

Notice & Agenda

Swift County Board of Commissioners

Tuesday, January 20, 2015

11:00 AM

Swift County Board Room – 301 14th St N, Benson, MN

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting. Times are only estimates and items may be taken out of order.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:00 a.m.		Call to Order and Roll Call
11:01 a.m.		Approve Agenda
11:03 a.m.		Consent Agenda
	1-3	(1) Minutes from the January 6, 2015 Regular Meeting
	4-5	(2) Consider changing the starting time and location of the February 3, 2015 board meeting
11:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
11:05 a.m.		Commissioner and Board reports
11:20 a.m.		County Administrator report
11:25 a.m.		Citizens Comments
11:25 a.m.		County Treasurer Ron Vadnais
	6-8	Review fourth quarter 2015 financials
		Other Business
	9-23	Consider approving a commercial real estate purchase agreement and authorize an earnest check in the amount of \$5,000 for property located at 211 11th St N and owned by Robin and Lisa Finke
	24-30	Pay Equity
	None	Strategic Plan Update
12:00 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

January 6, 2015

County Auditor Kim Saterbak called the organizational meeting to order at 9:00 AM with all Commissioners present as well as County Administrator Mike Pogge-Weaver, County Attorney Danielle Olson, Human Services Director Deanna Steckman and Amanda Ness.

Newly elected officials were sworn in as follows: Commissioner Joe Fox and Commissioner Edward Pederson.

Auditor Saterbak asked for nominations for Board Chair. Commissioner Fox nominated Commissioner Pete Peterson for Board Chair.

01-06-15-01 Motion by Commissioner Hendrickx and seconded by Commissioner Fox to close nominations and cast a unanimous ballot for Commissioner Pete Peterson for Swift County Board Chair for 2015. Motion carried.

Auditor Saterbak asked for nominations for Vice Chair. Commissioner Hendrickx nominated Commissioner Rudningen for Vice Chair.

01-06-15-02 Motion by Commissioner Hendrickx and seconded by Commissioner Fox to close nominations and cast a unanimous ballot for Commissioner Rudningen for Swift County Vice Chair for 2015. Motion carried.

Auditor Saterbak turned the meeting over to Chairman Pete Peterson.

01-06-15-03 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the Consent Agenda which consisted of: (1) Minutes from the December 31, 2014 Meeting (2) Minutes from the December 31, 2014 Executive Session and (3) Approval of the Police Officer Declaration for purposes of PERA benefits. Motion carried unanimously.

01-06-15-04 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve a lease and equipment purchase agreements with Robin and Lisa Finke.

01-06-15-05 Commissioner Fox moved and Commissioner Rudningen seconded to approve the Commissioner warrants as follows: Revenue: \$151,122.41; Solid Waste: \$12,511.82; Road and Bridge: \$98,363.66; and County Ditches: \$1,182.50 which includes the following bills over \$2,000: Alternative Micrographics, \$2,802.00; Association of MN Counties, \$6,898.00; Countryside Public Health, \$45,712.50; Emergency Communications Network LLC, \$8,658.80; Robin & Lisa Finke, \$9,520.00; MN Counties Intergovernmental Trust, \$175,825.36; and West Payment Center, \$2,102.56. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Rudningen had no reports. Commissioner Hendrickx reported on 6W Corrections. Chairman Pete Peterson reported on 6W Corrections. Commissioner Fox had no reports. Commissioner Edward Pederson had no reports.

Administrator Pogge-Weaver updated the board on the Strategic Plan, the offer made for a GIS Coordinator, County Program Aid Taskforce meeting, and his schedule for January.

Pomme de Terre River Association Project Coordinator Jared House gave the board an update.

01-06-15-06 Commissioner Hendrickx moved and Commissioner Rudningen seconded to adopt the 2015 Board Committee Representatives, Advisory Committee Representatives, and Joint Ditch Board

Representatives as on file in the County Auditor's Office. Motion carried unanimously.

01-06-15-07 Commissioner Hendrickx moved and Commissioner Fox seconded to appoint Dr. A. Quinn Strobl as the County Medical Examiner for 2015 and may be supported by the Anoka County staff in the Anoka County Medical Examiner's Office. Motion carried unanimously.

01-06-15-08 Commissioner Fox moved and Commissioner Rudningen seconded to approve setting the 2015 County Board meetings as follows: 1st Tuesday of the month at 9:00 AM and 3rd Tuesday of the month at 11:00 AM, with these exceptions: June 16, 2015 meeting will be at 5:00 PM for the Board of Equalization and the December 1, 2015 meeting will be at 4:00 PM for the TNT Hearing. The board will also hold the following special meeting: December 31, 2015 at 9:00 AM for the end of the year. Motion carried unanimously.

01-06-15-09 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve setting the 2015 mileage reimbursement rate at the IRS rate of 57.5 cents per mile. Motion carried unanimously.

01-06-15-10 Commissioner Rudningen moved and Commissioner Hendrickx seconded to adopt the Kerkhoven Banner as the County's official newspaper for 2015 with the Swift County Monitor as the secondary paper. Motion carried unanimously.

01-06-15-11 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the County Treasurer, Sheriff, Attorney, and Commissioners as the Elected Officials designated to attend the annual conferences for their offices. Motion carried unanimously.

01-06-15-12 Commissioner Rudningen moved and Commissioner Edward Pederson seconded to approve the 2015 bounties as follows: pocket gopher bounty paid to the township as \$3.00 per gopher when the township pays a minimum of \$5.00 per gopher or \$2.00 per gopher when the township pays less than \$5.00 per gopher and the 2015 beaver bounty of \$75 for beaver in season and \$75 for beaver out of season in designated ditches only with the approval of the Parks and Drainage Supervisor. Motion carried unanimously.

01-06-15-13 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve allocating the cost of the County Attorney's services for Human Services to the Welfare Fund. Motion carried unanimously.

01-06-15-14 Commissioner Fox moved and Commissioner Rudningen seconded to approve a resolution setting the corporate signatures for 2015. Motion carried unanimously.

01-06-15-15 Commissioner Hendrickx moved and Commissioner Edward Pederson seconded to approve a resolution for the designation of corporate depositories for 2015. Motion carried unanimously.

01-06-15-16 Commissioner Fox moved and Commissioner Rudningen seconded to approve a resolution on the definition of employee for purposes of Workers Compensation. Motion carried unanimously.

01-06-15-17 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve a resolution on 2015 wages of elected officials. Motion carried unanimously.

01-06-15-18 Commissioner Hendrickx moved and Commissioner Fox seconded to approve a resolution setting the 2015 cost of living increases and other benefits for the County Engineer to be the same as those provided to non-union employees. Motion carried unanimously.

01-06-15-19 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve a step increase to Grade 18, Step 8 effective January 11, 2015. Motion carried unanimously.

01-06-15-20 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the appointment of Kim Benson, Jess & Tammy Berge, and Dylan Smith to the Swift County Extension Committee. Motion carried unanimously.

Auditor Saterbak presented and reviewed with the board the list of tax forfeiture properties with their estimated appraised sale value and special assessments.

01-06-15-21 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the 2015 AMC policy committee assignments and delegate appointments. Motion carried unanimously.

01-06-15-22 Commissioner Rudningen moved and Commissioner Fox seconded to approve the Swift County Strategic Plan. Motion carried unanimously.

01-06-15-23 Commissioner Rudningen moved and Commissioner Hendrickx seconded to adjourn the meeting.

Meeting adjourned at 10:39 AM.

WITNESSED:

Peter Peterson, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
January 20, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider changing the starting time and location of the February 3, 2015 board meeting	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: With Counseling Associates vacating the space in the building that the County owns at 640 Atlantic Avenue in Benson the board should consider what to do with the space. Interest has been expressed by Prairie V to expand into the space and Human Services that would like to have an off-site client meeting space. This tour will give the board the opportunity to see the space as they make a decision on how to move forward.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review prior to the meeting	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a

RESOLUTION

APPROVAL OF METING TIME AND LOCATION CHANGE

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the Swift County Board of Commissioner will start their regular meeting on February 3, 2015 at 8:30 AM at the Prairie V building located at 640 Atlantic Avenue in Benson for a tour of the building and will return to the Swift County Courthouse located at 301 14th St N in Benson for their regular meeting that will start at 9:00 AM.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 20th day of January 2015.

Swift County Board of Commissioners

Peter Peterson, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox _____
P. Peterson _____

Hendrickx _____
Rudningen _____

E. Pederson _____



Request for Board Action

BOARD MEETING DATE:
January 20, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Treasurer	REQUESTOR: Ron Vadnais	REQUESTOR PHONE: 320-843-3544
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review 4th Quarter 2014 Cash & Investments	
AGENDA YOU ARE REQUESTING TIME ON: 11:25 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? NO
IS THIS MANDATED? NO	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: N/A	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? N/A	

Budget Information

FUNDING: N/A

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: N/A	RECOMMENDATIONS: N/A
COMMENTS: N/A	COMMENTS: N/A

Swift County Cash & Investments

(Includes unrealized gains)

As of 12/31/14

Acct	12/31/14 Balance
ASSETS	
Cash and Bank Accounts	
Citizens Alliance Bank-Murdock	25,018.00
Financial SecurityBk-Kerkhoven	0.00
HS MMKT#1006436-1st Security	725,600.44
HS-MMIS# 14534(Credit Union)	206,223.46
PSB-Appleton	19,528.90
R&B MMKT#29306-ComDevBank	755,174.80
R&B-MMIS#1006493-1st Security	1,903,778.71
Rev-MMKT#1007665-1st Security	1,101,512.28
Revenue 12-5	100,000.00
Revenue 14-10	100,000.00
Revenue 14-11	100,000.00
Revenue 14-3	100,000.00
Revenue 14-4	100,000.00
Revenue 14-5	100,000.00
Revenue 14-6	100,000.00
Revenue 14-7	100,000.00
Revenue 14-8	100,000.00
Revenue 14-9	100,000.00
Revenue14-12	100,000.00
Revenue14-13	100,000.00
Revenue14-14	100,000.00
StBkDanvers	1,661,628.50
WELLS FARGO	788,958.12
TOTAL Cash and Bank Accounts	8,487,423.21
Other Assets	
EMP BENEFITS--CD@ Riverwood Bk	200,000.00
TOTAL Other Assets	200,000.00
Investments	
REV-HEALTH CARE	524,981.42
TOTAL Investments	524,981.42
TOTAL ASSETS	9,212,404.63
LIABILITIES	0.00
OVERALL TOTAL	9,212,404.63

FUND #	FUND NAME	BANK #	INSTITUTION	ID#	MATURITY	TOTAL	INTERES	MONTH	INTEREST		PRIN YTD	
					DATE				INVEST.	T RATE		ENDED
1001	Tax Accts-Consolidated		Various		31-Dec-14	\$44,546.90		31-Dec-14	\$10.20	\$33.40	\$55.54	
1001	Revenue/checking	2	St Bk of Danvers	267151	31-Dec-14	\$1,661,628.50	0.10%	31-Dec-14	\$211.69	\$239.46	\$1,440.24	
1001	Revenue	1	1st Security Benson	MMIS#1007665	31-Dec-14	\$1,101,512.28	0.20%	31-Dec-14	\$102.18	\$98.86	\$1,571.23	
1092	Revenue	1	WELLS FARGO	1AB21819	31-Dec-14	\$788,958.12	0.01%	31-Dec-14	\$14.64	\$12.36	\$140.90	
1101	Rev/Health Care	15	Franklin Fund-MF	45789	31-Dec-14	\$524,981.42	1.02%	31-Dec-14	\$1,246.31	\$1,246.31	\$15,777.29	
1101	Human Services	1	1st Security Benson	MMIS#1006436	31-Dec-14	\$725,600.44	0.20%	31-Dec-14	\$24.62	\$46.94	\$603.36	
3001	Human Services	17	Co-op Credit-Benson	Savings#14534	31-Dec-14	\$206,223.46	0.30%	31-Dec-14	\$154.24		\$584.88	
3001	R&B	13	Comm Dev Bk	29306	31-Dec-14	\$755,174.80	0.20%	31-Dec-14	\$380.69		\$380.56	
1097	R&B	1	1st Security Benson	MMIS#1006493	31-Dec-14	\$1,903,778.71	0.20%	31-Dec-14	\$323.38	\$312.90	\$3,488.35	
1097	Revenue	15	DiscoverBk-DE	254671BH2	26-May-15	\$100,000.00	1.05%	31-Dec-14	\$106.44	\$529.32	\$1,050.00	
1097	Revenue	15	1st Niagra Bk NY	33583CJL4	15-Aug-15	\$100,000.00	0.45%	31-Dec-14	\$170.14			
1097	Revenue	15	Synovus Bk-Georgia	87164DEA4	4-Sep-15	\$100,000.00	0.35%	31-Dec-14	\$112.19		\$176.44	
1097	Revenue	15	Safra Ntl Bk NY	78658QEH2	16-Nov-15	\$100,000.00	0.50%	31-Dec-14	\$189.04			
1097	Revenue	15	Choice Financial Group	17037TEC7	12/28/2015	\$100,000.00	0.50%	31-Dec-14	\$132.88			
1097	Revenue	15	Investors Bk-NJ	46176PDE2	25-Feb-16	\$100,000.00	0.65%	31-Dec-14	\$227.95			
1097	Revenue	15	Ally Bk-Midvale UT	02006LHX4	3/18/2016	\$100,000.00	0.75%	31-Dec-14	\$213.70			
1097	Revenue	15	Goldman Sachs	38147JYG1	2-May-16	\$100,000.00	0.55%	31-Dec-14	\$93.42		\$275.75	
1097	Revenue	15	TCF Ntl Bank	872278JU1	24-Jun-16	\$100,000.00	0.60%	31-Dec-14	\$11.51			
1097	Revenue	15	Peoples Ntl Bk	71270QFL5	22-Aug-16	\$100,000.00	0.85%	31-Dec-14	\$309.73			
1097	Revenue	15	Ally Bk-Midvale UT	02006LJB0	19-Sep-16	\$100,000.00	1.05%	31-Dec-14	\$299.18			
1097	Revenue	15	Eagle Bank	27002YCF1	27-Dec-16	\$100,000.00	0.90%	31-Dec-14	\$17.26			
1097	Rev/R&B/HS Emp B	4	Riverwood Bk	811001421	10-Jan-17	\$200,000.00	1.05%	31-Dec-14	\$1,703.01		\$3,028.11	
1097	Revenue	15	Am Express Central Bk	02587DWP9	4-Dec-17	\$100,000.00	1.50%	31-Dec-14	\$110.96			
TOTALS						\$9,212,404.63	0.61%		\$6,165.35	\$2,519.55		
					12/1/2032	\$1,834,016.73	2.00%	31-Dec-14	\$3,014.82	\$3,068.45	\$34,475.95	\$76,760.05
					10/11/2016	\$614,400.08	1.75%	31-Dec-14	\$2,444.98	\$2,248.94	\$10,461.31	\$299,931.34
					7/9/2019	\$289,149.06	1.75%	31-Dec-14	\$1,150.65	\$1,257.33	\$5,390.43	\$55,424.16
Total Cash, Investments & Loans Receivable						\$11,949,970.50						



Request for Board Action

BOARD MEETING DATE:
January 20, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a commercial real estate purchase agreement and authorize an earnest check in the amount of \$5,000 for property located at 211 11th St N and owned by Robin and Lisa Finke	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Attached is a commercial real estate purchase agreement to proceed with the purchase of real property located at 211 11th St N and owned by Robin and Lisa Finke. The terms of the agreement, that was outlined in the lease approved at the January 6th Board meeting calls for a closing by February 28, 2015. The total purchase price is \$90,000 with \$5,000 due with the signing of this purchase agreement and the remaining \$85,000 due at closing.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: The purchase of the building and equipment will come from County reserves.

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Agreements were reviewed by the County's outside legal counsel.	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a

RESOLUTION

**APPROVAL OF A COMMERCIAL REAL ESTATE PURCHASE AGREEMENT AND
AUTHORIZE AN EARNEST FUNDS IN THE AMOUNT OF \$5,000 FOR PROPERTY
LOCATED AT 211 11TH ST N AND OWNED BY ROBIN AND LISA FINKE.**

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the Swift County Board of Commissioner approves the commercial real estate purchase agreement for property at 211 11th St N and directs the Chairman of the board and the Clerk of the Board to sign said agreement on the boards behalf; and

BE IT FURTHER RESOLVED, by the Swift County Board of Commissioner that the Swift County Auditor shall issue a warrant in the amount of \$5,000.00 as earnest money as specified in the purchase agreement.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 20th day of January 2015.

Swift County Board of Commissioners

Peter Peterson, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox _____
P. Peterson _____

Hendrickx _____
Rudningen _____

E. Pederson _____

COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

Between

ROBIN W. FINKE and LISA A. FINKE,
husband and wife

collectively as Seller

and

SWIFT COUNTY,
a Minnesota Municipality

as Buyer

Dated _____, 2015

THIS AGREEMENT (the "**Agreement**") is executed as of the ____ day of _____, 2015 (the "**Contract Date**") by and between ROBIN W. FINKE and LISA A. FINKE, husband and wife (collectively, "**Seller**"), and SWIFT COUNTY, a Minnesota municipality.

ARTICLE I
Sale and Purchase

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the following (the "**Property**"):

1.1 Land and Building. All of Seller's right, title and interest in and to that certain parcel of land located at described as Lots Three (3) and Four (4), Block Fifteen (15) of the Original Townsite of the City of Benson including all right, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway in front of or adjoining each such parcel to the center line thereof, all water and mineral rights, development rights and all easements, rights and other interests appurtenant thereto (the "**Land**"), together with all buildings, fixtures, and other improvements that are located thereon, including, located on the property and including without limitation, all plumbing, water, furnaces, heating, ventilating and air-conditioning systems and equipment, fixtures, electrical equipment, fire prevention and extinguishing apparatus located therein (collectively the "**Building**").

1.2 Permits. All of Seller's right, title and interest in and to all licenses, certificates of occupancy, permits and approvals required to be issued by any governmental authority for the operation of the Property (the "**Permits**"), to the extent the Permits are assignable.

1.3 Plans. All of Seller's right, title and interest in and to all originals and copies of the as-built blueprints, plans and specifications regarding the Building (the "**Plans**") and for any grain bins, hoppers, legs, elevators, or other seed cleaning/processing equipment located on the property.

1.4 Warranties. Seller's interest in all warranties and guaranties given to, assigned to or benefiting Seller or the Building regarding the acquisition, construction, design, use, operation, management or maintenance of the Building (the "**Warranties**").

1.5 Records. All records of Seller regarding the Building and any of the items set forth above, including, without limitation, all financial records relating to the operation of the Building for at least the last three (3) years including all records regarding real estate taxes and assessments, insurance, tenants, maintenance, repairs, capital improvements and services, appraisals, surveys, environmental and soil reports, and reports regarding the physical condition of the Property, but excluding tax returns and such other records as are normally viewed as confidential, provided that such other records are not necessary, in Buyer's reasonable judgment, to the continued operation and management of the Building (the "**Records**").

1.6 Permitted Exceptions. The Property shall be conveyed subject only to the following exceptions (the "**Permitted Exceptions**"):

- (a) Building and zoning laws, ordinances, State and Federal regulations.
- (b) Restrictions relating to use or improvement of Land without effective forfeiture provision.
- (c) Reservation of any minerals or mineral rights to the State of Minnesota, or others.
- (d) Utility and drainage easements of record which do not interfere with present or planned improvements.
- (e) Any statutes, rules or regulations promulgated by the state or federal government or any of its agencies relating to the restriction of use of the Property which shall be subject to such statutes, rules or regulations.
- (f) Existing liens and encumbrances which will be paid and satisfied on or before Closing or the Release of Funds Date, as the case may be.

ARTICLE II **Purchase Price**

2.1 Purchase Price. The Purchase Price (the "**Purchase Price**") for the Property shall be NINETY THOUSAND DOLLARS AND NO/100 (\$90,000.00). The Purchase Price shall be for the purchase of Land and Buildings paid as follows:

FIVE THOUSAND DOLLARS AND NO/100 (\$5000.00) paid as earnest money upon signing of this Agreement and the balance due on Closing.

ARTICLE III **Seller's Representations, Warranties and Covenants**

In order to induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller makes the following representations and warranties to, and covenants with, Buyer as follows (the "**Seller's Warranties**"). The Seller's Warranties shall be true and correct on the date hereof and on the Closing Date.

3.1 Title. Seller owns the Property, free and clear of any and all liens, subject only to the Permitted Exceptions.

3.2 Due Authorization. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate actions of Seller (none of which actions have been modified or rescinded, and all of which are actions in full force and effect). This Agreement constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

3.3 Violations or Defaults. Seller is not in violation or default under any agreement with any third party, or under any judgment, order, or decree of any court, arbitrator, administrative agency or other governmental authority to which it may be subject, which violation or default may, in anyone case or in the aggregate, materially and adversely affect the ownership or operation of the Property or Seller's ability to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not (a) violate any law or any order of any court or governmental authority with proper jurisdiction; (b) result in a breach or default under any contract or other binding commitment of Seller or any provisions of the organizational documents of Seller; (c) require any consent, or approval or vote of any court or governmental authority or of any third person or entity that, as of the Closing Date, has not been given or taken, and does not remain effective; or (d) result in any encumbrance, other than a Permitted Exception, against the Property.

3.4 Litigation. There are no actions, suits, arbitrations, governmental investigations or other proceedings pending or, to the knowledge of Seller, threatened against Seller or affecting the Property before any court or governmental authority, an adverse determination of which might adversely affect (a) the condition or operations of the Property, (b) Seller's ability to enter into or perform this Agreement, (c) Seller's ability to enter into or perform this Agreement or (d) Seller's title to the Property.

3.5 Compliance with Laws. The Property complies with all laws, rates, regulations, health and sanitation codes, zoning ordinances, environmental assessment and impact requirements applicable to the Property and with the terms of all Permits applicable to the Property (collectively "Laws"). Seller has received no notice from any governmental authority to the effect that either Seller or the Property does not comply with any Laws as they affect the Property and its use.

3.6 Tax Payments. Real estate taxes for the Property due and payable for 2014 and all prior years are paid in full. The Property has not been the subject of any real estate tax or assessment contest, appeal or similar action during the past five (5) years.

3.7 Insurance. Seller has not received any notice from any insurance company of any defects or inadequacies in the Property that would affect adversely its insurability or increase the cost of insurance.

3.8 Condemnation Actions or Special Assessments. There are no pending condemnation actions or special assessments of any nature with respect to the Property or any part thereof, and Seller has no knowledge of any such threatened or contemplated condemnation action or special assessments.

3.9 No Covenants or Restrictions. There are no private covenants or restrictions that govern the Property or its use.

3.10 Hazardous Material

- (a) "**Hazardous Materials**" means any of the following presently or previously located on or under, emanating from or affecting the Property: asbestos containing materials, polychlorinated biphenyls (PCBs), flammable materials, explosives, radioactive materials, petroleum products and any materials, wastes, substances, or chemicals that are deemed hazardous, toxic, a pollutant or a contaminant under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 US.c. Section 9601, et seq.), the Hazardous Materials Transportation Act as amended (49 US.C. Section 1801, et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 US.c. Section 6901, et seq.), in the regulations adopted or publications promulgated pursuant thereto, or in any other applicable federal, state or local laws, ordinances, rules or regulations in effect on the Closing Date relating to protection of public health, safety or the environment.
- (b) Seller has not used, stored, disposed of or released (or to the best of Seller's knowledge permitted to be used, stored, disposed of or released) Hazardous Materials in any manner which would result in any Claim, as defined below, against Buyer. Seller has no knowledge of the presence of any Hazardous Materials on the Property except for Hazardous Materials as are used in the ordinary course of business on the Property in accordance with applicable legal standards and without exposing Buyer to any actual or potential Claim. Seller is not obligated to and will not record such notice as set forth in §115B.16 - Subdivision 2 of the Minnesota Statutes.
- (c) Seller shall defend, indemnify, and hold harmless Buyer and its owners, officers, governors, members, employees, agents and partners from and against any and all claims, demands, penalties, fines, liabilities, losses, settlement, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, asserted against or incurred by Buyer, directly or indirectly, as a result of any governmental action or legal action by a third party (collectively, "**Claims**"), including, without limitation, costs of clean-up and losses (including, without limitation, lost profits and reductions in value) due to the partial or total interruption of the operations of the Property, attorneys' and consultants' fees and disbursement, investigation and laboratory fees, court costs and litigation expenses, wising out of or in any way related to (i) the presence, use, storage, disposal, handling or release of any Hazardous Materials; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials; and (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials; and (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities that are based on or related to Hazardous Materials.

3.11 Zoning. Seller has received no notice of any violation by the Property, or Seller's use thereof, of any applicable zoning regulation, restriction or condition. Seller has no knowledge of any actual or threatened zoning change which may affect the Property or any part thereof.

3.12 Condition and Operation of the Property. All utilities, including, without limitation, water, sewer, heat, drainage, telecommunication and electrical systems, are available, connected and serve the Property. Seller has paid or will pay all connection charges prior to the Closing. No renovation or other work, the cost of which exceeds \$5,000, has been undertaken within one (1) year prior to the Contract Date. All buildings, structures and improvements included within the Property are structurally sound and are in good repair. All mechanical, electrical, heating, air-conditioning, drainage, sewer, water and plumbing systems are in good working order, subject to ordinary wear and tear.

3.13 Liens. No work has been performed or materials supplied on or to the Property, except for work or materials for which full payment has been made. If at any time either before or after the Closing Date, any mechanics', laborers', or materialmens' lien is filed against the Property or any part thereof for work attributable to the period before the Closing Date, Seller shall cause such lien to be discharged by payment, bonding or otherwise as provided by law within ten (10) days after the date that such lien was filed. Seller upon written demand from Buyer, shall also defend Buyer, at Seller's expense, against any action, suit, or proceeding brought for the enforcement of any such lien and shall pay damages and reasonable attorney's fees and satisfy and discharge any judgment entered in such action, suit, or proceeding and save Buyer harmless from any liability, claims or damages resulting therefrom. The provisions of this Section 3.14 shall specifically survive the Closing.

3.14 Commitments. These are no commitments, signed or expressly agreed to by Seller to any governmental or quasi-governmental authority, or any other entity, organization, group or individual relating to the Property which would impose upon Buyer an obligation to take any action, to make any payment, contribution or dedication of money or property or to construct, install or maintain any improvements of a public or private nature on or off the Property.

ARTICLE IV

Buyer's Representations, Warranties and Covenants

In order to induce Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer represents and warrants to, and covenants with, Seller as follows:

4.1 Due Authorization. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite actions of Buyer (none of which actions have been modified or rescinded, and all of which actions are in full force and effect). This Agreement constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

4.2 No Violations or Defaults. The execution, delivery and performance of this Agreement and the consummation of transactions contemplated hereby by Buyer will not (a) violate any law or any order of any court or governmental authority with proper jurisdiction; (b) result in a breach or default under any contract or other binding commitment of Buyer or any provision of it governing documents or (c) require any consent or approval or vote that has not been taken or given, or at the time of the transaction involved, shall not have been taken or given.

4.3 Litigation. There are no actions, suits, arbitrations, proceedings, governmental investigations or other proceedings that are pending against Buyer that adversely and materially affect its right to enter into or perform this Agreement.

ARTICLE V **Closing**

Subject to the full satisfaction of the terms and conditions of this agreement, the consummation of the purchase and sale of the Property as contemplated by this Agreement (the "**Closing**") shall take place on or before February 28, 2015 which is on or before thirty (30) days from the date of this Agreement, at a mutually agreeable location.

ARTICLE VI **Delivery of Materials; Actions Pending Closing**

6.1 Delivery of Materials. On the Closing Date, Seller shall deliver to Buyer true and correct copies of all Permits, Plans, Warranties and Records.

6.2 Maintenance and Operation of Property. Between the Contract Date and the Closing Date, Seller shall cause the Property to be maintained in its present order and condition, normal wear and tear excepted. The Property shall, except for normal wear and tear, be in substantially the same condition on the Closing Date as existing on the Contract Date. Seller shall notify Buyer in writing of any loss, breakage or damage to the Property occurring prior to the Closing Date and if repair or replacement of same is not completed prior to Closing, Buyer shall receive a credit against the Purchase Price for the estimated remaining cost thereof. Seller shall not remove or permit to be removed any Property except as necessary for repairs or replacements of worn out or obsolete items.

ARTICLE VII **Conditions Precedent to Closing**

7.1 It shall be an express precondition to Buyer's obligation to purchase the Property that each and everyone of the following conditions shall have been satisfied as of the Closing Date (or waived by Buyer).

- (a) **Representations and Warranties.** Each of Seller's representations and warranties in this Agreement shall be true and accurate in all material respects as if made on and as of the Closing Date.
- (b) **Covenants of Seller.** All actions Seller covenants herein to take shall have been materially completed.
- (c) **Permits. No Impediments.** Buyer shall have been able to obtain all permits and licenses necessary to operate the Property on and subsequent to the Closing Date, or such permits shall have been applied for and will be issued in the normal course and the absence thereof will not interfere with the operation of the

Property immediately subsequent to the Closing Date. Buyer shall promptly notify Seller when such permits and licenses are issued. There shall be no impediments to reissuance to Buyer of any Permits required for the ongoing uninterrupted operation of the Property immediately following the Closing Date, if transfer of such Permits is not allowed. At no material out of the pocket expense to Seller other than any attorneys' fees of Seller.

- (d) **Title.** Buyer shall be able to obtain a policy of title insurance in conformance with the Title Commitment provided for below, together with such coverage or endorsement reasonably required by Buyer, subject only to Permitted Exceptions.
- (e) **Failure of Condition.** In the event of the failure of any condition precedent set forth above Buyer, at its sole election, may (a) terminate this Agreement by notice in writing delivered to Seller on or before the Closing Date; (b) waive the condition and proceed to Closing; (c) extend the Closing Date for such additional period of time as may be reasonably required to allow Seller if, and to the extent, requested by Seller, to remedy such failure; or (d) if such failure raises from Seller's breach of this Agreement, avail itself of any remedies provided in Article 10 hereof.

ARTICLE VIII **Marketable Title**

Within ten (10) days after the execution of this Agreement, Seller shall furnish Buyer with a duly certified Abstract of Title to the premises continued to a recent date, and showing good and marketable title in Seller, free and clear of all liens and encumbrances. Buyer shall have ten (10) days to examine the Abstract of Title and within such period shall promptly notify Seller of all objections thereto in writing. Seller shall have a period of ninety (90) days in which to correct the title and make it merchantable. If title to the premises cannot be made merchantable within said period of time or such further time as may be granted by Buyer, Buyer, at Buyer's sole option, may cancel this Purchase Agreement and/or seek any other remedy provided herein and Buyer shall have no further liability to Seller. Seller shall have the option of providing a title insurance policy insuring buyer's title in lieu of the foregoing.

ARTICLE IX **Closing Deliveries**

9.1. Seller's Closing Documents. On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, the "**Seller's Closing Documents**"):

- (a) **Deed.** A Warranty Deed, conveying marketable title to the property, in the form reasonably satisfactory to Buyer, conveying the Land and Building to Buyer, free and clear of all encumbrances, except the Permitted Exceptions. The Deed shall contain a certification whether Seller knows of the location of any wells upon the Property.
- (b) **Termination of Lease.** A termination of any Lease Agreement will occur.

- (c) Assignment of Permits, Warranties and Plans. An Assignment of Permits, Warranties and Plans in form reasonably satisfactory to Buyer, conveying with warranties the Permits, Warranties and Plans to Buyer, free and clear of all encumbrances, together with the consent of all parties having a right to consent to such Assignment.
- (d) Abstract. An abstract of title to the land, certified to a current date to include all appropriate judgment, bankruptcy, and tax lien searches.
- (e) Seller's Affidavit. An Affidavit of Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Building; that there has been no skill, labor or material furnished to the Building for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Building.
- (f) Possession; Keys. Possession of the Property to Buyer, together with all keys, including, without limitation, keys for all security systems, rooms and offices.
- (g) Other Documents. A well certificate and private septic system disclosure statement.
- (h) Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances.

9.2. Buyer's Closing Documents. On the Closing Date, Buyer shall execute and/or deliver to Seller the following (collectively, the "**Buyer's Closing Documents**"):

- (a) Proceeds. Buyer shall deliver certified funds, in cash or some other form acceptable to the Seller, sufficient to satisfy the Buyer's obligations.
- (b) Other Documents. All other documents reasonably determined by Seller to be necessary to conclude transaction.

ARTICLE X

Default and Remedies

If Buyer defaults under this Agreement, then Seller may cancel this Agreement pursuant to Minn. Stat. § 559.21 et. seq. On the completion of such cancellation action, any earnest money shall be retained by Seller as liquidated damages hereunder. Except for the enforcement of Section 6.6(b) hereof, the cancellation of this Agreement pursuant to Minn. Stat. § 559.21 et. seq. shall be the sole remedy of Seller for Buyer's default under this Agreement. If Seller defaults in the performance of its obligations hereunder, and remains in default for a period of ten (10) days after the date Buyer delivers written notice of default to Seller, Buyer may pursue any rights or remedies allowed at law or equity under Minnesota Law, including the right to specific performance, provided that any action for specific performance must be commenced within six

(6) months after the date of Seller's default. If Buyer is required to commence action to enforce its rights hereunder, then Buyer shall be entitled to receive, in addition to any damages, specific performance or other relief which it receives pursuant to such action, all of Buyer's costs and expenses of bringing the action, including reasonable attorneys' fees.

ARTICLE XI **Indemnification**

11.1 Agreement to Indemnify. Subject to any express provisions of this Agreement to the contrary, (a) Seller shall hold harmless, indemnify and defend Buyer against any and all obligations, claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other charges) arising out of (i) the material inaccuracy of any representation or warranty of Seller herein, (ii) the failure of Seller to perform any of its obligations hereunder, (iii) events, contractual obligations, acts or omissions of Seller that occurred in connection with the ownership or operation of the Property prior to the Closing, or (iv) damage to property or injury to or death of any person or any claims for any debts or obligations occurring on or about or in connection with the Property or any portion thereof or with respect to the Property's operations at any time or times prior to the Closing, and (b) Buyer shall hold harmless, indemnify and defend Seller against any and all obligations, claims, losses, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and other charges) arising out of (i) the material inaccuracy of any representation or warranty of Buyer herein, (ii) the failure of Buyer to perform any of its obligations herein, (iii) events, contractual obligations acts or omissions of Buyer or its agents that occur in connection with the ownership or operation of the Property after the Closing, (iv) any damage to property or injury to or death of any person or any claims for any debts or obligations occurring on or about the Property or any portion thereof or with respect to the property's operations at any time or times after the Closing, and (v) the failure to perform any obligations of Buyer under this Agreement which have been assumed by Buyer's property manager, lessee or other designee pursuant to this Agreement.

ARTICLE XII **Casualty Condemnation or Litigation**

12.1 Condemnation, Casualty or Litigation. If, prior to Closing (i) condemnation proceedings are commenced against all or any material portion of the Property, or (ii) the Property is damaged by fire or other casualty to the extent that the cost of repairing such damage shall be Two Thousand Dollars (\$2,000) or more, or (iii) the Property becomes subject to litigation which may deprive Buyer of any material benefit to which it would become entitled pursuant to this Agreement, Buyer shall have the right, by notice in writing to the Seller and the Title Company delivered within fifteen (15) days after actual notice of such condemnation, fire or other casualty or litigation, to terminate this Agreement, whereupon the Title Company shall immediately disburse any earnest money to Buyer, and neither party shall have any further liability to the other hereunder. If Buyer does not elect, or is not entitled, to terminate this Agreement, the Purchase Price shall not be reduced except as hereinafter set forth, but Buyer shall be entitled to an assignment of all of Seller's share of the proceeds of fire or other casualty insurance and rent insurance proceeds (if any) payable with respect to the period after Closing or of the condemnation award, as the case may be, and Seller shall have no obligation to repair or restore the Property; provided, however, that the Purchase Price shall be reduced by an amount equal to the sum of (a) any uninsured or unreimbursed amount, (b) the "deductible" applied by

Seller's insurer with respect to such fire or casualty and (c) the amount by which the proceeds of such insurance will be reduced by reason of the application of any co-insurance clause in Seller's insurance policy. If Buyer proceeds to Closing hereunder, Seller shall not compromise, settle or adjust any claims to such proceeds or awards, without Buyer's prior written consent.

12.2 Risk of Loss. Subject to the provisions of this Article XII, the risk of loss or damage to the Property shall remain with Seller until the Closing Date.

ARTICLE XIII **Apportionments and Closing Adjustments**

13.1 Real Estate Taxes and Special Assessments. Buyer shall pay all real estate taxes payable therewith due and payable for the Property for 2015. Seller shall be responsible for all real estate taxes due and payable for 2014. In addition, Seller shall pay at Closing all special assessments for public or private improvements levied, pending or otherwise assessed against the Property as of the Closing Date.

13.2 Closing Adjustments and Payment Obligations.

- | | |
|------------|---|
| To Seller: | a. Abstract Continuation fees.
b. Preparation of Warranty Deed/CRV and other seller-related transfer documents, including all Releases, Satisfactions and corrective documents.
c. State deed tax.
d. Recording fees for seller-related documents.
e. One-half (1/2) Closing costs. |
| To Buyer: | a. Preparation of Purchase Agreement.
b. Title examination fees.
c. Cost of title insurance premium (if any).
d. Recording of Warranty Deed
e. One-half (1/2) Closing costs. |

Each party shall be responsible for any additional expense incurred as a result of additional document preparation for their benefit.

ARTICLE XIV **Miscellaneous**

14.1 Survival. The representations, warranties, covenants and indemnities contained in this Agreement shall be effective as of the Closing Date, and any liability with respect to breach thereof shall survive the Closing. The obligations of Buyer and Seller under this Agreement to the extent not fully performed as of the Closing Date or to the extent so indicated herein shall survive the Closing.

14.2 Assignment. Neither party shall assign or transfer or permit the assignment or transfer of its rights or obligations under this Agreement without the prior written consent of the

other, any such assignment or transfer without such prior consent being hereby declared to be null and void.

14.3 Consents. If, under this Agreement, the consent of a party is required, the consent shall be in writing and shall be executed by a duly authorized officer or agent.

14.4 Well and Private Septic System. If a private well or septic system, Seller will deliver to Buyer a well disclosure statement and individual sewage treatment system disclosure statement completed to the best of its knowledge. Seller represents and warrants that the well and individual sewage treatment system located on the Land and serving the Buildings are, and will be on the Closing Date, in good working order and condition and in compliance with all applicable regulations and certifications.

14.5 Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.

14.6 Headings; Exhibits. The headings of articles and sections of this Agreement are inserted only for convenience; they are not to be construed as a limitation of the scope of the particular provision to which they refer. All exhibits attached or to be attached to this Agreement are incorporated herein by this reference.

14.7 Waiver. The failure of either party to insist on strict performance of any of the provisions of this Agreement or to exercise any right granted to it shall not be construed as a relinquishment or future waiver; rather, the provision or right shall continue in full force. No waiver of any provision or right shall be valid unless it is in writing and signed by the party giving it.

14.8 Partial Invalidity. If any part of this Agreement is declared invalid by a court of competent jurisdiction, this Agreement shall be construed as if such portion had never existed, unless this construction would operate as an undue hardship on Seller or Buyer or would constitute a substantial deviation from the general intent of the parties as reflected in this Agreement.

14.9 Entire Agreement. This Agreement, together with the other writings signed by the parties and incorporated by reference and together with any instruments to be executed and delivered under this Agreement, constitutes the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior oral and written understandings. Amendments to this Agreement shall not be effective unless in writing and signed by the parties hereto.

14.10 Time is of the Essence. Time is of the essence with respect to performance of all obligations under this Agreement.

14.11 Waiver of Jury Trial. Seller and Buyer each hereby waives any right to jury trial in the event any party files an action relating to this Agreement or to the transactions or obligations contemplated hereunder.

14.12 Brokerage. Seller and Buyer represent and warrant to each other that they have

dealt with no other brokers, finders or the like in connection with this transaction, and agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any such other fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date indicated below.

SELLER

Robin W. Finke, Seller

Lisa A. Finke, Seller

BUYER – SWIFT COUNTY

By _____
Its Board Chair

By _____
Its Clerk of the Board

This instrument was drafted by: Nicholas J. Heydt
PEMBERTON LAW
PEMBERTON, SORLIE, RUFER & KERSHNER, P.L.L.P.
110 North Mill Street - Fergus Falls, MN 56537
Telephone: 218-736-5493 – www.pemlaw.com



Request for Board Action

BOARD MEETING DATE:
January 20, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the 2015 Swift County Local Government Pay Equity Report	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Minnesota Statute 471.991-999 requires the County to complete a pay equity report every three years.
BACKGROUND/JUSTIFICATION: Minnesota Statute 471.991-999 requires the County to conduct a pay equity report every three years. The last report we completed was for 2012 based on December 31, 2011 wage data. This Attached is the County's recently completed pay equity report for the 2015 reporting period. It is based on salary data as of December 31, 2013, as required by law. The report shows that Swift County remains compliant with Minnesota's Local Government Pay Equity rules.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review prior to the meeting	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a

Compliance Report

Jurisdiction: Swift County
P.O. Box 288

Report Year: 2015
Case: 5 - 2015 DATA (Shared (Jur and MMB))

Benson MN 56215

Contact: Mike Pogge-Weaver

Phone: (320) 314-8399

E-Mail: mike.poggeweaver@co.swift.mn.

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	22	26	2	50
# Employees	47	49	15	111
Avg. Max Monthly Pay per employee	4,738.74	4,318.24		4,443.17

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 650.00 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	11	24
b. # Below Predicted Pay	11	2
c. TOTAL	22	26
d. % Below Predicted Pay (b divided by c = d)	50.00	7.69

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 94	Value of T = -4.483
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- a. Avg. diff. in pay from predicted pay for male jobs = \$15
- b. Avg. diff. in pay from predicted pay for female jobs = \$380

III. SALARY RANGE TEST = 149.13 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 24.09
- B. Avg. # of years to max salary for female jobs = 16.15

IV. EXCEPTIONAL SERVICE PAY TEST = 241.76 (Result is B divided by A)

- A. % of male classes receiving ESP 31.82 *
- B. % of female classes receiving ESP 76.92

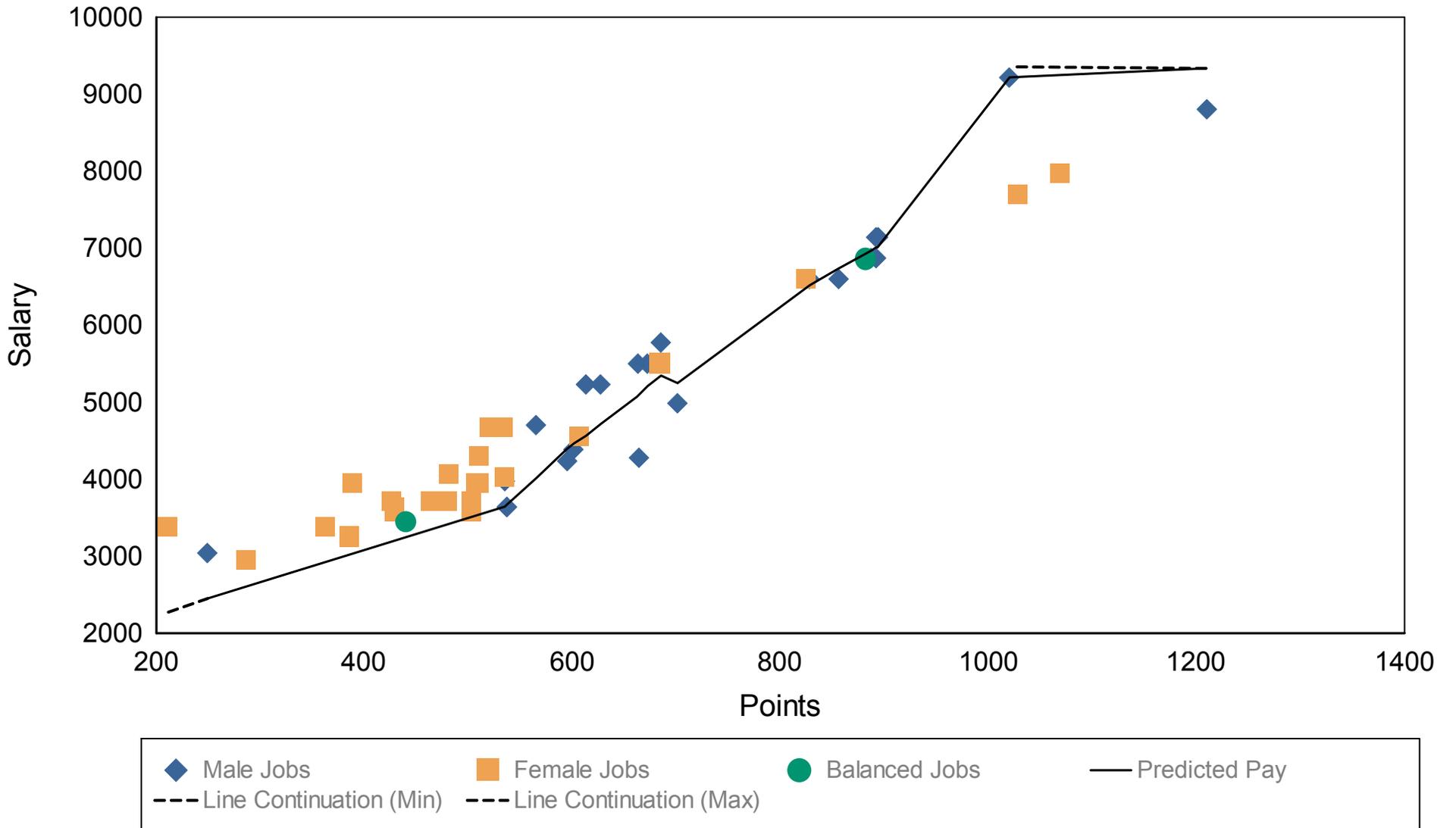
*(If 20% or less, test result will be 0.00)

Job Class Data Entry Verification List

Case: 2015 DATA

Job Nbr	Class Title	Nbr Males	Nbr Females	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
3	Office Manager	0	1	F	211	\$2,371.00	\$3,378.00	12.00	8.74	Longevity
2	Custodian	1	0	M	249	\$2,139.00	\$3,048.00	12.00	1.15	Longevity
1	Office Support Specialist	0	2	F	286	\$2,076.00	\$2,962.00	12.00	8.31	Longevity
4	Office Manager VSO	0	1	F	363	\$2,371.00	\$3,378.00	12.00	3.29	Longevity
5	Account Technician I	0	1	F	386	\$2,286.00	\$3,258.00	12.00	15.62	Longevity
10	Legal Assistant /Office Man	0	1	F	388	\$3,031.00	\$3,955.00	12.00	9.03	Longevity
14	Chief Deputy Land Record	0	1	F	426	\$2,608.00	\$3,721.00	12.00	32.03	Longevity
17	Information Systems Speci	0	2	F	426	\$2,608.00	\$3,721.00	12.00	26.49	Longevity
7	Administrative Assistant	0	1	F	429	\$2,556.00	\$3,646.00	12.00	9.03	Longevity
12	Property Technician	0	1	F	429	\$2,513.00	\$3,584.00	12.00	16.62	Longevity
6	Communication and Corre	5	8	B	439	\$2,941.00	\$3,471.00	8.00	7.62	Longevity
16	Eligibility Worker	0	6	F	464	\$2,608.00	\$3,721.00	12.00	15.22	Longevity
11	Deputy Auditor	0	1	F	479	\$2,608.00	\$3,721.00	12.00	17.22	Longevity
13	Chief Deputy Treasurer	0	2	F	479	\$2,608.00	\$3,721.00	12.00	8.94	Longevity
21	Appraiser	0	1	F	481	\$2,861.00	\$4,078.00	12.00	0.66	Longevity
15	Case Aide/Family Support	0	1	F	503	\$2,608.00	\$3,721.00	12.00	24.03	Longevity
18	Legal Assistant/Victim Witr	0	1	F	503	\$2,513.00	\$3,584.00	12.00	12.29	Longevity
25	Lead Eligibility Worker	0	1	F	507	\$2,768.00	\$3,946.00	12.00	25.17	Longevity
20	Child Support Officer	0	1	F	510	\$2,768.00	\$3,946.00	12.00	39.54	Longevity
24	Support and Collections Sp	0	1	F	510	\$3,024.00	\$4,313.00	12.00	27.29	Longevity
22	HR Assistant/Assistant to t	0	1	F	520	\$3,244.00	\$4,684.00	30.00	1.73	
35	Restorative Justice Coordin	0	1	F	533	\$3,244.00	\$4,684.00	30.00	2.78	
19	Parks and Drainage Techn	1	0	M	535	\$2,794.00	\$3,982.00	12.00	19.74	Longevity
50	Highway Accountant	0	1	F	535	\$2,826.52	\$4,032.69	12.00	30.62	Longevity
8	Maintenance Worker III	13	1	M	537	\$2,556.00	\$3,646.00	12.00	20.15	Longevity
9	Maintenance Worker III ES	2	0	M	537	\$2,556.00	\$3,646.00	12.00	9.68	Longevity
27	Emergency Management I	1	0	M	565	\$3,610.00	\$4,710.00	30.00	5.95	
26	Senior Engineering Techni	2	0	M	595	\$2,977.00	\$4,242.00	12.00	6.47	Longevity
28	Deputy Sheriff	10	1	M	601	\$3,516.00	\$4,393.00	8.00	4.24	Longevity
33	Social Worker	0	15	F	607	\$3,197.00	\$4,561.00	12.00	6.64	Longevity
23	Technical Support Speciali	1	0	M	613	\$3,624.00	\$5,237.00	30.00	6.62	
31	Plant Supervisor	1	0	M	627	\$3,624.00	\$5,237.00	30.00	24.71	
32	Parks and Drainage Super	1	0	M	663	\$3,814.00	\$5,507.00	30.00	31.62	
29	Shop Foreman	1	0	M	664	\$3,003.00	\$4,286.00	12.00	15.62	Longevity
34	Veteran Service Officer	1	0	M	672	\$3,814.00	\$5,507.00	30.00	6.96	
38	Land Records Director	0	1	F	684	\$3,814.00	\$5,507.00	30.00	19.20	
36	Fiscal Supervisor	1	0	M	685	\$4,003.00	\$5,781.00	30.00	24.77	
30	Maintenance Supervisor	1	0	M	701	\$3,826.00	\$4,993.00	30.00	4.95	
42	Social Services Supervisor	0	2	F	825	\$4,575.00	\$6,606.00	30.00	22.45	
45	County Assessor	1	0	M	828	\$4,575.00	\$6,606.00	30.00	21.79	
37	Correctional Communicatio	1	0	M	856	\$4,575.00	\$6,606.00	30.00	1.48	
43	Assistant County Attorney	1	1	B	881	\$4,764.00	\$6,877.00	30.00	7.62	
41	Chief Deputy	1	0	M	887	\$4,764.00	\$6,877.00	30.00	14.45	
39	Environmental Services Di	1	0	M	892	\$4,951.00	\$7,147.00	30.00	26.03	
40	Assistant County Engineer	1	0	M	892	\$4,764.00	\$6,877.00	30.00	15.71	
44	Information Technology Di	1	0	M	894	\$4,951.00	\$7,147.00	30.00	12.71	
48	County Engineer	1	0	M	1,020	\$4,764.00	\$9,221.00	30.00	9.37	
46	County Auditor	0	1	F	1,028	\$5,341.00	\$7,710.00	30.00	1.73	
47	Community Social Service:	0	1	F	1,069	\$5,528.00	\$7,986.00	30.00	8.03	
49	County Administrator	1	0	M	1,210	\$6,098.00	\$8,809.00	30.00	1.92	

Job Number Count: 50



Predicted Pay Report for Swift County

1/16/2015

Case : 2015 DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
3	Office Manager	0	1	1	Female	211	\$3,378.00	\$2,277.05	\$1,100.95
2	Custodian	1	0	1	Male	249	\$3,048.00	\$2,463.66	\$584.34
1	Office Support Specialist	0	2	2	Female	286	\$2,962.00	\$2,645.60	\$316.40
4	Office Manager VSO	0	1	1	Female	363	\$3,378.00	\$3,024.21	\$353.79
5	Account Technician I	0	1	1	Female	386	\$3,258.00	\$3,137.16	\$120.84
10	Legal Assistant /Office Manage	0	1	1	Female	388	\$3,955.00	\$3,146.98	\$808.02
14	Chief Deputy Land Records	0	1	1	Female	426	\$3,721.00	\$3,307.27	\$413.73
17	Information Systems Specialist	0	2	2	Female	426	\$3,721.00	\$3,307.27	\$413.73
7	Administrative Assistant	0	1	1	Female	429	\$3,646.00	\$3,291.76	\$354.24
12	Property Technician	0	1	1	Female	429	\$3,584.00	\$3,291.76	\$292.24
6	Communication and Corrections	5	8	13	Balanced	439	\$3,471.00	\$3,349.57	\$121.43
16	Eligibility Worker	0	6	6	Female	464	\$3,721.00	\$2,791.28	\$929.72
11	Deputy Auditor	0	1	1	Female	479	\$3,721.00	\$2,920.14	\$800.86
13	Chief Deputy Treasurer	0	2	2	Female	479	\$3,721.00	\$2,920.14	\$800.86
21	Appraiser	0	1	1	Female	481	\$4,078.00	\$2,946.06	\$1,131.94
15	Case Aide/Family Support and E	0	1	1	Female	503	\$3,721.00	\$3,310.12	\$410.88
18	Legal Assistant/Victim Witness	0	1	1	Female	503	\$3,584.00	\$3,310.12	\$273.88
25	Lead Eligibility Worker	0	1	1	Female	507	\$3,946.00	\$3,354.75	\$591.25
20	Child Support Officer	0	1	1	Female	510	\$3,946.00	\$3,388.21	\$557.79
24	Support and Collections Specia	0	1	1	Female	510	\$4,313.00	\$3,388.21	\$924.79
22	HR Assistant/Assistant to the	0	1	1	Female	520	\$4,684.00	\$3,474.64	\$1,209.36
35	Restorative Justice Coordinato	0	1	1	Female	533	\$4,684.00	\$3,620.45	\$1,063.55
19	Parks and Drainage Technician	1	0	1	Male	535	\$3,982.00	\$3,646.37	\$335.63
50	Highway Accountant	0	1	1	Female	535	\$4,032.69	\$3,646.37	\$386.32
8	Maintenance Worker III	13	1	14	Male	537	\$3,646.00	\$3,672.28	(\$26.28)
9	Maintenance Worker III ES	2	0	2	Male	537	\$3,646.00	\$3,672.28	(\$26.28)
27	Emergency Management Director	1	0	1	Male	565	\$4,710.00	\$4,023.59	\$686.41
26	Senior Engineering Technician	2	0	2	Male	595	\$4,242.00	\$4,399.78	(\$157.78)
28	Deputy Sheriff	10	1	11	Male	601	\$4,393.00	\$4,474.00	(\$81.00)
33	Social Worker	0	15	15	Female	607	\$4,561.00	\$4,505.16	\$55.84
23	Technical Support Specialist	1	0	1	Male	613	\$5,237.00	\$4,574.15	\$662.85
31	Plant Supervisor	1	0	1	Male	627	\$5,237.00	\$4,733.79	\$503.21
32	Parks and Drainage Supervisor	1	0	1	Male	663	\$5,507.00	\$5,083.14	\$423.86
29	Shop Foreman	1	0	1	Male	664	\$4,286.00	\$5,092.44	(\$806.44)
34	Veteran Service Officer	1	0	1	Male	672	\$5,507.00	\$5,208.05	\$298.95

Predicted Pay Report for Swift County

1/16/2015

Case : 2015 DATA

Job Nbr	Job Title	Nbr Males	Nbr Females	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
38	Land Records Director	0	1	1	Female	684	\$5,507.00	\$5,335.76	\$171.24
36	Fiscal Supervisor	1	0	1	Male	685	\$5,781.00	\$5,346.40	\$434.60
30	Maintenance Supervisor	1	0	1	Male	701	\$4,993.00	\$5,248.48	(\$255.48)
42	Social Services Supervisor	0	2	2	Female	825	\$6,606.00	\$6,500.12	\$105.88
45	County Assessor	1	0	1	Male	828	\$6,606.00	\$6,522.77	\$83.23
37	Correctional Communication Sup	1	0	1	Male	856	\$6,606.00	\$6,734.20	(\$128.20)
43	Assistant County Attorney	1	1	2	Balanced	881	\$6,877.00	\$6,923.36	(\$46.36)
41	Chief Deputy	1	0	1	Male	887	\$6,877.00	\$6,968.66	(\$91.66)
39	Environmental Services Directo	1	0	1	Male	892	\$7,147.00	\$7,006.42	\$140.58
40	Assistant County Engineer	1	0	1	Male	892	\$6,877.00	\$7,006.42	(\$129.42)
44	Information Technology Directo	1	0	1	Male	894	\$7,147.00	\$7,021.52	\$125.48
48	County Engineer	1	0	1	Male	1,020	\$9,221.00	\$9,224.77	(\$3.77)
46	County Auditor	0	1	1	Female	1,028	\$7,710.00	\$9,362.16	(\$1,652.16)
47	Community Social Services Dire	0	1	1	Female	1,069	\$7,986.00	\$8,351.70	(\$365.70)
49	County Administrator	1	0	1	Male	1,210	\$8,809.00	\$9,340.30	(\$531.30)

Job Number Count: 50

Pay Equity Implementation Report

1/16/2015

Part A: Jurisdiction Identification

Jurisdiction: Swift County
P.O. Box 288
Benson, MN 56215

Jurisdiction Type: County

Contact: Michel Pogge-Weaver

Phone: 320-314-8399

E-Mail: mike.poggeweaver@co.swift.mn.us

Part B: Official Verification

- 1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was:

Description:

Public Employment HR
Consultant

- 2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:

** Will be posted after board action on 1/20/2015.

- 3. An official notice has been posted at:
Swift County Courthouse Legal Bulletin Board
(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

(governing body)

(chief elected official)

(title)

Part C: Total Payroll

\$5,414,325.21

is the annual payroll for the calendar year just ended December 31.

Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Date Submitted: _____