

Notice & Agenda

Swift County Board of Commissioners Agenda

Tuesday, May 2, 2017

9:00 AM

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

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:03 a.m.		Consent Agenda
	1-2	(1) Minutes from the April 18, 2017 Regular Meeting
	3	(2) Minutes from the April 18, 2017 Closed Meeting
	4-32	(3) Consider approval of Highway and Environmental Services Union Contract
	33	(4) Consider approval of an application for Property Tax Abatement
	34	(5) Consider approval of tobacco licenses for the following businesses: Don's Food Pride, Ascheman Uni-Mart & Deli Corp, Brink's 104 Club, Brink's Beer Joint & Grill, Dollar General Store #17229, DeGraff Municipal Liquor Store
	35-44	(6) Review and consider approval of the rate change to the 911 service agreement
	45	(7) Consider approval a 2 year extension to the current easement in the Appleton Area Recreation Park
	46-49	(8) Consider setting a public hearing for June 6, 2017, at 2:00 p.m. for the partial abandonment of CD #62 and part of Lat. A-CD #62
	50	(9) Consider approval of two part-time park positions and increasing the hourly pay from \$10.00 per hour to \$11.00 per hour
	51-52	(10) Consider approval of the 2017 camping season Park Host – Patty Volk
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Commissioner and Board reports
9:20 a.m.		County Administrator report
9:25 a.m.		Citizens Comments
9:30 a.m.		Andrew Sander, County Engineer
	53-55	Consider approval to award the contract for the 2017 gravel crushing to WM. D. Scepaniak
	56-57	Consider approval to purchase a Utility Tractor
	58-59	Consider approval to purchase a Lawn Mower
	60-61	Consider approval to purchase a Flex Wing Mower
	62-63	Consider approval to purchase a Disk Mower
9:45 a.m.		Jane Hennagir, MCIT Risk Management Consultant
	None	Update on Swift County Risk Management
10:10 a.m.		Chelsey Bagent, GIS Specialist
	64-85	Consider approval of renewal contract with Pictometry International Corporation

10:15 a.m.

86-92
None
None
None

Other Business

Chelsey Bagent, Update on GIS
Wheelage Tax Discussion
Hospital in-kind Discussion
Senior Living Facility Update

11:00 a.m.

Adjournment

SWIFT COUNTY BOARD MINUTES

April 18, 2017

Chairman Rudningen called the meeting to order at 11:05 AM with all Commissioners present. Also in attendance were County Administrator Kelsey Baker, County Auditor Kim Saterbak, HRA Director Vicki Syverson, Sheriff John Holtz and Amanda Ness.

Chairman Rudningen asked if there were any changes to the agenda. Commissioner Fox requested the addition of Hospital In Kind discussion under Other Business. Chairman Rudningen requested moving the Countryside Public Health bid request after warrant approval and move board and administrator report to the end of the meeting. Commissioner P. Peterson requested the addition of Wheelage Tax discussion under Other Business.

04-18-17-01 Commissioner E Pederson moved and Commissioner Fox seconded to approve the agenda with the noted change and additions. Motion carried unanimously.

04-18-17-02 Commissioner Fox moved and Commissioner P. Peterson seconded to approve the Consent Agenda which consisted of: (1) Minutes from the April 4, 2017 Regular Meeting Minutes, (2) Minutes from the April 4, 2017 Closed Meeting Minutes, (3) Approval of an offer for employment for a Communications and Corrections Officer, (4) Appointment of the County Administrator as Clerk of the Board and (5) Approval to change the location of the 2017 Swift County Board of Commissioner's Meeting Schedule as of June 20, 2017. Motion carried unanimously.

04-18-17-03 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve the Commissioner warrants as follows: Revenue: \$70,458.20; Solid Waste: \$24,798.32; Road and Bridge: \$8,488.65; Human Services: \$91.26; County Ditches: \$8,740.80; and County Health Insurance: \$436.00 which includes the following bills over \$2,000: Ascherman Oil, \$3,074.79; Computer Professionals Unlimited Inc., \$5,798.32; Eric Irrigation & Construction, \$4,960.00; Kandiyohi County Sheriff's Department, \$8,166.13; Pflipsen Trucking LLC, \$15,378.66; River City Data, \$2,118.37; Verizon Wireless, \$2,141.77; Waste Management of Northern Minnesota, \$8,215.78; and Wold Architects & Engineers, \$29,604.89. Motion carried unanimously.

Chairman Rudningen asked for citizen's comments. There were none.

Board and Committee Reports were given as follows: Commissioner Fox reported on Human Services Mediation, Ditch #18, Well-Being, Restorative Practices, Woodland Centers, and Pomme de Terre Watershed. Commissioner E. Pederson reported on Human Services Mediation, SWCD and RDA. Commissioner P. Peterson reported on Daycare Task Force and Countryside Public Health. Commissioner Hendrickx reported on Woodland Centers, County Program Aid Meeting, Transportation Meeting, and Prison Meeting. Commissioner Rudningen reported on Well-Being and Glacial Ridge Scenic Byway.

Administrator Baker reported on the Hazardous Materials Contract, Northern Business Moving Assessment, 6W Community Corrections Swing Space Lease, Lewis Drug Swing Space Conversation, Wold User Group Meetings, Labor Negotiations, 2016 Medical Examiner Report, Health Insurance Report, Personnel Report, Strategic Plan Refresh, Regional Administrator's Meeting, MnDOT Public Hearing, Finance & Economic Development Workshop, May 3rd Moving Company Departmental Meetings, and updated the board that the Courthouse staff will be moving to swing space June 26-30.

Administrator Baker further requested approval to advertise for bids for the Countryside Public Health building. Wold Engineer Joel Dunning answered questions from the board.

04-18-17-04 Commissioner Fox moved and Commissioner Hendrickx seconded to approve advertising for bids. Motion carried unanimously.

6W Community Corrections Executive Director Midge Christianson presented to the board.

Environmental Services Director Scott Collins and Plant Manager Randy Brandt requested approval to hire a full-time Maintenance Worker III position prior to an upcoming retirement.

04-18-17-05 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to approve the hire. Motion carried unanimously.

A lengthy discussion was held on offering in-kind assistance to Swift County Benson Health Services.

A discussion was held on the Wheelage Tax. Board directed staff to follow up on questions regarding the 2017 Wheelage Tax.

04-18-17-06 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to move to closed session 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 unanimously.

The regular meeting recessed to closed session at 12:33 PM.

The regular meeting reconvened at 12:41 PM.

04-18-17-07 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 12:41 PM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator

SWIFT COUNTY BOARD MINUTES
Record of Executive Session
April 18, 2017

Date Convened: Tuesday, April 18, 2017

Time Convened: 12:33 PM

Time Adjourned: 12:41 PM

Members Present: Commissioners Fox, Commissioner Hendrickx , Edward Pederson, Peter Peterson, and Rudningen

Members Absent: None

Also Present: County Administrator Kelsey Baker and Amanda Ness

Purpose: 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 Rudningen called the executive session to order at 12:33 PM with all members present as well as County Administrator Kelsey Baker and Amanda Ness. The Board discussed labor negotiation strategies.

The board took no actions at the meeting.

04-18-17-1-ExS Commissioner P. Peterson moved and Commissioner E. Pederson seconded to adjourn. Motion carried.

Executive Session adjourned at 12:41 PM

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator

LABOR AGREEMENT

between

THE BOARD OF COUNTY COMMISSIONERS

SWIFT COUNTY, MINNESOTA

and

THE AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION NO. 2538

HIGHWAY AND ENVIRONMENTAL SERVICES

JANUARY 1, 2014-2017 thru DECEMBER 31, 20162019

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PREAMBLE

This Agreement is entered into by the Swift County Board of Commissioners, hereinafter referred to the Employer and the American Federation of State County and Municipal Employees council 65, AFL-CIO, Local 2538, hereinafter referred to the Union has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I. RECOGNITION

Section 1

The Board recognizes Local No. 2538, AFSCME, AFL-CIO, as the representative for collective bargaining purposes of the employees of Swift County, Minnesota, in the unit composed of "All employees of the Swift County Highway Department and Environmental Services, excluding the County Highway Engineer and all other employees" as certified by the Bureau of Mediation Services, dated June 1, 1971, amended March 8, 1991.

Section 2

The Board shall not enter into any agreements with the employees coming under the jurisdiction of this Memorandum, either individually or collectively, which in any way conflicts with the terms and conditions of this Memorandum. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, color, sex, disability, religious or political belief.

Section 3

The Employer agrees to deduct from employee paychecks dues and other Union approved deductions of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions are made. The Union shall provide standard authorization cards for check off of dues.

ARTICLE II. HOURS OF WORK

Section 1

Highway Department Winter Work Schedule

The basic winter work schedule for full-time employees shall be five (5) eight (8) hour days, Monday through Friday, comprising forty (40) hours per week. These hours may be extended in case of emergency. Snow removal, floods, washouts, dangerous conditions, or impassable sections of roadway or completion of necessary work may be considered emergencies. The County reserves the right to vary the starting time of any work shift. The normal starting time for Highway Maintenance employees and Engineering Technicians shall be 7:00 A.M.

Highway Department Summer Work Schedule (Amended 2011)

The basic summer work schedule for full-time employees shall be four (4) ten (10) hour days, Monday through Thursday, comprising forty (40) hours per week from May 1st pay period to October 15th pay period. This schedule may commence by mutual agreement earlier than May 1st should weather conditions allow. These hours may be extended in case of emergency. Floods, washouts, dangerous conditions, or impassable sections of roadway or completion of necessary work may be considered emergencies. The County reserves the right to vary the starting time of any work shift. The normal starting time for Highway Maintenance employees shall be 6:30 A.M. The normal starting time for Engineering Technicians shall be 7:00 A.M. The Employer will allow Engineering Technicians to work four (4) ten (10) hour days when construction schedules conform to such a schedule.

Environmental Services Department Work Schedule

The basic work schedule for full-time employees shall be five (5) eight (8) hour days, Monday through Friday, from 7:00 am -3:30 pm, comprising forty (40) hours per week.

Section 2 Premium Pay

Highway Department Winter Schedule & Environmental Services Department

All hours worked beyond the eight (8) hours daily, or the forty (40) hours per week, but not both, shall be overtime and shall be figured at time and one-half (1-1/2) the employees regular rate of pay. All work performed on Sundays shall be paid at double (2X) time the employees regular rate of pay.

Highway Department Summer Schedule

All hours worked beyond the ten (10) hours daily, or the forty (40) hours per week, but not both, shall be overtime and shall be figured at time and one-half (1-1/2) the employees regular rate of pay. All work performed on Sundays shall be paid at double (2X) time the employees regular rate of pay.

Section 3

All employees shall receive two (2) fifteen (15) minute rest periods in each eight (8) hour shift at times designated by their supervisor.

Section 4

An employee called back to work after having completed their regular work shift shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) rates.

Section 5

Any employee required to stand at the shop for a special emergency work shall be compensated at time and one-half (1-1/2) rates as per Article II.

ARTICLE III. HOLIDAY PROVISIONS

Section 1

Full-time employees shall receive credit for hours equal to the number of hours in their normal work day during the week each of the following holidays is celebrated:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	One (1) Floating Holiday

In addition, the employee shall work only until noon on Christmas Eve Day provided that when Christmas falls on a Saturday, employees shall work only until noon on the preceding Thursday. When Christmas falls on a Sunday or Monday, employees shall work only until noon on the preceding Friday. Likewise, when New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Saturday, the preceding Friday will be a holiday, and that when New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Sunday, the following Monday will be a holiday. The floating holiday may be used for personal leave, birthday, etc., with prior approval. The Day After Thanksgiving shall be substituted as a holiday in place of Columbus Day for employees employed in Environmental Services.

Section 2

For any work performed on a holiday, an employee shall receive one and one-half (1-1/2) rates for those hours, in addition to their regular holiday credits, as per Article III, Section 1.

Section 3

When a holiday falls on an employee's scheduled day off, they shall receive another day off within a two (2) week period. If a holiday falls while an employee is on an approved leave of absence, they shall receive an additional day of leave.

Section 4

Effective January 1, 1992, regular part-time employees shall have the holidays prorated based on the average number of hours worked in a week.

ARTICLE IV. VACATIONS

Article IV. Vacations does not apply to Employees hired on or after January 1, 2014 or those Employees who elected to switch to PTO.

Section 1

After a qualifying period of six (6) months, a new employee shall be credited with six (6) days of vacation. Thereafter, they shall be considered a regular employee and shall receive credits for vacation on the following basis:

The employee shall be credited with one (1) day of vacation for each month on the basis of eight (8) hours per day, for service up to five (5) years. After the fifth (5th) year and up, including the tenth (10th) year of service, the employee shall be credited with one and one-quarter (1-1/4) days of vacation time each month on the basis of eight (8) hours per day. After the tenth (10th) year and up, including the fifteenth (15th) year of service, an employee shall be credited with one and one-half (1-1/2) days of vacation time each month on the basis of eight (8) hours per day. After the fifteenth (15th) year and up, including the twentieth (20th) year of service, an employee shall be credited with one and three-quarter (1-3/4) days of vacation time each month on the basis of eight (8) hours per day. After the twentieth (20th) year of service and on, an employee shall be credited with two (2) days of vacation time each month on the basis of eight (8) hours per day.

Section 2 (Amended 1976)

Employees terminating their employment, either by resignation, death or otherwise, shall be paid for the number of unused vacation time accumulated to their credit up to 24 days.

Section 3 (Amended 1978)

Unused vacation time, not to exceed twenty-four (24) days, shall be carried over and credited to the employee, year to year; any extended vacation will be at the discretion of the Department Head. Employees may take vacation time in advance, not to exceed six (6) days, if they do not have sufficient accumulated days, the advanced days to be repaid.

Section 4 (Amended 2011)

Vacation requests must be cleared and approved with the non-Union supervisor before being taken. A request of one day of vacation must be submitted at least 48 hours in advance and a request for more than one day of vacation must be submitted at least five days in advance unless waived by the non-Union supervisor. The advanced notification timelines may be waived by the Department head or non-Union supervisor on an emergency, case by case basis.

Section 5.

Employees will be granted concurrent vacations provided there are enough employees available to meet the Department's minimum staffing requirements. The Highway Maintenance Department's minimum staffing requirements are no less than three (3) employees on duty during the summer work schedule and no more than three (3) employees off duty during the winter work schedule.

Section 6 (Effective January 1, 1992)

Regular part-time employees shall have vacation prorated based on the average number of hours worked in a week.

ARTICLE V. SICK LEAVE

Article V. Sick Leave does not apply to Employees hired on or after January 1, 2014 or those Employees who elected to switch to PTO.

Section 1 (Amended 1973)

An employee shall be credited with one (1) day sick leave for each month of service on the basis of eight (8) hours per day, accumulative to one hundred (100) days. Unused sick leave time shall carry over and be credited to the employee month to month.

Section 2

An employee may draw on their accrued sick leave during any period of time they are unable to work because of sickness or injury, on or off the job, at a rate equal to the number of hours in their normal work day, at the rate of pay per hour for that job at the time sickness or injury occurs.

In order to be eligible for sick leave with pay, an employee must report promptly to their Non-Union Supervisor the reason for the absence.

- (1) A sick leave of up to three (3) days for minor illness may be allowed by their Non-Union Supervisor without a doctor's certificate, and their Non-Union Supervisor shall be kept informed of the employee's condition if the absence is of more than three (3) days duration.
- (2) The employee shall submit a doctor's certificate if required by their Non-Union Supervisor.

Sick leave may also be claimed to provide care or assistance to a sick or injured member of the employee's immediate family. Immediate family is defined as spouse, children, and parents of either the employee or employee's spouse. Immediate family may include a person in a similar role and shall be identified by the employee in their personnel file.

Claiming sick leave when physically fit, except as permitted by this Section, will be cause for disciplinary action, including transfer, suspension, demotion, or dismissal.

Section 3

While an employee is using earned sick leave, vacation time, or drawing Workers Compensation payments, they shall be considered to be working for the purpose of accumulating additional sick leave or vacation time.

Section 4 (Amended 1975, 1978, 2011)

Funeral Time Allowance: An employee shall be granted up to three (3) working days funeral leave for a death in the immediate family, if necessary, not to be charged to sick leave. Immediate family is defined as spouse, brothers, sisters, sons, daughters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchildren of either employee or spouse, and parents or step-parents of either the employee or spouse. Immediate family may include a person in a similar role and shall be identified by the employee in their personnel file. The three (3) working days funeral leave may be extended due to unusual circumstances, if approved by the Non-Union Supervisor and charged to either the sick leave or vacation accounts. Funeral leave must be taken within 7 days of death. Deviation from this would require an "unusual circumstance" request and approval.

Section 5

An employee who is drawing Workers Compensation shall be allowed to use as much of their accumulated sick leave as necessary to insure a full paycheck so long as employee has accumulated sick leave available.

Section 6 (Added 1975)

Days of sick leave earned after the 100 day accumulation is reached shall be paid in cash at the current rate of pay each month. This payment shall be made in the 2nd payroll of the following month. Any days used from the 100 day accrual must be replaced before payment is made.

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Section 7 (Added 1976)

Employees terminating employment with Swift County shall receive, as severance pay, fifty percent (50%) of all accumulated unused sick leave to their credit, not to exceed 100 days. Current daily rates of pay will be used in determining amount received. This amount may be received over a 13-month period.

Section 8

Regular part-time employee shall have sick leave prorated based on the average number of hours worked per week.

ARTICLE VI. PTO

PTO Added 2014

Section 1. Effected Employees

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.

Section 2. Conversion Options.

Optional for employees hired before January 1, 2014. Employee must make election by April 1, 2014 with the conversion and transition occurring on May 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.

Sick Leave Conversion Method One – earned, accrued sick leave will be converted hour-for-hour to the Extended Sick Leave Bank (ESLB).

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

Section 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.

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

Section 4. PTO Accrual Rate

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.
PTO shall accrue at least monthly.

Section 5. Maximum PTO Accumulation

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.

Section 6. Post-employment Payout

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.

Section 7. PTO Purpose

PTO can be used for any purpose, subject only to necessary request and approval procedures consistent with departmental policy and this labor agreement.

Section 8. Non-emergency use of PTO

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.

Section 9. Care of immediate family.

Emergency PTO may also be claimed when it is necessary for the employee to be away from work to provide care or assistance to a sick or injured member of the employee's immediate family. Immediate family is defined as spouse, children, and parents of either the employee or employee's spouse. Immediate family may include a person in a similar role and shall be identified by the employee in their personnel file.

Section 10. 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 VII. HEALTH AND WELFARE

Section 1

~~The Employer shall provide and pay for group hospital and medical insurance for all full-time employees.
An employee who works 30 hours or more per week shall be considered full-time for insurance purposes.~~

Section 2 Changed 20142017

The employer shall make available group hospital and medical insurance for all full-time employees and their dependents. For 2017 employees will monthly pay the following toward the cost of group hospital and medical insurance coverage:

	Single	Family
Plan #1 (CMM)	\$79.25	\$526.00
Plan #2 (VEBA)	\$35.75	\$449.50
Plan #3 (HSA)	\$0.00	\$241.50

For 2018 and 2019, the lowest cost plan will be offered at no cost to the employee selecting single coverage. Employees opting for a single plan other than the lowest cost single plan shall pay ~~the~~ 50% of the difference between the lowest cost single plan and the single plan they select.

For 2018 and 2019, the County will split the cost of any increase in the cost of the dependent insurance coverage, with the County paying 50% of the increase and the employee paying 50% of the increase.

~~The Employer shall contribute toward medical insurance of employees who work regularly an average of twenty four (24) hours per week. This amount will be prorated based on hours worked for both single and dependent coverage if eligible. The part time employee shall contribute the difference for full premium costs.~~

The CMM Plan will be discontinued and no longer offered after December 31, 2018. ~~Allow the single CMM employee to elect VEBA coverage prospectively.~~

The employer shall provide and pay for group hospital and medical insurance for all full-time employees. Dependent health and medical coverage will be made available to full-time employees at a prorated cost. During 2014 the employee will pay the following toward the cost of dependent insurance coverage:

Plan #1 (CMM)	\$515.00
Plan #2 (VEBA)	\$440.00
Plan #3 (HSA)	\$233.31

Commented [k1]: Allow our one CMM single person to elect VEBA prospectively. They would agree to the contribution. TA 3/22
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~~For 2015 and 2016, the County will split the cost of any increase in the cost of the dependent insurance coverage, with the County paying 50% of the increase and the employee paying 50% of the increase.~~

Section 3 Employer Contribution Toward Employee VEBA or HSA Account Changed 2014

At the beginning of the plan year, for employees on Plan #2 (VEBA) or Plan 3# (HSA), the Employer will fund \$1,125 for single coverage and \$2,250 for family coverage to a VEBA or HSA account. 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.

At the discretion 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.
- 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 2017 and beyond, employees will need to complete up to 5 health wellness program points. For 2014 employees will only need to complete a health questionnaire.~~

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

The County will utilize a third party administrator to complete and compile health questionnaires and diagnostic (biometric) testing. The county will only receive aggregate level results while individuals will receive individual results.

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.

If available, VEBA sign up incentives, provided by the Insurance Carrier to new employees or to current employees who switch from the CMM Plan to the VEBA 832 Plan, will not be ~~pro-rated~~prorated.

Section 4 (Amended 20147)

The cost of employee life insurance up to ~~\$20,000.00~~ \$30,000.00 shall be paid by the Employer. The cost of dependent life insurance and additional life insurance shall be paid for by the employee.

Section 5 (Amended 2011)

The Employer shall provide long term disability insurance in the amount of \$1000 per month and short term disability insurance in the amount of \$800 per month for full time employees. Additional insurance may be purchased at the employee's own expense, to be paid through payroll deduction.

Section 6

The Employer and the Union agree to negotiate any changes in insurance coverage as currently provided, by mutual agreement.

Section 7 Flexible Benefits Plan (Added 2001)

The Employer agrees to implement and pay the administrative costs of a Flexible Benefits Plan. A 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 paycheck of the employee.

ARTICLE VIII. OTHER LEAVES

Section 1

Any military leave of absence shall be handled as set forth in Minnesota Statutes 192.26 or as amended.

Section 2

An employee called for jury duty service shall receive his full pay during such service and shall turn in to the County any pay received for said jury service, less any travel allowance paid.

Section 3

An employee elected by the Union to serve on the negotiating committee representing the Union shall suffer no loss of pay if negotiations are held on County time. Neither shall he be eligible for overtime if meetings are held on his own time. Not more than three (3) members shall be elected to this committee.

Section 4

An employee shall be granted leave with or without pay in accordance with The Family Medical Leave Act of 1993.

ARTICLE IX. SENIORITY AND RETIREMENT

Section 1

Seniority standing shall be granted to all regular employees. It is to be determined on the basis of total continuous employment with the County departments. Seniority will be recognized in layoffs and vacancy filling by department first and then bargaining unit wide for current employees only. Employees hired after January 1, 1994 shall have seniority by department only. Employees shall be placed on the seniority list as of the last date of hire within a department. The first twelve (12) months of employment shall be a probationary period. Annual leaves (Vacation or PTO) can be used after 6 months of employment. However, during an employee's first six months of employment, an employee may use up to 6 days of accrued PTO time for personal and family (see family definition in Article VI, Section 9) medical needs. A seniority list shall be kept up to date on January 1st of each year and posted at the work sites.

Section 2

An employee shall lose seniority for the following reasons only:

- A. They resign.
- B. They are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. They are absent for five (5) consecutive working days without notifying the Employer; in proper cases exceptions may be made. After such absence, the Employer will send written notification to the employee at their known address that they have lost their seniority and their employment has been terminated.
- D. If they do not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made.

E. Return from sick leave of absence shall be treated the same as C above.

Section 3

The word lay-off shall mean a reduction in the working force due to a decrease in work. If it becomes necessary for a lay-off, the following procedure will be mandatory. Probationary, temporary and seasonal employees will be laid off first. Seniority employees will be laid off according to seniority. Disposition of these cases will be a proper matter for the grievance procedure. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of lay-off.

Section 4

When the working force is increased after a lay-off, employees will be recalled according to seniority. Notice of recall will be sent to the employees at their last known address by registered or certified mail. If the employee fails to report to work within ten (10) days from the date of mailing of recall, he shall be offered any part-time seasonal or temporary work, by seniority. If it is declined, it will not affect recall rights to pursue full-time work.

Section 5

The County will fill vacancies based on principles of selecting the best qualified candidate. In the event all job relevant qualifications are equal, the County will give first consideration to seniority provided that the employee is qualified to perform the job.

If seniority is bypassed, reasons for said bypass shall be in writing to the Union. If placement is unsatisfactory during a three month trial period, an employee or the employer has the right to revert back to the former position. Any vacancy or new position shall be posted for a period of five (5) working days within the department by the Employer. The Employer will not be obligated to consider a request for promotion or a new position from an employee who has not submitted a request for promotion or a new position in writing, on or before the seventh (7th) calendar day the job is posted. The County Board may advertise this vacancy in any paper. The Board shall have the final determination as to the filling of a vacancy.

Section 6.

Upon promotion of a permanent employee, the employee's salary shall increase at a minimum to the lowest step on the new pay grade that is at least 5 percent over their current wage. Management may consider factors such as experience, education and performance when placing a promoted employee on a step in the new pay grade, and such placement shall not be subject to the grievance procedure found in Article X. Employees who are promoted to a higher classification shall be paid at the same salary step within the new classification as they were on in their previous classification. If a promoted employee's salary prior to promotion is between steps, they will move to the higher of the two steps on their new salary schedule. —A promoted employee's last date of hire shall remain their eligibility date for the purposes of any future step increases.

Section 7.

Salary step increases shall be granted on the employee's anniversary date in their current position. For 2017 only, employees in the Maintenance Worker III and Highway Accountant positions, who are currently at the top of the step schedule in Appendix A shall receive a step increase effective January 1, 2017.

Salary step increases shall be granted on an employee's anniversary date to their current position, as long as an employee is achieving a satisfactory performance evaluation. For 2017, employees in the Maintenance Worker III and Highway Accountant positions currently at the top of step shall receive a

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~~step increase effective January 1, 2017. A step increase shall be effective for work performed on and after the employee's anniversary date to their current position. Denial of a salary increase due to work performance issues requires a special performance evaluation to be completed at least sixty (60) days prior to the employee's anniversary date. A copy of the special performance evaluation denying a step increase shall be provided to the Union representative at least forty five (45) days prior to the employee's anniversary date.~~

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Section 8.

General wage adjustments to the pay plan shall be effective for work performed on and after the effective date.

Section 8.

General wage adjustments to the pay plan shall be effective for work performed on and after the effective of the anniversary date, e date.

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ARTICLE X. GRIEVANCES AND DISPUTES

Section 1

Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

- A. The Union Steward, with or without the employee, shall take up the grievance with the immediate supervisor within ten (10) working days after the first occurrence of the event giving rise to the grievance, or within (10) working days after the employee should have reasonably known of the occurrence of the event giving rise to the grievance. The immediate supervisor shall attempt to adjust the matter and shall respond to the Steward within three (3) days.
- B. If the answer is unsatisfactory, the matter shall be presented in writing by the Union Steward within five (5) days after the immediate supervisor's answer is due to the Department Head, who shall respond in writing within three (3) days.
- C. In the event the grievance is not satisfactorily resolved, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Swift County Board within seven (7) days after the response of the Department Head is due. The Swift County Board or its designated representative shall respond to the Union within thirty (30) days.
- D. If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the Swift County Board is due, by written notice to the Swift County Board, request the matter be submitted to the State Mediation Services for mediation.
- E. If the grievance is not settled through the mediation process and the Union desires to appeal, it shall be submitted to binding arbitration within fifteen (15) days from mediation. If the Employer and the Union are unable to agree on an arbitrator, the Union shall request from the Commissioner of the Bureau of Mediation Services, the State of Minnesota, a list of names within the 15 days following mediation. The parties shall alternately strike names from the list until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.
- F. 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 specific time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the employee 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, except for the time limit for filing the grievance, may be extended by mutual written agreement of the Employer and the employees in each step, which extension shall not be unduly withheld by either party.
- G. The arbitrator shall have no right to amend, modify, nullify, add to or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules and regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of

briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the employer and the Union

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- H. Choice of Remedy. If a grievance remains unresolved following mediation 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 a procedure such as veterans preference, if applicable. If appealed to any other 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.

Section 2

Any disciplinary action described in this section may be appealed by the employee through use of grievance procedures described in Article IX of this contract.

At any time an administration representative initiates a disciplinary action, this shall be done in a manner that will not embarrass the employee in the presence of other employees or in public.

Disciplinary action or measures shall include only the four sequential steps described in this section. The steps should be applied in the order presented.

A. Oral Reprimand Changed 2014

Administration representative requires employees to meet for purpose of presenting employee with first official warning about the specifics of some unsatisfactory performance. The administration representative shall inform the employee of their right to have the union steward or other union representative present. The issue is presented and a plan for correcting the performance is developed.

A brief documentation of the meeting will be completed by the administrative representative; signed by the administration representative and employee; and a copy provided to the employee. The administration copy cannot be placed in the employee's permanent personnel file. This documentation will be destroyed thirteen months from the date of the oral reprimand. The only items to appear in this documentation are the name of the employee, the administration representative, and union representative present (if any); date of the reprimand, acknowledgement that this was an oral reprimand only; and that a plan for correction was mutually developed and verbally agreed upon (no written specifics of this plan are to be included)

B. Written Reprimand

The written reprimand is used only after an oral reprimand has been attempted and the employee performance has not improved or if the issue/incident is of such serious nature that this level of action can be justified.

The administration representative requires the employee to meet for the purpose of presenting in writing the details of unsatisfactory performance and the requirements that must be met to demonstrate acceptable performance. The administration representative shall inform the employee of their right to request the presence of the union steward or other union representative.

The written reprimand shall be signed by the administration representative and the employee and a copy provided to the employee. It will include the date of this reprimand; names of those present at the meeting; describe the performance issue(s) that are deemed unsatisfactory and what must be done to correct them; specify any time lines required for correction; specify the consequences for the employee should the performance issue not be corrected; and allow for the employee to officially note and comment for the record whether they agree or disagree with the content of the reprimand.

C. Suspension

A suspension can only be implemented after the procedures described for a written reprimand have been attempted and the employee's performance has not improved or if the issue/incident is one of such serious nature that this level of action can be justified.

The same procedures as described for the Written Reprimand shall be followed in the case of a suspension of an employee with the added necessity of describing in length the suspension.

D. Discharge

Administration shall not discharge an employee unless the previous steps noted in this disciplinary section have been attempted and the employee's performance has not improved or if the issue/incident is one of such serious nature that this level of action can be justified.

ARTICLE XI. SAVINGS CLAUSE

In the event that any provision, clause, or phrase of this Agreement shall at any time be declared invalid by any court of jurisdiction, the decision shall not invalidate the entire Agreement, if being the expressed intention of the parties that all other provisions remain in full force and effect.

ARTICLE XII. GENERAL PROVISIONS

Section 1

The management of the County Highway Department/Environmental Services and the direction of the working forces, the operation of said Department, including the hiring, promoting and retiring of employees; the suspending, discharging or otherwise disciplining of employees; the laying off and calling back to work of employees in connection with reduction or increase in the working force, and scheduling of work, are the exclusive functions of the Board, through the Highway Engineer and Environmental Services Officer; provided, however, that in the exercise of such functions, the Board shall not alter any of the provisions of this Memorandum. Any term and condition not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

Section 2

The Union shall be permitted the use of bulletin boards maintained by the County for posting matters of interest to its members; however, no matters pertaining to grievances, political items or any criticism of County policies and practices shall be allowed.

Section 3

Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.

Section 4

In the event that any provisions, phrases, or clauses of this memorandum shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire memorandum, it being the expressed intention of the parties that all other provisions remain in full force and effect.

Section 5

Employees covered by this ~~Memorandum~~ contract shall not make individual requests for wage adjustments other than during the annual review of the ~~Memorandum~~ contract. This does not cover promotions, demotions, or added duties which shall be governed by the Board.

Section 6

~~Classifications and job rates will be set up through negotiations and entered into and made a part of this Memorandum as Appendix A. Placement for new hires with experience may be above the starting rate provided there is prior consultation with the Union. Upon promotion of a permanent employee, the employee's salary shall increase at a minimum to the lowest step on the new pay grade that is at least 5 percent over their current wage. Management may consider factors such as experience, education and performance when placing a promoted employee on a step in the new pay grade, and such placement shall not be subject to the grievance procedure found in Article X. A promoted employee's last date of hire shall remain their eligibility date for the purpose of any future step increases.~~
Classifications and job rates will be set up through negotiations and entered into and made a part of this Memorandum as Appendix A. Placement for new hires with experience may be above the starting rate provided there is prior consultation with the Union.

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Section 7

The County, through the Engineer, shall furnish the necessary gloves to employees handling crack

filling operations.

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ARTICLE XIII. LONGEVITY BENEFIT

~~As of January 1, 2017 the longevity benefit plan is hereby terminated. No Employees hired shall receive longevity payments after December 31, 2016 shall not be entitled to the Longevity Benefit contained in Article XIII. With the following exceptions noted in the employee detail in Appendix A. Those employees listed earning longevity benefits as of December 31, 2016 will keep their benefit at the December 31, 2016 rate and will be frozen at their step longevity rate until such time that employment with Swift County in their existing position is terminated.~~

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ARTICLE XIII. LONGEVITY BENEFIT

To recognize and compensate the dedicated employees who make it a career serving Swift County, the following longevity benefit plan is hereby implemented.

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- Beginning in the 16th year of continuous employment \$.05 per hour
- Beginning in the 21st year of continuous employment \$.10 per hour
- Beginning in the 26th year of continuous employment \$.15 per hour
- Beginning in the 31st year of continuous employment \$.20 per hour
- Beginning in the 36th year of continuous employment \$.25 per hour

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ARTICLE XIV. NOTICE OF TERMINATION AND/OR MODIFICATION

Notices shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union AFSCME No. 2538 and, if to the Employer, to any address the Employer may make available to the Union.

ARTICLE XV. DURATION AND EFFECTIVE DATE

This Agreement shall be effective as of January 1, 2014~~7~~ and shall remain in full force and effect to and including the 31st day of December 2016~~9~~ subject to the right on the part of the Employer or the Union to open this agreement by written notice to the other party no later than November 1, 2016~~9~~. Failure to give such notice shall cause the agreement to be renewed automatically for a period of twelve (12) months from year to year.

This Agreement constitutes the full and complete agreement between the Employer and the Union representing the employees in the appropriate unit of this Agreement. Provisions herein relating to terms and conditions of employment supersede any and all prior agreements, practices, policies, rules or regulations concerning the terms and conditions of employment inconsistent with these provisions.

On behalf of the:

Employer

Union

Dated

Dated

APPENDIX A – CLASSIFICATION AND COMPENSATION

		2017	Hourly Rate										
Department	Title	Grade	1	2	3	4	5	6	7	8	9	10	11
Environmental Services	Administrative Assistant	10	\$ 16.97	\$ 17.49	\$ 18.02	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.28	\$ 20.88	\$ 21.51	\$ 22.16	\$ 22.82
Highway	Maintenance Worker III - Hwy	10	\$ 16.97	\$ 17.49	\$ 18.02	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.28	\$ 20.88	\$ 21.51	\$ 22.16	\$ 22.82
Environmental Services	Maintenance Worker III - ES	10	\$ 16.97	\$ 17.49	\$ 18.02	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.28	\$ 20.88	\$ 21.51	\$ 22.16	\$ 22.82
Highway	Engineer Technician	12	\$ 19.06	\$ 19.65	\$ 20.25	\$ 20.84	\$ 21.48	\$ 22.12	\$ 22.78	\$ 23.47	\$ 24.17	\$ 24.89	\$ 25.64
Highway	Mechanic	12	\$ 19.06	\$ 19.65	\$ 20.25	\$ 20.84	\$ 21.48	\$ 22.12	\$ 22.78	\$ 23.47	\$ 24.17	\$ 24.89	\$ 25.64
Parks	Parks and Drainage Technician	12	\$ 19.06	\$ 19.65	\$ 20.25	\$ 20.84	\$ 21.48	\$ 22.12	\$ 22.78	\$ 23.47	\$ 24.17	\$ 24.89	\$ 25.64
Highway	Highway Accountant	12	\$ 19.06	\$ 19.65	\$ 20.25	\$ 20.84	\$ 21.48	\$ 22.12	\$ 22.78	\$ 23.47	\$ 24.17	\$ 24.89	\$ 25.64
Highway	Senior Engineering Technician	13	\$ 20.21	\$ 20.83	\$ 21.46	\$ 22.10	\$ 22.76	\$ 23.45	\$ 24.15	\$ 24.87	\$ 25.62	\$ 26.38	\$ 27.18
Highway	Shop Foreman	14	\$ 21.42	\$ 22.08	\$ 22.74	\$ 23.43	\$ 24.13	\$ 24.85	\$ 25.60	\$ 26.36	\$ 27.15	\$ 27.96	\$ 28.81

		2018	Hourly Rate										
Department	Title	Grade	1	2	3	4	5	6	7	8	9	10	11
Environmental Services	Administrative Assistant	10	\$ 17.31	\$ 17.84	\$ 18.38	\$ 18.92	\$ 19.49	\$ 20.07	\$ 20.69	\$ 21.30	\$ 21.94	\$ 22.60	\$ 23.28
Highway	Maintenance Worker III - Hwy	10	\$ 17.31	\$ 17.84	\$ 18.38	\$ 18.92	\$ 19.49	\$ 20.07	\$ 20.69	\$ 21.30	\$ 21.94	\$ 22.60	\$ 23.28
Environmental Services	Maintenance Worker III - ES	10	\$ 17.31	\$ 17.84	\$ 18.38	\$ 18.92	\$ 19.49	\$ 20.07	\$ 20.69	\$ 21.30	\$ 21.94	\$ 22.60	\$ 23.28
Highway	Engineer Technician	12	\$ 19.44	\$ 20.04	\$ 20.66	\$ 21.26	\$ 21.91	\$ 22.56	\$ 23.24	\$ 23.94	\$ 24.65	\$ 25.39	\$ 26.15
Highway	Mechanic	12	\$ 19.44	\$ 20.04	\$ 20.66	\$ 21.26	\$ 21.91	\$ 22.56	\$ 23.24	\$ 23.94	\$ 24.65	\$ 25.39	\$ 26.15
Parks	Parks and Drainage Technician	12	\$ 19.44	\$ 20.04	\$ 20.66	\$ 21.26	\$ 21.91	\$ 22.56	\$ 23.24	\$ 23.94	\$ 24.65	\$ 25.39	\$ 26.15
Highway	Highway Accountant	12	\$ 19.44	\$ 20.04	\$ 20.66	\$ 21.26	\$ 21.91	\$ 22.56	\$ 23.24	\$ 23.94	\$ 24.65	\$ 25.39	\$ 26.15
Highway	Senior Engineering Technician	13	\$ 20.61	\$ 21.25	\$ 21.89	\$ 22.54	\$ 23.22	\$ 23.92	\$ 24.63	\$ 25.37	\$ 26.13	\$ 26.91	\$ 27.72
Highway	Shop Foreman	14	\$ 21.85	\$ 22.52	\$ 23.19	\$ 23.90	\$ 24.61	\$ 25.35	\$ 26.11	\$ 26.89	\$ 27.69	\$ 28.52	\$ 29.39

		2019	Hourly Rate										
Department	Title	Grade	1	2	3	4	5	6	7	8	9	10	11
Environmental Services	Administrative Assistant	10	\$ 17.66	\$ 18.20	\$ 18.75	\$ 19.30	\$ 19.88	\$ 20.47	\$ 21.10	\$ 21.73	\$ 22.38	\$ 23.05	\$ 23.75
Highway	Maintenance Worker III - Hwy	10	\$ 17.66	\$ 18.20	\$ 18.75	\$ 19.30	\$ 19.88	\$ 20.47	\$ 21.10	\$ 21.73	\$ 22.38	\$ 23.05	\$ 23.75
Environmental Services	Maintenance Worker III - ES	10	\$ 17.66	\$ 18.20	\$ 18.75	\$ 19.30	\$ 19.88	\$ 20.47	\$ 21.10	\$ 21.73	\$ 22.38	\$ 23.05	\$ 23.75
Highway	Engineer Technician	12	\$ 19.83	\$ 20.44	\$ 21.07	\$ 21.69	\$ 22.35	\$ 23.01	\$ 23.70	\$ 24.42	\$ 25.14	\$ 25.90	\$ 26.67
Highway	Mechanic	12	\$ 19.83	\$ 20.44	\$ 21.07	\$ 21.69	\$ 22.35	\$ 23.01	\$ 23.70	\$ 24.42	\$ 25.14	\$ 25.90	\$ 26.67
Parks	Parks and Drainage Technician	12	\$ 19.83	\$ 20.44	\$ 21.07	\$ 21.69	\$ 22.35	\$ 23.01	\$ 23.70	\$ 24.42	\$ 25.14	\$ 25.90	\$ 26.67
Highway	Highway Accountant	12	\$ 19.83	\$ 20.44	\$ 21.07	\$ 21.69	\$ 22.35	\$ 23.01	\$ 23.70	\$ 24.42	\$ 25.14	\$ 25.90	\$ 26.67
Highway	Senior Engineering Technician	13	\$ 21.02	\$ 21.68	\$ 22.33	\$ 22.99	\$ 23.68	\$ 24.40	\$ 25.12	\$ 25.88	\$ 26.65	\$ 27.45	\$ 28.27
Highway	Shop Foreman	14	\$ 22.29	\$ 22.97	\$ 23.65	\$ 24.38	\$ 25.10	\$ 25.86	\$ 26.63	\$ 27.43	\$ 28.24	\$ 29.09	\$ 29.98

Appendix A - Page 1 of 2

		Start	6 mos	2nd yr	3rd yr	4th yr	5th yr	6th yr	7th yr	8th yr	9th yr	10th yr	11th yr	12th yr	
Environmental Asst		2013	\$ 14.46	\$ 14.89	\$ 15.34	\$ 15.80	\$ 16.27	\$ 16.76	\$ 17.26	\$ 17.79	\$ 18.32	\$ 18.87	\$ 19.44	\$ 20.02	\$ 20.62
Maintenance III	1.0%	01/2014	\$ 14.60	\$ 15.04	\$ 15.49	\$ 15.96	\$ 16.43	\$ 16.93	\$ 17.43	\$ 17.97	\$ 18.50	\$ 19.06	\$ 19.63	\$ 20.22	\$ 20.83
	1.0%	07/2014	\$ 14.75	\$ 15.19	\$ 15.64	\$ 16.12	\$ 16.59	\$ 17.10	\$ 17.60	\$ 18.15	\$ 18.69	\$ 19.25	\$ 19.83	\$ 20.42	\$ 21.04
	2.5%	2015	\$ 15.12	\$ 15.57	\$ 16.03	\$ 16.52	\$ 17.00	\$ 17.53	\$ 18.04	\$ 18.60	\$ 19.16	\$ 19.73	\$ 20.33	\$ 20.93	\$ 21.57
	1.5%	2016	\$ 15.35	\$ 15.80	\$ 16.27	\$ 16.77	\$ 17.26	\$ 17.79	\$ 18.31	\$ 18.88	\$ 19.45	\$ 20.03	\$ 20.63	\$ 21.24	\$ 21.89

Name	Start Date	1/1/2014				7/1/2014				1/1/2015				1/1/2016			
		Rate	Longevity	Total	Change	Rate	Longevity	Total	Change	Rate	Longevity	Total	Change	Rate	Longevity	Total	Change
Ascheman, Daniel	11/17/1997	\$ 20.83	\$ 0.05	\$ 20.88		\$ 21.04	\$ 0.05	\$ 21.09		\$ 21.57	\$ 0.05	\$ 21.62		\$ 21.89	\$ 0.05	\$ 21.94	
Ascheman, Tammy	8/1/1989	\$ 20.83	\$ 0.10	\$ 20.93		\$ 21.04	\$ 0.10	\$ 21.14	Add 5c in Aug	\$ 21.57	\$ 0.15	\$ 21.72		\$ 21.89	\$ 0.15	\$ 22.04	
Beyer, Paul	8/1/1988	\$ 20.83	\$ 0.15	\$ 20.98		\$ 21.04	\$ 0.15	\$ 21.19		\$ 21.57	\$ 0.15	\$ 21.72		\$ 21.89	\$ 0.15	\$ 22.04	
Feldman, Jon	11/1/2012	\$ 15.04	\$ -	\$ 15.04		\$ 15.19	\$ -	\$ 15.19	Nov to \$15.64	\$ 16.03	\$ -	\$ 16.03	Nov to \$16.52	\$ 16.77	\$ -	\$ 16.77	Nov to \$17.26
Hanson, Gary	9/1/1983	\$ 20.83	\$ 0.20	\$ 21.03		\$ 21.04	\$ 0.20	\$ 21.24		\$ 21.57	\$ 0.20	\$ 21.77		\$ 21.89	\$ 0.20	\$ 22.09	
Larson, Pamela	1/1/2006	\$ 18.50	\$ -	\$ 18.50		\$ 18.69	\$ -	\$ 18.69		\$ 19.73	\$ -	\$ 19.73		\$ 20.63	\$ -	\$ 20.63	
Laughlin, Kenneth	4/1/1986	\$ 20.83	\$ 0.15	\$ 20.98		\$ 21.04	\$ 0.15	\$ 21.19		\$ 21.57	\$ 0.15	\$ 21.72		\$ 21.89	\$ 0.15	\$ 22.04	Add 5c in Apr
Lesteberg, Mark	1/1/1981	\$ 20.83	\$ 0.20	\$ 21.03		\$ 21.04	\$ 0.20	\$ 21.24		\$ 21.57	\$ 0.20	\$ 21.77		\$ 21.89	\$ 0.25	\$ 22.14	
Meyer, Steven	10/28/2013	\$ 14.60	\$ -	\$ 14.60	May to \$15.04	\$ 15.19	\$ -	\$ 15.19		\$ 15.57	\$ -	\$ 15.57	Nov to \$16.03	\$ 16.27	\$ -	\$ 16.27	Nov to \$16.77
Munsterman, Michael	9/15/1990	\$ 20.83	\$ 0.10	\$ 20.93		\$ 21.04	\$ 0.10	\$ 21.14		\$ 21.57	\$ 0.10	\$ 21.67	Add 5c in Sept	\$ 21.89	\$ 0.15	\$ 22.04	
Payne, Rick	9/1/2001	\$ 20.83	\$ -	\$ 20.83		\$ 21.04	\$ -	\$ 21.04		\$ 21.57	\$ -	\$ 21.57		\$ 21.89	\$ -	\$ 21.89	Add 5c in Sept
Reinke, Dennis	12/1/2010	\$ 15.96	\$ -	\$ 15.96		\$ 16.12	\$ -	\$ 16.12	Dec to \$16.59	\$ 17.00	\$ -	\$ 17.00	Dec to \$17.53	\$ 17.79	\$ -	\$ 17.79	Dec to \$18.31
Staton, Michael	4/30/1990	\$ 20.83	\$ 0.10	\$ 20.93		\$ 21.04	\$ 0.10	\$ 21.14		\$ 21.57	\$ 0.10	\$ 21.67	Add 5c in May	\$ 21.89	\$ 0.15	\$ 22.04	
Vadnais, Leo	5/15/1990	\$ 20.83	\$ 0.10	\$ 20.93		\$ 21.04	\$ 0.10	\$ 21.14		\$ 21.57	\$ 0.10	\$ 21.67	Add 5c in May	\$ 21.89	\$ 0.15	\$ 22.04	
Vollan, David	1/19/2005	\$ 18.50	\$ -	\$ 18.50	Feb to \$19.06	\$ 19.25	\$ -	\$ 19.25		\$ 19.73	\$ -	\$ 19.73	Feb to \$20.33	\$ 20.63	\$ -	\$ 20.63	Feb to \$21.24
Wiebold, Larry	2/1/1990	\$ 20.83	\$ 0.10	\$ 20.93		\$ 21.04	\$ 0.10	\$ 21.14		\$ 21.57	\$ 0.10	\$ 21.67	Add 5c in Feb	\$ 21.89	\$ 0.15	\$ 22.04	
Wroblewski, Justin	7/1/2006	\$ 17.97	\$ -	\$ 17.97		\$ 18.69	\$ -	\$ 18.69		\$ 19.16	\$ -	\$ 19.16	July to \$19.73	\$ 20.03	\$ -	\$ 20.03	July to \$20.63

Appendix A - Page 2 of 2

		Start	6 mos	2nd yr	3rd yr	4th yr	5th yr	6th yr	7th yr	8th yr	9th yr	10th yr	11th yr	12th yr	
Mechanic		2013	\$ 15.09	\$ 15.54	\$ 16.01	\$ 16.49	\$ 16.98	\$ 17.49	\$ 18.02	\$ 18.56	\$ 19.11	\$ 19.69	\$ 20.28	\$ 20.88	\$ 21.51
	1.0%	01/2014	\$ 15.24	\$ 15.70	\$ 16.17	\$ 16.65	\$ 17.15	\$ 17.66	\$ 18.20	\$ 18.75	\$ 19.30	\$ 19.89	\$ 20.48	\$ 21.09	\$ 21.73
	1.0%	07/2014	\$ 15.39	\$ 15.86	\$ 16.33	\$ 16.82	\$ 17.32	\$ 17.84	\$ 18.38	\$ 18.94	\$ 19.49	\$ 20.09	\$ 20.68	\$ 21.30	\$ 21.95
	2.5%	2015	\$ 15.77	\$ 16.26	\$ 16.74	\$ 17.24	\$ 17.75	\$ 18.29	\$ 18.84	\$ 19.41	\$ 19.98	\$ 20.59	\$ 21.20	\$ 21.83	\$ 22.50
	1.5%	2016	\$ 16.01	\$ 16.50	\$ 16.99	\$ 17.50	\$ 18.02	\$ 18.56	\$ 19.12	\$ 19.70	\$ 20.28	\$ 20.90	\$ 21.52	\$ 22.16	\$ 22.84
Hwy Accountant		2013	\$ 15.99	\$ 16.47	\$ 16.96	\$ 17.47	\$ 18.00	\$ 18.54	\$ 19.09	\$ 19.67	\$ 20.25	\$ 20.86	\$ 21.49	\$ 22.14	\$ 22.81
	1.0%	01/2014	\$ 16.15	\$ 16.63	\$ 17.13	\$ 17.64	\$ 18.18	\$ 18.73	\$ 19.28	\$ 19.87	\$ 20.45	\$ 21.07	\$ 21.70	\$ 22.36	\$ 23.04
	1.0%	07/2014	\$ 16.31	\$ 16.80	\$ 17.30	\$ 17.82	\$ 18.36	\$ 18.92	\$ 19.47	\$ 20.07	\$ 20.65	\$ 21.28	\$ 21.92	\$ 22.58	\$ 23.27
	2.5%	2015	\$ 16.72	\$ 17.22	\$ 17.73	\$ 18.27	\$ 18.82	\$ 19.39	\$ 19.96	\$ 20.57	\$ 21.17	\$ 21.81	\$ 22.47	\$ 23.14	\$ 23.85
	1.5%	2016	\$ 16.97	\$ 17.48	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.68	\$ 20.26	\$ 20.88	\$ 21.49	\$ 22.14	\$ 22.81	\$ 23.49	\$ 24.21
Parks and Drain Eng Tech		2013	\$ 15.80	\$ 16.27	\$ 16.76	\$ 17.26	\$ 17.78	\$ 18.31	\$ 18.86	\$ 19.43	\$ 20.01	\$ 20.61	\$ 21.23	\$ 21.86	\$ 22.52
	1.0%	01/2014	\$ 15.96	\$ 16.43	\$ 16.93	\$ 17.43	\$ 17.96	\$ 18.49	\$ 19.05	\$ 19.62	\$ 20.21	\$ 20.82	\$ 21.44	\$ 22.08	\$ 22.75
	1.0%	07/2014	\$ 16.12	\$ 16.59	\$ 17.10	\$ 17.60	\$ 18.14	\$ 18.67	\$ 19.24	\$ 19.82	\$ 20.41	\$ 21.03	\$ 21.65	\$ 22.30	\$ 22.98
	2.5%	2015	\$ 16.52	\$ 17.00	\$ 17.53	\$ 18.04	\$ 18.59	\$ 19.14	\$ 19.72	\$ 20.32	\$ 20.92	\$ 21.56	\$ 22.19	\$ 22.86	\$ 23.55
	1.5%	2016	\$ 16.77	\$ 17.26	\$ 17.79	\$ 18.31	\$ 18.87	\$ 19.43	\$ 20.02	\$ 20.62	\$ 21.23	\$ 21.88	\$ 22.52	\$ 23.20	\$ 23.90
Sr Engineer Tech		2013	\$ 16.84	\$ 17.34	\$ 17.86	\$ 18.39	\$ 18.95	\$ 19.51	\$ 20.10	\$ 20.70	\$ 21.32	\$ 21.96	\$ 22.62	\$ 23.30	\$ 24.00
	1.0%	01/2014	\$ 17.01	\$ 17.51	\$ 18.04	\$ 18.57	\$ 19.14	\$ 19.71	\$ 20.30	\$ 20.91	\$ 21.53	\$ 22.18	\$ 22.85	\$ 23.53	\$ 24.24
	1.0%	07/2014	\$ 17.18	\$ 17.69	\$ 18.22	\$ 18.76	\$ 19.33	\$ 19.91	\$ 20.50	\$ 21.12	\$ 21.75	\$ 22.40	\$ 23.08	\$ 23.77	\$ 24.48
	2.5%	2015	\$ 17.61	\$ 18.13	\$ 18.68	\$ 19.23	\$ 19.81	\$ 20.41	\$ 21.01	\$ 21.65	\$ 22.29	\$ 22.96	\$ 23.66	\$ 24.36	\$ 25.09
	1.5%	2016	\$ 17.87	\$ 18.40	\$ 18.96	\$ 19.52	\$ 20.11	\$ 20.72	\$ 21.33	\$ 21.97	\$ 22.62	\$ 23.30	\$ 24.01	\$ 24.73	\$ 25.47
Crew Foreman		2013	\$ 16.93	\$ 17.44	\$ 17.96	\$ 18.51	\$ 19.06	\$ 19.64	\$ 20.22	\$ 20.83	\$ 21.46	\$ 22.11	\$ 22.76	\$ 23.44	\$ 24.14
	1.0%	01/2014	\$ 17.10	\$ 17.61	\$ 18.14	\$ 18.70	\$ 19.25	\$ 19.84	\$ 20.42	\$ 21.04	\$ 21.67	\$ 22.33	\$ 22.99	\$ 23.67	\$ 24.38
	1.0%	07/2014	\$ 17.27	\$ 17.79	\$ 18.32	\$ 18.89	\$ 19.44	\$ 20.04	\$ 20.62	\$ 21.25	\$ 21.89	\$ 22.55	\$ 23.22	\$ 23.91	\$ 24.62
	2.5%	2015	\$ 17.70	\$ 18.23	\$ 18.78	\$ 19.36	\$ 19.93	\$ 20.54	\$ 21.14	\$ 21.78	\$ 22.44	\$ 23.11	\$ 23.80	\$ 24.51	\$ 25.24
	1.5%	2016	\$ 17.97	\$ 18.50	\$ 19.06	\$ 19.65	\$ 20.23	\$ 20.85	\$ 21.46	\$ 22.11	\$ 22.78	\$ 23.46	\$ 24.16	\$ 24.88	\$ 25.62
Shop Foreman		2013	\$ 16.99	\$ 17.50	\$ 18.03	\$ 18.57	\$ 19.12	\$ 19.70	\$ 20.30	\$ 20.90	\$ 21.53	\$ 22.18	\$ 22.85	\$ 23.54	\$ 24.25
	1.0%	01/2014	\$ 17.16	\$ 17.68	\$ 18.21	\$ 18.76	\$ 19.31	\$ 19.90	\$ 20.50	\$ 21.11	\$ 21.75	\$ 22.40	\$ 23.08	\$ 23.78	\$ 24.49
	1.0%	07/2014	\$ 17.33	\$ 17.86	\$ 18.39	\$ 18.95	\$ 19.50	\$ 20.10	\$ 20.71	\$ 21.32	\$ 21.97	\$ 22.62	\$ 23.31	\$ 24.02	\$ 24.73
	2.5%	2015	\$ 17.76	\$ 18.31	\$ 18.85	\$ 19.42	\$ 19.99	\$ 20.60	\$ 21.23	\$ 21.85	\$ 22.52	\$ 23.19	\$ 23.89	\$ 24.62	\$ 25.35
	1.5%	2016	\$ 18.03	\$ 18.58	\$ 19.13	\$ 19.71	\$ 20.29	\$ 20.91	\$ 21.55	\$ 22.18	\$ 22.86	\$ 23.54	\$ 24.25	\$ 24.99	\$ 25.73

Name	Start Date	1/1/2014			7/1/2014			1/1/2015			1/1/2016		
		Rate	Longevity	Total									
Hagen, Eric	8/22/2011	\$ 16.93	\$ -	\$ 16.93	\$ 17.10	\$ -	\$ 17.10	\$ 18.04	\$ -	\$ 18.04	\$ 18.87	\$ -	\$ 18.87
Moser, Dale	6/1/1999	\$ 24.49	\$ -	\$ 24.49	\$ 24.73	\$ 0.05	\$ 24.78	\$ 25.35	\$ 0.05	\$ 25.40	\$ 25.73	\$ 0.05	\$ 25.78
Pfeifer, James	4/17/1995	\$ 22.75	\$ 0.05	\$ 22.80	\$ 22.98	\$ 0.05	\$ 23.03	\$ 23.55	\$ 0.05	\$ 23.60	\$ 23.90	\$ 0.10	\$ 24.00
Razink, Chad	7/1/2005	\$ 21.53	\$ -	\$ 21.53	\$ 22.40	\$ -	\$ 22.40	\$ 22.96	\$ -	\$ 22.96	\$ 24.01	\$ -	\$ 24.01
Rooney, Lori	6/1/1984	\$ 23.04	\$ 0.15	\$ 23.19	\$ 23.27	\$ 0.20	\$ 23.47	\$ 23.85	\$ 0.20	\$ 24.05	\$ 24.21	\$ 0.20	\$ 24.41

Employee	Hire Date	2016	2017	12/2016	12/31/2016	1/1/2017	2017 Increase		1/1/2018	2018 Increase		1/1/2019	2019 Increase	
		Grade	Grade	Step	Rate	Rate	Rate	Date	Rate	Rate	Date	Rate	Rate	Date
Meyer, Steven	10/28/2013	9	10	1	\$ 16.77	\$ 16.97	\$ 17.49	2/22	\$ 17.84	\$ 18.38	2/22	\$ 18.75	\$ 19.30	2/22
Motzko, Nathan	2/13/2017	9	10	1	\$ 15.80	\$ 16.97	\$ 17.49	2/13	\$ 17.84	\$ 18.38	2/13	\$ 18.75	\$ 19.30	2/13
Coon, Stephen	2/22/2016	9	10	1	\$ 15.80	\$ 16.97	\$ 17.49	2/22	\$ 17.84	\$ 18.38	2/22	\$ 18.75	\$ 19.30	2/22
Feldman, Jon	11/1/2012	9	10	2	\$ 17.26	\$ 17.49	\$ 18.02	11/1	\$ 18.38	\$ 18.92	11/1	\$ 19.30	\$ 19.88	11/1
Reinke, Dennis	12/1/2010	9	10	4	\$ 18.31	\$ 18.55	\$ 19.11	12/1	\$ 19.49	\$ 20.07	12/1	\$ 20.47	\$ 21.10	12/1
Perrizo, Pamela	1/1/2006	9	10	8	\$ 20.63	\$ 20.88	\$ 21.51	1/1	\$ 21.94	\$ 22.60	1/1	\$ 23.05	\$ 23.75	1/1
Wroblewski, Justin	7/1/2006	9	10	8	\$ 20.63	\$ 20.88	\$ 21.51	7/1	\$ 21.94	\$ 22.60	7/1	\$ 23.05	\$ 23.75	7/1
Hagen, Eric	8/22/2011	12	13	2	\$ 20.72	\$ 20.83	\$ 21.46	8/22	\$ 21.89	\$ 22.54	8/22	\$ 22.99	\$ 23.68	8/22
Vollan, David	1/19/2005	9	10	9	\$ 21.24	\$ 21.51	\$ 22.16	1/19	\$ 22.60	\$ 23.28	1/19	\$ 23.75		
Ascheman, Daniel	11/17/1997	9	10	10	\$ 21.94	\$ 22.16	\$ 22.87	1/1	\$ 23.33			\$ 23.80		
Payne, Rick	9/1/2001	9	10	10	\$ 21.94	\$ 22.16	\$ 22.87	1/1	\$ 23.33			\$ 23.80		
Ascheman, Tammy	8/1/1989	9	10	10	\$ 22.04	\$ 22.16	\$ 22.97	1/1	\$ 23.43			\$ 23.90		
Beyer, Paul	8/1/1988	9	10	10	\$ 22.04	\$ 22.16	\$ 22.97	1/1	\$ 23.43			\$ 23.90		
Munsterman, Michael	9/15/1990	9	10	10	\$ 22.04	\$ 22.16	\$ 22.97	1/1	\$ 23.43			\$ 23.90		
Vadnais, Leo	5/15/1990	9	10	10	\$ 22.04	\$ 22.16	\$ 22.97	1/1	\$ 23.43			\$ 23.90		
Wiebold, Larry	2/1/1990	9	10	10	\$ 22.04	\$ 22.16	\$ 22.97	1/1	\$ 23.43			\$ 23.90		
Hanson, Gary	9/1/1983	9	10	10	\$ 22.09	\$ 22.16	\$ 23.02	1/1	\$ 23.48			\$ 23.95		
Laughlin, Kenneth	4/1/1986	9	10	10	\$ 22.09	\$ 22.16	\$ 23.02	1/1	\$ 23.48			\$ 23.95		
Pfeifer, James	4/17/1995	11	12	9	\$ 24.00	\$ 24.17	\$ 24.89	4/17	\$ 25.39	\$ 26.15	4/17	\$ 26.67		
Rooney, Lori	6/1/1984	11	12	10	\$ 24.41	\$ 24.89	\$ 25.84	1/1	\$ 26.35			\$ 26.87		
Razink, Chad	7/1/2005	12	13	8	\$ 24.73	\$ 24.87	\$ 25.62	7/1	\$ 26.13	\$ 26.91	7/1	\$ 27.45	\$ 28.27	7/1
Moser, Dale	6/1/1999	13	14	8	\$ 25.78	\$ 26.36	\$ 27.15	6/1	\$ 27.69	\$ 28.52	6/1	\$ 29.09	\$ 29.98	6/1

Ascheman, Daniel wage includes \$ 0.05 longevity
Payne, Rick wage includes \$ 0.05 longevity
Ascheman, Tammy wage includes \$ 0.15 longevity
Beyer, Paul wage includes \$ 0.15 longevity
Munsterman, Michael wage includes \$ 0.15 longevity
Vadnais, Leo wage includes \$ 0.15 longevity
Wiebold, Larry wage includes \$ 0.15 longevity
Hanson, Gary wage includes \$ 0.20 longevity
Laughlin, Kenneth wage includes \$ 0.20 longevity
Rooney, Lori wage includes \$ 0.20 longevity

APPENDIX B – MEMORANDUM OF UNDERSTANDINGS

Exhibit 1. Minimum Value Plan MOU (Note: Health Plan #3 (HSA) is the Minimum Value Plan).

MEMORANDUM OF UNDERSTANDING

**Between
Swift County
and
Local 2538, AFSCME Council 65, AFL-CIO**

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 November, 2013; by and between Swift County (hereinafter "Employer") and Local 2538, AFSCME Council 65, AFL-CIO (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, Ariz. Union



Request for Board Action

BOARD MEETING DATE:
May 2, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving an application for Property Tax Abatement	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Homestead classification on parcel 27-0055-000 was removed in error. The abatement reflects the amount of tax capacity and tax when the homestead classification is reinstated on this parcel.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: County

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None



Request for Board Action

BOARD MEETING DATE:
May 2 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Marlene Molden/Kim Saterbak	REQUESTOR PHONE: 320-843-4069
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of tobacco licenses for the following businesses: Don's Food Pride, Ascheman Uni-Mart & Deli Corp, Brink's 104 Club, Brink's Beer Joint & Grill, Dollar General Store #17229, DeGraff Municipal Liquor Store	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Tobacco licenses are required to be reviewed by the Board of Commissioners
BACKGROUND/JUSTIFICATION: Yearly renewal of tobacco license.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	The licenses have been reviewed by the County Attorney and County Sherriff. Both have signed off on the licenses. No violations of their licenses have been reported.

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Approved	RECOMMENDATIONS: Click here to enter text.
COMMENTS: None	COMMENTS: None



Request for Board Action

BOARD MEETING DATE:
May 2, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Review and consider approval of the rate change to the 911 service Agreement	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: IES is the 911 service order provider that stores and supplies detailed data on 911 calls from our facility. IES recently filed a tariff revision with the PUC, Public Utilities Commission that affects the agreement that we have together. The monthly recurring fee for PS/ALI data has increased from \$8.77 to \$10.77 per 100 records per month. Since we are paying on a yearly basis, the increase will not be implemented January 1, 2018.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING: County

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None

FIRST AMENDMENT

AGREEMENT FOR PS/ALI SERVICES

Swift County, whose principal location is in Benson, Minnesota (“Customer”) and Independent Emergency Services, LLC (“IES”) mutually agree to this Amendment to the Agreement for PS/ALI Services completed June 5, 2012, (“Underlying Agreement”).

Section 1. Purpose of Amendment. To update Attachment A of the Underlying Agreement to reflect the changes in the IES tariff.

Section 2. Effective date of this Amendment. The effective date of this Amendment is April 1, 2017.

Section 3. Terms and Conditions. Except as modified herein, all terms and conditions of the Underlying Agreement shall remain in full force and effect and shall apply to this Amendment. In the event the terms of this Amendment conflict with the terms of the Agreement, the terms of this Amendment control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Underlying Agreement to be executed by their representatives fully authorized and empowered thereunto, as of the dates set forth herein.

SWIFT COUNTY

By: _____
Title: _____
Date: _____

INDEPENDENT EMERGENCY SERVICES, LLC.

By: _____
Title: _____
Date: _____

ATTACHMENT A
Revised 3-10-2017

Listing of monthly recurring and one-time setup costs

IES's Tariff price as of March 10, 2017 is:

1. One-time costs - \$67.00 per 100 records installed
2. Monthly recurring costs - \$10.77 per 100 records maintained

IES's pricing based on Customer's record count of records:

1. One-time costs - \$67.00 per 100
2. Monthly recurring costs - \$10.77 per 100

AGREEMENT FOR PS/ALI SERVICES

This Agreement ("Agreement") is made this 5th day of June 2012 by and between Independent Emergency Services, LLC ("IES") and XYZ, whose principal office is located in X City, MN ("Customer").

XYZ = Swift County X City = Benson

WHEREAS, IES is the owner of a Private Switch/Automatic Location Identification ("PS/ALI") system capable of providing the identification and location of the telephone used to dial 911; and

WHEREAS, the Customer desires to install and maintain their records in the IES PS/ALI system so that the identification and location is sent to the entity responsible for answering the 911 call; and

NOW THEREFORE, based on the mutual covenants contained herein and other good and valuable consideration, IES and Customer agree as follows:

1. PS/ALI Call Delivery Services.

- a. IES hereby agrees to provide PS/ALI Services from the Customer's telephones which records have been installed and maintained by the Customer; provided, however, that such calls be answered by a Public Safety Answering Point ("PSAP") and the 911 call routing is technically feasible.
- b. IES agrees to abide by Minn. § 403.07 subdivision 4, Use of Furnished Information, which states "Names, addresses, and telephone numbers provided to a 911 system under subdivision 3 are private data and may be used only for identifying the location or identity, or both of a person calling a 911 public safety answering point."

2. Maintenance and Support. IES warrants that it will, at its expense, perform ordinary and routine maintenance and repair of its equipment and facilities, which provide the PS/ALI Services. Customer shall pay the cost of any maintenance or repairs to the system they use to send and maintain the information. Customer agrees that it will not, nor will it permit its employees, agents, or independent contractors, to take any actions, which would interrupt, degrade or otherwise adversely affect the delivery of PS/ALI Services during the term of this Agreement.

3. Installation and Operation. IES shall install the PS/ALI Services and make the same available to Customer in accordance with the time schedule agreed upon by Customer and IES. Upon completion of installation, Customer shall pay to IES the non-recurring Charges set forth in Attachment A within thirty (30) days following the date of installation. The operating records of IES shall constitute the official documentation of the installation of the PS/ALI Service. The date IES certifies that the System is operative

shall be referred to herein as the "Installation Date". Customer shall cooperate with IES to facilitate such installation and take such action as shall be necessary or desirable to complete such installation, including, but not limited to, providing IES with the names and telephone numbers of employees or representatives, with whom IES may communicate to facilitate installation of the system.

4. **Charges for PS/ALI Call Delivery Services.** Customer shall be responsible for and shall pay all monthly and one-time charges associated with the installation of the PS/ALI System as set forth in Attachment A.
5. **Term of Agreement.** This Agreement shall be for a term of twenty-four (24) months beginning on the date of this Agreement as dated above. Upon expiration of such initial term, this Agreement shall automatically renew for successive one-year terms unless either Customer or IES terminates this Agreement pursuant to the terms of Paragraph 7 herein.
6. **Payments and Pricing.** The parties herein understand that the costs both monthly and one-time in Attachment A, are the current pricing as described and filed in the IES tariff with the State of Minnesota. Upon completion of installation, IES shall submit an itemized invoice and request for payment. Customer shall pay to IES the one-time charges within thirty (30) days after receiving the request for payment. In addition to the foregoing charges, Customer shall pay any federal, state, and local taxes, including, but not limited to, any excise, use, or sales taxes, applicable to services or charges under this Agreement. Customer shall pay late payment charges of one and one-half percent (1-1/2%) per month on unpaid balances of invoices. However, Customer may refuse to pay any claim, which is not specifically authorized by this Agreement. Additionally, in the event that Customer withholds payment for a material default or failure to provide services or failure to comply with any material provisions of this Agreement, then no interest penalty shall accrue for non-payment of disputed claims for any period of material default or noncompliance with the terms of this Agreement.
7. **Termination.**
 - a. *By Customer.*

Customer may not terminate this Agreement without cause, unless otherwise provided in this Agreement, prior to completion of installation of the System, or prior to the end of the initial twenty-four (24) month period thereafter. Thereafter, Customer may terminate this Agreement commencing on the second anniversary of the Installation Date or on any subsequent anniversary of the Installation Date, provided that it gives at least sixty (60) day prior written notice to IES. Provided, however, that Customer may terminate this Agreement without cause after the Installation Date and during the twenty-four (24) month period thereafter, provided that it pays to IES the greater of twenty-four (24) months of the Monthly Charges, or the total of all Monthly and One-

Time Charges that would be payable for actual months of service remaining under this Agreement after such notice of termination, except as otherwise provided herein.

b. *By IES.*

IES may terminate this Agreement and discontinue providing the PS/ALI Services only for "Cause", and then only upon giving at least sixty (60) day prior written notice, unless directed by governmental authorities to immediately cease providing PS/ALI Services, or such termination is necessary to prevent illegal use of PS/ALI Services, or to comply with applicable federal and state regulations. "Cause" means any material breach of this Agreement by Customer, including, but not limited to, the failure to make payments on a timely basis, unless otherwise authorized herein, or any inappropriate use of the PS/ALI Services which adversely affects or degrades the delivery of such services. Notwithstanding the foregoing, IES shall not be obligated to furnish PS/ALI Services if the charges on Attachment A (as the same may be amended from time to time as permitted herein) are more than sixty (60) days in arrears.

8. **Indemnification.** Customer agrees to release, indemnify, defend and hold harmless IES from any and all loss, claims, demands, suits or other action, or any liability whatsoever, suffered, made, instituted or asserted by a customer or by any other party or person, for any personal injury to or death of any person or persons, for any loss, damage or destruction of any property, whether owned by the customer or others, due to the act or omissions of Customer, its agents and its employees.

IES, subject to the limitations contained in its tariff, agrees to release, indemnify, defend and hold harmless Customer, its agents and employees from any and all loss, claims, demands, suits or other action, or any liability whatsoever, suffered, made, instituted or asserted by a customer or any other party or person, for any personal injury to or death of any person or persons, for any loss, damage or destruction of property, whether owned by the customer or others, due to the act or omissions of IES, its agents and its employees.

9. **Title to Equipment and Facilities.** Title to, and ownership of all equipment, software, database, and facilities IES uses in supplying PS/ALI to Customer is and shall remain with IES. Neither IES nor Customer may do anything, in any way, to encumber, to exercise control over, or to represent that it has any rights with respect to the equipment or facilities owned by the other party.

10. **Interruption of Services; Limited Warranty; Disclaimer; Limitation of Remedies.** IES does not guaranty or warrant that the PS/ALI service/system will be error-free or without interruption. Unless expressly provided herein, IES makes no representation or warranty, express or implied, and Customer has not received or relied upon, any other warranty with respect to the PS/ALI System, whether as to merchantability, fitness for a particular purpose or any other matter. If an interruption, temporary disconnection, error,

or out-of-service condition affecting the PS/ALI System occurs, and relates to portions thereof over which IES has control, IES will use reasonable efforts to correct or repair the same upon receiving notice or discovery thereof; and if the same continues for more than twenty-four (24) hours, IES shall give the Customer a credit equal to 1/30th of the monthly charge for each twenty-four (24) hour period of interruption or disconnection. The foregoing is Customer's sole remedy and IES's only liability in event of such out-of-service condition unless the condition is caused by negligence, faulty materials or service, or intentional misconduct on the part of IES. Customer shall notify IES of any out-of-service condition promptly following Customer's awareness of such condition. "Out-of-service condition" for purposes of this Agreement means the inability of the system to process PS/ALI.

11. **Limitation of Liability and Exclusive Remedy.** IES SHALL HAVE NO LIABILITY TO ANY PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR AGREEMENT, NEGLIGENCE OR TORT, OR OTHERWISE. THE PARTIES EXPRESSLY AGREE THAT THE LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES SET FORTH HEREIN HAVE BEEN SPECIFICALLY BARGAINED FOR AND ARE AGREED ALLOCATIONS OF RISK AND SHALL SURVIVE THE DETERMINATION OF ANY COURT OF COMPETENT JURISDICTION OR ARBITRATOR THAT ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. IES'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ERRORS, INTERRUPTIONS, DEFECTS, FAILURES, OR MALFUNCTIONS OF ANY SERVICE, EQUIPMENT, OR ANY PART THEREOF PROVIDED PURSUANT TO THE TARIFFED PRICE LIST, WHETHER CAUSED BY THE NEGLIGENCE OF IES OR OTHERWISE, EXCEPT GROSS NEGLIGENCE, SHALL NOT EXCEED THE GREATER OF \$50.00 OR AN AMOUNT EQUIVALENT TO THE PRO RATE MONTHLY CHARGES FOR SERVICE OR EQUIPMENT AFFECTED DURING THE PERIOD OF TIME THAT THE SERVICE OR EQUIPMENT WAS FULLY OR PARTIALLY INOPERATIVE. THE FOREGOING AMOUNT SHALL BE CUSTOMER'S SOLE REMEDY UNDER THIS AGREEMENT. IES'S ENTIRE OBLIGATION PURSUANT TO THE LIMITED WARRANTY PROVIDED IN THIS AGREEMENT SHALL BE LIMITED TO REPAIR OR SERVICE OF ANY FUNCTION OF THE E-911 SYSTEM WHICH PROVES TO BE DEFECTIVE OR NONFUNCTIONING (PROVIDED THAT SUCH REPAIR OR SERVICE IS WITHIN IES'S RESPONSIBILITIES SET FORTH IN SECTION 2 AND 3 HEREOF) OR TO PAY THE COST OF SUCH REPAIR OR SERVICE BY ANOTHER VENDOR OR SERVICE ORGANIZATION. CUSTOMER SHALL BE ENTITLED TO A REMEDY HEREUNDER ONLY IF IT NOTIFIES IES IN WRITING OF THE ALLEGED BREACH OF WARRANTY.
12. **Regulation and Tariffs.** The terms, conditions, and price of the services provided by this Agreement are subject to change and modification as a result of actions by the

Minnesota Public Utilities Commission. Any such change shall not affect the validity of this Agreement, which shall be implemented and enforced in accordance with its amended terms. The general rules and regulations and tariffs of IES are on file with and approved by the Minnesota Public Utilities Commission as lawfully in effect during the period in which this Agreement is in effect, except as modified hereby, incorporated herein by reference and made a part hereof this Agreement.

13. **Compliance with Laws.** IES and Customer agree to comply with all federal, state, and local laws. This Agreement shall be governed and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.
14. **Independent Contractor.** IES shall be considered agents of Customer for the strictly limited purpose of installing and maintaining the PS/ALI service contemplated herein.
15. **Agreement Rights/Remedies.** All remedies available to either party under the terms of this Agreement or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
16. **Arbitration.** Subject to the last sentence of this section, any controversy or claim arising out of or relating to any provisions of this Agreement or the breach thereof, unless resolved by mutual consent of the parties, may be finally settled by arbitration in the City of Minneapolis, Minnesota, in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the effective date of this Agreement. Notwithstanding the foregoing, any party hereto may seek injunctive relief with respect to any controversy or claim arising out of or relating to any provisions of this Agreement in any court of competent jurisdiction.
17. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party. The parties shall negotiate in good faith to replace any such illegal or unenforceable provisions with suitable substitute provisions which will maintain as far as possible the purposes and effects of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

SWIFT COUNTY

By: *Gary Hendrickx*
Print: Gary Hendrickx
Title: Chair
Swift County Board
of Commissioners

INDEPENDENT EMERGENCY
SERVICES, LLC

By: *Cliff Woodbury* *fw*
Print: Cliff Woodbury
Title: Manager

ATTACHMENT A

Listing of monthly recurring and one-time setup costs

IES's current Tariff price is:

1. One time costs - \$67.00 per 100 records installed
2. Monthly recurring costs - \$8.35 per 100 records maintained

IES's pricing based on Customer's record count of records:

1. One time costs - \$67.00 - \$67.00
2. Monthly recurring costs - \$8.35



Request for Board Action

BOARD MEETING DATE:
May 2, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Drainage	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a 2 year extension to the current easement in the Appleton Area Recreation Park \$39,000.00	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Policy
BACKGROUND/JUSTIFICATION: Swift County has been unsuccessful in purchasing the parcels and two years would keep the riding opportunities going while other options are pursued.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	There has been extensions in the past while purchase options were discussed.

Budget Information

FUNDING: MN Grant-In-Aid

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

Board Action

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



Request for Board Action

BOARD MEETING DATE:
May 2, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Drainage	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider setting a public hearing for June 6, 2017 at 2:00 PM for the partial abandonment of part of CD #62 and part of Lat. A- CD #62	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: 103E.806 Mandates Public Hearing
BACKGROUND/JUSTIFICATION: Applicants want to petition to abandon part of CD #62 and Lat. A-CD #62	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? N/A	

Budget Information

FUNDING: Applicant will pay appropriate costs

Review/Recommendation

COUNTY ATTORNEY:	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

Board Action

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

BEFORE THE SWIFT COUNTY BOARD
ACTING AS DRAINAGE AUTHORITY FOR
SWIFT COUNTY DITCH #62 and LAT. A TO COUNTY DITCH #62
SWIFT COUNTY, MN

Petition for Partial Abandonment,

Pursuant to Minnesota Statutes § 103E.806

WHEREAS, Robert Schoen etux owns part of the SE ¼, **LeRoy Froehlich** owns part of the SW ¼ & SE ¼ of the SE ¼ and **Margie Olson** owns the W ½ of the NE ¼ of Sec. #18 T121-N, R37-W (Hayes Twp.)

WHEREAS, the above owners are requesting to abandon Br# 7 (open ditch) from 5+00 to 45+00 (end)+/- (West Township Right of Way of 130th Ave. SE) to County Ditch #62, and Lat. #2 (drainage tile) to Lat. A of County Ditch #62 in above mentioned description

THEREFORE, the petitioners respectfully request the following:

1. That the auditor set a time and location for a hearing on the above mentioned property, provide notice of the hearing by mail and publication pursuant Min. Stat. § 103E.806, subd. 3.
2. That the Drainage Authority conduct a hearing on the above mentioned property pursuant Min. Stat. § 103E.806, subd. 3 and describe and state in its order that part of the drainage systems to be abandoned.

Dated this 20th day of April, 2017



Robert Schoen etux



LeRoy Froehlich



Margie Olson



Cheryl Froehlich



Alan Olson



ometry
/2015 - 04/24/2015

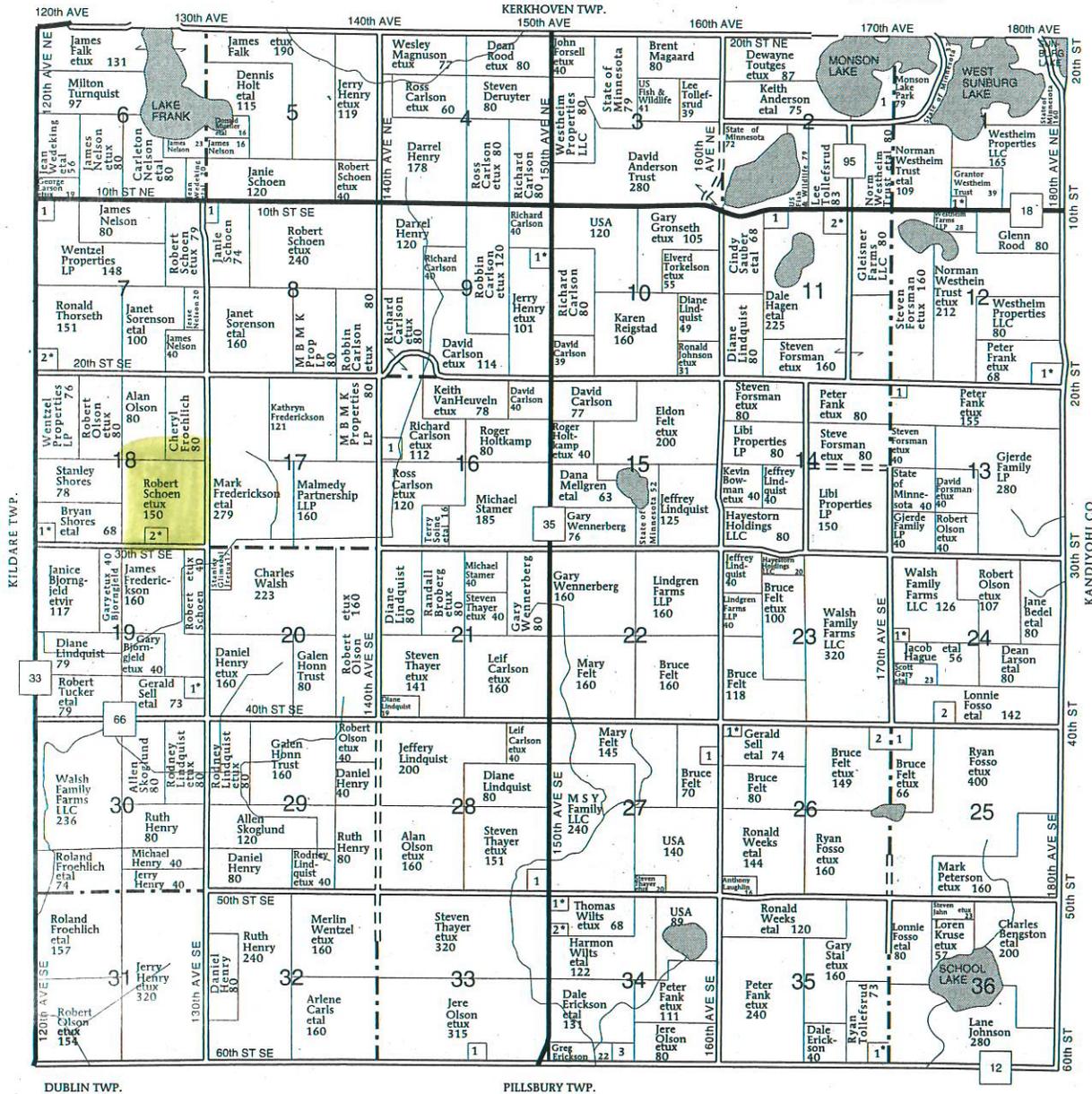


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 Page in this book to see how

T-121-N

HAYES PLAT
 (Landowners)

R-37-W



- HAYES TOWNSHIP**
- SECTION 1**
 - 1. Halvorson, Shelly 6
 - SECTION 2**
 - 1. State of Minnesota 24
 - SECTION 7**
 - 1. Peterson, Leland 8
 - 2. Hippen, James 5
 - SECTION 8**
 - 1. Gordon Land LP 6
 - SECTION 9**
 - 1. Morrison, Jason 10
 - SECTION 11**
 - 1. Gregory, Allan 5
 - 2. Torkelson, Steven 12

- SECTION 12**
- 1. Quigley, Jerold 12
- SECTION 13**
- 1. Bengtson, Marvin 5
- SECTION 16**
- 1. Hauge, Ross 8
- SECTION 18**
- 1. Shores, Mark 10
- 2. Froehlich, Leroy 30
- SECTION 19**
- 1. Gunderson, Mark 7
- SECTION 24**
- 1. Walsh, Jason 7
- 2. Hans, Richard 11

- SECTION 25**
- 1. Felt, Michael 14
- SECTION 26**
- 1. Hans, Roger 6
- 2. Felt, Michael 11
- SECTION 27**
- 1. Brenner, Mark 10
- SECTION 28**
- 1. Mathis, Michael 9
- SECTION 33**
- 1. Henry, Caleb 5
- SECTION 34**
- 1. Wilts, Harmon 6
- 2. Wilts, Brent 6
- 3. Erickson, Jon 7

- SECTION 35**
- 1. Nash, Donald 7



Request for Board Action

BOARD MEETING DATE:
May 2, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Drainage	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving two part time park positions and increasing the hourly pay from \$10.00 per hour to \$11.00 per hour	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes to hire part time
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Policy
BACKGROUND/JUSTIFICATION: Click here to enter text.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	N/A

Budget Information

FUNDING: Park Fund and MN Grant in Aid
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Review/Recommendation

COUNTY ATTORNEY:	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

Board Action

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



Request for Board Action

BOARD MEETING DATE:
May 2, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Drainage	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the 2017 camping season with Park Host Patty Volk	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Policy
BACKGROUND/JUSTIFICATION: Swift County has had Patty Volk take of reservations, collect money and look over facilities on weekends.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	N/A

Budget Information

FUNDING: Park Budget

Review/Recommendation

COUNTY ATTORNEY:	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

Board Action

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

Swift Falls Park Service Contract

This contract, by and between Swift County Parks, Drainage and Wetlands, a county government function, herein referred to as “the County” and Patty Volk, an individual at least eighteen (18) years of age, herein referred to as “Contractor”.

1. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

The Contractor will, during the term of this contract

- A. Be available during set hours to receive and/or return calls for reservations for the Park.
 - B. Keep clear and precise records of all reservations for the year and future reservations up to a year in advance.
 - C. Keep clear and precise records of drop box envelopes and receipts.
 - D. Make sure all ledgers and receipts match and make weekly deposits to the County Office. This will be done by making deposits available to be picked up by designated employees.
 - E. Check the Park on weekends to monitor/replace paper supplies, any problems in the bathrooms and campground.
 - F. Check campers to insure all guests have registered.
 - G. Report any problems that cannot be immediately resolved to the County Office or Swift County Sheriff Department.
2. The County will provide all envelopes, receipts and products needed for the Contractor to fulfill their obligation. This Contract may be terminated by the County at any time if any inadequacies in receipts and/or reservations cannot be resolved.
3. Payment for work performed shall be paid monthly upon Contractors submission of an invoice detailing the dates of service and the total amount of receipts claimed. Claims should be submitted to the County by the 5th of the month with payments being made the 3rd Tuesday of each month.
4. The Contractor shall be paid 20% of the total receipts plus fifty (50) dollars per weekend. \$50.00 per weekend will begin the weekend of the Minnesota fishing opener and subject to change after September 15, as reservations dictates. The County will reimburse for phone calls after receiving copy of phone billing.
5. Unless earlier terminated under the terms of this Contract, the Contract shall be for the 2017 camping season.
6. The Contractor shall not be considered an employee of the County. The Contractor shall be considered an independent contractor and shall be responsible for all Unemployment Insurance, Workmen’s Compensation, Social Security and Income Taxes for any work or compensation under this Contract.
7. The Contractor shall indemnify and hold the County harmless from loss or injury to persons or property in the performance of this Contract.
8. Either party may terminate this contract with 15 days advance written notice.

May 2nd, 2017

COUNTY

CONTRACTOR

Eric Rudningen
Swift County Board Chairman

Patty Volk

Approved as to form and content:

Danielle Olson
Swift County Attorney



Request for Board Action

BOARD MEETING DATE:
May 2, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: The Engineer recommends awarding the contract to for the 2017 gravel crushing contract to WM. D. Scepaniak.	
AGENDA YOU ARE REQUESTING TIME ON: May 2, 2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Swift County opened the 2017 gravel crushing bids on 4-26-17.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING: County

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: XXX	RECOMMENDATIONS: XXX
COMMENTS: XXX	COMMENTS: XXX

Board Action

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

Swift County Highway Department

BID TABULATIONS: County Wide Gravel Processing

March 30, 2016

CONTRACTOR

WM. D. SCEPANIAK

COMMERFORD GRAVEL

FERGUSON BROTHERS EXCAVATING, INC.

HARD ROCK SCREENING

CENTRAL SPECIALTIES INC.

t

BID
\$99,500.00
\$102,500.00
\$132,500.00
\$147,000.00
\$157,000.00



Request for Board Action

BOARD MEETING DATE:
May 2, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Utility Tractor purchase	
AGENDA YOU ARE REQUESTING TIME ON: May 2, 2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Budget item	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	none

Budget Information

FUNDING: County

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Not submitted for review
COMMENTS: N/A	COMMENTS: N/A

Board Action

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

Tractor Utility

COMPANY	EQUIPMENT	PRICE	TRADE	TOTAL
Amundson Peterson, Inc.	John Deere 5045E Utility Tractor	24,746	\$7,500	\$17,246
Trueman Welters	Farmall 50A	25,620	\$7,000	\$18,620
Amundson Peterson, Inc.	John Deere 5055E	26,820	\$7,500	\$19,320



Request for Board Action

BOARD MEETING DATE:
May 2, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Lawn Mower purchase	
AGENDA YOU ARE REQUESTING TIME ON: May 2, 2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Budget item	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING: County

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Not submitted for review
COMMENTS: NA	COMMENTS: NA

Board Action

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

Mowers

COMPANY	EQUIPMENT	PRICE	TRADE	TOTAL
Amundson Peterson, Inc.	John Deere Z915E	6,700	\$200	\$6,500
Eric's Motor Sport	Hustler Fastrak	8,499	\$0	\$8,499
Trueman Welters	Pro Z 560	9,049	\$500	\$8,549



Request for Board Action

BOARD MEETING DATE:
May 2, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Flex Wing Mower purchase	
AGENDA YOU ARE REQUESTING TIME ON: May 2, 2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Budget item	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	none

Budget Information

FUNDING: County

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Not submitted for review
COMMENTS: NA	COMMENTS: NA

Board Action

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

Flex Wing Mower

COMPANY	EQUIPMENT	PRICE + Shipping & Setup	TRADE & Discounts	COST
Lund	3810 Bush Hog flex wing mower	24,995	16,500	\$8,495
Trueman Welters	3810 Bush Hog flex wing mower	24,895	13,995	\$10,900
Villard Implement Co.	3810 Bush Hog flex wing mower	23,495	11,995	\$11,500



Request for Board Action

BOARD MEETING DATE:
May 2, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Disk Mower purchase	
AGENDA YOU ARE REQUESTING TIME ON: May 2, 2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Budget item	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	none

Budget Information

FUNDING: County

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Not submitted for review
COMMENTS: NA	COMMENTS: NA

Board Action

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

Disk Mower

COMPANY	EQUIPMENT	PRICE + Shipping & Setup	TRADE & Discounts	COST
Lund	Massey Ferguson 1358	8,850	0	\$8,850
Trueman Welters	New Holland H6740	8,945	0	\$8,945
Villard Implement Co.	Massey Ferguson 1358	9,500	0	\$9,500
Modern Farms	New Holland H6740	11,200	0	\$11,200
Villard Implement Co.	Vermeer M7040	12,000	0	\$12,000



Request for Board Action

BOARD MEETING DATE:
5/2/2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Land Records	REQUESTOR: Chelsey Bagent	REQUESTOR PHONE: 320-314-8366
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of the Board on an amendment to the Pictometry contract for the second project which includes the 2018 flight.	
AGENDA YOU ARE REQUESTING TIME ON: Board meeting on 5/2/2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: The second Pictometry project, which is a part of the original contract, is what will be affected by this. The reason for the amendment is because Swift County is a part of the Mid State group by default from using CPUi tax software, all the 4 inch mosaic ortho images will be upgraded to 3 inch, which is clearer and more precise. This will be done at no additional cost. Also, because of belonging to this group, Swift County will receive two years of the online software, Connect, for free. This will bring the total cost down \$3,000. The flight for collecting the new imagery will still take place in the spring of 2018. This imagery is used on a daily basis by county workers on CONNECTExplorer. The following reports show this in more detail. <ul style="list-style-type: none"> • First Quarter of 2017_UsageGeneral_01-02-2017_03-31-2017 • Previous Month_UsageGeneral_03-21-2017_04-21-2017. It is intended that the imagery will be used even more often in the near future for the following applications. <ul style="list-style-type: none"> • In our 911 routing software, GeoLynx, once the upgrade is completed later this year. • In the public facing interactive web map. I anticipate this being implemented by the end of the year as well. I also use the imagery on a daily basis for all of my GIS work. So far this includes work for Land Records, Assessor, Attorney, Auditor, Emergency Management, Environmental Services, Highway, Human Services, Parks & Drainage, Sherriff, Treasurer, and RDA.	

GIS Projects Include:

- Parcel and Basemap Project
- Parcel Maintenance
- Pictometry
- Public Facing Interactive Web Map
- Ditches
- Next Generation 911
- Emergency Management Plan Maps
- Proposal and Grant Maps
- Roads Rectification

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None
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Budget Information

FUNDING: Affects 2018 (\$30,676.91), 2019 (29,965.42), and 2020 (31,465.42) budgets.

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Approve
COMMENTS: XXX	COMMENTS: XXX

Board Action

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

**AMENDMENT TO AGREEMENT DATED NOVEMBER 17, 2014 BETWEEN
 PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
 SWIFT COUNTY, MN (“CUSTOMER”)**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this “Amendment”) is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated November 17, 2014 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the “Agreement”). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms

2. MODIFICATIONS TO AGREEMENT:

The products, product descriptions, prices, payment terms, and product parameters set forth in Section A of the Agreement, with respect to the Second Project, are hereby deleted in their entirety and replaced with the products, product descriptions, prices, payment terms, and product parameters set forth in Section A attached to this Amendment.

Except as expressly modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
301 14th Street N	25 Methodist Hill Drive
Benson, MN 56215	Rochester, NY 14623
Attn: Chelsey Bagent, GIS Specialist	Attn: Contract Administration
Phone: (320) 314-8366 Fax: (320) 843-2275	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

CUSTOMER	PICTOMETRY
SWIFT COUNTY, MN	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C162388

BILL TO
Swift County, MN
Chelsey Bagent, GIS Specialist
301 14th Street N
Benson, MN 56215
(320) 314-8366
chelsey.bagent@co.swift.mn.us

SHIP TO
Swift County, MN
Chelsey Bagent, GIS Specialist
301 14th Street N
Benson, MN 56215
(320) 314-8366
chelsey.bagent@co.swift.mn.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A137051	DLars	Trennial

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
809	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$71.25 (5%)	\$57,641.25
54	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$427.50 (5%)	\$23,085.00
809	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00		\$8,090.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Years Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$6,600.00	\$1,500.00 (77.273%)	\$1,500.00
54	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00		\$1,080.00
809	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$404.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00

54	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$108.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
SUBTOTAL - SECOND PROJECT					\$92,107.75
Thank you for choosing Pictometry as your service provider.			TOTAL- BOTH PROJECTS		\$168,048.00

¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

SECOND PROJECT

Due at Initial Shipment of Imagery	\$30,676.91
Due at First Anniversary of Shipment of Imagery	\$29,965.42
Due at Second Anniversary of Shipment of Imagery	\$29,965.42
Due at Second Anniversary of Activation	\$1,500.00
Total Payments	\$92,107.75

PRODUCT PARAMETERS

**SECOND PROJECT
IMAGERY**

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: Customer Provided - On file - State LiDAR
Leaf: Leaf Off: Less than 30% leaf cover

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Customer Provided - On file - State LiDAR
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Chelsey Bagent
Admin User Email: chelsey.bagent@co.swift.mn.us
Geofence: MN Swift MN Big Stone MN Chippewa MN Kandiyohi MN Pope MN Stevens MN Lac Qui Parle

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

**AGREEMENT BETWEEN
 PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
 SWIFT COUNTY, MN ("Customer")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
Swift County Courthouse 301 14th Street N Benson, Minnesota 56215	100 Town Centre Drive, Suite A Rochester, NY 14623
Attn: Mike Pogge-Weaver, County Administrator	Attn: Contract Administration
Phone: (320) 314-8399 Fax: (320) 843-2275	Phone: (585) 486-0093 Fax: (585) 486-0098

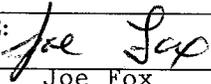
Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
SWIFT COUNTY, MN (entity type)	PICTOMETRY INTERNATIONAL CORP. a Delaware corporation
SIGNATURE: 	SIGNATURE:
NAME: Joe Fox	NAME:
TITLE: Board Chair	TITLE:
DATE: November 4, 2014	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)

Attest:

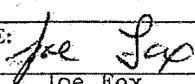


Michel J. Pogge-Weaver
Clerk of the Board

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
SWIFT COUNTY, MN	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Joe Fox	NAME: LYDIA R. SALPINI
TITLE: Board Chair	TITLE: Senior Vice President, PICTOMETRY
DATE: November 4, 2014	EXECUTION DATE: 11/17/14
	DATE OF RECEIPT (EFFECTIVE DATE) 11/17/14

Attest:



Michel J. Pogge-Weaver
Clerk of the Board

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 100 Town Centre Drive, Suite A
 Rochester, NY 14623

ORDER #
C162388

BILL TO
Swift County, MN
Mike Pogge-Weaver, County Administrator
Swift County Courthouse
301 14th Street N
Benson, Minnesota 56215
(320) 314-8399
mike.poggeweaver@co.swift.mn.us

SHIP TO
Swift County, MN
Mike Pogge-Weaver, County Administrator
Swift County Courthouse
301 14th Street N
Benson, Minnesota 56215
(320) 314-8399
mike.poggeweaver@co.swift.mn.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A137051	DLars	Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
809	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$63.75 (15%)	\$51,573.75
54	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$382.50 (15%)	\$20,655.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s)	\$6,000.00	\$3,000.00 (50%)	\$3,000.00
809	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$404.50
1	Media Drive Capacity 931G - Drive Model IT - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
54	Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$108.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
54	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for	\$20.00	\$0.00 (100%)	\$0.00

		additional details.			
809	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$0.00 (100%)	\$0.00
SUBTOTAL – FIRST PROJECT					\$75,940.25

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
809	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$71.25 (5%)	\$57,641.25
54	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$427.50 (5%)	\$23,085.00
809	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00		\$8,090.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s)	\$6,000.00	\$4,500.00 (25%)	\$4,500.00
54	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00		\$1,080.00
809	Mosaic - Area Wide (9in GSD; MrsID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$404.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
54	Mosaic - Area Wide (4in GSD; MrsID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$108.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
SUBTOTAL – SECOND PROJECT					\$95,107.75

Thank you for choosing Pictometry as your service provider.	TOTAL	\$171,048.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including,

without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$6,196.93
Due at Initial Shipment of Imagery	\$18,590.82
Due at First Anniversary of Shipment of Imagery	\$24,076.25
Due at Second Anniversary of Shipment of Imagery	\$24,076.25
Due at First Anniversary of Activation of Connect	\$3,000.00
 Total Payments	 \$75,940.25

SECOND PROJECT

Due at Initial Shipment of Imagery	\$30,676.91
Due at First Anniversary of Shipment of Imagery	\$29,965.42
Due at Second Anniversary of Shipment of Imagery	\$29,965.42
Due at Activation of Connect	\$4,500.00
 Total Payments	 \$95,107.75

PRODUCT PARAMETERS

IMAGERY – FIRST PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: Customer Provided – State LiDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Customer Provided – State LiDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – SECOND PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Elevation Source: Customer Provided – State LiDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Customer Provided – State LiDAR
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT – FIRST PROJECT

Product: Pictometry Connect - CA - 50
Admin User: Mike Pogge-Weaver
Admin User Email: mike.poggeweaver@co.swift.mn.us
Requested Activation:
Special Instructions:

CONNECT – SECOND PROJECT

Product: Pictometry Connect - CA - 50
Admin User: Mike Pogge-Weaver
Admin User Email: mike.poggeweaver@co.swift.mn.us
Requested Activation:
Special Instructions:

CONNECT: GEOFENCES – FIRST PROJECT

Geofence: MN Swift
Geofence: MN Big Stone
Geofence: MN Chippewa
Geofence: MN Kandiyohi
Geofence: MN Lac Qui Parle
Geofence: MN Pope
Geofence: MN Stevens

CONNECT: GEOFENCES – SECOND PROJECT

Geofence: MN Swift
Geofence: MN Big Stone
Geofence: MN Chippewa
Geofence: MN Kandiyohi
Geofence: MN Pope
Geofence: MN Stevens
Geofence: MN Lac Qui Parle

Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:
 - **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- B. **Software – Use of Pictometry Change Analysis™** – Pictometry’s EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

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[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

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[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms "Eligible User" and "Eligible Users" as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each "Authorized User" as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for the Second Project and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the Second Project;
 - b. This Agreement shall remain in full force and effect, however commencement of the Second Project shall be deemed postponed until such time as funds for the Second Project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.
3. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Minnesota, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Minnesota in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
4. Imagery on Websites

Customer may place both orthogonal imagery and oblique imagery, less any Pictometry measuring or analytical tools, on the Customer's public facing website for viewing purposes only (no downloading). Customer's measurement tools may be used with the Pictometry imagery on a public facing website. Customer shall include adjacent to and in close proximity with each image so published to Customer's public facing website, a photo credit legible to a reasonable user without any technical or other visual aid, stating the following: Copyright Pictometry International Corp. [Insert the actual copyright date(s) from the image]. All rights reserved.
5. Authorized Subdivision

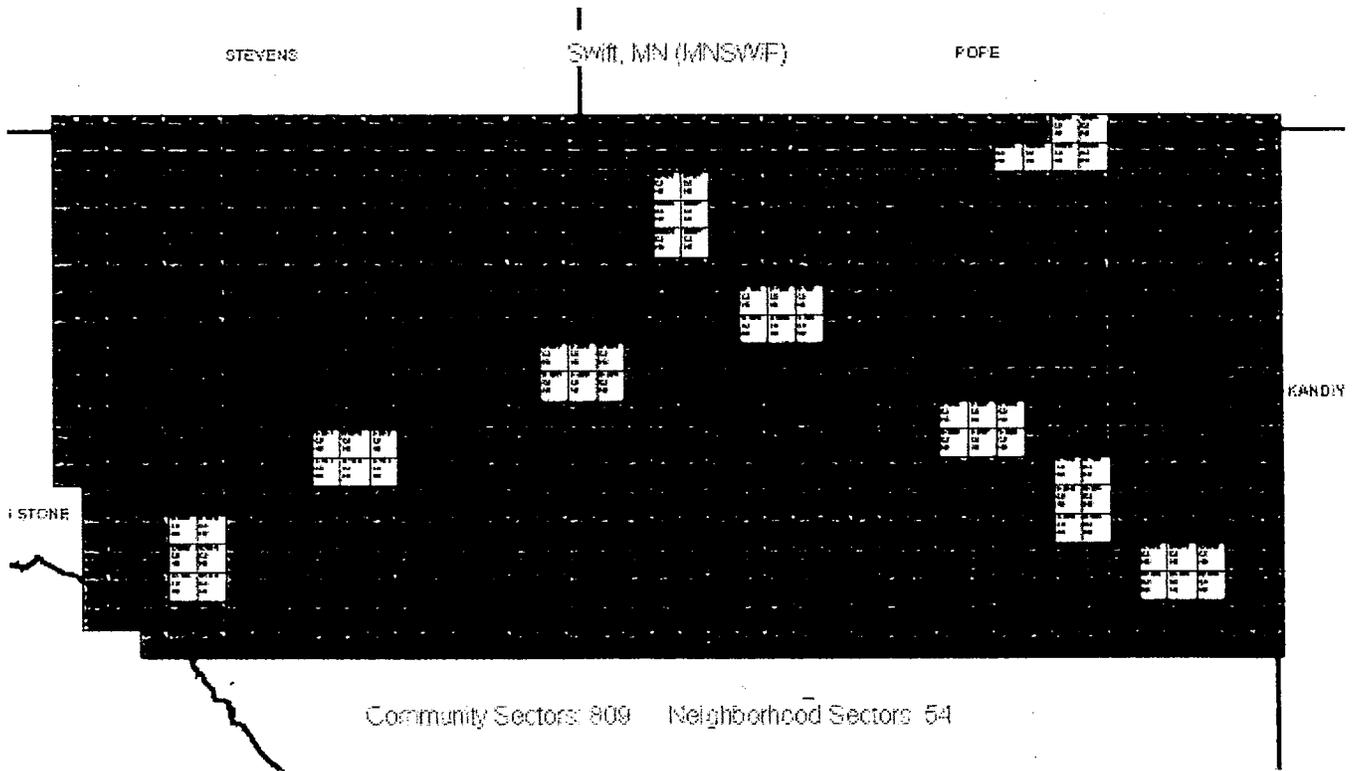
Section 1.1 of the Pictometry Delivered Content Terms and Conditions of Use shall be deleted in its entirety and replaced with the following:

"Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any of the following entities that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions:

 - a. Any political unit or subdivision located totally or substantially within your boundaries; and
 - b. Any political unit or subdivision that Customer is a member of provided that such political unit or subdivision and its personnel shall use the Delivered Content solely for internal business purposes and for no other purpose.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP



General Usage Report

Organization Swift County, MN

Start Date 01-02-2017

End Date 03-31-2017

Swift County, MN

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Chelsey Bagent	279	993	76	0
CPUI Internal(Opp C187997)	20	27	20	0
Pictometry Support	3	17	2	0
Rob Lee	1	16	2	0
Organization Total	303	1053	100	0

City of Benson

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
benson test	5	8	1	0
Glen Pederson	4	12	4	0
Mike Jacobson	6	95	0	0
Val Alsaker	2	36	2	0
Organization Total	17	151	7	0

City of Kerkhoven

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
kerkhoven Test	3	4	0	0
Kim Harkema	38	228	7	0
Organization Total	41	232	7	0

SC Assessor

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Colleen Pederson	72	937	391	0

SC Assessor

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Darla Schwendemann	56	2706	1545	0
Deleted User - 212584	25	544	0	0
Eric Banken	31	701	327	0
Wayne Knutson	54	331	202	0
Organization Total	238	5219	2465	0

SC Attorney

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Allison Whalen	1	2	0	0
Monica Stanley	3	33	4	0
Stacy Augeson	4	54	7	0
Will Warnock	3	67	8	0
Organization Total	11	156	19	0

SC Commissioners

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Eric Rudningen	4	6	0	0
Organization Total	4	6	0	0

SC Courthouse

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Amanda Ness	2	96	11	0
Brian Thompson	1	30	4	0
Carla Roberts	33	87	83	0
Jennifer Frost	15	102	14	0
Kim Saterbak	30	140	51	0
Kristy Johnson	1	4	1	0
Marlene Molden	19	118	38	0

SC Courthouse

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Mary Amundson	16	71	21	0
Ron Vadnais	10	79	27	0
Toni Lindstrom	1	19	5	0
Vicki Syverson	1	5	1	0
Organization Total	129	751	256	0

SC Environmental Services

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Environmental Testing	1	6	0	0
Pamela Perrizo	1	10	2	0
Organization Total	2	16	2	0

SC Highway

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Andrew Sander	9	184	1	0
Chad Razink	23	160	6	0
Eric Hagen	15	451	116	0
Highway Testing	1	2	0	0
Mark Lesteberg	24	188	0	0
Paul Petrick	12	134	0	0
Organization Total	84	1119	123	0

SC Land Records Public Terminals

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Terminal 1 Land Records	10	14	3	0
Terminal 2 Land Records	5	5	0	0
Terminal Test Land records	1	1	0	0
Organization Total	16	20	3	0

SC Parks, Drainage, and Wetlands

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Jim Pfeifer	94	680	4	0
Mike Johnson	37	195	2	0
Organization Total	131	875	6	0

SC Sheriff

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Judd Latham	1	18	0	0
Organization Total	1	18	0	0

SC SWCD

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Andy Albertsen	60	3855	2	0
Deleted User - 243179	5	35	0	0
Gemma Kleinschmidt	12	55	30	0
Rick Gronseth	9	64	4	0
SWCD Testing	1	1	0	0
Organization Total	87	4010	36	0
Total	1064	13626	3024	0

Report run: 04/21/2017 10:45:40 am EDT

General Usage Report

Organization Swift County, MN

Start Date 03-21-2017

End Date 04-21-2017

Swift County, MN

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Chelsey Bagent	137	355	74	0
CPUI Internal(Opp C187997)	3	11	3	0
Rob Lee	2	25	0	0
Organization Total	142	391	77	0

City of Benson

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
benson test	1	2	1	0
Glen Pederson	2	2	2	0
Mike Jacobson	11	121	0	0
Val Alsaker	7	55	2	0
Organization Total	21	180	5	0

City of Kerkhoven

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Kim Harkema	11	33	5	0
Organization Total	11	33	5	0

SC Assessor

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Colleen Pederson	17	129	60	0
Darla Schwendemann	20	1076	523	0
Eric Banken	1	3	0	0

SC Assessor

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Wayne Knutson	18	59	38	0
Organization Total	56	1267	621	0

SC Attorney

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Stacy Augeson	2	10	1	0
Will Warnock	3	67	8	0
Organization Total	5	77	9	0

SC Commissioners

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Eric Rudningen	1	5	3	0
Organization Total	1	5	3	0

SC Courthouse

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Carla Roberts	14	36	36	0
Kim Saterbak	9	40	10	0
Kristy Johnson	1	4	1	0
Marlene Molden	9	47	15	0
Mary Amundson	12	46	22	0
Ron Vadnais	8	56	17	0
Organization Total	53	229	101	0

SC Environmental Services

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Pamela Perrizo	4	38	2	0

SC Environmental Services

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Organization Total	4	38	2	0

SC Highway

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Andrew Sander	6	85	0	0
Chad Razink	9	41	1	0
Eric Hagen	5	34	3	0
Highway Testing	1	2	0	0
Mark Lesteberg	17	98	0	0
Paul Petrick	7	55	0	0
Organization Total	45	315	4	0

SC Land Records Public Terminals

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Terminal 1 Land Records	4	3	4	0
Organization Total	4	3	4	0

SC Parks, Drainage, and Wetlands

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Jim Pfeifer	43	357	7	0
Mike Johnson	13	91	0	0
Organization Total	56	448	7	0

SC Sheriff

Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Bev Van Heuveln	1	9	3	0
Olivia Niday	3	14	5	0
Stacie Eickhoff	1	44	2	0

SC Sheriff				
Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Tracy Koosman	3	4	2	0
Organization Total	8	71	12	0

SC SWCD				
Name	Logins	CONNECT Image Views	CONNECT Searches	Legacy (POL) Image Views
Andy Albertsen	27	532	0	0
Gemma Kleinschmidt	2	3	4	0
Rick Gronseth	1	3	0	0
SWCD Testing	1	1	0	0
Organization Total	31	539	4	0
Total	437	3596	854	0

Report run: 04/21/2017 10:16:32 am EDT