

Notice & Agenda

Swift County Board of Commissioners

Tuesday, December 17, 2013

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.

<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
	1-2	(1) Regular Session Minutes December 3, 2013
	3	(2) Executive Session Minutes December 3, 2013
	4-5	(3) Consider setting a special meeting (end of the year meeting) for December 31, 2013 at 9:00 AM
	6-23	(4) Audit Engagement Letter
	24	(5) Approval to open a fleet fuel card with WEX Inc
11:04 a.m.		Consider Approval of Commissioner warrants and Review Auditor warrants
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.		Environmental Services Director Scott Collins
	25-29	Consider approval of Conditional Use Permit #4394 for Steven & Warren Svor for concrete processing including crushing stockpiling and reclamation.
	30-34	Consider approval of Conditional Use Permit #4402 for Susan Benson for Concrete processing including crushing stockpiling and reclamation.
	35-50	Consider approval of Swift County's 2014-2015 Feedlot Program Delegation Agreement and Work Plan
11:40 a.m.		RDA Executive Director Jennifer Frost
	51-54	Consider approving a Swift County RLF Loan Application Warren Carlson of Carlson Manufacturing (Kerkhoven) gap financing of Laser equipment automation in expansion project to 2nd location (Benson).
11:45 a.m.		Mike Johnson, Parks and Drainage Supervisor
	55	Consider approving a request to update the appraisal to purchase land in the Appleton Area Recreation Park

Swift County Board of Commissioners
December 17, 2013 Meeting Agenda
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<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:50 a.m.		Other Business
	56-66	Consider setting 2014 levy and final budget for Swift County Consider setting 2014 levy and final budget for the RDA Consider setting 2014 levy and final budget for the HRA
	67-68	Consider setting 2014 Commissioner salaries and schedule of per diem
	69-96	Consider approving 2014-2016 Master Agreement between LELS Local #10 and Swift County
		Closed session to consider strategy for labor negotiations
		Consider approving a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03)
		Closed session to consider strategy for labor negotiations
		Adjourn close session and return to open session
12:00 p.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

December 3, 2013

Chairman Fox called the meeting to order at 4:04 PM with all members present as well as County Administrator Mike Pogge-Weaver, County Attorney Robin Finke, County Auditor Kim Saterbak, Payroll Officer/General Assistant Amanda Ness, and one guest.

Administrator Pogge-Weaver noted an addition to the consent agenda for an appointment to the HRA board, and an addition to other business for consideration to approve another fund.

12-3-13-01 Commissioner Rudningen moved and Commissioner Peterson seconded to approve the agenda with additions. Motion carried unanimously.

12-3-13-02 Commissioner Peterson moved and Commissioner Klemm seconded to approve the Consent Agenda which consisted of the Regular Session and Executive Session Board Meeting Minutes of November 19, 2013, approval of a resolution to transfer excess municipal account apportionments into the regular construction account, approval of a grant request with the Department of Revenue (PRISM), and appointment of Karla Schmidt to the HRA board. Motion carried unanimously.

12-3-13-03 Commissioner Rudningen moved and Commissioner Klemm seconded to approve the Commissioner warrants as follows: Revenue: \$40,769.60; Solid Waste: \$8,715.39; Road and Bridge: \$171,999.89; Welfare and Human Services: \$83.58; and County Ditches: \$11,145.50 which includes the following bills over \$2,000: Barry Bouwman, \$8,600.00; Commerford Construction Inc, \$10,545.50; Henry's Waterworks Inc, \$2,578.89; Koehl Excavating LLC, \$160,683.16; Maximus Inc, \$3,350.00; MN Dept of Transportation, \$3,093.82; Reliance Telephone, \$5,852.48; Royal Tire Inc, \$3,451.89; SW/WC Service Cooperatives, \$2,056.50; Waste Management of Northern Minnesota, \$7,759.13; and Yellow Medicine County Jail, \$19,072.59. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Fox reported on the hospital finance board, the hospital board, and a special meeting of the Pomme de Terre Rivershed. Commissioner Klemm reported on Prairie Lakes Youth and the DAC. Commissioner Peterson reported on the Prairie Five Community Action Council and HRA. Commissioner Rudningen reported on the Extension committee, Glacial Lakes Scenic Byway, labor negotiations, and he and Kerkhoven Mayor Brian Thompson thanked the board for approving the funds to help pay for a new ambulance for Kerkhoven. Commissioner Hendrickx reported on the Planning and Zoning Commission, the labor negotiations, Southern Prairie, and the RDC.

Administrator Pogge-Weaver updated the board on the tentative agreement with LELS in the labor negotiations noting that they had ratified their contract and it will be brought to the next board meeting. He also mentioned that the new custodian had started and asked the board for gift ideas for the AMC conference.

Environmental Services Director Scott Collins asked the board to consider approving Conditional Use Permit #4405 for Rural Cellular Corporation/Verizon Wireless for adding additional antennas to an existing tower. Director Collins said there was no opposition from the Planning and Zoning Commission and also none from the township.

12-3-13-04 Commissioner Hendrickx moved and Commissioner Klemm seconded to approve CUP #4405 to add additional antennas to an existing tower. Motion carried unanimously.

Director Collins also pointed out that they were still short one person for the Planning and Zoning Commission and Commissioner Fox stated that has someone who is currently considering the position.

12-3-13-05 Commissioner Hendrickx moved and Commissioner Peterson seconded to appoint Commissioner Rudningen as an alternate to the Minnesota Public Sector Collaborative. Motion carried unanimously.

12-3-13-06 Commissioner Peterson moved and Commissioner Rudningen seconded to approve the revised County Credit Card Policy. Motion carried unanimously.

Administrator Pogge-Weaver asked the board to consider approving a new fund 65, which would be the County Self Insurance Fund in order to have a more transparent fund.

12-3-13-07 Commissioner Klemm moved and Commissioner Hendrickx seconded to approve the creation of Fund 65. Motion carried unanimously.

12-3-13-08 Commissioner Rudningen moved and Commissioner Klemm seconded to adjourn to a closed meeting to engage in confidential attorney-client communications related to a pending litigation matter pursuant to Minnesota Statutes, Section 13D.05, subdivision 3(b), related to: Alliance Pipeline LP vs. The Commissioner of Revenue in and for The State of Minnesota, and the County of Swift and to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03). Motion carried.

The regular meeting recessed to the closed session at 4:47 PM.

The regular meeting reconvened to regular session at 5:36 PM.

The board recessed until 6:00 PM.

Chairman Fox called the Truth-In-Taxation Hearing to order at 6:01 p.m.

Administrator Pogge-Weaver gave a presentation to the board on the proposed levies, budget, revenues, and expenditures. No members of the public were present at the hearing.

12-03-13-09 Commissioner Hendrickx moved and Commissioner Rudningen seconded to close the Truth-In-Taxation Hearing. Motion carried.

Meeting adjourned at 6:09 PM

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, County Administrator

SWIFT COUNTY BOARD MINUTES
Record of Executive Session
December 3, 2013

Date convened: Tuesday, December 3, 2013

Time Convened: 4:49 PM

Time adjourned: 5:36 PM

Members Present: Commissioners Fox, Hendrickx, Klemm, Peterson, and Rudningen

Members Absent: None

Also Present: County Attorney Robin Finke, County Auditor Kim Saterbak, County Assessor Wayne Knutson, Amanda Ness, and County Administrator Michel Pogge-Weaver

Purposes: To engage in confidential attorney-client communications related to a pending litigation matter pursuant to Minnesota Statutes, Section 13D.05, subdivision 3(b), related to: Alliance Pipeline LP vs. The Commissioner of Revenue in and for The State of Minnesota, and the County of Swift

To consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03)

Chairman Fox called the executive session to order at 4:49 PM with all members present as well as County Attorney Robin Finke, County Auditor Kim Saterbak, County Assessor Wayne Knutson, Amanda Ness, and County Administrator Michel Pogge-Weaver.

County Attorney Robin Finke reviewed the pending litigation with the board. No action was taken by the board. At 5:15 the board concluded discussion on this item. Saterbak, Knutson, and Ness left the meeting.

The Board then discussed the progress of the current labor negotiations. The board took no action at the meeting.

12-03-13-1-ExS Commissioner Rudningen moved and Commissioner Hendrickx seconded to adjourn. Motion carried.

Executive Session adjourned at 5:36 PM

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, County Administrator



Request for Board Action

BOARD MEETING DATE:
December 17, 2013

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 resolution setting the end of the year meeting for December 31, 2013 at 9:00 AM.	
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: The board typically holds an end of the year meeting to pay final bills for the year. Consider setting the end of the year meeting for December 31, 2013 at 9:00 AM.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Board Action

Motions ___ J Fox ___ G Hendrickx ___ G Klemm ___ P Peterson ___ E Rudningen	
Action	Vote

**RESOLUTION
SETTING 2013 END OF THE YEAR MEETING**

Motion by Commissioner _____

Seconded by Commissioner _____

THEREFORE BE IT RESOLVED that the Swift County Board of Commissioners hereby set a special meeting for the December 31, 2013 regular 9:00 AM for its 2013 end of the year meeting to be held in the Commissioner Room at the Swift County Courthouse.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 17th day of December 2013.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel Pogge-Weaver, County Administrator

Fox	—	Hendrickx	—	Klemm	—
Peterson	—	Rudningen	—		

STATE OF MINNESOTA)
)ss.
COUNTY OF SWIFT)

I, Michel J. Pogge-Weaver, County Administrator and Clerk of the Board, for the County of Swift, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Swift County, Minnesota at their session held on the 17th day of December, 2013, now on file in the Swift County Administrator's Office, and have found the same to be a true and correct copy thereof.

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



Request for Board Action

BOARD MEETING DATE:
December 17, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Kim Saterbak	REQUESTOR PHONE: 320-843-6108
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a renewal of the audit engagement with Clifton Larson Allen, LLP	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The board is asked to approve engagement letter with CliftonLarsonAllen specifying the legal relationship and responsibilities of the audit firm and the County.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will review prior to execution	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

Board Action

Motions ___ J Fox ___ G Hendrickx ___ G Klemm ___ P Peterson ___ E Rudningen	
Action	Vote



CliftonLarsonAllen

CliftonLarsonAllen LLP
PO Box 648, Brainerd, MN 56401-0648
14275 Golf Course Drive, Suite 300
Baxter, MN 56425-8674
218-828-0100 | fax 218-828-9503
CLAconnect.com

October 30, 2013

County Board of Commissioners and Management
Swift County
301 14th Street N, Box 288
Benson, MN 56215

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (CLA) will provide for Swift County (“you,” “your,” or “the entity”) for the year ended December 31, 2013.

Douglas P. Host is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Swift County, as of and for the year ended December 31, 2013, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity’s basic financial statements. The RSI will be subjected to certain limited procedures, but will not be audited. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management’s discussion and analysis
2. Budgetary comparison schedules
3. Schedule of funding progress – other postemployment health care benefits

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards
2. Combining and individual fund statements
3. Other supporting schedules, as applicable

Nonaudit services

We will also provide the following nonaudit services:

1. Preparation of your financial statements, schedule of expenditures of federal awards, and related notes
2. Preparation of adjusting journal entries

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will perform procedures on the financial information of the Swift County-Benson Hospital (or request other auditors to perform procedures on the financial information of the Swift County Benson Hospital) to enable us to express our opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and with OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We will make reference to Babcock, Langbein, and Company's audit of Swift County Housing and Redevelopment Authority in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary

for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements are other than unmodified or the single audit compliance opinion is other than unqualified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and OMB Circular A-133. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Circular A-133 Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and OMB Circular A-133, the method of preparing it has not changed from the prior

period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying government award programs, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review upon the beginning of audit fieldwork.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. You are also responsible for providing us access to component information, those charged with governance of components, component management, and component auditors (including relevant audit documentation and communications).

Management is responsible for providing us with, or making arrangements to facilitate (1) unrestricted communication between us and the component auditors to the extent permitted by law or regulation; (2) communications between the component auditors, those charged with governance of the components, and component management, including communications of significant deficiencies and material weaknesses in internal control; (3) communications between regulatory authorities and the components related to financial reporting matters; (4) access to component information, those charged with governance of the components, component management, and the component auditors (including relevant audit documentation requested by us); and (5) permission to perform work, or request a component auditor to perform work, on the financial information of the components.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later

than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit procedures in December 2013. Please inform us of the planned timing of your year-end inventory procedures, and we may, depending on materiality, observe the counting of your year-end inventory procedures.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Minnesota Office of the State Auditor, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.cliftonlarsonallen.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

We estimate that our fees for these services will range from \$59,700 (\$55,300 for the audit and \$4,400 for the preparation of the financial statements and notes). The above fee includes travel and other out-of-pocket costs such as report production, word processing, postage, copies, telephone, etc. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. You and your attorney will receive a copy of every subpoena or request we are asked to respond to. You can control the costs of any discovery process or document request by informing us which requests you would like us to act on.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

HIPAA Business Associate Agreement

To protect the privacy and provide for the security of any protected health information, as such is defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations and policy guidances thereunder (HIPAA), Swift County and CLA shall enter into a HIPAA Business Associate Agreement (BAA) in the form attached hereto. If the attached HIPAA Business Associate Agreement is acceptable, please sign, date, and return it to us.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by ET Section 301 of the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Swift County's information in these cost comparison, performance indicator, and/or benchmarking reports.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between us. If you have any questions, please let us know. Please sign, date, and return the enclosed copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and our respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Douglas P. Host, CPA
Principal
218-825-2948
Doug.host@CLAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of Swift County.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: Kimberly A. Tuttle

Title: AUDITOR

Date: 12-6-13

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is made by and between Swift County (hereinafter referred to as “Client”) and CliftonLarsonAllen LLP (hereinafter referred to as “CLA”). This Agreement is effective as of the date signed by Client.

RECITALS

WHEREAS, Client is a Covered Entity pursuant to the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidances thereunder (the “HIPAA Standards”) and wishes to disclose certain information to CLA, or, if applicable, to allow CLA to create or receive information on behalf of Client pursuant to the terms of this Agreement, some of which may constitute Protected Health Information as defined under the HIPAA Standards (“PHI”); and

WHEREAS, Client and CLA intend to protect the privacy and provide for the security of PHI disclosed to CLA in compliance with the HIPAA Standards, and other applicable laws; and

WHEREAS, the purpose of this Agreement is to satisfy certain standards and requirements of the HIPAA Standards, as the same may be amended from time to time.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS OF AGREEMENT

1. Obligations of CLA.

a. Permitted and Required Uses and Disclosures. CLA may use and/or disclose PHI received by CLA from the Client, or, if applicable, created or received by CLA on behalf of the Client (hereinafter collectively referred to as the “Client’s PHI”) to perform functions, activities, or services for, or on behalf of, the Client in accordance with the specifications set forth in this Agreement; provided that such use or disclosure would not violate the HIPAA Standards if done by the Client. CLA must disclose PHI received by CLA from the Client as required by the HIPAA Standards and other applicable laws. Notwithstanding any other provision herein to the contrary, CLA agrees to use or disclose only the “Minimum Necessary” amount of information, as such term is defined in the HIPAA Standards, required to conduct the authorized activities herein, except that CLA will limit disclosures to a limited data set as set forth in 45 CFR. 164.514(e)(2) as required by the HIPAA Standards.

b. Uses and Disclosures Restricted. CLA shall not use or further disclose the Client’s PHI other than as permitted or required by this Agreement or as permitted or required by law. CLA shall not disclose Client’s PHI in a manner that would violate any restriction thereof which has been duly communicated to CLA. Except as permitted by the HIPAA Standards, CLA shall not directly or indirectly receive remuneration in exchange for any of the Client’s PHI unless a valid authorization has been provided to CLA.

c. Safeguards. CLA shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to protected health information, to prevent the use or disclosure of the Client's PHI other than as provided for by this Agreement.

i. Administrative Safeguards. CLA shall implement all required administrative safeguards pursuant to 45 CFR 164.308 as such are made applicable to business associates pursuant to the HIPAA Standards. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all administrative safeguards of 45 CFR 164.308 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Standards.

ii. Physical Safeguards. CLA shall implement all required physical safeguards pursuant to 45 CFR 164.310 as such are made applicable to business associates pursuant to the HIPAA Standards. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all physical safeguards of 45 C.F.R. § 164.310 that are designated "addressable" as such are made applicable to business associates pursuant to the HIPAA Standards.

iii. Technological Safeguards. CLA shall implement all required technical safeguards pursuant to 45 CFR 164.312 as such are made applicable to business associates pursuant to the HIPAA Standards. Additionally, CLA shall either implement or properly document the reasons for non-implementation of all technical safeguards of 45 CFR 164.312 that are designated as "addressable" as such are made applicable to business associates pursuant to the HIPAA Standards.

d. Reporting of Disclosures. CLA shall report to Client in writing within 60 days any use or disclosure of the Client's PHI other than as provided for by this Agreement, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which CLA becomes aware.

e. CLA's Agents. CLA shall ensure that any agents, including subcontractors, to whom it provides the Client's PHI agree in writing to the same restrictions and conditions that apply to CLA with respect to such PHI and shall make such information available to the Client upon request. Upon CLA contracting with an agent for the sharing of the Client's PHI, CLA shall provide the Client written notice of any such executed agreement.

f. Availability of Information to the Client. CLA shall make available to the Client such information as the Client may require to fulfill the Client's obligations under 45 CFR 164.524 to provide access to and/or provide a copy (including an electronic copy) of PHI pursuant to the HIPAA Standards or, if requested by the Client or required by the HIPAA Standards, CLA shall make such information available (in electronic format as required by the HIPAA Standards) to the subject of such information or such subject's designee and shall confirm to the Client in writing that the request has been fulfilled.

g. Amendment of PHI. CLA shall make the Client's PHI available to the Client, upon the Client's request, to fulfill the Client's obligations to amend PHI pursuant to the HIPAA Standards, and CLA shall, as directed by the Client, incorporate any amendments to PHI

provided to CLA by the Client into copies pursuant to 45 CFR 164.526 such PHI maintained by CLA.

h. Internal Practices. CLA shall make its internal practices, books and records relating to the use and disclosure of Client's PHI available to the Secretary of the United States Department of Health and Human Services or his or her designee for purposes of determining the Client's compliance with the HIPAA Standards.

i. Accountings. CLA agrees to document disclosures of Client's PHI and information related to such disclosures as required for the Client to promptly respond to a request by an individual for an accounting of disclosures of such individual's PHI by CLA in compliance with the HIPAA Standards. CLA agrees to provide to the Client information collected in accordance with the requirements of this Section 1.i to permit the Client to make a timely and prompt response to a request by an individual for such accounting as required by the HIPAA Standards. As required by applicable HIPAA Standards, CLA shall provide an accounting of disclosures made by CLA upon a request made by an individual directly to CLA for such an accounting.

j. Notification of Breach. During the term of this Agreement, CLA shall notify the Client within a reasonable time following the occurrence of any breach of security, intrusion or unauthorized use or disclosure of Client's PHI and/or any use or disclosure of Client's PHI not provided for by this Agreement. CLA shall notify Client, without unreasonable delay and in no case later than 60 calendar days, of the discovery of an unauthorized acquisition, access, or disclosure of "unsecured protected health information," as such term is defined in the HIPAA Standards. Such notice shall include all information required by the HIPAA Standards.

k. Policies and Procedures; Documentation. CLA shall develop appropriate policies and procedures relating to its compliance with the administrative, physical, and technical safeguards set forth in Sections 1.c of this Agreement and shall document, retain, and update such policies and procedures as required by 45 CFR 164.316.

2. Specific Use and Disclosure Provisions. Except as otherwise limited in this Agreement, CLA may: (a) use Client's PHI to perform certain functions for or on behalf of Client as requested by Client from time to time, subject to the requirements of the HIPAA Standards and the terms of this Agreement; (b) use Client's PHI for the proper management and administration of CLA or to carry out the legal responsibilities of CLA; (c) disclose Client's PHI for the proper management and administration of CLA, provided that disclosures are required by law, or CLA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies CLA of any instances of which it is aware in which the confidentiality of the information has been breached; and (d) use Client's PHI to provide Data Aggregation services to the Client as permitted by 45 CFR 164.504(e)(2)(i)(B).

3. Client Obligations. As required by the HIPAA Standards, Client shall: (a) provide CLA with the notice of privacy practices that Client produces in accordance with 45 CFR 164.520, as well as any changes to such notice; (b) provide CLA with any changes in, or revocation of,

permission by an individual to use or disclose PHI, if such changes affect CLA's permitted or required uses and disclosures; and (c) notify CLA of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 CFR 164.522. Client shall not request CLA to use or disclose Client's PHI in any manner that would not be permissible under the HIPAA Standards if done by client, except that Client may request CLA to provide Data Aggregation services to the Client as permitted by 45 CFR 164.504(e)(2)(i)(B).

4. Termination. A breach by either party of any provision of this Agreement, as determined by the other party, shall constitute a material breach of the Agreement and shall provide grounds for termination of this Agreement and the services of CLA by the non-breaching party if the breaching party is unable to cure such breach within ten (10) days following written notice of such breach. CLA agrees to cooperate with the Client as necessary to mitigate the extent of any unauthorized disclosures of Client's PHI or any damages or potential damages and liability under the HIPAA Standards caused by any violation of this Agreement by CLA or other unauthorized use of Client's PHI.

5. Treatment of Client's PHI after Termination. Upon termination of the Agreement for any reason, including the cessation of services by CLA for any reason, CLA shall return or destroy all Client's PHI that CLA still maintains in any form, and shall retain no copies of such PHI. If the parties mutually agree that return or destruction is not feasible, this Agreement shall continue to apply to such information and, without limitation to the foregoing, CLA shall extend the protections of this Agreement to such information and limit further use and disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. A senior officer of CLA shall certify in writing to the Client within thirty (30) days after termination or expiration of this Agreement that all Client's PHI has been returned or disposed of as required above.

6. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties agree to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the HIPAA Standards or other applicable laws upon the written request of the other party. Notwithstanding any other provision herein, either party may terminate this Agreement and the services of CLA, without penalty, upon thirty (30) days' written notice in the event (i) the other party does not promptly enter into negotiations to amend this Agreement when requested pursuant to this Section; or (ii) the other party does not enter into an amendment to this Agreement providing assurances regarding compliance with the HIPAA Standards or any other applicable laws relating to the security or privacy of PHI.

7. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Client, CLA, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Indemnification. Client shall indemnify, hold harmless and defend (with counsel of CLA's choosing) CLA from and against all claims, suits, administrative proceedings, demands,

losses, damages or penalties, including reasonable attorneys' fees, arising out of Client's misuse or improper disclosure of PHI or CLA's possession, use or disclosure of PHI at the direction of Client.

9. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA Standards. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Standards. There shall be no presumption for or against either party, by reason of one of the parties causing this Agreement to be drafted, with respect to the interpretation or enforcement of this Agreement.

10. Notices. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to Client, to: Swift County
301 14th St N, Box 288
Benson, MN 56215
Attention: Kim Saterbak, County Auditor

If to CLA, to: CliftonLarsonAllen LLP
14275 Golf Course Dr, Suite 300
Brainerd, MN 56401-0648
Attention: Douglas P. Host, Principal

or to such other names or addresses as Client or CLA, as the case may be, shall designate by notice to the other in the manner specified in this Section 10.

IN WITNESS WHEREOF, the parties have signed this Agreement.

Swift County

CliftonLarsonAllen LLP

By: _____
Print Name: _____
Title: _____
Date: _____

By: Douglas P. Host
Print Name: Douglas P. Host
Title: Principal
Date: 10-30-13



Request for Board Action

BOARD MEETING DATE:
December 17, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-843-6108
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a request to open a fleet fuel card with WEX Inc	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The county is looking to consolidate all of its fuel purchasing on one fuel card versus the several cards we currently use. WEX Inc fleet fuel cards can be used at most gas stations in the nation; including all of the gas stations in Swift County negating the need for multiple fuel cards that we currently use. Additionally the card comes with a number of security features making it easier for the County to detect inappropriate usage.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: No review requested	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Board Action

Motions ___ J Fox ___ G Hendrickx ___ G Klemm ___ P Peterson ___ E Rudningen
Action Vote



Request for Board Action

BOARD MEETING DATE:
December 17, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Environmental Services	REQUESTOR: Scott Collins	REQUESTOR PHONE: 320-843-2356
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of Conditional Use Permit #4394 for Steven & Warren Svor for concrete processing including crushing stockpiling and reclamation.	
AGENDA YOU ARE REQUESTING TIME ON: 11:25 a.m.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Concrete processing including crushing stockpiling and reclamation. Required Conditional Use Permit per subsection 4.3 Code of Ordinances, Agricultural District 2. Allowable use with Conditional Use Permit. Attached is a copy of the proposed Reclamation Gravel Pit Operator's Permit along with revised conditions from what was at the November 19th meeting.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? n/a	

Budget Information

FUNDING: None

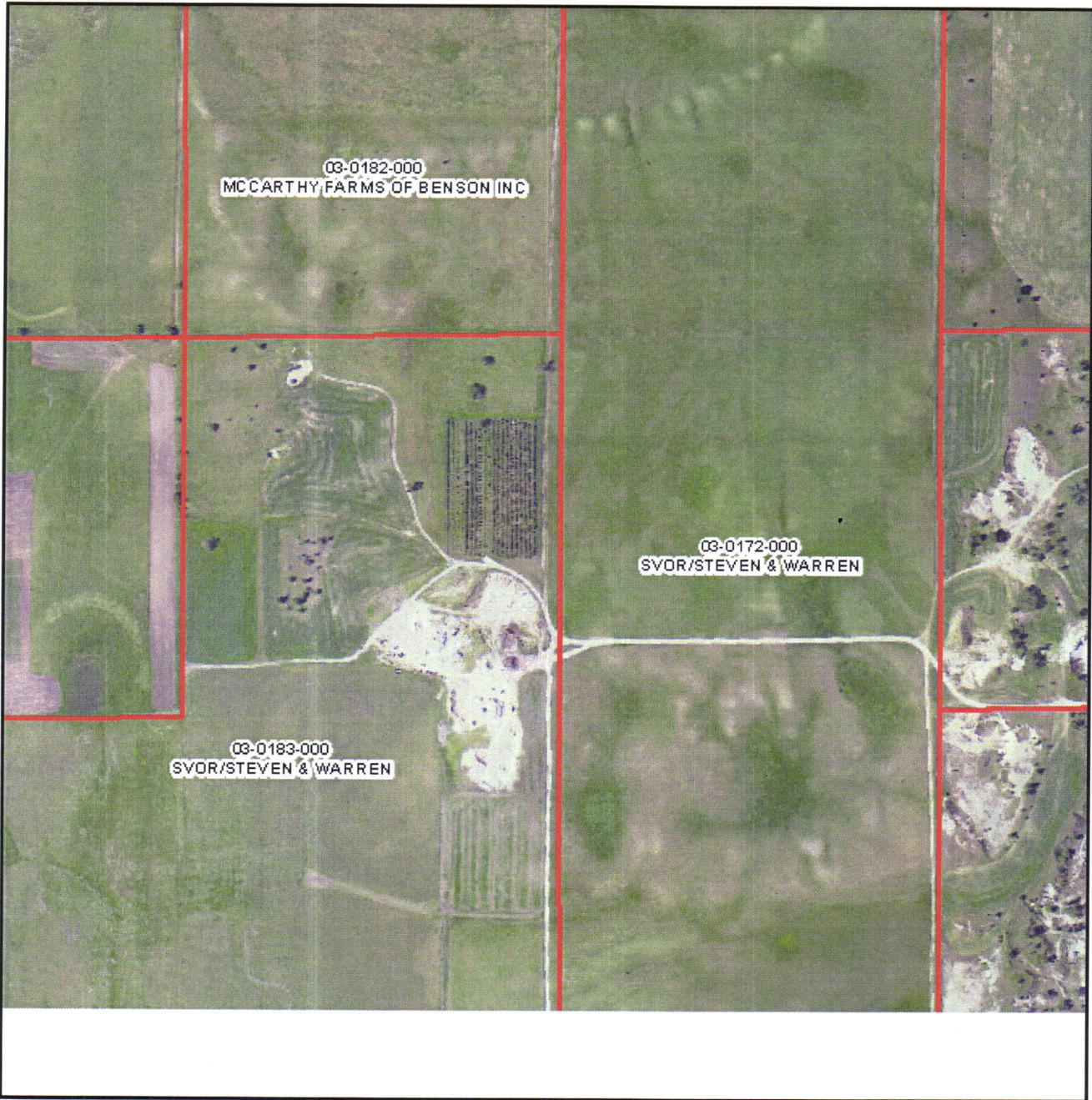
Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Review and consider
COMMENTS: n/a	COMMENTS: n/a

Board Action

Motions ___ J. Fox ___ G. Hendrickx ___ G. Klemm ___ P. Peterson ___ E. Rudningen	
Action	Vote

Map



Proposed Special Conditions
Steven & Warren Svor
Conditional Use Permit #4394

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. All complaints, problems or concerns regarding public health, safety and welfare must be addressed by applicant's personnel within 72 hours of presentation of the complaint. Copies of all complaints and responses addressed to them shall be submitted to Swift County Environmental Services.
3. No concrete, stock, etc. shall be located less than 100 feet from the right-of-way line and 20 feet from the nearest property line.
4. Stockpile must be crushed when the pile reaches 5,000 cubic yards or 5 years, whichever comes first.
5. Drainage in the area cannot be disturbed.
6. Compliance with the preceding conditions shall be the responsibility of the property owner. Failure to comply with these conditions shall be cause for revoking this permit until conditions are corrected.
7. All plans regarding approaches, access roads, as well as traffic control must be submitted to the township chairman and the Swift County Highway Engineer. Road setbacks and maintenance plans must also be submitted to the Swift County Highway Engineer.
8. Roads that are damaged due the activities will be repaired by the owner or operator to their pre-existing condition.
9. An operator's permit will be required for each year of operation.
10. Granting of the conditional use-permit shall be for the plans submitted with the initial application only.
11. This Conditional Use Permit #4394 shall expire one year from the date of issuance if the permit is not utilized.
12. Violation of any of the above stated conditions may result in revocation of the conditional use permit.

**Reclamation of Concrete/Asphalt Material
Operator's Permit, Swift County, MN**

Owner **Name:**
 Address:
 City/St:
 Telephone:

Operator **Name:**
 Address:
 City/St:
 Telephone:

**** The information will be used in the processing of your application by: Our Staff, the Swift County Planning Commission, the Swift County Board of Adjustments, and the Swift County Board of Commissioners.**

Legal Location:

Date first opened:

Distance from nearest road right-of-way (100' min.):

Distance from nearest property line (20' min.):

***Stockpile must be crushed when the pile reaches 5,000 cubic yards or 5 years, whichever comes first.**

****Map must be included which clearly outlines all boundaries and stockpile location. Please include length, width & height of stockpile.**

*****Permit will expire in 1 year unless, Application for Reclamation of Concrete/Asphalt Material is renewed annually.**

I hereby certify that I am the owner or authorized operator of the property described in this application and that all construction will conform with existing State and County laws and ordinance.

Applicant's Signature

Date



Request for Board Action

BOARD MEETING DATE:
December 17, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Environmental Services	REQUESTOR: Scott Collins	REQUESTOR PHONE: 320-843-2356
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of Conditional Use Permit #4402 for Susan Benson for Concrete processing including crushing stockpiling and reclamation.	
AGENDA YOU ARE REQUESTING TIME ON: 11:25 a.m.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Concrete processing including crushing stockpiling and reclamation. Required Conditional Use Permit per subsection 3.3 Code of Ordinances, Agricultural District I. Allowable use with Conditional Use Permit. Attached is a copy of the proposed Reclamation Gravel Pit Operator's Permit along with revised conditions from what was at the November 19th meeting.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? n/a	

Budget Information

FUNDING: None

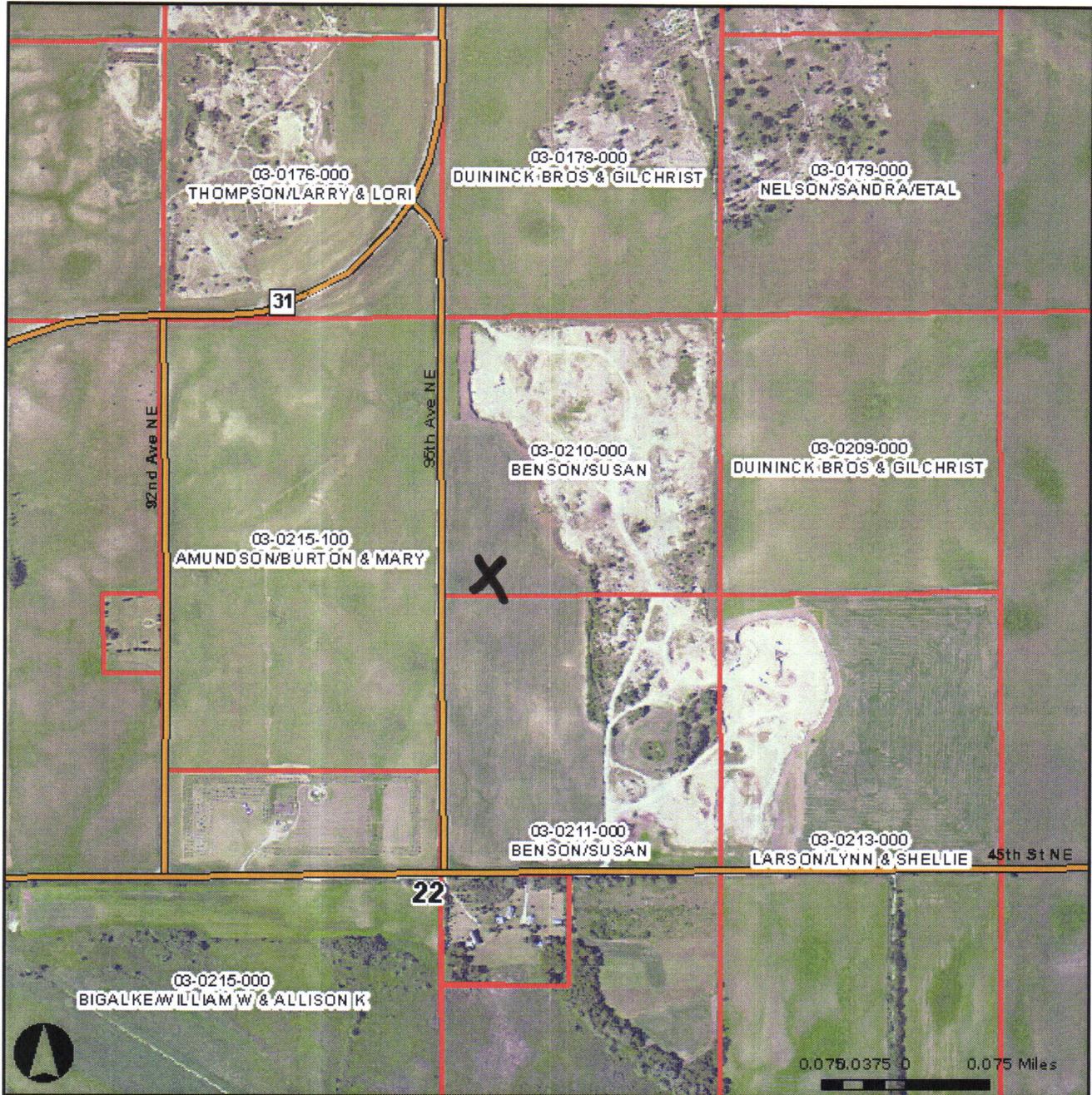
Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Review and consider
COMMENTS: n/a	COMMENTS: n/a

Board Action

Motions ___ J. Fox ___ G. Hendrickx ___ G. Klemm ___ P. Peterson ___ E. Rudningen	
Action	Vote

Map



Section Labels

Roads

- Alley
- CSAH
- City
- County

Roads (continued)

- State
- Township
- US

Railroad

- Railroad

Parcels

- Parcels

Lakes

- Lakes
- MunicipalBoundaries

2010 FSA

- Red: Band_1
- Green: Band_2
- Blue: Band_3

Proposed Special Conditions
Susan Benson
Conditional Use Permit #4402

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. All complaints, problems or concerns regarding public health, safety and welfare must be addressed by applicant's personnel within 72 hours of presentation of the complaint. Copies of all complaints and responses addressed to them shall be submitted to Swift County Environmental Services.
3. No concrete, stock, etc. shall be located less than 100 feet from the right-of-way line and 20 feet from the nearest property line.
4. Stockpile must be crushed when the pile reaches 5,000 cubic yards or 5 years, whichever comes first.
5. Drainage in the area cannot be disturbed.
6. Compliance with the preceding conditions shall be the responsibility of the property owner. Failure to comply with these conditions shall be cause for revoking this permit until conditions are corrected.
7. All plans regarding approaches, access roads, as well as traffic control must be submitted to the township chairman and the Swift County Highway Engineer. Road setbacks and maintenance plans must also be submitted to the Swift County Highway Engineer.
8. Roads that are damaged due the activities will be repaired by the owner or operator to their pre-existing condition.
9. An operator's permit will be required for each year of operation.
10. Granting of the conditional use-permit shall be for the plans submitted with the initial application only.
11. This Conditional Use Permit #4402 shall expire one year from the date of issuance if the permit is not utilized.
12. Violation of any of the above stated conditions may result in revocation of the conditional use permit.

**Reclamation of Concrete/Asphalt Material
Operator's Permit, Swift County, MN**

Owner **Name:**
Address:
City/St:
Telephone:

Operator **Name:**
Address:
City/St:
Telephone:

**** The information will be used in the processing of your application by: Our Staff, the Swift County Planning Commission, the Swift County Board of Adjustments, and the Swift County Board of Commissioners.**

Legal Location:

Date first opened:

Distance from nearest road right-of-way (100' min.):

Distance from nearest property line (20' min.):

***Stockpile must be crushed when the pile reaches 5,000 cubic yards or 5 years, whichever comes first.**

****Map must be included which clearly outlines all boundaries and stockpile location. Please include length, width & height of stockpile.**

*****Permit will expire in 1 year unless, Application for Reclamation of Concrete/Asphalt Material is renewed annually.**

I hereby certify that I am the owner or authorized operator of the property described in this application and that all construction will conform with existing State and County laws and ordinance.

Applicant's Signature

Date



Request for Board Action

BOARD MEETING DATE:
December 17, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Environmental Services	REQUESTOR: Scott Collins	REQUESTOR PHONE: 320-843-2356
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Swift County's 2014-2015 Feedlot Program Delegation Agreement and Work Plan	
AGENDA YOU ARE REQUESTING TIME ON: 11:25 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: The MPCA requires delegated counties to prepare a Delegation Agreement that describes the Swift County's plans/strategies and goals for administration and implementation of the county feedlot program and how the county will use feedlot grant funds in conjunction with the required local match dollars and in-kind contributions to carry out the goals, plans and minimum program requirements..	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING:

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Board Action

Motions ___ J. Fox ___ G. Hendrickx ___ G. Klemm ___ P. Peterson ___ E. Rudningen	
Action	Vote

2014 - 2015 County Feedlot Program Delegation Agreement and Work Plan (January 1, 2014 – December 31, 2015)

County: Swift

County Feedlot Officer(s): Scott Collins

Primary Contact Person: Barry Bouwman

Telephone Number: 320-843-2356

E-mail Address: scott.collins@co.swift.mn.us

The revised rules adopted on October 23, 2000, require a Delegated County (County) to prepare a Delegation Agreement that describes the County’s plans/strategies and goals for administration and implementation of the Feedlot Program. The attached Work Plan satisfies the Minnesota Rules Chapter 7020 requirement that the Delegation Agreement must be reviewed and approved by the Delegated County and the Minnesota Pollution Control Agency (MPCA) annually.

Minnesota legislative appropriation language (Minnesota Statutes 116.0711) contains provisions for reducing grants to Delegated Counties if they do not meet minimum program requirements (MPRs) as set forth in this document. Counties that fail to meet the 7% inspection rate MPR and/or 90% of non-inspection MPRs are subject to having base grant reductions and/or loss of eligibility for a performance award.

For any feedlot in which a County employee or a member of the County employee's immediate family has an ownership interest, the County employee will not:

- (a) Be involved in making preliminary or final decisions to issue a permit, authorization, zoning approval, or any other governmental approval for the feedlot;
- (b) Conduct or review inspections for the feedlot.

<p>This County Feedlot Program Delegation Agreement and Work Plan has been prepared by the County for the period of January 1, 2014 – December 31, 2015. The County agrees with the terms and conditions established in this Agreement and will use feedlot grant funds in conjunction with the required local match dollars and in-kind contributions to carry out the goals, plans and minimum program requirements described herein. The County understands that this Work Plan will be reviewed by the MPCA after completion of the first year of the Agreement and, if necessary, will be revised.</p>	
Signature of Chair of Board of County Commissioners	Date

A. Work Plan Strategies

The strategies component of the Work Plan fulfills County rule requirements (7020.1600, Subp. 3a.) that state the County must develop annual plans and goals in accordance with registration, inspection, scheduled compliance and owner assistance responsibilities.

Registration Strategy: Please address the following registration strategy criteria.

1. *Please indicate the method(s) the County will use to provide a feedlot owner with a registration receipt. For additional methods and requirements see the Annual Report Guidance document.*
 - a. *A 30-day Registration Receipt Letter.*
 - b. *A 30-day Inspection Letter that contains confirmation of re-registration.*
 - c. *A permit cover letter or Certificate of Registration that contains confirmation of re-registration.*
 - d. *Verbal notification of re-registration as documented by a log.*

The County will use the 30 day registration receipt letter and is also making site visits and inspections to complete re-registration at sites that have not responded to the mailing.

2. *Please indicate the type of registration form used by the County:*
 - a. *MPCA standard registration form.*
 - b. *County designed form. A copy of the form must be attached to the completed work plan.*

We will use the MPCA standard registration form.

3. *Please describe how the County will address facilities that upon re-registration show an increase in animal units, a change or addition to animal types or newly constructed animal holding or manure storage areas.*

All re-registrations that show changes will be part of a contact list that will be evaluated for follow up facility visits and inspections. Increases in animal numbers will be looked at for facility compliance and land application requirements. Decreases and ceased operations will be looked at for proper closures and status changes.

4. *Please describe the strategy and timeline that the County intends to follow to address facilities that have not met the re-registration deadline by January 1, 2014 and/or any continuous registration strategy over the next two years.*

It is the intention of the County to re-register all feedlots and farm visits are being done to any feedlot that has not returned a form or cannot be contacted by phone.

Inspection Strategy:

Delegated County must set inspection plans and goals for the purpose of identifying pollution hazards and determining compliance with discharge standards and schedules at sites with Open Lot Agreements (OLAs) (7020.1600 Subp. 3a. B.1 a. & 1b).

For assistance with completing this part of the work plan, please see Appendix A.

1. Using the table below, please complete your **Production Site Inspection Strategy** in accordance with the following factors.
 - a. Your inspection strategy must include plans, as applicable, for conducting inspections at these sites:
 - i. Sites where an interim or CSF (CSF applies to ≥ 300 AU) permit is issued.
 - ii. Sites with signed open lot agreements (OLAs) that have never been inspected.
 - iii. Sites required to be registered that have never been inspected.
 - b. In addition to the feedlot types identified in Item 1, please enter into the table one or more of the following listed strategies. You may also propose an alternative strategy:
 - i. The County goal is to inspect sites within shoreland and/or a DWSMA.
 - ii. The County inspects all feedlots in the County on a 5 year or less rotating basis.
 - iii. The County will place an emphasis on inspections at sites within a defined jurisdiction such as feedlots in a TMDL watershed, a township, or some other formally designated area.
 - iv. The County will place an emphasis on inspections at sites within a specified size category such as 300 – 499 AU or 500 – 999 AU.
 - v. The County will place an emphasis on inspections at sites that, according to previous inspections, have not been maintaining manure management records.
 - vi. Alternative strategies; please list in the table.
 - c. For each required strategy that applies and/or for each chosen strategy you list in the table, you must enter the total number of feedlots of that type you estimate are in your County (or other jurisdiction you have identified) and the number of those feedlots you intend to inspect.

Production Site Inspection Strategy Goals

Feedlot Type	Total Number (as defined by area, size, type, location, compliance status or other parameter)	Inspection Goal 2014	Inspection Goal 2015
Required Strategy. Inspect all sites where an interim or CSF (CSF for ≥ 300 only) permit is issued.		Estimate-3	Estimate-3
Required Strategy. Inspect sites with OLAs that have never been inspected:	4	2	2
Required Strategy. Inspect sites required to be registered that never been inspected.		6	6
<i>The County will place an emphasis on sites over 300 AU</i>		2	2
<i>alternative strategy. Inspect feedlot sites located on the Chippewa and Pomme-De-Terre Rivers.</i>		2	2
Total		15	15

2. Using the table below, please complete your **Land Application Inspection Strategy** in accordance with the following factors.
- a. Enter in the table below one or more of the following land application inspection strategies for addressing land application of manure, nutrient management planning and record keeping. You may also propose an alternative inspection strategy. See the Annual Report Guidance Document for more information on Land Application Inspections.
 - i. The County goal is to perform a Level II Land Application Inspection review as part of any Compliance inspection conducted at Non-NPDES sites >300 AU.
 - ii. The County will conduct Level III Land Application Inspections at all sites within a defined jurisdiction such as feedlots in a TMDL watershed, a township, or some other formally designated area.
 - iii. The County will conduct Level I inspections at sites that, according to previous inspections, have not been maintaining manure management records.
 - iv. Alternative strategies; please list in the table.
 - b. For each strategy that you list in the table, you must enter the total number of feedlot sites defined by the strategy and the number of those sites at which you intend to conduct land application inspections.

Land Application Inspection Strategy Goals

Feedlot Type	*Total Number (as defined by area, size, type, location, compliance status or other parameter)	*Inspection Goal 2014	*Inspection Goal 2015
<i>The County will conduct Level I inspections at sites that, according to previous inspections, have not been maintaining manure management records.</i>		4	4
<i>The County goal is to perform a Level II Land Application Inspection review as part of any Compliance inspection conducted at Non-NPDES sites >300 AU.</i>		3	3
<i>alternative strategy. The County will conduct Level III reviews at land application sites from feedlots that are over 300 AU.</i>		3	3
Total		10	10

*Numbers entered into the table for Level III land application strategy goals must be quantified by feedlot site and not by individual fields.

Compliance Strategy: Please describe your compliance strategy for 2014-2015.

1. Please state the various method(s) and practice(s) that the County will use in response to **production site inspections** that result in non-compliance, including facilities that have failed to meet OLA timelines:
 - a. Include corrective actions in the inspection results notification letter, where corrective actions can be completed in 30-days or less.

- b. *Issue a Letter of Warning (LOW) or a Notice of Violation (NOV) that will include corrective actions and deadlines.*
- c. *Issue an Interim Permit that includes timelines for corrective actions.*
- d. *Document in a letter to the owner that indicates another agency (NRCS or SWCD) is working to correct identified pollution hazards.*
- e. *Other strategies, as described in the space below.*

The County will use all the listed methods as well as on site planning with producers to reduce pollution potential while longer term plans are being made. Interim compliance actions and timelines will be part of Inspections that require open lot fixes.

2. *Please indicate in the space below the various method(s) and practice(s) that the County will use in response to **land application inspections** that result in non-compliance:*
- a. *Address non-compliance at the same time the facility non-compliance is addressed. See above.*
 - b. *Include corrective actions in the inspection results notification letter, where corrective actions can be completed in 30-days or less.*
 - c. *Issue a Letter of Warning (LOW) or a Notice of Violation (NOV) that will include corrective actions and deadlines.*
 - d. *Document in a letter to the owner that indicates another agency (NRCS or SWCD) is working to correct identified pollution hazards.*
 - e. *Other strategies, as described in the space below.*

We will use all listed methods in addition to assistance to producers to properly plan land applications to meet compliance and follow manure management plans.

3. *Please state the timelines (scheduled compliance goals) that the County intends to meet when using the methods and practices identified under item 1 and item 2:*
- a. *Notification of inspection results informing the producer of non-compliance including the listing of any corrective action that can be completed within 30 days. Follow-up contact/communication to evaluate producer progress.*
 - b. *Decision to escalate compliance action where progress on corrective actions is not forthcoming.*

Producers will be given reasonable time to gather information and update land application records. The County will continue to prioritize the actual land applications in regard to setbacks, rates, and incorporation. Corrective actions that can be completed in 30 to 60 days will remain as part of ongoing inspection and follow up. Continued non-compliance will result in warning and violation letters.

Owner Assistance Strategy: The MPCA requests that delegated counties set specific owner assistance plans and goals.

1. *Please state the number and type of activities you plan to conduct. (Examples are: group education events; newsletters; newspaper articles; producer surveys; distribution of manure sample containers; aid in MMP writing.)*

Swift County will hold their yearly producer meeting and utilize newspaper and newsletter articles to notify producers and public of feedlot activity and current news. Producers will be informed of resources available to assist with MMP writing.

2. Please state your goals in terms of the number of feedlots owners that you expect to attend meetings hosted to provide producer training and education.

The County goal is to have 20 to 30 producers per year attend a meeting to discuss the Feedlot Program and provide education regarding feedlot rules and manure management.

3. Please state whether you intend to participate in the Owner Assistance Tracking project that is being directed by MACFO and that begins January 1, 2014.

Yes, Swift County is prepared to use the owner assistance tracking form.

B. Delegated County Minimum Program Requirements

Part 2 of County feedlot program legislative appropriation language for 2014-2015 states that 25% of the total appropriation must be awarded according to the terms and conditions of the following Minimum Program Requirements (MPRs).

1. Inspection Minimum Program Requirement

A delegated County must inspect 7% or more of their feedlots annually, as determined by the table below, to be eligible for the Inspection Minimum Program Requirement award.

Inspection Minimum Program Requirement:	July 1 – Dec. 31, 2014	Jan. 1 –Dec 31 2015
1. Agency-approved number required to be registered. Please enter the number that is shown for your County on the 2014 County Program Base Grant Award Schedule, Appendix B. (These numbers may be modified upon finalization of the January 1, 2014 re-registration update.)	__152__	__152__
2. County – Agency agreed upon inspection rate. The inspection rate is 7% for 2014 and 2015 unless otherwise negotiated by the two parties.	__10%__	__10%__
3. County – Agency agreed upon inspection number for the identified time period. (These numbers may be modified upon finalization of the January 1, 2014 re-registration update.)	__15__	__15__

2. Other Minimum Program Requirements

Registration Minimum Program Requirements:	YES	NO
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<p>1. The County will register and maintain registration data in the Delta database in accordance with MN R. Ch. 7020.0350 Subp. 1 and 7020.1600, Subp. 2. C.</p> <p><i>A County program review indicates that the County uses the MPCA standard feedlot registration form or has been approved to use a County-designed registration form and updates Delta with the registration information acquired from registration forms and/or permit application. Fields that must be updated continuously include shoreland status, Drinking Water Supply Management Area (DWSMA) and Open Lot Agreement (OLA) as agreed to by FMT-MACFO in 2013.</i></p>	X	<input type="checkbox"/>
<p>2. The County issues a registration receipt to the feedlot owner within 30 days of receipt of the registration form. (7020.0350, Subp. 5.)</p> <p><i>File reviews indicate that the County has fulfilled the registration receipt requirement as stated in their registration work plan strategy.</i></p>	X	<input type="checkbox"/>

Inspection Minimum Program Requirements:	YES	NO
<p>3. The County maintains a record of all compliance inspections, including land application review results, conducted at feedlots required to be registered. At a minimum, counties must maintain on file, electronic or paper, a completed copy of the Non-NPDES Inspection Checklist. (7020.1600, Subp. 2. H.)</p> <p><i>File reviews indicate that the County uses, and maintains on file, inspection documentation in accordance with the above requirement.</i></p>	X	<input type="checkbox"/>
<p>4. The County completes entry of data from all feedlot compliance inspections, including land application review results, at feedlots required to be registered, into Delta and in accordance with Delta inspection fields by February 1 of the year following the end of the program year. (7020.1600, Subp. 2. H.)</p> <p><i>A Delta database query indicates that entry of inspection data into Delta occurs within required parameters.</i></p>	X	<input type="checkbox"/>
<p>5. The work plan contains an inspection strategy that has been approved by the agency. (7020.1600, Subp. 3a.B.(1-2))</p> <p><i>The Annual Inspection Strategy Progress report (located in the Supplemental Information Page section of the Annual County Feedlot Officer and Performance Credit Report) indicates that the County initiated inspection plans and goals as stated in their inspection strategy.</i></p>	X	<input type="checkbox"/>

Compliance Minimum Program Requirements:	YES	NO
<p>6. The County will notify the producer, in writing, of the results for any compliance inspection conducted. The notification must include a completed copy of the Non-NPDES Inspection Checklist. (7020.1600, Subp. 3a.B. (5a.))</p> <p><i>File review indicates that the County has notified the producers of compliance inspection results. Notification must be in writing either by letter or by a document, signed by the producer, that he/she has viewed and agreed with the completed inspection report and waives any further notification of results by mail.</i></p>	X	<input type="checkbox"/>
<p>7. The County will bring feedlot operations into compliance through the implementation of scheduled compliance goals as stated in their compliance strategy (7020.1600, Subp. 3a.B.(5)).</p> <p><i>File reviews indicated that, in matters of non-compliance, the County followed their compliance strategies.</i></p>	X	<input type="checkbox"/>
<p>8. The County maintains documentation and correspondence for any return to compliance from a</p>		

documented non-compliance status. (7020.1600, Subp. 2.H.) <i>When a County records a corrective action in Delta, the file contains documentation by either the County or other party verifying that the corrective action was implemented and/or installed.</i>	X	<input type="checkbox"/>
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Permitting Minimum Program Requirements:	YES	NO
9. The County will issue permits within the 60/120 day time period according to Minn. Stat. 15.99. (7020.0505, Subp. 5.B.) <i>Files reviews indicate that the County:</i> a. <i>Date stamps applications and all its components</i> b. <i>Incomplete letter are used when applicable</i>	X	<input type="checkbox"/>
10. The County will make sure all permit applications are complete. (7020.1600, Subp. 2.C.) <i>Files reviews indicate that the County uses an agency approved application checklist and that applications are complete.</i>	X	<input type="checkbox"/>
11. The County will ensure producer compliance with required notifications. (7020.2000, Subp. 4 and Subp. 5) <i>Public notifications for new or existing feedlots with a capacity of 500 AU or greater proposing to construct or expand must include the following information:</i> a. <i>Owner's names or legal name of the facility;</i> b. <i>Location of facility - County, township, section, and quarter section;</i> c. <i>Species of livestock and total animal units;</i> d. <i>Types of confinement buildings, lots, and areas at the animal feedlot; and</i> e. <i>Types of manure storage areas;</i> <i>Public notification completed by:</i> a. <i>Newspaper (affidavit in file)</i> b. <i>Written Notice Location</i> c. <i>Conditional Use Permit Notice</i>	X	<input type="checkbox"/>
12. Appropriate permit issuance after completion of required notifications. (7020.2000, Subp. 5) <i>File reviews indicate that permits have been issued after the appropriate number (20) of business days following public notifications.</i>	X	<input type="checkbox"/>
13. The County will ensure that MMP (manure management plan) conditions have been met according to 7020.2225, Subp. 4.D. prior to permit issuance (7001.0140). <i>File reviews indicate that a MMP and a manure management plan checklist completed by the CFO is on file for any Interim permit issued; a manure management checklist completed by the CFO is on file for any Construction Short-Form permit issued for a feedlot with ≥ 300 AU where manure is non-transferred; and a completed copy of the document "MMP When Ownership of Manure is Transferred" is on file for a feedlot with ≥ 300 AU where manure is transferred.</i>	X	<input type="checkbox"/>
14. The County will ensure that producers who submit a permit application that includes a liquid manure storage area (LMSA) meet the requirements set forth in 7020.2100. <i>File reviews indicate that the County uses an agency approved LSMA checklist and that plans and specifications are complete.</i>	X	<input type="checkbox"/>

15. The County will ensure that any pollution problem existing at a producer's site will be resolved before the permit is issued or is addressed by the permit. (7020.0500, Subp. 5.B. and 7001.0140) <i>File reviews indicate that the County issues Interim permits in appropriate situations.</i> <i>File reviews indicate that the County conducts an inspection prior to permit issuance.</i>	X	<input type="checkbox"/>
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Complaint Response Minimum Program Requirements:	YES	NO
16. The County maintains a record of all complaint correspondence. (7020.1600, Subp. 2.H. and Subp. 2.J.(6)) <i>The County maintains a complaint log and promptly reported to the MPCA any complaints that represented a possible health threat, a significant environmental impact or indicated a flagrant violation</i> <i>The complaint log record includes the following information:</i> <ul style="list-style-type: none"> a. <i>The type of complaint.</i> b. <i>The location of the complaint.</i> c. <i>The date and time the complaint was made.</i> d. <i>The facts and circumstances related to the complaint.</i> e. <i>A statement describing the resolution of the complaint.</i> 	X	<input type="checkbox"/>

Owner Assistance Minimum Program Requirements:	YES	NO
17. The work plan contains owner assistance goals that have been approved by the agency. (7020.1600, Subp. 2.J.(5) and Subp. 3a.B.(7)) <i>The annual delegation review indicates that the County initiated plans in accordance with their owner assistance work plan strategy.</i>	X	<input type="checkbox"/>

Staffing Level and Training Minimum Program Requirements:	YES	NO
18. The CFO (and other feedlot staff) attends training necessary to perform the duties of the feedlot program and is consistent with the agency training recommendations. (7020.1600, Subp. 2.K.) <i>The County completed a minimum of 18 continuing education units (CEU); each unit consisting of one hour of training related to Minnesota Rules Chapter 7020 competency areas: Regulating new construction; conducting inspections and evaluating compliance; handling complaints and reported spills; responding to air quality complaints, resolving identified pollution problems, communicating with farmers and the agricultural community.</i> <i>(See Annual CFO Report Form Guidance document for more information about Training Performance credits.) All training sessions attended by the County must be submitted with the Supplementary Report Form.</i>	X	<input type="checkbox"/>

Air Quality Minimum Program Requirements:	YES	NO
19. The County maintains a record of all notifications received from feedlot owners claiming air quality exemptions including the days exempted and the cumulative days used. (7020.1600, Subp. 2.I.)	X	<input type="checkbox"/>

<p><i>The County maintains a pumping notification log.</i></p> <p><i>The record includes the following information:</i></p> <ul style="list-style-type: none"> <i>a. Names of the owners/legal facility name</i> <i>b. Location of the facility (County, township, section, quarter)</i> <i>c. Facility permit number</i> <i>d. Start date and number of days to removal</i> 		
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Web Reporting Requirement:	YES	NO
<p>20. The County maintains an active Web site listing detailed information on the expenditure of County program grant funds and measureable outcomes as a result of the expenditure of funds. (H.F. No. 2123, 86th Legislative Session, Article 1, Section 3, Subdivision 1)</p> <p><i>As of July 1 of the current program year the following reports for the previous program year have been maintained on the County's web site:</i></p> <ul style="list-style-type: none"> <i>a. NRBG feedlot program financial report as recorded on eLINK</i> <i>b. Annual CFO Report</i> 	X	<input type="checkbox"/>

The 2014 - 2015 County Feedlot Program Delegation Agreement and Work Plan Review Summary

A. County Need Requests. Please state any specific resources that you are requesting the MPCA to provide in administering the County feedlot program in your County:

B. Agency Response/Comment to County Need Requests:

C. Documentation of Work Plan Revisions and/or Alternate Methods for Meeting MPRs.
Any work plan revisions including any alternate methods for meeting MPRs that have been agreed to by both parties must be documented in this space.

D. Work Plan Approval

The 2014-15 delegation agreement and work plan has been reviewed and satisfactorily addresses delegation agreement requirements.

Yes *No*

<p>The comments as recorded in the above parts together with the signatures of represented parties constitute that review of the delegation agreement has been conducted and that agreement of delegated County duties and goals by the MPCA and the County for the January 1 – December 31, 2014 period has been achieved.</p>	<p>County Feedlot Officer:</p> <hr/>	
	<p>_____ (Signature County Feedlot Officer)</p>	<p>_____ (Date)</p>
	<p>MPCA Representative:</p> <hr/>	
	<p>_____ (Signature MPCA Representative)</p>	<p>_____ (Date)</p>

2014 – 2015 Work Plan Inspection Strategy

Guidance

The inspection strategy section of the work plan is substantially new for 2014 – 2015. We have provided this special guidance section to ensure that CFOs not only understand the changes but can prepare inspection goals in line with the changes.

Changes to the work plan inspection strategy for 2014 – 2015:

1. The County must prepare a production site and a land application site inspection goal strategy.
 - Production site inspection. A production site inspection is a full-compliance inspection where all applicable parts of the non-NPDES inspection checklist must be completed including a Level I land application review.
 - Land application inspection. Three types of land application inspections can be conducted - Level I, Level II and Level III. The non-NPDES inspection checklist must be used to document land application inspection results and the results must be entered into Delta. None of the three types of land application inspections meet the definition of a compliance inspection. A Level II land application inspection is possible only if records are sufficient to meet Level I inspection requirements.
2. The production site inspection component has three mandatory inspection strategy requirements.
 - No. of sites the County anticipates inspecting as a result of issuances of interim or CSF permits (CSF issuance applies to ≥ 300 AU).
 - No. of sites with a signed OLA that have never been visited.
 - No. of sites required to register that have never been visited.
3. Compliance and construction inspections conducted as a result of the production site strategy count toward the minimum 7 percent rate; land application inspections conducted as a result of the land application strategy do not count toward the 7 percent inspection rate.
4. The County must write an annual inspection strategy progress report that addresses County results for both production and land application goals. The inspection strategy progress report will be included in the Supplemental Section of the Annual County Feedlot Officer and Performance Credit Report. The County needs to be realistic in their inspection strategy because they will be required to answer if they fail to meet their goals. See MPR No. 5.

As part of developing a realistic inspection strategy the County needs to consider all of their strategies (production and land application) and the time commitment required. The County should not design their inspection goals to simply meet the 7% minimum inspection rate. Rather the

county is urged to set inspection goals according to their inspections needs such as feedlots that have never inspected or feedlots with OLAs not inspected.

There will be no penalty if the County does not meet their strategies as long as they have valid reasons for not meeting it. The MPCA understands this is only a plan and that things happen. But the expectation is that the CFO communicates with their regional staff in a timely manner if they feel they will not be able to meet their goals during the year.

Recommended approach for developing production site inspection goals:

Please complete the following steps to prepare your production site inspection strategy goals.

Step 1. The first step is to calculate the number of feedlots that the County intends to inspect annually. We suggest that the County set a goal of inspecting 10 percent of the total number of feedlots required to be registered in the County. (We suggest 10 percent to ensure that the County meets the 7 percent required inspection rate.) Given this formula, a County with 300 feedlots would need to conduct 30 compliance and/or construction inspections annually.

Step 2. The second step is to calculate the number of sites in the county that are subject to the three required inspection strategy categories (See bullet 2 in previous section). For example a County may estimate that, based on past experience, they will need to inspect about 15 sites as a result of permit issuance requirements; and, they estimate that they have 10 sites with signed OLAs that have never been inspected; and, they estimate that they have 50 sites required to be registered that have never been visited. In this case the total number of sites needing to be inspected, as a result of the required inspection strategies, is 80.

Step 3. The third step is to decide how many inspections the County can conduct in each of the required categories over the next two years. The County must plan to inspect all sites each year where permits are being issued. However, counties may be able to complete only a fraction of the inspections over the next two years at feedlots that have never been inspected or with signed OLAs that have never been inspected. The reason is that some counties still have hundreds of sites that have never been inspected or sites with signed OLAs that have never been inspected. In the example that we are using, the County has determined that they can do a total of 30 inspections annually (See Step 1) and that 15 of them will be due to permit issuances (Step 2). This leaves 15 inspections available for sites that are required to be registered but have never been inspected and sites with signed OLAs that have never been visited.

Step 4. This step only applies to counties where the number of planned inspections, as defined by the three required inspection strategy categories, is less than 10% of the total number of feedlots in the County. In that event the County must choose additional inspection strategies (listed in the work plan or proposed by the County) whereby the county will be assured of meeting the 7% minimum inspection requirement.

Appendix B

FY 2014 County Program Base Grant Award Schedule (July 1, 2013 - June 30, 2014) \$1,959,000 Appropriation

Delegated County	Feedlots Eligible for Funding	2014 Base Grant Award	County Match Requirement
Big Stone	65	\$7,500	\$5,250
Blue Earth	358	\$32,177	\$22,524
Brown	389	\$34,963	\$24,474
Carver	264	\$23,728	\$16,610
Clay	113	\$10,156	\$7,109
Cottonwood	302	\$27,144	\$19,001
Dakota	183	\$16,448	\$11,514
Dodge	304	\$27,324	\$19,127
Douglas	411	\$36,941	\$25,859
Faribault	430	\$38,648	\$27,054
Fillmore	866	\$77,836	\$54,485
Freeborn	356	\$31,997	\$22,398
Goodhue	769	\$69,118	\$48,383
Houston	447	\$40,176	\$28,123
Jackson	346	\$31,098	\$21,769
Kandiyohi	450	\$40,446	\$28,312
Kittson	25	\$7,500	\$5,250
Lac Qui Parle	189	\$16,987	\$11,891
Lake of the Woods	29	\$7,500	\$5,250
Le Sueur	185	\$16,628	\$11,640
Lincoln	430	\$38,648	\$27,054
Lyon	338	\$30,379	\$21,265
McLeod	357	\$32,087	\$22,461
Marshall	67	\$7,500	\$5,250
Martin	500	\$44,940	\$31,458
Meeker	315	\$28,312	\$19,818
Morrison	592	\$53,209	\$37,246
Mower	361	\$32,447	\$22,713
Murray	462	\$41,525	\$29,068
Nicollet	347	\$31,188	\$21,832
Nobles	452	\$40,626	\$28,438
Norman	46	\$7,500	\$5,250
Pennington	47	\$7,500	\$5,250

Pipestone	524	\$47,097	\$32,968
Polk	82	\$7,500	\$5,250
Pope	334	\$30,020	\$21,014
Red Lake	37	\$7,500	\$5,250
Renville	323	\$29,031	\$20,322
Rice	341	\$30,649	\$21,454
Rock	514	\$46,198	\$32,339
Sibley	337	\$30,290	\$21,203
Stearns	1,539	\$138,325	\$96,828
Steele	285	\$25,616	\$17,931
Stevens	156	\$14,021	\$9,815
Swift	152	\$13,662	\$9,563
Todd	806	\$72,443	\$50,710
Traverse	44	\$7,500	\$5,250
Wabasha	506	\$45,479	\$31,835
Wadena	123	\$11,055	\$7,739
Waseca	248	\$22,290	\$15,603
Watonwan	203	\$18,246	\$12,772
Winona	592	\$53,209	\$37,246
Wright	285	\$25,616	\$17,931
Yellow Medicine	300	\$26,964	\$18,875
TOTAL	18,526	\$1,692,887	\$1,185,021



Request for Board Action

BOARD MEETING DATE:
12/17/2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: RDA	REQUESTOR: Jennifer Frost	REQUESTOR PHONE: 320-842-4769
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Presentation of Swift County RLF Loan Application – Warren Carlson of Carlson Manufacturing (Kerkhoven) gap financing of Laser equipment automation in expansion project to 2nd location (Benson)	
AGENDA YOU ARE REQUESTING TIME ON: 11:40 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes – approval of loan application
IS THIS MANDATED? No	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: The RDA Loan Committee (Randy Simmonds, Pete Peterson, Amanda Ness) met on 12/11/13 and recommended Approval of a \$125,000 loan with the following terms: 3% interest for 10 years (120 monthly payments to begin 60 days after close, shared 1st position on automation equipment for laser (RDC, Benson EDA).	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Riverwood Bank, Benson EDA (pending 12/19/13), UMVRDC (pending Jan 2014), Agralite RDLG (pending 1st Qtr 2014)

Budget Information

FUNDING: Available to Lend SCRLF equals ~\$255,000. Approval would leave ~\$130,000 in available funds)* Revolve rate for RLF with this approval will be ~\$6,150/month assuming balloons renew term. If balloons pay in full ~\$100,000 will become available to lend and revolve will only be \$3,900 month. *only Swift County RLF – does NOT include RDA fund, ELF or CNH MIF funds repaid to date.
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Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a

Board Action

Motions ___ J Fox ___ G Hendrickx ___ G Klemm ___ P Peterson ___ E Rudningen
Action Vote

Loan Application Information

Date: 12/11/13

Applicant Name: Warren Carlson

Business Name: Carlson Manufacturing

Business Address: PO Box 305 City: Kerkhoven State: MN Zip Code: 56252

Home Address: 3000 135th St NW City: Kerkhoven State: MN Zip Code: 56252

Phone #: 320-220-1870

Email: warren.carlson@carlsonmfg.com

Business Description: Custom Manufacturing

- 1. How much money is needed?**
\$125,000
- 2. How will the loan be used?**
\$100,000 for equipment – automation for laser, and \$25,000 for building prep and ancillary equipment
- 3. What will the loan do for the business?**
Allow the business to expand and be more competitive and productive
- 4. How much business equity is available?**
\$780,000
- 5. List other sources of money available to you.**
Riverwood bank, personal equity, UMRDC WESMN Fund, Benson EDA RLF, Swift County RLF
- 6. Could you obtain this loan from a bank?** _____ Yes X No
Building is being financed through the bank. Gap lenders are being sought for equipment financing term of 10 years and lower interest rate, which allows for greater personal equity investment.
- 7. Which vendors will supply the purchased materials?**
Mitsubishi EDM/LASER
- 8. How will the loan be repaid?**
With revenues from the business
- 9. Who will provide collateral and what will the collateral be?**
Carlson Manufacturing – 1st position on automation equipment that gap lender is financing

④

10. When is the loan needed?

December 20, 2013

11. When can repayment begin?

60 days following close to allow equipment to become operation.

12. How many loan payments will be made?

120 monthly payments (10 years)

The Swift County Rural Development Authority loan programs are designed to provide opportunities to Swift County businesses through technical assistance and gap financing. All participants in RDA programs should understand that the decision to accept any RDA provided technical or loan assistance is their own.

In submitting this loan application, I understand that I waive all claims against the Swift County Rural Development Authority and their staff. I understand that that I am requesting a loan that must be repaid. Everything that I have stated in this application is correct to the best of my knowledge.

Signature of Applicant: _____ Date: _____

Swift County Rural Development Authority (RDA)
Public Loan Application

FOR OFFICE USE ONLY

DO NOT WRITE BELOW THIS LINE

DATE: 12-12-13

NAME OF BORROWER: Carlson Manufacturing

AMOUNT OF LOAN REQUESTED: 125,000

LOAN: Approved Denied Recommend Approve

AMOUNT OF LOAN APPROVED: \$ 125,000 INTEREST RATE: 3 %

NUMBER OF PAYMENTS: 120

PAYMENT SCHEDULE: monthly

LOAN SOURCE(S) USED BY RDA AND AMOUNT(S): 125,000

COLLATERAL AND POSITION: 1st Laser automation (shared)

LOAN CLOSING DATE: Dec 20, 2013

COMMENTS: (If loan was denied or approved with conditions, state reasons, conditions and recommendations.) _____

Strong equity + 1st position collateral makes up for only 1 full time job.

Expansion - not relocation - good for Kerkhoven + Benson

Solid financial history

LOAN REVIEW COMMITTEE SIGNATURES

DATE

Peter Peterson

12-11-13

Andy Simone

12-11-13

Mandaless

12-11-13



Request for Board Action

BOARD MEETING DATE:
December 17, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Park, Drainages, and Wetlands	REQUESTOR: Mike Johnson	REQUESTOR PHONE: 320-843-8348
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a request to update an appraisal for the purchase of land in the Appleton Area Recreation Park.	
AGENDA YOU ARE REQUESTING TIME ON: 11:45 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Swift County has been given the go ahead from the MnDNR to have the appraisal on the remaining parcel in the Appleton Area Recreation Park updated. The original appraisal was not accepted by the landowner, the new appraisal will reflect more uses than just OHV recreation. This will be funded out of the current grant with no cost to the County.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Board Action

Motions ___ J Fox ___ G Hendrickx ___ G Klemm ___ P Peterson ___ E Rudningen	
Action	Vote



Request for Board Action

BOARD MEETING DATE:
September 3, 2013

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: Review the final 2014 Budgets and Levies for the County, HRA, and RDA and consider the following actions: <ol style="list-style-type: none"> 1. Consider approving a resolution on the 2014 Budget and Levy for the County 2. Consider approving a resolution on the 2014 Budget and Levy for the HRA 3. Consider approving a resolution on the 2014 Budget and Levy for the RDA 													
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No												
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: The County Board is required to approve final levies and budgets prior to December 30.												
BACKGROUND/JUSTIFICATION: The attached budget is substantially similar to the preliminary budget approved by the board in September. The proposed 2014 budget contains revenues of \$17,613,827 and expenditures of \$17,722,198. Of the \$17,613,837 in revenue, \$8,898,984 is proposed in property taxes and \$200,850 is expected in County Program Aids (CPA) for a total 2014 levy of \$9,060,234. The remaining revenues are from user fees, federal & state reimbursements, and the solid waste assessment. The 2014 levy is proposed to be distributed as follows:													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">Revenue</td> <td style="text-align: right;">\$ 4,757,093</td> </tr> <tr> <td style="text-align: right;">Road and Bridge</td> <td style="text-align: right;">\$ 1,905,027</td> </tr> <tr> <td style="text-align: right;">Human Services</td> <td style="text-align: right;">\$ 2,281,150</td> </tr> <tr> <td style="text-align: right;">Library</td> <td style="text-align: right;">\$ 116,964</td> </tr> <tr> <td style="text-align: right;">Solid Waste</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td style="text-align: right; border-top: 1px solid black;">Total Final Net Levy</td> <td style="text-align: right; border-top: 1px solid black;">\$ 9,060,234</td> </tr> </table>		Revenue	\$ 4,757,093	Road and Bridge	\$ 1,905,027	Human Services	\$ 2,281,150	Library	\$ 116,964	Solid Waste	\$ 0	Total Final Net Levy	\$ 9,060,234
Revenue	\$ 4,757,093												
Road and Bridge	\$ 1,905,027												
Human Services	\$ 2,281,150												
Library	\$ 116,964												
Solid Waste	\$ 0												
Total Final Net Levy	\$ 9,060,234												
The RDA levy is proposed to be \$87,000 in 2014 while the HRA is proposed to be \$45,000.													
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None													

Budget Information

FUNDING: These actions set the 2014 final budget and levies for the County, HRA, and RDA.

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Budget Summary

			2011 Actual	2012 Actual	2012 Budget	2013 Budget	2014 Budget
1	3	General Government					
		Revenues	(\$5,452,497.94)	(\$5,596,580.38)	(\$4,742,278.00)	(\$5,119,476.00)	(\$5,383,557.00)
		Expenditures	\$373,386.83	\$4,205,781.61	\$0.00	\$0.00	\$0.00
		Net	(\$5,079,111.11)	(\$1,390,798.77)	(\$4,742,278.00)	(\$5,119,476.00)	(\$5,383,557.00)
1	5	Board Of Commissioners					
		Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Expenditures	\$219,784.87	\$217,771.17	\$241,920.00	\$244,475.00	\$235,225.00
		Net	\$219,784.87	\$217,771.17	\$241,920.00	\$244,475.00	\$235,225.00
1	21	Law Library					
		Revenues	(\$24,817.89)	(\$19,305.00)	\$0.00	\$0.00	(\$15,500.00)
		Expenditures	\$18,941.53	\$23,947.73	\$0.00	\$0.00	\$23,475.00
		Net	(\$5,876.36)	\$4,642.73	\$0.00	\$0.00	\$7,975.00
1	31	County Administration					
		Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Expenditures	\$14,000.00	(\$14,000.00)	\$14,000.00	\$154,700.00	\$207,565.00
		Net	\$14,000.00	(\$14,000.00)	\$14,000.00	\$154,700.00	\$207,565.00
1	40	County Auditor					
		Revenues	(\$57,747.31)	(\$59,590.28)	(\$75,000.00)	(\$75,000.00)	(\$57,200.00)
		Expenditures	\$248,569.66	\$285,973.90	\$269,164.00	\$281,715.00	\$175,700.00
		Net	\$190,822.35	\$226,383.62	\$194,164.00	\$206,715.00	\$118,500.00
1	41	County Treasurer					
		Revenues	(\$19,323.00)	(\$17,725.52)	(\$8,000.00)	(\$8,000.00)	(\$12,600.00)
		Expenditures	\$178,216.41	\$180,980.73	\$180,687.00	\$186,936.00	\$197,820.00
		Net	\$158,893.41	\$163,255.21	\$172,687.00	\$178,936.00	\$185,220.00
1	42	County Assessor					
		Revenues	(\$37,381.75)	(\$39,649.75)	(\$39,127.00)	(\$39,127.00)	(\$38,500.00)
		Expenditures	\$223,025.08	\$236,148.03	\$241,592.00	\$251,291.00	\$223,405.00
		Net	\$185,643.33	\$196,498.28	\$202,465.00	\$212,164.00	\$184,905.00
1	43	Public Examiners					
		Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Expenditures	\$65,860.00	\$46,936.00	\$61,000.00	\$61,000.00	\$60,000.00
		Net	\$65,860.00	\$46,936.00	\$61,000.00	\$61,000.00	\$60,000.00
1	44	Licenses And Permits					
		Revenues	(\$4,775.00)	(\$4,395.00)	(\$3,500.00)	(\$3,500.00)	(\$4,100.00)
		Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Net	(\$4,775.00)	(\$4,395.00)	(\$3,500.00)	(\$3,500.00)	(\$4,100.00)
1	60	Data Processing					
		Revenues	(\$24,142.50)	(\$24,142.00)	\$0.00	\$0.00	(\$24,142.00)
		Expenditures	\$73,051.54	\$61,546.99	\$73,500.00	\$75,500.00	\$70,000.00
		Net	\$48,909.04	\$37,404.99	\$73,500.00	\$75,500.00	\$45,858.00
1	89	Elections					
		Revenues	(\$9,098.16)	(\$35,571.01)	(\$40,500.00)	\$0.00	(\$37,200.00)
		Expenditures	\$7,739.75	\$56,540.44	\$48,000.00	\$4,000.00	\$57,990.00
		Net	(\$1,358.41)	\$20,969.43	\$7,500.00	\$4,000.00	\$20,790.00
1	90	County Attorney					
		Revenues	(\$20,655.06)	(\$73,770.05)	(\$13,000.00)	(\$13,000.00)	(\$13,000.00)
		Expenditures	\$363,603.15	\$373,041.02	\$362,491.00	\$370,141.00	\$400,750.00
		Net	\$342,948.09	\$299,270.97	\$349,491.00	\$357,141.00	\$387,750.00

			2011 Actual	2012 Actual	2012 Budget	2013 Budget	2014 Budget	
1	100	Land Records	Revenues	(\$144,516.00)	(\$138,660.02)	(\$129,748.00)	(\$171,248.00)	(\$196,000.00)
			Expenditures	\$247,156.33	\$223,519.80	\$263,545.00	\$245,971.00	\$284,680.00
			Net	\$102,640.33	\$84,859.78	\$133,797.00	\$74,723.00	\$88,680.00
1	110	Courthouse	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$163,786.79	\$167,451.72	\$196,626.00	\$195,672.00	\$213,620.00
			Net	\$163,786.79	\$167,451.72	\$196,626.00	\$195,672.00	\$213,620.00
1	111	County Museum building	Revenues	(\$2,427.89)	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$101,160.28	\$116,277.45	\$159,671.00	\$168,672.00	\$52,555.00
			Net	\$98,732.39	\$116,277.45	\$159,671.00	\$168,672.00	\$52,555.00
1	112	CPHS Building	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$51,830.00
			Net	\$0.00	\$0.00	\$0.00	\$0.00	\$51,830.00
1	113	Prairie 5 Counsel Assoc Building	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$52,555.00
			Net	\$0.00	\$0.00	\$0.00	\$0.00	\$52,555.00
1	120	County Medical Insurance	Revenues	(\$1,660,567.32)	(\$1,528,224.19)	\$0.00	\$0.00	\$0.00
			Expenditures	\$1,651,057.59	\$1,525,950.25	\$0.00	\$0.00	\$0.00
			Net	(\$9,509.73)	(\$2,273.94)	\$0.00	\$0.00	\$0.00
1	122	Veterans Service	Revenues	(\$9,386.58)	(\$11,143.00)	(\$5,500.00)	(\$7,600.00)	(\$4,000.00)
			Expenditures	\$154,879.58	\$128,975.99	\$156,928.00	\$145,518.00	\$141,040.00
			Net	\$145,493.00	\$117,832.99	\$151,428.00	\$137,918.00	\$137,040.00
1	123	Planning And Zoning	Revenues	(\$77,184.38)	(\$142,902.00)	(\$67,880.00)	(\$78,390.00)	(\$78,590.00)
			Expenditures	\$60,661.13	\$56,539.13	\$68,630.00	\$82,790.00	\$82,375.00
			Net	(\$16,523.25)	(\$86,362.87)	\$750.00	\$4,400.00	\$3,785.00
1	148	Technology Committee	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$26,594.02	\$12,151.60	\$15,300.00	\$17,300.00	\$19,600.00
			Net	\$26,594.02	\$12,151.60	\$15,300.00	\$17,300.00	\$19,600.00
1	149	Technical Support	Revenues	(\$145,058.19)	(\$152,476.54)	(\$140,000.00)	(\$148,000.00)	(\$148,000.00)
			Expenditures	\$150,266.04	\$161,903.12	\$160,337.00	\$173,040.00	\$180,350.00
			Net	\$5,207.85	\$9,426.58	\$20,337.00	\$25,040.00	\$32,350.00
1	150	Missing Heirs	Revenues	(\$2,284.32)	(\$22,042.02)	\$0.00	\$0.00	\$0.00
			Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Net	(\$2,284.32)	(\$22,042.02)	\$0.00	\$0.00	\$0.00
1	200	Sheriff	Revenues	(\$175,964.97)	(\$468,796.71)	(\$98,125.00)	(\$95,625.00)	(\$145,625.00)
			Expenditures	\$1,275,475.50	\$1,728,629.44	\$1,274,765.00	\$1,308,058.00	\$1,517,680.00
			Net	\$1,099,510.53	\$1,259,832.73	\$1,176,640.00	\$1,212,433.00	\$1,372,055.00
1	202	911 Distribution	Revenues	(\$84,924.12)	(\$81,588.62)	(\$94,000.00)	(\$94,000.00)	(\$197,000.00)
			Expenditures	\$118,205.08	\$111,782.50	\$42,339.00	\$42,339.00	\$197,000.00
			Net	\$33,280.96	\$30,193.88	(\$51,661.00)	(\$51,661.00)	\$0.00

			2011 Actual	2012 Actual	2012 Budget	2013 Budget	2014 Budget	
1	204	Coroner	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$7,645.25	\$15,072.73	\$14,000.00	\$15,000.00	\$15,000.00
			Net	\$7,645.25	\$15,072.73	\$14,000.00	\$15,000.00	\$15,000.00
1	205	Jail	Revenues	(\$27,665.21)	(\$32,756.55)	(\$21,000.00)	(\$12,000.00)	(\$19,000.00)
			Expenditures	\$725,194.66	\$831,144.03	\$793,190.00	\$884,750.00	\$898,145.00
			Net	\$697,529.45	\$798,387.48	\$772,190.00	\$872,750.00	\$879,145.00
1	251	Grants 6W Community Corrections	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$153,073.00	\$159,195.92	\$159,196.00	\$161,590.00	\$180,804.00
			Net	\$153,073.00	\$159,195.92	\$159,196.00	\$161,590.00	\$180,804.00
1	261	Restorative Justice	Revenues	(\$19,751.84)	(\$22,575.29)	(\$27,000.00)	(\$27,000.00)	(\$2,000.00)
			Expenditures	\$47,276.34	\$49,339.47	\$67,800.00	\$86,479.00	\$54,985.00
			Net	\$27,524.50	\$26,764.18	\$40,800.00	\$59,479.00	\$52,985.00
1	280	Emergency Management	Revenues	(\$28,303.41)	(\$46,602.47)	(\$18,580.00)	(\$16,500.00)	(\$16,500.00)
			Expenditures	\$78,110.75	\$68,107.03	\$58,599.00	\$73,611.00	\$72,420.00
			Net	\$49,807.34	\$21,504.56	\$40,019.00	\$57,111.00	\$55,920.00
1	400	Countyside Public Health Service	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$81,686.00	\$84,487.00	\$85,000.00	\$86,177.00	\$88,762.00
			Net	\$81,686.00	\$84,487.00	\$85,000.00	\$86,177.00	\$88,762.00
1	406	Youth Programs	Revenues	(\$236.87)	(\$662.26)	(\$300.00)	(\$300.00)	(\$300.00)
			Expenditures	\$90,579.70	\$96,356.35	\$100,939.00	\$103,264.00	\$104,160.00
			Net	\$90,342.83	\$95,694.09	\$100,639.00	\$102,964.00	\$103,860.00
1	520	County Parks	Revenues	(\$31,531.64)	(\$32,621.18)	(\$509,000.00)	(\$509,000.00)	(\$428,000.00)
			Expenditures	\$23,516.20	\$17,750.61	\$515,000.00	\$516,000.00	\$435,000.00
			Net	(\$8,015.44)	(\$14,870.57)	\$6,000.00	\$7,000.00	\$7,000.00
1	521	Parks And Drainage	Revenues	(\$125,969.73)	(\$112,287.55)	(\$96,319.00)	(\$107,118.00)	(\$113,778.00)
			Expenditures	\$159,380.78	\$161,525.81	\$184,034.00	\$197,696.00	\$223,128.00
			Net	\$33,411.05	\$49,238.26	\$87,715.00	\$90,578.00	\$109,350.00
1	600	Extension	Revenues	(\$2,355.46)	(\$1,867.63)	(\$1,000.00)	(\$1,000.00)	(\$1,000.00)
			Expenditures	\$126,233.99	\$125,792.78	\$134,054.00	\$138,160.00	\$136,355.00
			Net	\$123,878.53	\$123,925.15	\$133,054.00	\$137,160.00	\$135,355.00
1	602	Agriculture Inspector	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00
			Net	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00
1	603	Predator Control	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$3,184.00	\$3,254.00	\$12,000.00	\$8,000.00	\$8,000.00
			Net	\$3,184.00	\$3,254.00	\$12,000.00	\$8,000.00	\$8,000.00
1	703	Grants And Appropriations	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$485,850.01	\$476,328.95	\$360,515.00	\$379,070.00	\$440,163.00
			Net	\$485,850.01	\$476,328.95	\$360,515.00	\$379,070.00	\$440,163.00

			2011 Actual	2012 Actual	2012 Budget	2013 Budget	2014 Budget	
Fund Total - 1			Revenues	(\$8,188,566.54)	(\$8,665,935.02)	(\$6,129,857.00)	(\$6,525,884.00)	(\$6,935,592.00)
			Expenditures	\$7,730,651.84	\$12,009,703.30	\$6,328,322.00	\$6,672,415.00	\$7,115,637.00
			Net	(\$457,914.70)	\$3,343,768.28	\$198,465.00	\$146,531.00	\$180,045.00
2	390	Environmental Services	Revenues	(\$926,856.66)	(\$892,396.75)	(\$853,932.00)	(\$912,932.00)	(\$824,550.00)
			Expenditures	\$957,234.93	\$940,532.88	\$951,817.00	\$933,413.00	\$884,570.00
			Net	\$30,378.27	\$48,136.13	\$97,885.00	\$20,481.00	\$60,020.00
Fund Total - 2			Revenues	(\$926,856.66)	(\$892,396.75)	(\$853,932.00)	(\$912,932.00)	(\$824,550.00)
			Expenditures	\$957,234.93	\$940,532.88	\$951,817.00	\$933,413.00	\$884,570.00
			Net	\$30,378.27	\$48,136.13	\$97,885.00	\$20,481.00	\$60,020.00
3	300	Highway Administration	Revenues	(\$6,582,537.43)	(\$7,546,902.41)	(\$5,232,961.00)	(\$6,685,751.00)	(\$5,259,449.00)
			Expenditures	\$1,368,740.81	\$1,365,582.50	\$197,187.00	\$190,250.00	\$200,784.00
			Net	(\$5,213,796.62)	(\$6,181,319.91)	(\$5,035,774.00)	(\$6,495,501.00)	(\$5,058,665.00)
3	301	Shared County Engineer	Revenues	(\$79,433.21)	(\$72,139.23)	\$0.00	(\$81,405.00)	(\$83,286.00)
			Expenditures	\$144,753.57	\$175,069.91	\$189,609.00	\$162,809.00	\$166,572.00
			Net	\$65,320.36	\$102,930.68	\$189,609.00	\$81,404.00	\$83,286.00
3	310	Maintenance	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$604,812.13	\$966,745.85	\$1,755,462.00	\$1,876,195.00	\$1,756,953.00
			Net	\$604,812.13	\$966,745.85	\$1,755,462.00	\$1,876,195.00	\$1,756,953.00
3	315	Engineering	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$14,000.38	\$8,477.89	\$73,520.00	\$79,722.00	\$72,730.00
			Net	\$14,000.38	\$8,477.89	\$73,520.00	\$79,722.00	\$72,730.00
3	320	Construction	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$3,372,727.25	\$3,200,865.17	\$1,942,952.00	\$3,423,944.00	\$1,837,838.00
			Net	\$3,372,727.25	\$3,200,865.17	\$1,942,952.00	\$3,423,944.00	\$1,837,838.00
3	330	Equipment & Maintenance Shops	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$613,457.77	\$553,982.98	\$728,331.00	\$735,496.00	\$799,729.00
			Net	\$613,457.77	\$553,982.98	\$728,331.00	\$735,496.00	\$799,729.00
3	350	Other (Highway)	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$9,484.00	\$11,083.00	\$10,000.00	\$10,000.00	\$10,000.00
			Net	\$9,484.00	\$11,083.00	\$10,000.00	\$10,000.00	\$10,000.00
3	360	Accounts Receivable	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$848.91	\$0.00	\$0.00	\$0.00	\$0.00
			Net	\$848.91	\$0.00	\$0.00	\$0.00	\$0.00
3	370	Inter-Governmental Expense	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$336,788.00	\$354,142.00	\$336,788.00	\$354,142.00	\$366,435.00
			Net	\$336,788.00	\$354,142.00	\$336,788.00	\$354,142.00	\$366,435.00

			2011 Actual	2012 Actual	2012 Budget	2013 Budget	2014 Budget	
Fund Total - 3			Revenues	(\$6,661,970.64)	(\$7,619,041.64)	(\$5,232,961.00)	(\$6,767,156.00)	(\$5,342,735.00)
			Expenditures	\$6,465,612.82	\$6,635,949.30	\$5,233,849.00	\$6,832,558.00	\$5,211,041.00
			Net	(\$196,357.82)	(\$983,092.34)	\$888.00	\$65,402.00	(\$131,694.00)
8	700	Revolving Loan Fund	Revenues	(\$127,351.94)	(\$2,209,867.60)	\$0.00	\$0.00	\$0.00
			Expenditures	\$1,571,984.44	\$835,360.83	\$0.00	\$0.00	\$0.00
			Net	\$1,444,632.50	(\$1,374,506.77)	\$0.00	\$0.00	\$0.00
8	703	Grants And Appropriations	Revenues	\$0.00	(\$400,000.00)	\$0.00	\$0.00	\$0.00
			Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Net	\$0.00	(\$400,000.00)	\$0.00	\$0.00	\$0.00
Fund Total - 8			Revenues	(\$127,351.94)	(\$2,609,867.60)	\$0.00	\$0.00	\$0.00
			Expenditures	\$1,571,984.44	\$835,360.83	\$0.00	\$0.00	\$0.00
			Net	\$1,444,632.50	(\$1,774,506.77)	\$0.00	\$0.00	\$0.00
11	404	Income Maintenance	Revenues	(\$1,047,195.42)	(\$1,335,771.29)	(\$1,121,300.00)	(\$1,155,290.00)	(\$1,261,040.00)
			Expenditures	\$1,089,658.42	\$1,196,118.57	\$1,121,300.00	\$1,155,290.00	\$1,261,040.00
			Net	\$42,463.00	(\$139,652.72)	\$0.00	\$0.00	\$0.00
11	405	Social Services	Revenues	(\$3,018,528.10)	(\$3,246,896.56)	(\$3,156,050.00)	(\$3,237,079.00)	(\$3,249,910.00)
			Expenditures	\$3,007,767.07	\$3,529,275.47	\$3,156,050.00	\$3,278,755.00	\$3,249,910.00
			Net	(\$10,761.03)	\$282,378.91	\$0.00	\$41,676.00	\$0.00
Fund Total - 11			Revenues	(\$4,065,723.52)	(\$4,582,667.85)	(\$4,277,350.00)	(\$4,392,369.00)	(\$4,510,950.00)
			Expenditures	\$4,097,425.49	\$4,725,394.04	\$4,277,350.00	\$4,434,045.00	\$4,510,950.00
			Net	\$31,701.97	\$142,726.19	\$0.00	\$41,676.00	\$0.00
40	3	General Government - Ditches Fund	Revenues	(\$314,673.31)	(\$442,210.33)	\$0.00	\$0.00	\$0.00
			Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Net	(\$314,673.31)	(\$442,210.33)	\$0.00	\$0.00	\$0.00
40	800	Unallocated - Ditches Fund	Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			Expenditures	\$473,974.04	\$454,155.09	\$0.00	\$0.00	\$0.00
			Net	\$473,974.04	\$454,155.09	\$0.00	\$0.00	\$0.00
Fund Total - 40			Revenues	(\$314,673.31)	(\$442,210.33)	\$0.00	\$0.00	\$0.00
			Expenditures	\$473,974.04	\$454,155.09	\$0.00	\$0.00	\$0.00
			Net	\$159,300.73	\$11,944.76	\$0.00	\$0.00	\$0.00
Grand Total			Revenues	(\$20,285,142.61)	(\$24,812,119.19)	(\$16,494,100.00)	(\$18,598,341.00)	(\$17,613,827.00)
			Expenditures	\$21,296,883.56	\$25,601,095.44	\$16,791,338.00	\$18,872,431.00	\$17,722,198.00
			Net	\$1,011,740.95	\$788,976.25	\$297,238.00	\$274,090.00	\$108,371.00

**RESOLUTION
ADOPTING FINAL SWIFT COUNTY
2014 BUDGET & LEVY**

Motion by Commissioner _____

Seconded by Commissioner _____

WHEREAS, pursuant to statute and rule of the Minnesota Department of Revenue, the County's 2014 Final Budget and Levy must be adopted by December 30, 2013; and

WHEREAS, the Swift County Board of Commissioner held its Truth-In-Taxation Public Hearing on December 3, 2013 at 6:01 pm in the Board Room in the Swift County Courthouse.

NOW, THEREFORE BE IT RESOLVED that the Swift County Board of Commissioners hereby adopts its 2014 final budget, dated December 13, 2013 and attached hereto as Appendix A with revenues of \$17,613,827 and expenditures of \$17,722,198.

BE IT FURTHER RESOLVED that the 2014 levy be set as follows:

Revenue	\$ 4,757,093
Road and Bridge	\$ 1,905,027
Human Services	\$ 2,281,150
Library	\$ 116,964
Solid Waste	\$ 0
<u>Total Final Gross Levy</u>	<u>\$ 9,060,234</u>

BE IT FURTHER RESOLVED that the final levy payable in 2014 be set as follows:

Total Final Gross Levy	\$ 9,060,234
CPA	\$ 200,850
<u>Operating Levy</u>	<u>\$ 8,859,384</u>
<u>Special Levies</u>	<u>\$ 39,600</u>
Total Final Net Levy	\$ 8,898,984

Adopted on a _____ vote by the Swift County Board of County Commissioners the 13th day of December 2013.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel Pogge-Weaver, County Administrator

Fox —
Peterson —

Hendrickx —
Rudningen —

Klemm —

STATE OF MINNESOTA)
)ss.
COUNTY OF SWIFT)

I, Michel J. Pogge-Weaver, County Administrator and Clerk of the Board, for the County of Swift, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Swift County, Minnesota at their session held on the 13th day of December, 2013, now on file in the Swift County Administrator's Office, and have found the same to be a true and correct copy thereof.

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

**RESOLUTION
CONSENTING TO THE SPECIAL BENEFIT TAX FOR
THE SWIFT COUNTY RURAL DEVELOPMENT AUTHORITY**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the Swift County Rural Development Authority (RDA) desires to levy such a special benefit tax in the amount of \$87,000, within the RDA's area of operation; and

WHEREAS, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

WHEREAS, the RDA is also required to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedure of the County in the same manner as required of the executive departments of the County, and the amount of the tax levy for the following year shall be based on that budget and approved by the Board Commissioners of Swift County;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Swift County, Minnesota hereby accepts the 2014 budget and consents to the levy of a special benefit tax for taxes payable in 2014 within the Authority's taxing jurisdiction in the amount of \$87,000.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 13th day of December 2013.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel Pogge-Weaver, County Administrator

Fox	___	Hendrickx	___	Klemm	___
Peterson	___	Rudningen	___		

STATE OF MINNESOTA)
)ss.
COUNTY OF SWIFT)

I, Michel J. Pogge-Weaver, County Administrator and Clerk of the Board, for the County of Swift, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Swift County, Minnesota at their session held on the 13th day of December, 2013, now on file in the Swift County Administrator's Office, and have found the same to be a true and correct copy thereof.

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

RESOLUTION
APPROVING THE AUTHORIZATION OF THE SPECIAL BENEFIT TAX
PURSUANT TO MINNESOTA STATUTES 469.033, SUBD.6 FOR
THE HOUSING AND REDEVELOPMENT AUTHORITY OF SWIFT COUNTY, MN

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the Housing and Redevelopment Authority of Swift County, Minnesota (the HRA) was created by the Swift County Board of Commissioners pursuant to Minnesota Statutes, Section 469.004; and

WHEREAS, pursuant to such action, the HRA was granted all powers and duties of a Housing and Redevelopment Authority under the provisions of the Municipal Housing and Redevelopment Act, Minnesota Statutes, Section 469.001 to 469.047 (formally 462.411-462.711) (“The Act”) and

WHEREAS, the HRA desires to levy such a special benefit tax in the amount of \$45,000 which is less than 0.0185% of taxable market value upon all taxable property, both real and personal, within the HRA’s area of operation; and

WHEREAS, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

WHEREAS, the HRA is also required pursuant to Section 469.033, Subd. 6, of the Act to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedure of the County in the same manner as required of the executive departments of the County, and the amount of the tax levy for the following year shall be based on that budget and approved by the Board Commissioners of Swift County;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Swift County, Minnesota hereby accepts the 2014 budget and consents to the levy of a special benefit tax for taxes payable in 2014 within the Authority’s taxing jurisdiction in the amount of \$45,000 for purposes outlined and authorized by Minnesota Statutes 469.001 to 469.047, but in no case shall the dollar levy for the HRA exceed the limitations prescribed by Minnesota Statutes, Section 469.027 to 469.033.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 13th day of December 2013.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel Pogge-Weaver, County Administrator



Request for Board Action

BOARD MEETING DATE:
December 17, 2013

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 setting 2014 Commissioner salaries and schedule of per diem	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The Board is required to annually set Commissioner salaries and schedule of per diems prior to December 31 st of each year. In 2013 the Commissioner salaries and per diems were as follows: \$18,392 Commissioner \$18,892 Chair (Commissioner salary plus \$500.00) \$70.00 per meeting (maximum 1 per diem per day) A 1% increase in Commissioner salaries would be as follows: \$18,575 Commissioner \$19,075 Chair (Commissioner salary plus \$500.00)	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Review and take an action
COMMENTS: n/a	COMMENTS: None

Board Action

Motions ___ J Fox ___ G Hendrickx ___ G Klemm ___ P Peterson ___ E Rudningen	
Action	Vote

RESOLUTION
SETTING SWIFT COUNTY BOARD OF COMMISSIONERS SALARIES FOR 2014

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, Minnesota Statute § 375.055 requires the Commission to set the salary and schedule of per diem for the Commission annually.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Swift County, set the Commission salaries and schedule of per diem for 2014 is as follows:

Chair	\$ _____
Other Commissioners	\$ _____
 Per diem	 \$ _____ per meeting (maximum 1 per diem per day)

Adopted on a _____ vote by the Swift County Board of County Commissioners the 17th day of December 2013.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel Pogge-Weaver, County Administrator

Fox	___	Hendrickx	___	Klemm	___
Peterson	___	Rudningen	___		

STATE OF MINNESOTA)
)ss.
COUNTY OF SWIFT)

I, Michel J. Pogge-Weaver, County Administrator and Clerk of the Board, for the County of Swift, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Swift County, Minnesota at their session held on the 17th day of December, 2013, now on file in the Swift County Administrator’s Office, and have found the same to be a true and correct copy thereof.

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



Request for Board Action

BOARD MEETING DATE:
December 17, 2013

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 2014-2016 Master Agreement between LELS Local #10 and Swift County	
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: The County is in the process of renegotiating labor agreements with all four of the County's union groups. All of the labor agreement expires as of December 31, 2013. The County has reached a tentative agreement with LELS (Deputies and Communications & Corrections Officers) on a new three year contract. Major changes in the contract includes: <ul style="list-style-type: none"> 1. Moving to a paid-time-off (PTO) plan for all new hires and current employees who choose to make the change. This replaces the vacation, sick and severance pay that the contract currently provides. 2. Permits the County to develop and implement a participatory wellness program. 3. Any employee leaving County service will have a prorated portion of the employer funded VEBA or HSA account withheld from their severance and last pay check. 4. The agreement makes minor modifications to the wage table and provides a 1% increase in wages on January 1st of each year the contract. <p>Members of LELS Local #10 ratified the agreement as of November 28, 2013. The County's negotiating team is recommending approval of the agreement as presented.</p>	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: Reviewed by the County's Labor Attorney	COMMENTS: None

MASTER AGREEMENT
BETWEEN
THE COUNTY OF SWIFT
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL #10

JANUARY 1, 2014 TO DECEMBER 31, 2016

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ARTICLE I. PURPOSE OF AGREEMENT

- 1.1 This Memorandum of AGREEMENT hereinafter referred to as the AGREEMENT, is entered into between the County of Swift, hereinafter called the EMPLOYER and Law Enforcement Labor Services, Incorporated, hereinafter called LELS. The intent and purpose of this AGREEMENT is to:
 - 1.1.1 Express in written form the complete AGREEMENT between the parties on hours, wages, and other conditions of employment and to specify the duration of this AGREEMENT;
 - 1.1.2 Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions as set forth in this AGREEMENT;
 - 1.1.3 Specify the full and complete understanding of the parties;
 - 1.1.4 Insure against any interruptions of work and interference with the efficient and effective rendering of services to the public.
- 1.2 The Employer and LELS, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE II. RECOGNITION

- 2.1 The EMPLOYER recognizes LELS as the exclusive representative under Minnesota Statutes, Section 179A for a unit described as follows: All essential employees of the Swift County Sheriffs Department whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year excluding supervisory and confidential employees, or as provided by statute.
- 2.2 In the event the EMPLOYER and LELS are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 No AGREEMENT covering terms and conditions of employment or other matters made between LELS and EMPLOYER shall be binding upon EMPLOYER unless the witnessed signature of the EMPLOYER is affixed thereon.

ARTICLE III. DEFINITIONS

3. 1 The following terms used in this AGREEMENT:

- 3.1.1 LELS: Law Enforcement Labor Services, Incorporated.
- 3.1.2 EMPLOYER: Swift County and its authorized representatives including the Swift County Sheriff.
- 3.1.3 EMPLOYEE: A member of the exclusively recognized bargaining unit as defined in Article II, Section 2.1, herein, working more than fourteen (14) hours per week and more than sixty-seven (67) days per year.
- 3.1.4 PERMANENT EMPLOYEE: A member of the exclusive recognized bargaining unit as defined in Article II, Section 2.1 who has completed the required probationary period and is working more than fourteen (14) hours per week and more than sixty-seven (67) days per year.
- 3.1.5 SENIORITY: Length of compensated continuous service with EMPLOYER from last date of hire.
- 3.1.6 CONTINUOUS SERVICE: Full time service from most recent date of hire, including approved leaves of absence and periods of lay-offs if return from lay-off was upon recall, as established by EMPLOYER.
- 3.1.7 DAYS: Unless otherwise indicated, means working days.
- 3.1.8 LAY-OFF: Separation from service with the EMPLOYER, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- 3.1.9 PROMOTION: A change of an employee from a position in one work classification to a position in other work classifications within the bargaining unit with increased responsibility and higher compensation.
- 3.1.10 TRANSFER: A change of employee from one position to another position in the same work classification or to another work classification in the same compensation range within the bargaining unit, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.1.11 PROBATIONARY PERIOD: The first twelve (12) months of service for Deputy Sheriff and Communications & Corrections Officer.
- 3.1.12 BASE PAY RATE: The employees basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity or any other

special allowances.

- 3.1.13 EMERGENCY: A crisis situation or condition which may be reasonably expected to endanger life or property as defined by the County of Swift.
- 3.1.14 DEPARTMENT: The Swift County Sheriffs Department.
- 3.1.15 SHERIFF: The Law Enforcement Representative of the EMPLOYER.
- 3.1.16 PYRAMIDING: The payment of more than one form of compensation for the same hour of work.
- 3.1.17 FULL MONTH OF SERVICE: An average of 174.00 compensated hours.
- 3.1.18 LEAVE OF ABSENCE: An approved absence from work duty during a scheduled work period with or without compensation.

ARTICLE IV. UNION SECURITY

- 4.1 In recognition of LELS as the Exclusive Representative:
 - 4.1.1 The EMPLOYER shall deduct an amount sufficient to provide the payment of regular dues established by LELS from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the EMPLOYER and LELS; and
 - 4.1.2. The EMPLOYER shall remit such deductions to the appropriate designated officer of LELS with a list of the names of the employees from whose wages deductions were made; and at times mutually agreed upon by the EMPLOYER and LELS; and
 - 4.1.3. LELS shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld.
- 4.2 LELS agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER under all provisions of Section 4.1 of this Article, and under provisions of M.S. 179A relating to “fair share.”
- 4.3 LELS may designate certain employees from the bargaining unit to act as steward and shall, within five (5) days of such designation, certify to the EMPLOYER in writing of such choice, and the designation of successors to former steward. The LELS

shall also certify to the EMPLOYER a complete and current list of its officers and representative(s).

- 4.3.1 The EMPLOYER agrees to recognize stewards certified by LELS as provided in this section subject to the following stipulations:
- A. LELS may designate employees from the bargaining unit to act as representatives and shall inform the EMPLOYER of such choice and of any changes in designation in writing.
 - B. Stewards and other employee LELS officers shall not leave their work stations without prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for union business will be limited to the investigation and presentation of grievances.
 - C. The EMPLOYER agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval of the EMPLOYER and without pay, for the purpose of conducting LELS business when such time off will not duly interfere with the operation of the department.

4.3.2 Non-employee representatives of LELS, previously certified to the EMPLOYER as provided herein, shall be permitted to come on the premises of the EMPLOYER for the purpose of investigating grievances if they first attain permission, which shall not be unreasonably withheld, to do so from the EMPLOYER'S designated representative and provided the LELS representative does not interfere with the work of employees. LELS agrees there shall be no solicitations for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other LELS activities on the EMPLOYER'S time.

4.4 The EMPLOYER agrees not to enter into any agreement with employees, individually or collectively, or with any other organization; concerning the terms and conditions of employment for employees in the bargaining unit covered by this AGREEMENT, which in any way conflicts with the provisions of this AGREEMENT.

4.5 The EMPLOYER agrees to publish work rules and regulations and to make copies available to employees.

ARTICLE V. EMPLOYER AUTHORITY

5.1 It is recognized by both parties that accept as expressly stated herein, the EMPLOYER

shall retain whatever rights and authority necessary to operate and direct the affairs of the Swift County Sheriffs Department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Department, to determine the method means, organization and number of personnel by which such operations and services are to be conducted, to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the EMPLOYER shall retain the authority and prerogatives to:

- 5.1 .1 Operate and manage affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including County Personnel Policies and Work Rules;
- 5.1.2 Take whatever actions may be necessary to carry out the missions of the County in emergencies.

ARTICLE VI. SENIORITY

- 6.1 The Sheriff may establish seniority lists structured by work classifications, in order of highest to lowest seniority, all permanent employees in the bargaining unit which shall:
 - 6.1.1 Be based upon the total length of compensated continuous employment from the most recent date of hire.
 - 6.1.2 Be updated annually and posted in the Sheriffs Department with a copy available to LELS Representatives upon request.
 - 6.1.3 Provide that when an employee, upon recommendation of the Sheriff and approval of the County Board of Commissioners, takes a leave of absence from his/her employment and returns to active employment, having fulfilled all terms and conditions of the leave of absence as established by the EMPLOYER, such employee shall be entitled to credit for all seniority accrued as of the time the leave commenced.
- 6.2 Lay-off shall be in inverse order of seniority within each classification.
- 6.3 Recall from lay-off shall be in order of seniority within each work classification provided that if an employee does not return to work upon recall as directed by the EMPLOYER, or on an extended date mutually acceptable to the employee and EMPLOYER, he/she shall automatically have terminated his/her employment.

ARTICLE VII. OUTSIDE EMPLOYMENT

- 7.1 Employees must receive prior written approval from the Sheriff before applying for or accepting outside employment. No outside employment will be permitted which involves a conflict of interest, which brings discredit to the employee or the Sheriffs Department, or which otherwise interferes with the performance of their duties. Reasonable requests to work outside employment will not be denied.

ARTICLE VIII. GRIEVANCE PROCEDURE

- 8.1 A grievance shall be defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the interpretation or application of the specific provisions of this AGREEMENT.
- 8.2 It is specifically understood that any matters governed by statutory provisions shall not be considered grievances and will not be subject to the grievance procedure herein set forth. The filing of a grievance or the seeking of remedy through the provisions of this AGREEMENT shall serve as a bar from seeking resolution or remedy through any other means; and filing of a grievance or the seeking of remedy other than in accordance with the provisions of this AGREEMENT shall serve as a bar from seeking resolution or remedy through this AGREEMENT.
- 8.3 GRIEVANCE PROCEDURE: Grievances as herein defined, shall be processed in the following manner:

Step 1 - INFORMAL - An employee claiming a violation concerning interpretation or application of . the express provisions of this AGREEMENT shall, within Twenty-one (21) days after the first occurrence of the event or such time as the employee reasonably should be aware of the event giving rise to the grievance, present such grievance to his supervisor who is designated for this purpose by the EMPLOYER. The supervisor shall give his oral or written answer within seven (7) days after such presentation.

Step 2 - FORMAL - The grievance shall be referred in writing to the Sheriff or his designated representative within fourteen (14) days after the designated supervisor's answer in Step I and shall be signed by both the employee and the LELS representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the relief requested. The Sheriff or his designated representative, shall discuss the grievance within seven (7) days with the employee and the LELS steward at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting the settlement shall be reduced to writing and signed by the Sheriff or his designated representative, and LELS if no settlement is reached, the Sheriff or his designated representative shall give written answer to LELS within seven (7) days following their

meeting.

Step 3 - MEDIATION – Upon completion of the previous procedure and prior to requesting arbitration, the Union and the Employer, by mutual agreement may request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step 2. The time limit for requesting arbitration is tolled during mediation and if mediation does not resolve the grievance within 30 days, arbitration may commence as hereafter provided in Step 4.

Step 4 - ARBITRATION - If the grievance is not settled in accordance with the foregoing procedure, either party may refer the grievance to arbitration within seven (7) days after the mailing of the EMPLOYER'S written answer in Step 3 as provided in Minnesota Statutes, Section 179A.21. The parties shall attempt to agree upon an arbitrator within seven (7) days after receipt of notice of referral and in the event that the parties are unable to agree upon an arbitrator within said seven (7) day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the EMPLOYER and LELS shall have the right to alternately strike two (2) names from the panel. The parties shall by flip of a coin determine who shall strike first and then shall alternate until one (1) name remains who shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the EMPLOYER and LELS requesting that he/she set a time and a place subject to the availability of the EMPLOYER and LELS Representative. The fee and expenses of the arbitrator and any other expenditure required in connection with the arbitration procedure, including special services mutually agreed to by the parties shall be divided equally between the EMPLOYER and LELS; provided, however, that each party shall be responsible for compensating its own representative and witnesses. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. He/she shall consider and decide only the specific issue(s) submitted to him/her in writing by the EMPLOYER and LELS and shall have no authority to make decisions on any other issues not submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modify or vary in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator shall submit his/her decision, in writing, within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to an extension thereof. The decision shall be based solely upon the arbitrators interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the express provisions of this AGREEMENT, the arbitrator shall refer the grievance back to the parties without decision or recommendation. The parties may, by mutual written agreement, agree to submit more than one grievance to an arbitrator, provided that each grievance will be considered a separate issue and each on its own merits.

- 8.4 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 there of within the specified time limits, the employee and LELS may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and LELS representatives involved in each step. Days as used in this Article shall mean calendar days.

- 8.5 Choice of Remedy: If a grievance remains unresolved following Step 3, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to arbitration or to procedures such as Veteran's Preference, if applicable. If appealed to any procedure other than arbitration, as set forth in this Agreement, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved Employee from making a subsequent appeal through arbitration as set forth in this Agreement.

ARTICLE IX. EMPLOYER SECURITY

- 9.1 Neither LELS, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined, pursuant to the discretion of the EMPLOYER.

ARTICLE X. PROBATIONARY PERIOD

- 10.1 All newly hired or rehired employees shall serve a twelve (12) month probationary period. Employees shall serve a six (6) month probationary period following a promotional appointment or transfer. A promoted or transferred employee who does not satisfactorily complete the probationary period shall revert back to his/her former classifications or another classification where a vacancy exists, if any.

ARTICLE XI. WORK SCHEDULES - PREMIUM PAY

- 11.1 Employees will receive pay at the classification level they are working.
- 11.2 This Article is intended only to define the normal hours of work and provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be

construed as a guarantee of hours of work per day or per week.

- 11.3 The work year, as measured from January 1 to December 31, is 2080 hours. Any hours over 2080 at the end of the year, that have not been previously paid as overtime will then be paid as overtime.
- 11.4 Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Sheriff. Shift assignment schedules will be posted a minimum of 30 days in advance.
- 11.5 Employees shall be compensated at one and one-half (1 ½) times the employee's regular base rate of pay for hours worked in excess of the regularly scheduled shift. Changes in shifts shall not qualify an employee for overtime pay.
 - 11.5.1 Non-compensated leave of absence hours shall not be included in the worked hours per week required to qualify for overtime premium.
 - 11.5.2 Overtime may be converted to compensatory time in lieu of overtime pay at the employees choice and with the approval of the Sheriff. Compensatory time would be calculated the same as overtime pay; that is at one and one-half (1 ½) hours for each hour worked in excess of their regular scheduled shift. Employees will be allowed to carry over one hundred Ninety Two (192) hours of compensatory time from year to year.
- 11.6 Part-time employees shall be compensated at one and one-half (1½) times the employee's regular base rate of pay for all hours worked in excess of eighty (80) hours in a fourteen (14) day period. Assignment to overtime and night shifts shall be at the discretion of the EMPLOYER. Employees shall be required to work overtime and night shifts unless excused by the EMPLOYER. Employees who refuse to work assigned shifts or overtime may be subject to disciplinary action as determined by the Sheriff.
- 11.7 The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provision of this AGREEMENT, nor shall there be any pyramiding of premium compensation.
- 11.8 Employees may voluntarily switch shifts provided that such switches ensure sufficient qualified personnel. Such switches shall not obligate the EMPLOYER for overtime pay. No switch in shifts shall be allowed unless the prior approval of the EMPLOYER is obtained. Reasonable requests to trade shifts with other employees will not be denied.
- 11.9 Part-time employees are entitled to all the following benefits on a pro-rated basis: Holidays, sick leave and vacations. Part-time employees will be credited with vacation, sick leave and holidays at the end of each calendar year in the first week of December based on the compensated hours in the past 12 months in relationship to 2,080 hours. (Compensated hours divided by 2,080).

11.10 Deputy-In-Charge: Each employee designated as “Deputy in Charge” shall receive an additional five percent (5%) salary over their base rate of pay for each hour worked as “Deputy in Charge.”

ARTICLE XII. HOLIDAYS

12.1 All employees for whom a holiday is a scheduled day of work shall be paid one and one-half (1 ½) times their regular rate of pay for the work performed on the holiday. Easter Sunday shall be included as a holiday for which employees working receive one and one-half (1 ½) times their regular rate of pay.

Any employee who is called into work 24-hours or less prior to the start of the shift on a holiday, on that designated Holiday will receive 3 times their base rate of pay for all hours worked on the Holiday.

12.2 All full time employees (Deputy Sheriffs and Communications & Corrections Officers) and permanent part-time employees shall work holidays as scheduled and shall receive a lump sum payment in the middle of December of each year equal to ten and one-half (10 ½) days pay at the employee's rate on the day the holidays occurred. Part-time employees shall receive this as a pro-rated benefit per 11.10.

12.3 Employees in non-continuous shift operations shall receive the following days off with pay as holidays.

12.4 Holidays are defined as:

New Years Day - January 1
Martin Luther Kings Birthday - Third Monday in January
Presidents Day - Third Monday in February
Good Friday - (one-half [½] day)
Memorial Day - Fourth Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veterans Day - November 11
Thanksgiving Day - Fourth Thursday in November
Day after Thanksgiving
Christmas Day – December 25

12.4.1 Employees who work on December 24th, (Christmas Eve) shall receive 1 ½ times regular base pay for all hours worked on the holiday.

12.4.2 In addition to the above, all employees shall receive one (1) floating holiday, which shall be taken at the time of their choice or paid out at regular base pay.

ARTICLE XIII. VACATIONS

13.1 ARTICLE XIII VACATIONS only applies to employees that start on or before December 31, 2013 or those employees who chose to convert to PTO under ARTICLE XVI.

13.2 All permanent full time employees shall be eligible for vacation leave benefits except newly hired employees, who shall not be eligible to utilize vacation benefits during the first year of employment.

13.3 Full time employees shall accrue monthly vacation benefits in accordance with the following schedule based upon years of continuous service.

0 - 5years	1 day
6 - 10years	1 ¼days
11- 15years	1 ½days
16 -20years	1 ¾days
20 plus years	2 days

13.4 Employees may carry over a maximum of 24 days vacation leave from one calendar year to the next.

ARTICLE XIV. SICK LEAVE

14.1 ARTICLE XIV SICK LEAVE only applies to employees that start on or before December 31, 2013 or those employees who chose to convert to PTO under ARTICLE XVI.

14.2 Sick leave shall be earned by permanent full time employees at the rate of eight (8) hours for each month of service.

14.3 Unused earned sick leave may be accumulated to a maximum of one hundred (100) days.

14.4 Sick leave may be authorized for actual illness or injury, legal quarantine, acute dental or medical treatment necessitating the employee's absence or for serious illness in the employee's immediate family when the employee's presence is necessary. Immediate family for the purposes of this section shall be defined as spouse, children, parents. Sick leave usage shall be subject to approval and verification by the EMPLOYER who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave or other

information the EMPLOYER deems necessary.

- 14.5 To be eligible for sick leave payment an employee must notify the EMPLOYER or his/her designee prior to the starting time of his/her scheduled shift. This notice may be waived if the EMPLOYER determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.
- 14.6 An employee injured on duty and eligible for Worker's Compensation benefits may elect to use sick leave or vacation leave to supplement Worker's Compensation benefits provided that the total leave and compensation shall not exceed his/her normal full pay.
- 14.7 Employees shall be granted up to three (3) days funeral leave to be taken within seven days following a death in the immediate family; said three days funeral leave shall not be charged to the employee's sick leave or vacation accrual. Immediate family shall be defined as spouse, brothers, sisters, sons, daughters, parents, brother-in-law, sister-in-law, grandparents, and grandchildren of either the employee or the employee's spouse. Employees will be allowed one day of sick leave to attend any other funeral.
- 14.8 Employees earning days of sick leave after the one-hundred (100) day accumulation is reached, shall be paid in cash at the current rate of pay at the end of each month. Any days used from the one-hundred (100) day accrual must be replaced before payment is made.
- 14.9 Employees will be granted parenting, family or medical leave as provided by law, and/or as provided for by Swift County personnel policy.
- 14.10 All paid benefits, including health insurance are to be paid based on law and County Personnel Policy while an employee is on paid leave or due to an injury occurring on duty.

ARTICLE XV. SEVERANCE PAY

- 15.1 ARTICLE XV. SEVERANCE PAY only applies to employees that start on or before December 31, 2013 or those employees who chose to convert to PTO under ARTICLE XVI.
- 15.2 Employees terminating employment with Swift County shall receive as severance pay, 50% of all accumulated unused sick leave to their credit, not to exceed one-hundred (100) days. Current daily rates of pay will be used in determining amount received.

ARTICLE XVI. PAID TIME OFF (PTO) PLAN

- 16.1 Employees hired on or after January 1, 2014 and after will automatically be placed on the PTO Plan. Employees hired on or before December 31, 2013 may remain on the current vacation and sick leave plans or opt to convert to the PTO plan. Once an employee chooses to convert to the PTO plan they cannot convert back.
- 16.2 Conversion Options. Optional for employees hired before January 1, 2014. Employee must make election by February 1, 2014 with the conversion and transition occurring on March 1, 2014.

Unused accrued vacation balances shall be converted hour-for-hour to the PTO account of each employee.

Unused accrued regular sick leave may be converted in one of two ways. Each employee will determine how to convert his or her own individual sick leave balances. A combination of both methods may be utilized. In that case, the employee will indicate how many hours of accrued sick leave will be converted via method one and how many hours will be converted via method two. The sick leave conversion decision is a one-time decision and is irrevocable.

- a. Sick Leave Conversion Method One – earned, accrued sick leave will be converted hour-for-hour to the Extended Sick Leave Bank (ESLB).
- b. Sick Leave Conversion Method Two – earned, accrued sick leave will be converted to PTO according to the following schedule:

0 to 5 years	10% of unused sick leave
6 to 10 years	25% of unused sick leave
11 to 15 years	50% of unused sick leave
16+ years	60% of unused sick leave

16.3 Extended Sick Leave Bank

The ESLB shall be available only to employees hired prior to January 1, 2014 and shall be funded by sick leave converted from the sick leave banks of those employees that were in existence prior to the creation of PTO.

For employees hired prior to January 1, 2014, absence due to illness, disability or injury may be taken from the ESLB or from the PTO Plan, at the employee's choice. However, the supervisor may require acceptable medical verification before approving use of ESLB time.

ESLB shall be paid 50% of their ESLB not to exceed 400 hours upon termination of employment.

- 16.4 All regular full-time employees shall accrue paid PTO in accordance with the following schedule, which shall be prorated based on full time equivalency:

<u>Length of Service</u>	<u>Annual F.T.E</u>
0 through 2 years	136 hours (17 days)
After 2 through 6 years	160 hours (20 days)
After 6 through 10 years	192 hours (24 days)
After 10 through 15 years	224 hours (28 days)
After 15 through 20 years	248 hours (31 days)
After 20 years	280 hours (35 days)

An employee may utilize PTO to the extent that it is earned.

- 16.5 Accumulation of PTO days is permitted but shall not exceed six hundred (600) hours for employees hired prior to January 1, 2014 and four hundred (400) hours for employees hired on or after January 1, 2014. Any excess hours are forfeited. PTO will be accrued only when the employee is on compensated payroll status. If the employee is not on fully compensated status, PTO will accrue on a pro-rata basis. "Compensated payroll status" means PTO time, working time or compensatory time.
- 16.6 Any employee with more than one (1) year of service who leaves the employment of the Employer by reason of death, disability, retirement, or resignation in good standing will be paid for his or her unused accrued PTO time. Resignation in good standing means providing a written resignation a minimum of 14 days before its effective date and the resignation is accepted by the County Board when no charges or allegations of misconduct are pending against the employee.
- 16.7 PTO can be used for any purpose, subject only to necessary request and approval procedures consistent with departmental policy and this labor agreement.
- 16.8 Non-emergency use of PTO must be requested in advance according to departmental policies. Emergency use may require documentation of the emergency. Non-scheduled PTO request may be denied. Failure to follow departmental policies regarding advance approval or appropriate emergency use of PTO may subject the employee to disciplinary action.
- 16.9 Medical Certification: A doctor's certificate stating the nature and duration of an illness or injury and verifying that the employee is unable to perform the duties and responsibilities of the employee's position may be required at the discretion of the supervisor before the use of emergency PTO is approved. A statement attesting to the

employee's ability to return to work and perform the essential functions of that employee's position may also be required before the employee returns to work.

ARTICLE XVII. MILITARY RESERVE TRAINING

- 17.1 Any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his base rate for the period of such training not to exceed fifteen (15) calendar days per calendar year.

ARTICLE XVIII. SALARY RATES

- 18.1 Employees covered by this AGREEMENT as defined in Article II, Section 2.1, herein shall be compensated for each full month of service in accordance with the schedule and provisions attached to this AGREEMENT as APPENDIX A.
- 18.2 Any salary adjustment provided for in this AGREEMENT shall commence on the beginning of the first payroll period following the date on which the employee becomes qualified and authorized to receive the adjustment.

ARTICLE XIX. LONGEVITY

- 19.1 Full and Part-time employees shall receive one cent per hour longevity pay for each year of service with the County, which shall be added to their hourly rate of pay. Employees shall be credited with past year of service with the County when computing this pay, which shall be added to their hourly rate of pay January 1, 1980. Thereafter, longevity pay shall be added to the hourly rate of pay on the beginning of the first payroll period following the employee's anniversary date.

ARTICLE XX. DISCIPLINE

- 20.1 Employees will be disciplined only for just cause.
- 20.2 Disciplinary actions will be one of the following forms::
- a) Discharge; or
 - b) Written reprimand; or
 - c) Suspension; or
 - d) Oral reprimand; or
 - e) Demotion.

Both the Employer and the Union agree that the above listed types of discipline are not to imply a sequence of events.

- 20.3 Employees who receive a written reprimand or who are suspended, demoted, or discharged shall have the right to appeal such disciplinary actions through the grievance procedures as established by ARTICLE VII (GRIEVANCE PROCEDURE).
- 20.4 Suspensions, demotions, and discharges shall be in writing and shall specify the charges, a copy of which shall be sent to the employee and LELS.
- 20.5 Employees who are to be discharged will first be suspended for five (5) scheduled normal working days prior to the discharge becoming effective. The appeal of a discharge may be initiated by LELS at Step 2 of the grievance procedure.
- 20.6 An employee called in for an internal investigation or interview will be informed by the EMPLOYER or investigator of their right to be represented by union representative or legal counsel during questioning. The EMPLOYER agrees to abide by the requirements of the Minnesota Peace Officers Discipline Procedures Act (see state statute).
- 20.7 Employees may examine their own personnel file at reasonable times under the direct supervision of a representative of the EMPLOYER. An employee may place a written response to specific charges recorded in his/her personnel file into the file.
- 20.8 During the probationary period a newly hired or rehired employee may be discharged without right of grievance or appeal.

ARTICLE XXI. CONSTITUTIONAL PROTECTION

- 21.1 Employees shall have the rights granted to all citizens by the United States and Minnesota Constitutions and state and federal statutes.

ARTICLE XXII. CALL BACK/COURT TIME

- 22.1 An employee who is called out to perform work services on other than his/her scheduled shift, shall receive a minimum of three (3) hours at time and one-half (1 ½) his/her normal base rate of pay. An extension of a shift or an early start to a shift shall not be considered a call back for the purposes of this Section.
- 22.2 An employee who is required to appear in Court because of his/her position as an employee, shall receive a minimum of two (2) hours pay at time and one-half (1 ½) his/her normal base rate of pay. Such pay shall be available only if the Court appearance is at other than regular scheduled duty times.
- 22.3 The number of hours actually worked, not the three (3) hour minimum shall be used for determining eligibility for overtime in accordance with ARTICLE XI, Section 11.4.

ARTICLE XXIII. INSURANCE

23.1 The EMPLOYER shall provide each employee with group health insurance coverage. An employee may provide health insurance coverage for his/her dependents in accordance with the terms of the group insurance policy. Premium payments shall be made in accordance with Section 22.2, Section 22.3, Section 22.4, Section 22.5, Section 22.7 and Section 22.8.

23.2 The EMPLOYER shall provide each full-time employee with Group Term Life Insurance in the amount of \$20,000 at no cost to the employee. The employee may provide life insurance coverage for his/her dependents in accordance with the terms of the group insurance policy through authorized payroll deductions.

23.3 SECTION 1. The EMPLOYER shall provide short and long term disability insurance coverage for each full time employee of \$800 and \$1,000 per month respectively.

SECTION 2. The EMPLOYER and the Union agree to negotiate any changes in insurance coverage as currently provided..

23.4 SECTION 1. The Employer shall provide and pay for 100% of group hospital and medical insurance for all full-time employees. Dependent health and medical coverage will be made available to qualified employees. During 2014, insurance will be paid as follows: employee will pay \$515.00 monthly co-pay for Plan #1 (\$500 deductible plan) dependent coverage, \$440.00 monthly co-pay for Plan #2 (VEBA plan) dependent coverage, and \$233.30 monthly co-pay for Plan #3 (HSA plan aka "Minimum Value Plan") for dependent coverage. For 2015 and 2016, the County and employee will split the cost of any increase in cost of dependent insurance coverage, with the County paying 50% of the increase and the employee paying 50% of the increase.

SECTION 2. At the beginning of the plan year, the Employer will fund the employer contributions to VEBA or HSA account. Part-time employees will receive a prorated portion of the full-time employer contributions to VEBA or HSA accounts. The contribution for employees hired after January 16th of any year will be prorated. Any employee leaving County service will have a prorated portion funded withheld from their severance and last pay check.

SECTION 3. At the discussion of the Employer, a County participatory wellness program maybe started. Half of the VEBA or HSA contribution will be withheld from employees that fail to meet the minimum participation level in the County participatory wellness program. Examples of participatory wellness programs include:

- A diagnostic testing program providing a reward for participation without

basing any part of the reward on outcomes. The employer will treat time spent completing diagnostic testing as a call out for any employee that completes it during nonscheduled time. The employer may schedule additional training in conjunction with call outs.

- A program providing a reward to employees for attending a monthly, no-cost health education seminar.

Employees who fail to meet the minimum participation levels in the annual wellness program will have one half of their VEBA or HSA funds withheld the next year. Employees who have funds withheld will have until June 30th of the next year to complete the required elements in order to receive their withheld contributions. Once the elements are completed, the employer will fully fund that year's contributions. For 2014 all VEBA and HSA employer contributions will be fully funded.

For 2014 employees will only need to complete a health questionnaire.

For 2015, employees will need to complete a health questionnaire, possibly diagnostic (biometric) testing, and 3 health wellness programs. The county agrees to offer a minimum of 12 health wellness programs throughout the year.

At least one employee of this group will be offered the opportunity to serve on the County Wellness Committee. Said employee will be subject to approval of the Union and the County Board.

- 23.5 The Employer agrees to implement and pay the administrative costs of a Flexible Benefits Plan. The terminated employee may continue to turn in bills to the Medical Expense Flex Plan until the account is depleted or the end of the Flex Contract Year. Any deficit in the account will be paid from the final payroll check of the employee.
- 23.6 Qualified Employees - Employees scheduled to work 24 hours per week, or more, or whose scheduled and unscheduled hours are expected to total at least 24 hours per week, are qualified employees. The County will pay on a pro-rated basis for employees scheduled, or expected, to work a minimum of 24 hours per week (60% of employer's portion) but less than 30 hours per week (75% of employer's portion). Employees who work 30 hours per week, or more, are considered full-time for health insurance benefits (100% of employer's portion).
- 23.7 Employees whose schedule is normally less than 24 hours per week, but who generally work at least 24 hours per week, will have their starting pro-rated share of health insurance expenses set at 60% of the employer's portion. On December 1st of each year, these employees will have their average work week hours calculated based upon the average weekly hours worked during the preceding January 1st through November 30th period. Only weeks of employment will count towards the average. That average will then be used to set their pro-rated amount for the next December 1st through November

30th period.

ARTICLE XIV. UNIFORM ALLOWANCE

- 24.1 The EMPLOYER shall provide each full time deputy required to wear a uniform with a uniform allowance of \$700 per year.
- 24.2 New full time deputies will be provided \$600.00 for the purchase of an initial issue of uniform items. The allowance shall be the amount listed in 23.1 in subsequent years.
- 24.3 New Communications & Corrections Officers will receive \$425.00 for purchase of an initial issue of uniform items after the probationary period is completed. The allowance shall be the amount listed in 23.4 in subsequent years.
- 24.4 Communications & Corrections Officers will receive \$450.00 per year.
- 24.5 Part-time employees shall receive full initial issue of uniform items. After initial issue or allowance, part-time employees shall receive uniform allowance on a pro-rated basis. If the employee works 75% of the time or more, the employee will receive full uniform allowance.

ARTICLE XXV. TRAINING

- 25.1 The EMPLOYER shall:
1. Be responsible for providing all training required by P.O.S.T. Board to maintain license as a certified Police Officer.
 2. Be responsible for providing all training required by the EMPLOYER.
 3. Reimburse employees for all reasonable costs incurred in obtaining training including, but not limited to, mileage, meals, lodging, and license fees as per County policy.

ARTICLE XXVI. COUNTY BUSINESS

- 26.1 Travel Meals and other expenses (As per County Policy 201.110 adopted by the County Board 12/03/2004)
1. Expenses incurred in the course of an employees official duties (i.e. meals, parking, lodging, registration fees etc.) will be reimbursed by the County. Reimbursement will not be allowed for meals within Swift County unless approved by the applicable department head. When an employee chooses not to

take advantage of meals, or other benefits, already paid for or included in registration fees, and therefore creates additional expenses, those expenses shall not be eligible for reimbursement. When a County vehicle is available and the employee opts to drive their personal vehicle to training or other official business, the County will only pay 50% of the IRS mileage rate.

2. Expenses reimbursements apply to employees only. Costs associated with spouses, children, or other individuals not officially representing the County are not eligible for reimbursement.
3. Public transportation used will be reimbursed for the actual cost of the most economical means of travel.
4. Meals reimbursements for expenses incurred outside of Swift County are allowed at the following maximums:

Breakfast	\$ 8.50
Lunch	\$11.00
Dinner	\$16.00
5. All requests for reimbursement must be on the proper form, include receipts and be approved by the applicable supervisor or department head.

ARTICLE XXVII. JURY DUTY

Employees will be granted a leave of absence any time they are required to report for jury duty or jury service. Employees will be paid their regular wages for each day of jury service, so long as the daily compensation for jury duty received by the employee (excluding mileage) is paid over to the Employer by the employee. Employees excused from jury duty shall notify supervisor of ability to return to work.

ARTICLE XXVIII. ON CALL/STANDBY PAY

28.1 All employees required by the Sheriff to be on on-call/standby status shall receive an additional \$225.00 per month. When called onto active status from on call/standby status, an employee shall be compensated with three (3) overtime hours or the actual overtime hours worked, whichever amount is greater.

ARTICLE XXIX. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 29.1 This AGREEMENT shall represent the complete AGREEMENT between LELS and the EMPLOYER.
- 29.2 The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the 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 that complete understandings and agreements arrived at by the parties after this exercise of the right and opportunity are set forth in this AGREEMENT. Therefore, the EMPLOYER and LELS, for the life of this AGREEMENT, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered 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 XXX. SAVINGS PROVISION

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

This AGREEMENT may be renegotiated upon written request of either party and the approval of the other party.

ARTICLE XXXI. TERM OF AGREEMENT

This AGREEMENT shall be effective January 1, 2014 and shall remain in full force and effect until December 31, 2016 in witness whereof, the parties hereto have caused this AGREEMENT to be executed.

LAW ENFORCEMENT LABOR SERVICES, INC.

COUNTY OF SWIFT

Kevin McGrath, BUSINESS AGENT
DATE _____

Joe Fox, CHAIR
DATE _____

Pat Hammerud, STEWARD
DATE _____

Michel J. Pogge-Weaver,
CLERK OF THE BOARD
DATE _____

APPENDIX A – CLASSIFICATION

Deputy

	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
2014	\$ 20.29	\$ 20.71	\$ 21.13	\$ 21.55	\$ 21.96	\$ 22.36	\$ 23.35	\$ 24.35	\$ 25.35
2015	\$ 20.49	\$ 20.92	\$ 21.34	\$ 21.77	\$ 22.18	\$ 22.58	\$ 23.58	\$ 24.59	\$ 25.60
2016	\$ 20.69	\$ 21.13	\$ 21.55	\$ 21.99	\$ 22.40	\$ 22.81	\$ 23.82	\$ 24.84	\$ 25.86

Communication and Correction Officers

	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
2014	\$ 16.97	\$ 17.23	\$ 17.48	\$ 18.05	\$ 18.43	\$ 18.98	\$ 19.32	\$ 19.67	\$ 20.03
2015	\$ 17.14	\$ 17.40	\$ 17.65	\$ 18.23	\$ 18.61	\$ 19.17	\$ 19.51	\$ 19.87	\$ 20.23
2016	\$ 17.31	\$ 17.57	\$ 17.83	\$ 18.41	\$ 18.80	\$ 19.36	\$ 19.71	\$ 20.07	\$ 20.43

The implementation of additional steps will not adversely affect any present employee (i.e. employees with higher wages, if any, will be grandfathered in at the higher wage).

Employees may be placed at a higher step with the mutual agreement of the County Board and Sheriff.

APPENDIX B – 2014 COUNTY PAID PORTION OF DEPENDENT/SINGLE HEALTH INSURANCE COVERAGE

	Plan #1 CMM	Plan #2 VEBA	Plan #3 HSA (Minimum Value Plan)
2014 Dependent Coverage Premium	\$2,039.50	\$1,811.00	\$1,604.31
2014 Single Coverage Premium	<u>\$711.50</u>	<u>\$685.50</u>	<u>\$614.50</u>
Dependent Portion of Premium	\$1,125.00	\$1,268.00	\$989.81
2013 Dependent Coverage Premium	\$2,039.50	\$1,811.00	Not Offered
2013 Single Coverage Premium	<u>\$711.50</u>	<u>\$685.50</u>	<u>Not Offered</u>
Dependent Portion of Premium	\$1,268.00	\$1,125.00	Not Offered
Increase in Dependent Portion of Premium	\$0.00	\$0.00	n/a
50% of Increase in Depend Coverage	\$0.00	\$0.00	n/a
2013 Co-Pay	<u>\$515.00</u>	<u>\$440.00</u>	<u>n/a</u>
Total 2014 Co-Pay	\$515.00	\$440.00	\$233.32

APPENDIX C – MEMORANDUMS OF UNDERSTANDING

List of Memorandums of Understanding

Exhibit 1 – Health Insurance “Minimum Value Plan” MOU

MEMORANDUM OF UNDERSTANDING

**Between
Swift County
and
Law Enforcement Labor Services, Inc. Local #10**

This Memorandum of Understanding (MOU) concerns the offering of a new health care insurance plan to be known as the “Minimum Value Plan”. This MOU is made and entered into this 5th day of ~~October~~^{November}, 2013; by and between Swift County (hereinafter "Employer") and Law Enforcement Labor Services, Inc. Local #10 (hereinafter "Union").

The Employer and the Union agree to the following:

- The Employer is considering offering a new health care insurance plan to be known as the “Minimum Value Plan” beginning on January 1, 2014.
- The Union agrees that the Employer can introduce or discontinue this plan at the beginning of any plan year at the Employer’s sole discretion.
- If this “Minimum Value Plan” is discontinued in the future the Union agrees that discontinuing of the plan does not create an aggregate value claim or any other claim.
- The Employer agrees that at the discretion of each Union member, they are permitted to switch to and from the “Minimum Value Plan” during each open enrollment period to be effective at the start of a new plan year. However, this does not obligate the Employer to continue to offer the “Minimum Value Plan” in the future which the Employer may discontinue at any time.

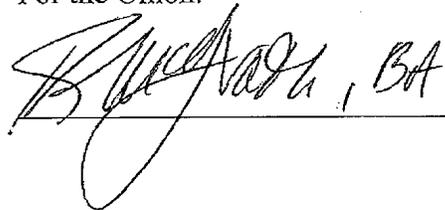
The duration of this Memorandum of Understanding runs until such time that the Employer discontinues the “Minimum Value Plan”.

For the Employer:





For the Union:





SWIFT COUNTY ADMINISTRATION

Historic Courthouse
301 14th Street N
P.O. Box 288
Benson, MN 56215

Memo

To: Board of Commissioners
From: Mike Pogge-Weaver, County Administrator *MPW*
Date: December 13, 2013
Re: Employment Updates

The following individuals were appointed since November 27, 2013:

- Margaret Thomas, Part-Time CCO, Sherriff, Starting January 2, 2014
- Jesse Redepenning, Part-Time CCO, Sherriff, Starting February 2, 2014

The following positions were approved to begin advertising since November 27, 2013:

- Social Worker, Human Services, Applications due Noon on Tuesday, Dec 17
(Replacement due to the resignation of Kendra Meers)

The following individuals tendered their resignation since November 27, 2013:

- Kendra Meers, Social Worker (Children's Mental Health)