

Notice & Agenda

Swift County Board of Commissioners Agenda

Tuesday, May 16, 2017

11:00 AM

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

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:00 a.m.		Call to Order and Roll Call
11:01 a.m.		Approve Agenda
11:03 a.m.		Consent Agenda
	1-3	(1) Minutes from the May 2, 2017 Regular Meeting
	4-27	(2) Consider approval of Human Services Union Contract
	28-37	(3) Consider approval of professional services of Braun Intertec during the paving project on CSAH 6, SP 076-606-45
11:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
11:05 a.m.		Commissioner and Board reports
11:20 a.m.		County Administrator report
11:25 a.m.		Citizens Comments
11:25 a.m.		Ron Vadnais, Treasurer
	38-41	Update on 1 st Quarter Treasurer Investment Report
11:35 a.m.		Kim Saterbak, Auditor
	42-43	Consider approving a resolution authorizing sponsorship of trails operated by the northern lights trails snowmobile club
	44-49	Update on 1 st Quarter Executive Departmental Budget Report
11:50 a.m.		Andrew Sander, County Engineer
	50-64	Consider approval of the new MN/DOT Master Contract
12:00 p.m.		Kelsey Baker, County Administrator
	65-85	Consider approval to award the contract for the Moving Contract for the Courthouse Renovation
	86-87	Consider approval to purchase the HR Module
	88-89	Consider approval for the position of Human Resource Coordinator
	90	Consider approval for the position of Payroll Officer/Administrative Assistant
12:20 p.m.		George Eilertson, Northland Securities
	91-94	Consider approval of the Municipal Advisory Service Agreement between Swift County and Northland Securities, Inc.
	95-106	Discussion of the Finance Plan
	107-110	Consider approval of Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations under the Internal Revenue Code
	111-114	Consider of approval of General Obligation Improvement Plan Bonds, Series 2017A
	115-122	Consider of approval of Notice of Sale

12:45 p.m.

123-131

Other Business

Solar Ordinance Discussion

1:00 p.m.

Adjournment

SWIFT COUNTY BOARD MINUTES

May 2, 2017

Chairman Rudningen called the meeting to order at 9:03 AM with all members present. Also present: County Administrator Kelsey Baker, County Attorney Danielle Olson, County Auditor Kim Saterbak, Parks & Wetlands Supervisor Mike Johnson, and Amanda Ness.

Chairman Rudningen asked if there were any changes or additions to the agenda. The pictometry contract was moved to 9:45 AM and the MCIT update was moved to 10:10 AM and a bill was added to the warrant packet. There were no other changes or additions.

05-02-17-01 Commissioner E. Pederson moved and Commissioner P. Peterson seconded to approve the agenda with the changes noted. Motion carried unanimously.

05-02-17-02 Commissioner Fox moved and Commissioner Hendrick seconded to approve the Consent Agenda items: (1) Approval of Minutes from the April 18, 2017 Regular Meeting (2) Approval of the Minutes from the April 18, 2017 Closed Meeting (3) Approval of Highway and Environmental Services Union Contract (4) Approval of an application for Property Tax Abatement (5) 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 Bar & Grill, Dollar General Store #17229, DeGraff Municipal Liquor Store (6) Approval of the rate change to the 911 Service Agreement (7) Approval of a two year extension to the current easement in the Appleton Area Recreation Park (8) Set a public hearing for June 6, 2017, at 2:00 PM for the partial abandonment of CD #62 and part of Lat. A – CD #62 (9) Approval of two part-time park positions and increasing the hourly pay from \$10.00 per hour to \$11.00 per hour and (10) Approval of the 2017 camping season Park Host – Patty Volk. Motion carried unanimously.

A bill was added for temporary cubicles for the swing space (GROW Building) for \$22,542.50 to Viking Office Supply, Inc.

05-02-17-03 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the Commissioner warrants as follows: Revenue: \$79,675.64; Solid Waste: \$16,206.95; Road and Bridge: \$11,899.10; County Ditches: \$213.36 which includes the following bills over \$2,000: Appleton Press, \$3,441.89; Ascheman Oil, \$3,173.52; Geyer Recycling, \$5,862.50; Northern Lights Trail Snowmobile Club, \$10,395.00; Soil Conservation Office, \$14,750.00; Sunde Land Surveying LLC, \$6,600.00; Swift County, \$8,186.38; Viking Office Supply, Inc., \$22,759.92; Waste Management Of Northern Minnesota, \$8,862.20; and Ziegler, Inc., \$5,505.99. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on Helping Hands Nurse Family Partnership, Prairie Five, and HRA. Commissioner Gary Hendrickx reported on Insurance Committee, AMC, RDC, and SPCC. Commissioner Fox reported on SCBHS and Chippewa River Watershed. Commissioner E. Pederson reported on DAC, and Extension. Chairman Rudningen reported on Prairie Lakes Youth, Insurance Committee, Pioneerland Library System, and Technology Committee.

Administrator Baker reported on the GROW Building floor plans, building project, health insurance update, and administrator's schedule.

Chairman Rudningen asked for citizens comments. Supervisor Johnson updated the board on the County Road 6 pipe project and the buffer strips law.

County Engineer Andy Sander requested approval to award the contract for the 2017 gravel crushing to

WM. D. Scepaniak for \$99,500.00

05-02-17-04 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the contract. Motion carried unanimously.

Engineer Sander further requested approval to purchase a Utility Tractor from Amundson Peterson for \$17,246.00.

05-02-17-05 Commissioner Fox moved and Commissioner P. Peterson seconded to approve the purchase. Motion carried unanimously.

Engineer Sander further requested approval to purchase a Lawn Mower from Amundson Peterson for \$6,500.00.

05-02-17-06 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve the purchase. Motion carried unanimously.

Engineer Sander further requested approval to purchase a Flex Wing Mower from Lund for \$8,495.00.

05-02-17-07 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the purchase. Motion carried unanimously.

Engineer Sander further requested approval to purchase a Disk Mower from Lund for \$8,850.00.

05-02-17-08 Commissioner Fox moved and Commissioner E. Pederson seconded to approve the purchase. Motion carried unanimously.

GIS Specialist Chelsey Bagent requested approval to renew the contract with Pictometry International Corporation.

05-02-17-09 Commissioner Fox moved and Commissioner Hendrickx seconded to approve the contract. Motion carried unanimously.

Specialist Bagent further updated the board on the GIS project.

Engineer Sander updated the board on the use of the Wheelage Tax funds which included the CR #75, CR #54 bridge, and CR #85 bridge projects listed on the county's 5-Year County Improvement Plan. A discussion was held on the future use of the funds, budget cuts, and the bonding bill not passing.

A lengthy discussion was held on hospital in-kind work and staff was advised to work with hospital staff to determine what work was needed and to work with MCIT to determine the county's liability if we were to offer in-kind work.

Kurt Waldbillig and Dan Enderson of SCBHS updated the board on the senior living facility.

MCIT Risk Management Consultant Jane Hennagir updated the board on Swift County Risk Management.

05-02-17-10 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 10:46 AM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, Clerk of the Board

DRAFT

LABOR AGREEMENT

between

SWIFT COUNTY BOARD

and

**LOCAL 2538
AFSCME COUNCIL 65, AFL-CIO**

SWIFT COUNTY HUMAN SERVICES

January 1, 2017 – December 31, 2019

TABLE OF CONTENTS

PREAMBLE	2
ARTICLE I. RECOGNITION	3
ARTICLE II. HOURS OF WORK	3
ARTICLE III. HOLIDAY PROVISIONS	4
ARTICLE IV. VACATION	5
ARTICLE V. SICK LEAVES	6
ARTICLE VI. PTO	7
ARTICLE VII. HEALTH, WELFARE AND EXPENSES	9
ARTICLE VIII. OTHER LEAVES	12
ARTICLE IX. SENIORITY AND RETIREMENT	12
Probationary Period	13
Vacancies and Promotions	13
Layoff and Recall	14
Termination of Employment	14
ARTICLE X. GRIEVANCES, DISPUTES AND DISCIPLINE	15
ARTICLE XI. SAVINGS CLAUSE	19
ARTICLE XII. GENERAL PROVISIONS	19
ARTICLE XIII. LONGEVITY BENEFITS	20
ARTICLE XIV. DURATION AND EFFECTIVE DATE	20
APPENDIX A. WAGE TABLE	22
APPENDIX B. MEMORANDUM OF UNDERSTANDINGS	24

PREAMBLE

This Agreement, entered into by the Swift County Board of Commissioners, hereinafter referred to as the EMPLOYER, and Local 2538, Council No. 65, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as 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 Employer recognizes Local No. 2538, AFSCME, AFL-CIO, as the representative for collective bargaining purposes for the unit of employees of the Swift County Human Services Department. This unit is composed of all employees employed by Swift County, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year. This excludes all other employees and supervisory and confidential employees.

Section 2

The Employer shall not enter into any agreements with the employees coming under the jurisdiction of this contract, either individually or collectively, which in any way conflicts with the terms and conditions of this contract. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, color, sexual orientation, disability, religious or political beliefs or other protected status.

Section 3

The Employer agrees to deduct individual Union dues and other Union approved deductions from the paycheck 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

The basic work schedule for full-time employees shall be five (5) days, Monday through Friday, for fifty-two (52) weeks. The regular work day shall be 8:00 - 4:30 p.m. with up to one (1) hour lunch, provided that each employee performs eight (8) hours of work each day. Schedules for lunch will be subject to approval by Supervisors or the Director to ensure that the office remains open and covered. Hours may be extended in case of emergency. For the purpose of this agreement, a part-time employee is an employee regularly scheduled to work less than forty (40) hours per week.

Section 2

Flexible work scheduling will be allowed with supervisory approval provided service to the public is met. Priority for choice of hours or schedules will be on a rotating basis within classification. Hours worked over 40 per week may be carried over (at straight time) and used within that pay period.

Section 3

All time worked beyond forty (40) hours per week shall be considered overtime, calculated at time and one-half (1 ½) and taken as compensatory time off. All work performed on Sundays shall be calculated at double (2) times the regular rate.

Earned compensatory time may be used as the workload allows. An employee may carry up to 80 hours of compensatory time within the calendar year and up to 40 hours into a new year. Balance over these amounts will be paid in cash to the employee. Employee may cash out balance at any time to be paid during the regular payroll intervals. Balances will be paid in cash at such time of the employee's severance from County service.

All planned overtime work is to be approved in advance by Department management. An employee receiving prior authorization to work overtime must designate a choice to be compensated either by cash payment or by compensatory time off.

Section 4

Compensation for on call will be \$245 a week payable in the time period when the on call week ends. Full day Holidays will be compensated an additional \$35 for the Holiday (includes Easter Sunday). Good Friday and Christmas Eve will be compensated an additional \$17 for the half day. All Holidays will follow the Union contract as the payment will be on the observed day.

Section 5

Whenever an employee is assigned by management to perform additional work tasks and/or caseload responsibilities as a substitute due to another employee being on an approved leave of absence or a position is vacant prior to a new staff person being hired for that position, the employee providing the substitute service will be offered the option of being paid the approved rate either in the next pay period after it is earned or one year after it is earned.

Section 6

An employee called back to work after completion of a regular work shift shall receive a minimum of two (2) hours pay at time and one-half (1 1/2) the regular rate. The call back to work must be approved by Department management. (This section does not apply to social workers.)

Section 7

All indirect compensation (earned time off, etc.) will be earned at the same rate as hours worked. Full-time employees' earnings are based upon a 40-hour week. Paid holidays, vacation, and sick leave shall be considered as hours worked for the purposes of computing the number of hours worked. Compensatory time off shall not count as hours worked for the computation of overtime.

Section 8

All employees shall receive two (2) fifteen (15) minute rest periods in each work day.

ARTICLE III. HOLIDAY PROVISIONS

Section 1

The following holidays are given with pay each year:

New Year's Day	January 1
Martin Luther King	Third Monday of January
Presidents Birthdays	Third Monday of February
Memorial Day	Last Monday of May
Independence	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday of November
Friday after Thanksgiving	Fourth Friday of November
Christmas Day	December 25
Floating Holiday	Your choice (any full day)

An employee who starts between January 1st and June 30th will earn one full floating holiday and an employee starting between July 1st and December 31st will earn 1/2 day.

When a holiday falls on a Sunday, it is observed on the following Monday. When it occurs on a Saturday, it is observed on the preceding Friday.

Additionally, the offices will close at 12:00 Noon on Good Friday and Christmas Eve. This will be considered holiday time. 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.

Section 2

For any work performed on a holiday, an employee (except social workers) shall receive one and one-half (1-1/2) rates for those hours, in addition to the employee's regular holiday credits, as per Article III, Section I. The exception to this is that social workers will receive compensatory time for hours worked on holidays.

Section 3

Regular part-time employees shall have the holidays pro-rated, based on the average number of hours worked in a week.

ARTICLE IV. VACATION

Article IV. Vacations does not apply to Employees hired on or after July 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, the employee shall be considered a regular employee and shall receive credits for vacation on the following basis:

<u>Years of Employment</u>	<u>Days Earned Per Month</u>
0-5	1
6 -10	1-1/4
11 -15	1-1/2
16- 20	1-3/4
21+	2

Employees will accrue vacation on the first month of employment on a pro rata basis. For employees who commence work between the 1st and 15th they shall be credited with one (1) full day of vacation. For employees who commence employment between the 16th and the end of the month, they shall be credited with a half-day of vacation.

Section 2

Regular part-time employees shall earn pro rata vacation days, based on average hours worked per week.

Section 3

Employees shall schedule their vacation time off with a Supervisor. If there is a conflict, the employee

with the most seniority shall be given preference.

Section 4

Employees terminating their employment either by resignation, death, or otherwise, shall be paid for the number of unused vacation time accumulated to their credit. Twenty four days is the maximum accumulation. The twenty-four days maximum shall be on an annual basis. The rate of pay will be the rate of pay the employee is earning on the last day of official employment.

ARTICLE V. SICK LEAVES

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

Section 1

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. Employees will accrue sick leave on the first month of employment on a pro rata basis. For employees who commence work between the 1st and the 15th they shall be credited with one (1) full day of sick. For employees who commence employment between the 16th and the end of the month, they shall be credited with a half-day of sick. Employees should use sick leave, rather than vacation time, when applicable. Regular part-time employees shall earn pro-rata sick days, based on average hours worked per week.

Section 2

An employee may draw on his/her accrued sick leave during any period of time the employee is unable to work because of sickness or injury on or off the job, at the same rate as earned per 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 the Non-Union Supervisor without a doctor's certificate, and the Non-Union Supervisor shall be kept informed of the employee's condition if the absence is of more than three (3) days' duration.
- (2) With the approval of the Non-Union Supervisor, sick leave may 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 shall include sons, daughters, spouse and parents of an employee or the employee's spouse. Immediate family may include a person in a similar role and shall be identified by the employee in their personnel file.
- (3) The employee shall submit a doctor's certificate if required by the Non-Union Supervisor.

Claiming sick leave when physically fit, except as permitted in the 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, or in any regular compensated time, the employee shall be considered to be working for the purpose of accumulating additional sick leave or vacation time.

Section 4

An employee who is drawing Workers' Compensation shall be allowed to use as much of the employees' accumulated sick leave as necessary to ensure a full monthly paycheck.

Section 5

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. Any days used from the 100-day accrual must be replaced before payment is made.

Section 6

Employees terminating employment with Swift County shall receive, as severance pay, fifty percent (50%) of all accumulated unused sick leave to their credit. Current daily rates of pay will be used in determining amount received.

Section 7 Funeral Time Allowance (Amended 2011)

An employee shall be granted up to three (3) days of paid funeral leave for a death in the immediate family, 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 and 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) days funeral leave may be extended due to unusual circumstances, upon approval of their Non-Union Supervisor. Funeral leave beyond the three (3) days will be deducted from sick leave or vacation. Funeral leave must be taken within 7 days of death. Deviation from this would require an "unusual circumstance" request and approval.

ARTICLE VI. PTO

PTO Added 2014

Section 1. Effected Employees

Employees hired on or after July 1, 2014 will automatically be placed on the PTO Plan. Employees hired on or before June 30, 2014 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 July 1, 2014. Employee must make election by June 30, 2014 with the conversion and transition occurring on August 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 July 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 July 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 July 1, 2014 and four hundred (400) hours for employees hired on or after July 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, WELFARE AND EXPENSES

Section 1

The employer shall contribute toward the premium costs of medical insurance of part-time employees who regularly work an average of twenty-four (24) hours per week. The amount will be based on hours worked for both single and dependent coverage if eligible. The part-time employee shall contribute the difference for full-time premium costs. The CMM plan will be discontinued and no longer offered after December 31, 2018.

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:

	<u>Single</u>	<u>Family</u>
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 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.

Section 2 Contributions Toward Employee VEBA Account

At the beginning of the plan year, for employees on Plan #2 (VEBA) or Plan 3# (HSA), the Employer will contribute \$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. For example, an employee who leaves county service during the month of May would have 7/12th of the original contribution withheld from their severance and last pay check.

At the discretion of the Employer, a County participatory wellness program may be 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.

The minimum participation requirements for 2017 and beyond, employees will need to complete up to 5 health wellness program points. 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.

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.

Section 3 (Amended 2011)

The Employer shall provide a term life insurance plan for employees and their dependents. Coverage shall be \$30,000 per employee.

The cost of employee life insurance shall be paid by the Employer. The cost of dependent life insurance and additional life insurance shall be paid by the employee.

Section 4 (Amended 2011)

The Employer shall provide short term and long-term disability Insurance for full-time employees (30 hours or more) of \$800 and \$1000 per month respectively. Additional insurance up to the limit of the company may be purchased at the employee's own expense, to be paid through payroll deduction.

Section 5

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

Section 6 Expenses (Amended 2011)

1. Travel Expense Reimbursement.

Travel necessary for County purposes in the employee's automobile will be reimbursed in accordance with County policy, plus any adjustments determined by the County Board plus parking fees. Public transportation will be reimbursed at the actual cost of the most economical means of travel. Employees are encouraged to use County pool vehicles whenever possible. When employees use their personal vehicles for County business, and a County vehicle is available for use, mileage will be reimbursed at one half (1/2) the current IRS mileage rate.

2. Meal Expense Reimbursement.

Meal reimbursement, for expenses incurred outside of Swift County, is allowed at the following maximum rates: Breakfast - \$10.00; Noon - \$12.00; and Evening meal - \$18.00. For county related travel exceeding 24 hours meals may be aggregated up to \$40.00 per day. Employees may purchase groceries in lieu of restaurant meals; reimbursement will follow the meal reimbursement schedule. Meal gratuity and alcoholic beverages are not reimbursable expenses.

3. Miscellaneous

The actual cost of lodging, conference, registration, workshop materials, books and other pertinent expenses will be reimbursed to the employee subject to the approval of the Department Head.

Section 7 Flexible Benefits Plan

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 payroll check 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/her 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/she be eligible for overtime if meetings are held on his/her own time. Not more than three (3) members shall be elected to this committee.

Section 4

Employees will be granted leave with or without pay in accordance with the Family Medical Leave Act of 1993.

Section 5

Employees shall be eligible for other unpaid leaves of absence due to illness, injury, education, or for personal reasons, subject to approval by the Department Head.

Section 6

Employees will be expected to make an honest attempt to get to work. In cases of inclement weather where travel is impossible, employees who are not able to get to work or who must leave work early will have the option to use vacation, comp time, paid-time-off, time without pay, or sick leave.

ARTICLE IX. SENIORITY AND RETIREMENT

Section 1

Seniority standing shall be granted to all regular employees. Seniority shall be determined for full-time employees on the basis of total continuous employment with the County. Seniority for part-time employees shall be determined on the basis of total number of hours worked for the County. Employees shall be placed on the seniority list as of the first day of work. The first one (1) year 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. Employees hired on or before June 30, 2014 shall only have a six (6) month probationary period. A seniority list shall be kept up to date by the County. A copy shall be provided to the Union upon request.

An employee shall lose seniority for the following reasons only:

- A. The employee resigns.

- B. The employee is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.
- C. The employee is absent for five (5) consecutive working days without notifying the Employer. In proper cases exceptions may be made. After such notice, the Employer will send written notification to the employee at the persons known address that the employee has lost seniority and the employee's employment has been terminated.
- D. If the employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made.
- E. Approved leaves of absence shall not be considered a break in service, except for personal or education leaves of absences.

Section 2.

Probationary Period

- A. For employees hired prior to July 1, 2014, during the third month and at the end of the fifth month of employment, the new employee shall be evaluated. For employees hired on or after July 1, 2014, during the third month and at the end of the eleventh month of employment, the new employee shall be evaluated.

The latter rating is to serve as the basis of granting permanent status to a probationary employee. The new employee's immediate supervisor is to complete the rating form. After completing a rating form, the supervisor will discuss the rating with the employee and both must sign it, as well as the Department Head.

- B. During the employee's probationary period, a new employee may be discharged by the Employer, without cause, and no grievance may be filed for such termination of employment.
- C. The appointing authority shall submit written notice of the satisfactory completion of the probationary period and the County Board action to the Merit System at least ten (10) days in advance of the expiration of the probationary period. A rating, or appraisal, of the employee's performance shall accompany the notice. The employee shall then be granted permanent status in that position the day following the last day of the probationary period.

Section 3.

Vacancies and Promotions

- A. Any vacancy or newly created position shall be posted in a conspicuous place in each building where employees work. Such notice shall be posted for at least seven (7) working days prior to filling such vacancy or newly created position. Postings will include a job description. Positions must be applied for in writing. A significant increase in the number of hours of a position shall be considered a newly-created position and the provisions of this Section shall govern how the position is to be filled. A position that is reclassified by the Merit System will not be considered a newly-created position and does not need to be posted.

- B. The County will fill vacancies based on principles of selecting the best qualified candidate. In the event that all job relevant qualifications are equal, the County will give first consideration to seniority provided that the employee is qualified to perform the job. The Employer will not be obligated to consider a request for promotion or lateral transfer from an employee who has not submitted his/her request in writing to the Employer on or before the 7th working day the job is posted. The Board shall have the final determination as to the filling of a vacancy.
- C. 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 10. A promoted employee's last date of hire shall remain their eligibility date for the purpose of any future step increases.

The permanent employee who is promoted shall be granted a six (6) month trial period to determine (1) the employee's ability to perform the job; and (2) the employee's desire to remain on the job. During the trial period, the employee may be demoted or revert back to the employee's former position.

- D. If a position is reviewed/reclassified and this results in a change in compensation/salary schedule, the said change shall be initiated within 30 days following Board approval. Reclassification determinations should take place on a timely basis.

Section 4.
Layoff and Recall

- A. Seniority in layoffs will be based on classification first, department wide second, when qualified.

A "layoff" shall mean a reduction in the work force or reduction in work hours. If it becomes necessary for a layoff, the following procedures will be mandatory. Probationary 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. Prior to lay-off, the Union and Employer shall meet to seek mutual ways to minimize the effect of lay-offs.

- B. When the working force is increased after a lay-off, employees will be recalled according to seniority. Notice of recall shall 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, the employee shall be considered as having resigned.

Section 5.
Termination of Employment

- A. Employees terminating their employment with the County shall give a minimum of two (2) weeks notice. Thirty (30) days notice is recommended whenever possible. Notice of intent to terminate employment shall be in writing and given to the Department Head.

Section 6.

Step salary 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. 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 fourth-five (45) days prior to the employee's anniversary date.

The employer shall complete a supplemental performance review within six (6) months of an unsatisfactory performance evaluation in which a salary increase was withheld. If the employee received a satisfactory performance evaluation on the supplemental performance evaluation then the employee shall receive the salary increase they would have otherwise been entitled to effective the date of the supplemental performance review.

If a performance review results in the denial of a step increase, that performance review shall be grievable by the employee.

Employees will be evaluated by their immediate supervisor as outlined in the County's Personnel Policies. Appeals of a review shall follow the County Personnel Policy.

Section 7.

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

ARTICLE X. GRIEVANCES, DISPUTES AND DISCIPLINE

Section 1. Grievances

Any grievance or dispute which may arise between the parties, including the application meaning or interpretation of the Agreement, except in the matter of alleged sexual harassment for which the grievance procedure is described in Section 3 below, shall be settled in the following manner:

- A. The Union Steward or staff representative, with or without the employee, or the Union Steward, staff representative or another employee with 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) working days.
- B. If the supervisor's answer is unsatisfactory, the matter shall be presented by the Union Steward in writing to the Department Head within five (5) working days after the supervisor's answer is due. The Department Head will then have three (3) working days to respond in writing to the Union Steward. (Steps A and B may be combined where the supervisor and Department Head

are the same person.)

- 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) working days after the response of the Department Head is due. The Swift County Board or its designated representative shall respond to the Union within twenty (20) working days.
- D. If the grievance is still unsettled, the Union may, within ten (10) working 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 Bureau of Mediation Services (BMS) for mediation.
- E. If the grievance is not settled though 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 specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any 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 though arbitration as set forth in this Agreement.

- I. To the extent provided by Minnesota Statutes, grievance material may be destroyed upon mutual consent of both parties. Either party may request destruction by notifying the other party in writing. A meeting shall be convened within 20 working days to arrive at an agreement. Records shall be destroyed only to the extent as provided by applicable Law.

Section 2. Discipline

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

Administration representative requires employee 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 his/her 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 administration representative; signed by the administration representative and the 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 (13) 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 (if any); date of the reprimand; acknowledgment 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 his/her 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; a description the performance issue(s) that are deemed unsatisfactory and what must be done to correct them; timelines required for correction; the consequences for the employee should the performance issue not be corrected; and an opportunity for the employee to officially comment for the record whether he/she agrees or disagrees 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 administration representative requires the employee to meet for the purpose of presenting in writing the details of unsatisfactory performance resulting in a suspension and the requirements that must be met to demonstrate acceptable performance. The administration representative shall inform the employee of his/her right to request the presence of the union steward or other union representative at this meeting.

The written notice of suspension shall be signed by the administration representative and the employee and a copy provided to the employee. It will include the date of this meeting; names of those present at the meeting; a description of the performance issue(s) deemed unsatisfactory or the incident resulting in suspension and what must be done to correct the issues; time lines required to achieve the corrections; beginning and ending time of the suspension; consequences for the employee should the performance issue(s) not be corrected; and an opportunity for the employee to officially comment for the record whether he/she agrees with 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.

The employer shall not discharge any permanent employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended for five working days. The employee and the Steward shall be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to appeal the suspension and/or discharge at the third step (C) of the grievance procedure--Article IX, Section 1. The grievance shall then proceed in accordance with this and the subsequent steps of the procedure, if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

Section 3 Sexual Harassment

If an employee is accused of sexual harassment or wishes to file a complaint of sexual harassment the

procedure followed shall conform to established county policies. However, the existence and use of such policy shall in no way infringe upon an employee's right to process a grievance through the procedures established in the contract.

ARTICLE XI. SAVINGS CLAUSE

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

Any invalid section or article will be renegotiated.

ARTICLE XII. GENERAL PROVISIONS

Section 1

The management of the County departments and the direction of the working forces, the operation of said departments, including the hiring, promoting 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 Employer, through designated representatives; provided, however, that in the exercise of such functions, the Employer shall not alter any of the provisions of this contract. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

Section 2

The Union shall be permitted the use of bulletin boards maintained by the County for posting of matters of interest to the members; however, no matters pertaining to grievances, political items or any criticism of County policies and practice will 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 he/she is concerned.

Section 4

Classifications and job rates will be set up through negotiations and entered into and made a part of this Agreement.

Section 5

Payroll periods shall be at least semi-monthly.

Section 6

Wages shall be paid in accordance to Appendix A and made a part of this Agreement. Placement for new hires with experience may be above the starting rate provided there is prior consultation with the Union and the Employer.

Section 7

Employees shall be notified by December 31st of the salaries for the upcoming year, if possible.

Section 8

Part-time employees' advancement on the salary schedule shall be based on the number of hours of work rather than the number of months employed in accordance with the following schedule:

- 6 months step upon the completion of 1,040 hours of work;
- 12 months step upon the completion of 2,080 hours or work;
- 24 months step upon the completion of 4,160 hours of work;
- 36 months step upon the completion of 6,240 hours of work;
- 48 months step upon the completion of 8,320 hours of work.

Paid holidays, vacation, and sick leave shall be considered as hours worked for the purposes of computing the number of hours worked.

ARTICLE XIII. DURATION AND EFFECTIVE DATE

This Agreement shall become effective as of May 1, 2017, and shall remain in full force and effect to and including the 31st day of December 2019, 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, 2019. Failure to give such notice shall cause this agreement to be renewed automatically for a period of twelve months from year to year.

The current agreement will continue through the negotiation period.

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.

FOR THE EMPLOYER:

FOR THE UNION:

Eric Rudningen, Board Chair

Kelsey Baker
County Administrator

Date _____

Date _____

APPENDIX A. WAGE TABLE

		2017	Hourly Rate										
Department	Title	Grade	1	2	3	4	5	6	7	8	9	10	11
Human Services	Office Support Specialist	7	\$ 14.24	\$ 14.68	\$ 15.13	\$ 15.57	\$ 16.06	\$ 16.52	\$ 17.02	\$ 17.53	\$ 18.06	\$ 18.59	\$ 19.16
Human Services	Account Technician I	9	\$ 16.00	\$ 16.49	\$ 16.99	\$ 17.50	\$ 18.03	\$ 18.56	\$ 19.12	\$ 19.70	\$ 20.30	\$ 20.89	\$ 21.53
Human Services	Case Aide/Family Support and Educator	11	\$ 17.97	\$ 18.53	\$ 19.09	\$ 19.66	\$ 20.26	\$ 20.86	\$ 21.50	\$ 22.14	\$ 22.80	\$ 23.49	\$ 24.19
Human Services	Eligibility Worker	11	\$ 17.97	\$ 18.53	\$ 19.09	\$ 19.66	\$ 20.26	\$ 20.86	\$ 21.50	\$ 22.14	\$ 22.80	\$ 23.49	\$ 24.19
Human Services	Information Systems Specialist, Sr.	11	\$ 17.97	\$ 18.53	\$ 19.09	\$ 19.66	\$ 20.26	\$ 20.86	\$ 21.50	\$ 22.14	\$ 22.80	\$ 23.49	\$ 24.19
Human Services	Child Support Officer	12	\$ 19.06	\$ 19.65	\$ 20.25	\$ 20.84	\$ 21.48	\$ 22.12	\$ 22.78	\$ 23.47	\$ 24.17	\$ 24.89	\$ 25.64
Human Services	Support and Collections Specialist	13	\$ 20.21	\$ 20.83	\$ 21.46	\$ 22.10	\$ 22.76	\$ 23.45	\$ 24.15	\$ 24.87	\$ 25.62	\$ 26.38	\$ 27.18
Human Services	Lead Eligibility Worker	13	\$ 20.21	\$ 20.83	\$ 21.46	\$ 22.10	\$ 22.76	\$ 23.45	\$ 24.15	\$ 24.87	\$ 25.62	\$ 26.38	\$ 27.18
Human Services	Social Worker	15	\$ 22.71	\$ 23.41	\$ 24.11	\$ 24.83	\$ 25.58	\$ 26.34	\$ 27.12	\$ 27.94	\$ 28.79	\$ 29.65	\$ 30.53
Restorative Practices	Restorative Practices Coordinator	16	\$ 24.07	\$ 24.81	\$ 25.56	\$ 26.32	\$ 27.10	\$ 27.92	\$ 28.77	\$ 29.63	\$ 30.51	\$ 31.42	\$ 32.37

		2018	Hourly Rate										
Department	Title	Grade	1	2	3	4	5	6	7	8	9	10	11
Human Services	Office Support Specialist	7	\$ 14.52	\$ 14.97	\$ 15.43	\$ 15.88	\$ 16.38	\$ 16.85	\$ 17.36	\$ 17.88	\$ 18.42	\$ 18.96	\$ 19.54
Human Services	Account Technician I	9	\$ 16.32	\$ 16.82	\$ 17.33	\$ 17.85	\$ 18.39	\$ 18.93	\$ 19.50	\$ 20.09	\$ 20.71	\$ 21.31	\$ 21.96
Human Services	Case Aide/Family Support and Educator	11	\$ 18.33	\$ 18.90	\$ 19.47	\$ 20.05	\$ 20.67	\$ 21.28	\$ 21.93	\$ 22.58	\$ 23.26	\$ 23.96	\$ 24.67
Human Services	Eligibility Worker	11	\$ 18.33	\$ 18.90	\$ 19.47	\$ 20.05	\$ 20.67	\$ 21.28	\$ 21.93	\$ 22.58	\$ 23.26	\$ 23.96	\$ 24.67
Human Services	Information Systems Specialist, Sr.	11	\$ 18.33	\$ 18.90	\$ 19.47	\$ 20.05	\$ 20.67	\$ 21.28	\$ 21.93	\$ 22.58	\$ 23.26	\$ 23.96	\$ 24.67
Human Services	Child Support Officer	12	\$ 19.44	\$ 20.04	\$ 20.66	\$ 21.26	\$ 21.91	\$ 22.56	\$ 23.24	\$ 23.94	\$ 24.65	\$ 25.39	\$ 26.15
Human Services	Support and Collections Specialist	13	\$ 20.61	\$ 21.25	\$ 21.89	\$ 22.54	\$ 23.22	\$ 23.92	\$ 24.63	\$ 25.37	\$ 26.13	\$ 26.91	\$ 27.72
Human Services	Lead Eligibility Worker	13	\$ 20.61	\$ 21.25	\$ 21.89	\$ 22.54	\$ 23.22	\$ 23.92	\$ 24.63	\$ 25.37	\$ 26.13	\$ 26.91	\$ 27.72
Human Services	Social Worker	15	\$ 23.16	\$ 23.88	\$ 24.59	\$ 25.33	\$ 26.09	\$ 26.87	\$ 27.66	\$ 28.50	\$ 29.37	\$ 30.24	\$ 31.14
Restorative Practices	Restorative Practices Coordinator	16	\$ 24.55	\$ 25.31	\$ 26.07	\$ 26.85	\$ 27.64	\$ 28.48	\$ 29.35	\$ 30.22	\$ 31.12	\$ 32.05	\$ 33.02

		2019	Hourly Rate										
Department	Title	Grade	1	2	3	4	5	6	7	8	9	10	11
Human Services	Office Support Specialist	7	\$ 14.81	\$ 15.27	\$ 15.74	\$ 16.20	\$ 16.71	\$ 17.19	\$ 17.71	\$ 18.24	\$ 18.79	\$ 19.34	\$ 19.93
Human Services	Account Technician I	9	\$ 16.65	\$ 17.16	\$ 17.68	\$ 18.21	\$ 18.76	\$ 19.31	\$ 19.89	\$ 20.49	\$ 21.12	\$ 21.74	\$ 22.40
Human Services	Case Aide/Family Support and Educator	11	\$ 18.70	\$ 19.28	\$ 19.86	\$ 20.45	\$ 21.08	\$ 21.71	\$ 22.37	\$ 23.03	\$ 23.73	\$ 24.44	\$ 25.16
Human Services	Eligibility Worker	11	\$ 18.70	\$ 19.28	\$ 19.86	\$ 20.45	\$ 21.08	\$ 21.71	\$ 22.37	\$ 23.03	\$ 23.73	\$ 24.44	\$ 25.16
Human Services	Information Systems Specialist, Sr.	11	\$ 18.70	\$ 19.28	\$ 19.86	\$ 20.45	\$ 21.08	\$ 21.71	\$ 22.37	\$ 23.03	\$ 23.73	\$ 24.44	\$ 25.16
Human Services	Child Support Officer	12	\$ 19.83	\$ 20.44	\$ 21.07	\$ 21.69	\$ 22.35	\$ 23.01	\$ 23.70	\$ 24.42	\$ 25.14	\$ 25.90	\$ 26.67
Human Services	Support and Collections Specialist	13	\$ 21.02	\$ 21.68	\$ 22.33	\$ 22.99	\$ 23.68	\$ 24.40	\$ 25.12	\$ 25.88	\$ 26.65	\$ 27.45	\$ 28.27
Human Services	Lead Eligibility Worker	13	\$ 21.02	\$ 21.68	\$ 22.33	\$ 22.99	\$ 23.68	\$ 24.40	\$ 25.12	\$ 25.88	\$ 26.65	\$ 27.45	\$ 28.27
Human Services	Social Worker	15	\$ 23.62	\$ 24.36	\$ 25.08	\$ 25.84	\$ 26.61	\$ 27.41	\$ 28.21	\$ 29.07	\$ 29.96	\$ 30.84	\$ 31.76
Restorative Practices	Restorative Practices Coordinator	16	\$ 25.04	\$ 25.82	\$ 26.59	\$ 27.39	\$ 28.19	\$ 29.05	\$ 29.94	\$ 30.82	\$ 31.74	\$ 32.69	\$ 33.68

Note: The following table is provided as a reference. In case of error, the other provisions of this agreement shall rule over any information listed in the below table.

		2016	2017	12/2016	12/31/2016	1/1/2017	2017 Increase		1/1/2018	2018 Increase		1/1/2019	2019 Increase	
Employee	Hire Date	Grade	Grade	Step	Rate	Rate	Rate	Date	Rate	Rate	Date	Rate	Rate	Date
Grussing, Stacy	8/10/1998	6	7	10	\$ 18.08	\$ 18.59	\$ 19.16	8/10	\$ 19.54			\$ 19.93		
Tolifson, Beth	5/22/2013	10	11	1	\$ 17.49	\$ 17.97	\$ 18.53	5/22	\$ 18.90	\$ 19.47	5/22	\$ 19.86	\$ 20.45	5/22
Kluver, Catlyn	9/12/2016	10	11	1	\$ 17.49	\$ 17.97	\$ 18.53	9/12	\$ 18.90	\$ 19.47	9/12	\$ 19.86	\$ 20.45	9/12
Thompson, Stephanie	4/3/2017	10	11	0			\$ 17.97	4/3	\$ 18.33	\$ 18.90	4/3	\$ 19.28	\$ 19.86	4/3
Tolifson, Jody	6/1/1999	8	9	10	\$ 20.31	\$ 20.89	\$ 21.53	6/1	\$ 21.96			\$ 22.40		
Warnock, William	8/3/2015	15	16	1	\$ 22.71	\$ 24.07	\$ 24.81	8/3	\$ 25.31	\$ 26.07	8/3	\$ 26.59	\$ 27.39	8/3
Guse, Kimberly	5/9/2016	14	15	0	\$ 21.42	\$ 22.71	\$ 22.71	1/1	\$ 23.16	\$ 23.88	1/1	\$ 24.36	\$ 25.08	1/1
Shelstad, Samantha	5/23/2016	14	15	0	\$ 21.42	\$ 22.71	\$ 22.71	1/1	\$ 23.16	\$ 23.88	1/1	\$ 24.36	\$ 25.08	1/1
Roberts, Jennifer	10/4/2016	14	15	0	\$ 21.42	\$ 22.71	\$ 22.71	1/1	\$ 23.16	\$ 23.88	1/1	\$ 24.36	\$ 25.08	1/1
Tofte, Whitney	1/13/2014	14	15	1	\$ 22.08	\$ 22.71	\$ 23.41	1/1	\$ 23.88	\$ 24.59	1/1	\$ 25.08	\$ 25.84	1/1
Rademacher, Emily	1/27/2014	14	15	1	\$ 22.08	\$ 22.71	\$ 23.41	1/1	\$ 23.88	\$ 24.59	1/1	\$ 25.08	\$ 25.84	1/1
Zierden, Mikaela	10/27/2014	14	15	1	\$ 22.08	\$ 22.71	\$ 23.41	1/1	\$ 23.88	\$ 24.59	1/1	\$ 25.08	\$ 25.84	1/1
Larson, Leanna	1/12/2015	14	15	1	\$ 22.08	\$ 22.71	\$ 23.41	7/1	\$ 23.88	\$ 24.59	7/1	\$ 25.08	\$ 25.84	7/1
Swenson, Chelsey	3/16/2015	14	15	1	\$ 22.08	\$ 22.71	\$ 23.41	7/1	\$ 23.88	\$ 24.59	7/1	\$ 25.08	\$ 25.84	7/1
Schuerman, Sara	6/8/2015	14	15	1	\$ 22.08	\$ 22.71	\$ 23.41	7/1	\$ 23.88	\$ 24.59	7/1	\$ 25.08	\$ 25.84	7/1
Fath, Jennifer	10/14/2015	14	15	1	\$ 22.08	\$ 22.71	\$ 23.41	7/1	\$ 23.88	\$ 24.59	7/1	\$ 25.08	\$ 25.84	7/1
Krupke, Danielle	10/5/2015	14	15	1	\$ 22.08	\$ 22.71	\$ 23.41	7/1	\$ 23.88	\$ 24.59	7/1	\$ 25.08	\$ 25.84	7/1
Warnock, Jennifer	6/3/2013	14	15	2	\$ 22.74	\$ 23.41	\$ 24.11	6/3	\$ 24.59	\$ 25.33	6/3	\$ 25.84	\$ 26.61	6/3
Weber, Donna	1/30/1985	10	11	10	\$ 22.82	\$ 23.49	\$ 24.19	1/1	\$ 24.67			\$ 25.16		
Nelson, Pamela	6/3/1985	10	11	10	\$ 22.82	\$ 23.49	\$ 24.19	1/1	\$ 24.67			\$ 25.16		
Arnold, Julie	1/2/1991	10	11	10	\$ 22.82	\$ 23.49	\$ 24.19	1/1	\$ 24.67			\$ 25.16		
Johnson, Kathy	7/8/1991	10	11	10	\$ 22.82	\$ 23.49	\$ 24.19	1/1	\$ 24.67			\$ 25.16		
Guest, Teresa	9/5/1991	10	11	10	\$ 22.82	\$ 23.49	\$ 24.19	1/1	\$ 24.67			\$ 25.16		
Schmitz, Susan	8/14/1995	10	11	10	\$ 22.82	\$ 23.49	\$ 24.19	1/1	\$ 24.67			\$ 25.16		
Wente, Patricia	10/24/2011	14	15	3	\$ 23.43	\$ 24.11	\$ 24.83	10/24	\$ 25.33	\$ 26.09	10/24	\$ 26.61	\$ 27.41	10/24
Huntley, Jennifer	10/14/2009	14	15	4	\$ 24.13	\$ 24.83	\$ 25.58	10/14	\$ 26.09	\$ 26.87	10/14	\$ 27.41	\$ 28.21	10/14
Steffen, Cindy	7/1/1975	11	12	10	\$ 24.19	\$ 24.89	\$ 25.64	7/1	\$ 26.15			\$ 26.67		
Schmidt, Jonell	7/8/2008	14	15	5	\$ 24.85	\$ 25.58	\$ 26.34	7/8	\$ 26.87	\$ 27.66	7/8	\$ 28.21	\$ 29.07	7/8
Berreau, Karri	4/30/2001	12	13	9	\$ 24.89	\$ 25.62	\$ 26.38	4/30	\$ 26.91	\$ 27.72	4/30	\$ 28.27		
Hagen, Kelly	10/1/1987	12	13	10	\$ 26.04	\$ 26.38	\$ 27.18	10/1	\$ 27.72			\$ 28.27		
Brown, Rebecca	3/1/2006	14	15	7	\$ 26.36	\$ 27.12	\$ 27.94	3/1	\$ 28.50	\$ 29.37	3/1	\$ 29.96	\$ 30.84	3/1
Giese, Heather	8/10/2015	14	15	8	\$ 27.15	\$ 27.94	\$ 28.79	8/10	\$ 29.37	\$ 30.24	8/10	\$ 30.84	\$ 31.76	8/10
Dragt, Colette	6/15/1992	14	15	10	\$ 28.81	\$ 29.65	\$ 30.53	6/15	\$ 31.14			\$ 31.76		
Grussing, Holly	11/9/1998	14	15	10	\$ 28.81	\$ 29.65	\$ 30.53	11/9	\$ 31.14			\$ 31.76		



Request for Board Action

BOARD MEETING DATE:
May 16, 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: Request to hire the professional services of Braun Intertec during the paving project on CSAH 6, SP 076-606-45	
AGENDA YOU ARE REQUESTING TIME ON: May 16, 2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: We have hired a consultant to oversee the concrete plant and sampling on our concrete paving projects in the past and have planned to on this project too.	
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: approve
COMMENTS: n/a	COMMENTS: none

May 11, 2017

Proposal QTB054781

Andrew Sander, PE
Swift County Highway Department
1000 15th Street South
Benson, MN 56215

Re: Proposal for Construction Materials Testing Services
County State Aid Highway (CSAH) 6
Swift County, Minnesota

Dear Mr. Sander:

Braun Intertec Corporation respectfully submits this proposal to provide concrete plant inspections for the CSAH 6 Concrete Overlay project in Swift County.

Our Understanding of Project

This project will include milling one and a half inches of approximately 187,893 square yards of bituminous pavement and overlaying with five inches of concrete pavement on CSAH 6. This project will also include constructing a new two and a half foot bituminous shoulder adjacent to the new concrete pavement.

Available Project Information

This proposal is based on our review of the documents described below. If the project changes from the information provided in these documents, we may have to submit a revised scope of services and cost.

- Project plans and specifications prepared by Swift County and dated January 1, 2017.
- Estimated concrete paving days provided by Knife River Corporation.
- Discussions with you.

Project Overview

This project is a Swift County project with federal funding. Projects that are constructed with federal funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) Schedule of Materials Control. This project is using MnDOT's 2017 State-aid for local transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA plant monitoring on this project for the items listed in our scope of services and as shown on our construction materials testing cost estimate. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the

AA/EOE

project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. Braun Intertec has many MnDOT certified employees. For the proposed scope of services, we assume our staff may need the following certifications:

- Concrete Plant I

Our pool of certified employees allows us to be responsive to project needs. Also, our project managers are currently working on several state-aid and federal projects with requirements similar to your project.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your onsite project personnel. Based on our understanding of the project, we propose the following services:

Concrete Paving QA Plant Testing

The concrete batch plant monitoring for this project will consist of the following:

- Submitting samples of cement, fly ash and admixtures to MnDOT Materials Lab.
- Submitting samples for alkali silica reactivity testing to MnDOT Materials Lab.
- Performing coarse and fine aggregate gradation testing at the concrete plant.
- Submitting pre-production quality samples to MnDOT Materials Lab.
- Performing #200 wash testing on coarse aggregate at the concrete plant.
- Submitting coarse and fine aggregate quality samples to MnDOT Materials Lab.
- The Incentive/Disincentive program will apply to this project for water to cement ratio testing.
- Completing concrete ingredient summary worksheet.
- Develop the probing, coring, texture and MIT-Scan T2 locations using MnDOT's workbook.

MnDOT Independent Assurance (IA)

On Federal funded projects, MnDOT requires one of their IA personnel observe the QC/QA representative performing concrete and bituminous tests. We will schedule the IA visits as required for Braun Intertec Personnel.

Reporting and Project Management

Test results will be issued for the project as the various tasks are performed. If, at any time, there are failing tests or we observe construction processes which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

After the project is completed, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed IA Summary Report.
- Concrete mix designs.
- Concrete paving flexural strength test results.
- Concrete batch plant inspection field forms.
- Contractor's gradation, moisture and #200 wash test results.
- Contractor's pavement texture, probing and coring test results.
- Copies of cement, fly-ash and admixture invoices.
- Completed concrete ingredient summary worksheets.
- Completed test reports for samples sent to the MnDOT Materials Lab.
- Completed incentive/disincentive reports for water to cement ratio testing.
- Copies of concrete plant certifications.

Scheduling Assumptions

Based on our understanding of the project and the available project information, we have assumed that the work for this phase of the project will proceed according to the following schedules:

- Concrete paving will be completed in fifteen days.
- We assume Swift County staff will perform the required grading & base testing, per the project documents and bituminous plant inspections.
- We assume Swift County staff will perform the required concrete paving field testing for air content, slump and concrete temperature.
- We assume Swift County staff will provide flexural beam molds to the contractor, per the project documents.
- We assume the concrete paving will be supplied from a MnDOT certified portable concrete plant.
- We assume MnDOT or Swift County will calibrate and certify the portable concrete plant.
- We assume the contractor will furnish all field office and laboratory facilities equipment for our personnel per MnDOT specification 2301.3.B.3.a. Plant observations will be full-time observations.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$25,350**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance our costs may be significantly reduced or slightly higher than estimated.** For the limits of this proposal we have estimated the testing rate and contractor's production based off our experience and have provided what we feel is a fair and realistic budget estimate. A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached.

Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities, and associated fees, may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, however, we will update you regarding the progress of our work and notify you in the event it appears we will exceed our estimated fees; any fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This proposal was also developed with the understanding that the scope of services defined herein will be required and requested during Monday through Friday. Services that we are asked to provide to meet the project requirements or a contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours, or on Saturdays, will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sundays or Legal holidays will be 1.5 times the normal hourly rate for the service provided.

General Remarks

Braun Intertec appreciates the opportunity to present this Proposal to you. ***Please sign and return a copy in its entirety.***

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not significantly delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Tom Henkemeyer at 320.980.3177 or thenkemeyer@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Thomas L. Henkemeyer
Associate Principal-Senior Project Manager



Shaun W. Sevigny, PE
Principal

Attachments:

Table 1. Estimated Costs
Revised General Conditions – CMT (7/18/16)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB057695

CSAH 6 Imps.-SP 076-606-045

Client:

Swift County Highway
Andrew Sander
1000 15th St S
PO Box 241
Benson, MN 56215
320-842-5251

Work Site Address:

CSAH 6
Kerkhoven, MN

Service Description:

QA Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Concrete Testing				\$21,315.00
PERDIEMBILL	Per diem Billable	15.00	Each	140.00	\$2,100.00
215	Concrete Paving Plant Monitoring	180.00	Hour	104.00	\$18,720.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Concrete Plant Monitoring	15.00	Trips	12.00	180.00
1861	CMT Trip Charge	5.00	Each	99.00	\$495.00
Activity 1.3	Project Management				\$4,035.00
226	Project Manager	12.00	Hour	155.00	\$1,860.00
226	Pre-Con Meeting (If Requested)	4.00	Hour	155.00	\$620.00
1230	MnDOT Final Report	1.00	Each	850.00	\$850.00
228	Senior Project Manager	3.00	Hour	165.00	\$495.00
238	Project Assistant	3.00	Hour	70.00	\$210.00
Phase 1 Total:					\$25,350.00

Proposal Total:	\$25,350.00
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General Conditions for Proposal QTB054781

Construction Material Testing and Special Inspections

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for costs and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse our costs and

expenses for collection of the moneys invoiced, including but not limited to attorney fees, staff time, and other costs and expenses, in accordance with Minnesota law.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is

earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for costs and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



Request for Board Action

BOARD MEETING DATE:
May 16, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Review 1st Quarter 2017 Cash & Investments	
AGENDA YOU ARE REQUESTING TIME ON: Department reports	ARE YOU SEEKING APPROVAL OF A CONTRACT? NO
IS THIS MANDATED? NO	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: N/A	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: N/A

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 Cash & Investments

(Includes unrealized gains)

As of 3/31/17

Acct	3/31/17 Balance
ASSETS	
Cash and Bank Accounts	
Citizens Alliance Bank-Murdock	51,054.30
Health Ins 16-1	200,000.00
Health Ins 16-2	200,000.00
Health Ins 16-3	200,000.00
HS Clearing acct #1BB29020	1,033.13
HS MMKT#1006436-1st Security	77,202.58
HS-MMIS# 14534(Credit Union)	249,655.19
HS16-2	200,000.00
HS16-3	100,000.00
HS17-1	100,000.00
HS17-2	150,000.00
HS17-3	100,000.00
HS17-4	200,000.00
MAGIC BOND ACCT#651157	747,666.28
PSB-Appleton	21,248.74
R&B Invest Acct#1BB27605	202,626.77
R&B-MMIS#1006493-1st Security	1,912,351.25
R&B16-10	200,000.00
R&B16-4	249,000.00
R&B16-5	249,000.00
R&B16-7	200,000.00
R&B16-8	200,000.00
R&B16-9	200,000.00
R&B17-1	249,000.00
Rev-MMKT#1007665-1st Security	1,106,384.25
Revenue 15-8	100,000.00
Revenue 16-5	100,000.00
Revenue 16-6	100,000.00
Revenue14-12	100,000.00
Revenue15-11	100,000.00
Revenue16-10	100,000.00
Revenue16-11	100,000.00
Revenue16-13	100,000.00
Revenue16-14	100,000.00
Revenue16-17	100,000.00
Revenue16-19	100,000.00
Revenue16-20	100,000.00
Revenue16-21	100,000.00
Revenue16-22	100,000.00
Revenue16-23	200,000.00
Revenue16-24	100,000.00
Revenue16-25	200,000.00
Revenue16-4	100,000.00
Revenue16-7	100,000.00
Revenue17-1	200,000.00
Revenue17-2	200,000.00
Revenue17-3	200,000.00
StBkDanvers	698,248.33
WELLS FARGO	1,259,705.88
TOTAL Cash and Bank Accounts	12,024,176.70
Other Assets	
REV, R&B & HS-Emp. Benefits CD	200,000.00
TOTAL Other Assets	200,000.00
Investments	
REV-HEALTH CARE	524,981.42

Swift County Cash & Investments

(Includes unrealized gains)

As of 3/31/17

Acct	3/31/17 Balance
TOTAL Investments	524,981.42
TOTAL ASSETS	12,749,158.12
LIABILITIES	0.00
OVERALL TOTAL	12,749,158.12

✓ OKRU

FUND #	FUND NA	BANK #	INSTITUTION	ID#	DATE	MATURIT		INVESTMEN	ADDS &	TOTAL	INT	MONTH
					PURCHASE	DATE	DATE					
1097	Revenue	15	BlueHills Bk Boston MA	095577DJ8	9/30/2016	2/28/2017	28-Feb-17	\$100,000.00	-100000	\$0.00		31-Mar-17
31097	R&B	15	Beal Bk USA-LV	07370WXG6	3/9/2016	3/9/2016	8-Mar-17	\$249,000.00	-249000	\$0.00		31-Mar-17
1097	Revenue	15	UnitedBk Vernon	909552BG5	9/30/2015	2/28/2017	29-Mar-17	\$100,000.00	-100000	\$0.00		31-Mar-17
1097	Revenue	15	Bk of Baroda-NY	06062QPC2	3/30/2016	3/30/2016	30-Mar-17	\$100,000.00	-100000	\$0.00	0.75%	31-Mar-17
31097	R&B	15	Bank of No Carolina	06414QYK9	12/30/2016	2/28/2017	30-Mar-17	\$200,000.00	-200000	\$0.00		31-Mar-17
1001	Tax Accts		Various local banks				31-Mar-17			\$72,303.04		31-Mar-17
1001	Rev/checki	2	St Bk of Danvers	267151			31-Mar-17			\$698,248.33	0.10%	31-Mar-17
1001	Revenue	1	1st Security Benson	MMIS#1007665			31-Mar-17	\$1,106,026.66	357.59	\$1,106,384.25	0.20%	31-Mar-17
1092	Revenue	1	WELLS FARGO	1AB21819			31-Mar-17			\$1,259,705.88	0.01%	31-Mar-17
1101	Rev/Health	15	Franklin Fund-MF	45789			31-Mar-17			\$524,981.42	0.95%	31-Mar-17
1101	Human Ser	1	1st Security Benson	MMIS#1006436			31-Mar-17	\$77,064.51	138.07	\$77,202.58	0.20%	31-Mar-17
3001	Human Ser	17	Co-op Credit-Benson	Savings#14534		12/31/2016	31-Mar-17	\$249,000.00	655.19	\$249,655.19	0.50%	31-Mar-17
1097	R&B	1	1st Security Benson	MMIS#1006493			31-Mar-17	\$1,911,733.15	618.1	\$1,912,351.25	0.20%	31-Mar-17
3500	Bond Debt	16	MAGIC Bond Debt Acct	651157	5/4/2016		31-Mar-17	\$756,100.00	-8433.72	\$747,666.28	0.79%	31-Mar-17
1097	Revenue	15	F&M Bk-Manchester IA	30856PAK2	1/22/2016	3/22/2017	21-Apr-17	\$100,000.00		\$100,000.00	0.85%	31-Mar-17
31097	R&B	15	Beal Bk SSB-Plano Tx	07370T3E1	12/28/2016	12/28/2016	26-Apr-17	\$200,000.00		\$200,000.00	0.70%	31-Mar-17
11097	Human Ser	15	Peoples Bk NA	712770QQ02	2/8/2017	2/8/2017	8-May-17	\$200,000.00		\$200,000.00	0.55%	31-Mar-17
1097	Revenue	15	BarHarbor Bk-ME	066851UW4	9/29/2016	3/29/2017	26-May-17	\$100,000.00		\$100,000.00	0.65%	31-Mar-17
1097	Revenue	15	Mercantil Commerce Bk	58733ACD9	12/11/2015	12/12/2016	12-Jun-17	\$100,000.00		\$100,000.00	1.00%	31-Mar-17
31097	R&B	15	ZionBk NA	98878BGC6	12/13/2016	12/13/2016	13-Jun-17	\$249,000.00		\$249,000.00	0.70%	31-Mar-17
31097	R&B	15	Bank of China	06426TC49	9/14/2016	9/14/2016	14-Jun-17	\$249,000.00		\$249,000.00	0.75%	31-Mar-17
31097	R&B	15	Patriot Ntl Bk	70337MAR9	12/30/2016	12/30/2016	30-Jun-17	\$200,000.00		\$200,000.00	0.85%	31-Mar-17
11097	Human Ser	15	Investors Bk	46176PGB5	12/30/2016	12/30/2016	3-Jul-17	\$200,000.00		\$200,000.00	0.90%	31-Mar-17
11097	Human Ser	15	Wex Bk Midwle Ut	92937CFD5	1/11/2017	1/11/2017	7/11/2017	\$150,000.00		\$150,000.00	0.85%	31-Mar-17
651097	Health Ins	15	Wells Fargo Bk-Sioux Fal	9497483E2	1/20/2016	3/20/2017	20-Jul-17	\$200,000.00		\$200,000.00	1.00%	31-Mar-17
1097	Revenue	15	First Merit Bk-Akron Oh	320844PX5	1/28/2016	1/30/2017	28-Jul-17	\$100,000.00		\$100,000.00	1.05%	31-Mar-17
1097	Revenue	15	Riverwind Bk Augusta G	76951GAB9	8/5/2016	3/6/2017	4-Aug-17	\$100,000.00		\$100,000.00	0.65%	31-Mar-17
1097	Revenue	15	Franklin Synergy Bk	35471TCJ9	6/10/2016	3/10/2017	11-Sep-17	\$100,000.00		\$100,000.00	0.75%	31-Mar-17
1097	Revenue	15	Everbank FL	29976DS84	9/16/2016	9/16/2016	9/14/2017	\$100,000.00		\$100,000.00	0.80%	31-Mar-17
31097	R&B	15	Xenith Bk Richmond VA	98410YBJ1	12/28/2016	3/28/2017	28-Sep-17	\$200,000.00		\$200,000.00	0.90%	31-Mar-17
11097	Human Ser	15	Hanmi Bk Los Angeles	410493BW9	12/30/2016	3/30/2017	29-Sep-17	\$100,000.00		\$100,000.00	0.90%	31-Mar-17
1097	Revenue	15	CapitalOneBk USA	140420WC0	9/30/2015	3/30/2017	2-Oct-17	\$100,000.00		\$100,000.00	1.15%	31-Mar-17
1097	Revenue	15	Capital Bk Corp NC	13979PAH7	9/30/2016	3/30/2017	30-Oct-17	\$100,000.00		\$100,000.00	0.75%	31-Mar-17
1097	Revenue	15	Santander Bk DE	80280JQV6	11/23/2016	11/23/2016	22-Nov-17	\$200,000.00		\$200,000.00	0.80%	31-Mar-17
1097	Revenue	15	Signature Bank	82668XFF0	1/25/2016	3/27/2017	24-Nov-17	\$100,000.00		\$100,000.00	1.05%	31-Mar-17
1097	Revenue	15	Am Express Central Bk	02587DWP9	12/4/2014	12/5/2016	4-Dec-17	\$100,000.00		\$100,000.00	1.50%	31-Mar-17
31097	R&B	15	BankUnited-Miami	066519CT4	12/29/2016	12/29/2016	29-Dec-17	\$200,000.00		\$200,000.00	1.10%	31-Mar-17
11097	Human Ser	15	Marlin Bus Bk	57116ANB0	1/6/2017	1/6/2017	1/5/2018	\$100,000.00		\$100,000.00	1.00%	31-Mar-17
11097	Human Ser	15	Bankers Bk Madison	06610RAK5	1/11/2017	3/13/2017	1/11/2018	\$100,000.00		\$100,000.00	1.00%	31-Mar-17
1097	Rev/R&B/	16	Cit Bank	58978	1/18/2017	1/18/2017	18-Jan-18	\$200,000.00		\$200,000.00	1.26%	31-Mar-17
651097	Health Ins	15	Sallie Mae Bank	795450XT7	1/20/2016	1/20/2017	22-Jan-18	\$200,000.00		\$200,000.00	1.25%	31-Mar-17
1097	Revenue	15	Key Bk NA Ohio	49306SVX1	1/20/2016	1/20/2017	22-Jan-18	\$100,000.00		\$100,000.00	1.30%	31-Mar-17
1097	Revenue	15	Safra Ntl Bk	78658QH55	2/15/2017	2/15/2017	14-Feb-18	\$200,000.00		\$200,000.00	1.00%	31-Mar-17
1097	Revenue	15	Compass Bk Birmingham	20451PQH2	2/8/2017	2/8/2017	8-Mar-18	\$200,000.00		\$200,000.00	1.00%	31-Mar-17
1097	Revenue	15	Customers Bk PA	23204HEK0	9/28/2016	3/28/2017	28-Mar-18	\$100,000.00		\$100,000.00	1.00%	31-Mar-17
1097	Revenue	15	BBCN Bk-LA-Ca	073296CC7	7/27/2016	3/27/2017	27-Apr-18	\$100,000.00		\$100,000.00	0.90%	31-Mar-17
651097	Health Ins	15	Discover Bk	254672N95	11/9/2016	11/9/2016	9-May-18	\$200,000.00		\$200,000.00	1.10%	31-Mar-17
1097	Revenue	15	Comenity Cap Bk Salt Lal	20033AQV1	6/30/2016	3/30/2017	2-Jul-18	\$100,000.00		\$100,000.00	1.10%	31-Mar-17
1097	Revenue	15	Ally Bk-Midvale UT	02006LM83	9/22/2016	3/22/2017	24-Sep-18	\$100,000.00		\$100,000.00	1.15%	31-Mar-17
1097	Revenue	15	Ally Bk-Midvale UT	02006LR96	11/25/2016	11/25/2016	26-Nov-18	\$100,000.00		\$100,000.00	1.35%	31-Mar-17
1097	Revenue	15	Berkshire Bk	084601GN7	11/29/2016	11/29/2016	29-Nov-18	\$200,000.00		\$200,000.00	1.25%	31-Mar-17
1097	Revenue	15	Goldman Sachs	38148PHZ36	3/30/2017	3/30/2017	28-Mar-19	\$200,000.00		\$200,000.00	1.60%	31-Mar-17
31097	R&B	15	R&B Clearing Acct	1BB27605	1/1/2017	4/1/2017	31-Mar-17	\$202,626.77		\$202,626.77		31-Mar-17
11097	Human Ser	15	Human Ser Clearing Act	1BB29020	1/1/2017	2/1/2017	28-Feb-17	\$882.45	150.68	\$1,033.13	0.19%	31-Mar-17
31097	R&B	15	Lake City Bk Warsaw	508176CJ1	3/22/2017	3/22/2017	22-Mar-18	\$249,000.00		\$249,000.00	1.05%	31-Mar-17

\$12,749,158.12 0.85%

CNH LOAN#2 12/31/2012 1/11/2017 7/9/2019 \$400,000.00 -238515 \$161,485.40 1.75% 31-Mar-17
SCBH-LOAN 12/31/2012 3/1/2017 12/1/2032 \$2,000,000.00 -353542 \$1,646,457.69 2.00% 31-Mar-17



Request for Board Action

BOARD MEETING DATE:
May 16, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a resolution authorizing sponsorship of trails operated by the northern lights trails snowmobile club	
AGENDA YOU ARE REQUESTING TIME ON: Regular Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Authorization by the Board of Commissions is required for Swift County to act as legal sponsorship to the Northern Lights Trails Snowmobile Club
BACKGROUND/JUSTIFICATION: Swift County has acted as the legal sponsor for Northern Lights Trails Snowmobile Club. If approved by the Board of Commissioners, Swift County may enter into an agreement with the State of Minnesota.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Was not submitted for review prior to the meeting	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

RESOLUTION

**AUTHORIZING SPONSORSHIP OF TRAILS OPERATED BY THE
NORTHERN LIGHTS TRAILS SNOWMOBILE CLUB**

Motion by Commissioner_____ Seconded by Commissioner_____

BE IT RESOLVED, that Swift County act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for the maintenance of snowmobile trails managed by the Northern Lights Trails Snowmobile Club; and

BE IT FURTHER RESOLVED, that upon approval of its application by the State, Swift County may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreement; and

BE IT FURTHER RESOLVED, that Eric Rudningen, County Board Chairman and Kelsey Baker, Clerk of the Board are authorized to sign such an agreement with the Department of Natural Resources; and

BE IT FURTHER REOLVED, that Kimberly Saterbak, County Auditor, is hereby authorized to serve as the fiscal agent for the above referenced project; and

BE IT FINALLY RESOLVED, that notwithstanding the financial assistance provided for in the State Contract, Swift County shall not be liable for such costs as are incurred by the Club because state funds are depleted.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 16th day of May 2017.

Swift County Board of Commissioners

Eric Rudningen, Chairman

ATTEST:

Kelsey Baker
Clerk of the Board

Fox ___
P Peterson ___

Hendrickx ___
Rudningen ___

E Pederson ___

**SWIFT COUNTY
BUDGET TO ACTUAL COMPARISON - 1st Qtr 2017 and 2016**

Fund	Department	Expense	Revenue	Current Year				Prior Year			
				Expenses		Revenue		Expenses		Revenue	
				Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
01	003	General Government	The first half of taxes will be due May 15th. This will make up the greatest % of the revenue in the 2nd Qtr.		\$ 82,470	\$ 6,151,294	\$ 148,700	\$ -	\$ 75,116	\$ 5,757,672	\$ 124,817
	5	Board of Commissioners		\$ 239,443	\$ 72,052	\$ -	\$ -	\$ 248,010	\$ 70,750	\$ -	\$ -
01	021	Law Library		\$ 18,800	\$ 3,878	\$ 14,000	\$ 3,240	\$ 18,800	\$ 2,565	\$ 14,000	\$ 3,525
	31	County Administrator		\$ 313,510	\$ 47,375	\$ 4,300	\$ -	\$ 229,005	\$ 62,046	\$ -	\$ -
	40	County Auditor		\$ 193,947	\$ 53,690	\$ 6,000	\$ -	\$ 182,300	\$ 49,851	\$ 6,000	\$ -
	41	County Treasurer	Revenue comes from Vital Statistics and Escrow fee charges. There is an increase from the prior year.	\$ 209,087	\$ 59,215	\$ 15,500	\$ 5,865	\$ 207,950	\$ 56,947	\$ 12,500	\$ 4,981
	42	County Assessor		\$ 330,620	\$ 83,012	\$ 42,400	\$ -	\$ 320,620	\$ 84,731	\$ 38,700	\$ -
01	043	Public Examiners	The majority of this expense is for the annual audit services. The auditor's will be here the 1st week in June and will should receive a bill during the 3rd Qtr of the year.	\$ 61,500	\$ 985	\$ -	\$ -	\$ 68,250	\$ 9,600	\$ -	\$ -
01	044	License and Permits	Revenue is generated in the 2nd Qtr	\$ 1,250	\$ -	\$ 4,350	\$ 80	\$ 1,350	\$ -	\$ 3,390	\$ 60
01	060	Data Processing		\$ 78,300	\$ 17,972	\$ 1,200	\$ -	\$ 99,800	\$ 19,943	\$ 1,680	\$ -
01	080	Election	The primary expense this year will be to maintenance the election machines, which historically occurs in July.	\$ 8,275	\$ 161	\$ -	\$ -	\$ 63,475	\$ 28	\$ 16,850	\$ -
01	090	County Attorney	Revenue is determined by need for services.	\$ 464,905	\$ 111,631	\$ 33,700	\$ 499	\$ 414,610	\$ 109,744	\$ 4,000	\$ 6,850
01	100	Land Records		\$ 397,344	\$ 85,942	\$ 127,750	\$ 25,329	\$ 399,630	\$ 111,384	\$ 130,900	\$ 19,792
01	110	Courthouse	Expenses for the Building Improvement have been included which were not originally budgeted in this department. These expenses will be moved to a fixed asset category with a journal entry.	\$ 192,705	\$ 118,337	\$ -	\$ -	\$ 207,160	\$ 53,173	\$ -	\$ -
	111	County Museum Building		\$ 17,787	\$ 3,398	\$ -	\$ -	\$ 34,980	\$ 3,272	\$ -	\$ -
	112	CPHS Building		\$ 18,146	\$ 3,251	\$ -	\$ -	\$ 50,050	\$ 2,498	\$ -	\$ -
	113	Prairie 5 Building		\$ 15,006	\$ 2,063	\$ -	\$ -	\$ 49,200	\$ 2,843	\$ -	\$ -
	114	Rental House	Sold to to HRA - There should not be any additional expenses to this department	\$ 1,358	\$ 1,394	\$ 4,500	\$ -	\$ 1,347	\$ 157	\$ 6,000	\$ -
	120	County Medical Insurance		\$ -	\$ 4,757	\$ -	\$ -	\$ -	\$ 112	\$ -	\$ -
	122	Veterans Services		\$ 158,699	\$ 44,509	\$ 12,500	\$ 780	\$ 158,985	\$ 40,846	\$ 16,500	\$ 605
	123	Planning & Zoning	Revenue for 2017 was received in 2016. An audit adjustment will be made to recognize this income in the correct year. This is consistent with prior years.	\$ 100,394	\$ 21,087	\$ 83,094	\$ 5,531	\$ 87,598	\$ 4,078	\$ 81,348	\$ 4,685
01	148	Technology Committee		\$ 45,800	\$ 1,433	\$ -	\$ -	\$ 62,125	\$ 2,003	\$ -	\$ -
	149	Tech Support		\$ 259,217	\$ 68,929	\$ 202,600	\$ 47,314	\$ 154,630	\$ 34,743	\$ 113,000	\$ 25,101
01	200	Sheriff		\$ 1,392,474	\$ 494,134	\$ 72,625	\$ 15,991	\$ 1,284,838	\$ 418,001	\$ 34,900	\$ 20,341
01	202	911 Distribution		\$ 51,728	\$ 16,870	\$ 51,728	\$ 13,487	\$ 130,000	\$ 143,748	\$ 211,060	\$ 20,274
01	204	Coroner		\$ 14,000	\$ 5,025	\$ -	\$ -	\$ 12,000	\$ 375	\$ -	\$ -
01	205	Jail		\$ 1,013,074	\$ 234,396	\$ 34,000	\$ 11,771	\$ 1,017,730	\$ 206,605	\$ 32,000	\$ 13,658
01	251	Grant 6W Community Corrections	The 1st half of their contribution was paid in March	\$ 223,134	\$ 111,567	\$ -	\$ -	\$ 212,509	\$ 106,254	\$ -	\$ -
01	261	Restorative Justice		\$ 67,249	\$ 18,476	\$ -	\$ 50	\$ 63,110	\$ 15,802	\$ 500	\$ -
01	280	Emergency Management	The annual grant was received in January	\$ 80,253	\$ 27,520	\$ 17,000	\$ 18,003	\$ 78,159	\$ 28,953	\$ 17,000	\$ 17,000
01	400	Countryside Public Health	The 1st half of their contribution was paid in January	\$ 100,760	\$ 50,380	\$ -	\$ -	\$ 97,825	\$ 48,913	\$ -	\$ -
01	406	Youth Programs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01	490	Ambulance	City of Appleton has only requested \$40,000 for our portion. The City will be requesting the remaining amount in 2017.	\$ 41,600	\$ -	\$ -	\$ -	\$ 118,885	\$ -	\$ -	\$ -
01	520	County Parks	Expenses occur during the summer months	\$ 37,000	\$ 475	\$ 37,000	\$ 11,008	\$ 72,000	\$ 671	\$ 32,500	\$ 9,805
01	521	Parks & Drainage		\$ 232,745	\$ 48,383	\$ 185,118	\$ 12,118	\$ 206,591	\$ 46,637	\$ 152,118	\$ -
01	600	Extension	U of M contract is paid quarterly. The first quarter expenses were paid in April 2017 for an amount of \$17,607.75.	\$ 146,869	\$ 9,649	\$ 1,200	\$ 471	\$ 150,961	\$ 18,185	\$ 1,000	\$ 925
01	602	Agriculture Inspector		\$ 13,500	\$ 3,375	\$ -	\$ -	\$ 13,500	\$ 12,250	\$ -	\$ -
01	603	Predator Control		\$ 11,500	\$ 3,153	\$ -	\$ -	\$ 10,000	\$ 906	\$ -	\$ -
01	703	Grants and Appropriations		\$ 478,530	\$ 73,840	\$ -	\$ -	\$ 448,657	\$ 71,827	\$ -	\$ -
				\$ 7,030,509	\$ 1,984,784	\$ 7,101,859	\$ 320,237	\$ 6,976,640	\$ 1,915,557	\$ 6,683,618	\$ 272,419

As of Date (MM/YYY) 03/2017
Budget Name: 2017 Budget Original
Budget Selector: Full Year Budget
Save Report Options: N
Comment:

**** **Swift County** ****
Executive Departmental Budget to Actual Review
As of March 31, 2017



Operational Funds

	Expenditures				Revenues				Net Actual
	Full Year Budget	1/1/2017 03/31/2017 Actual	Variance	PCT	Full Year Budget	1/1/2017 03/31/2017 Actual	Variance	PCT	
1 County General Revenue									
3 General Government	0	82,470	(82,470)	0	6,151,294	148,700	(6,002,594)	2	66,229
5 Board Of Commissioners	239,443	72,052	167,391	30	0	0	0	0	(72,052)
21 Law Library	18,800	3,878	14,922	21	14,000	3,240	(10,760)	23	(638)
31 County Administration	313,510	47,375	266,135	15	4,300	0	(4,300)	0	(47,375)
40 County Auditor	193,947	53,690	140,257	28	6,000	0	(6,000)	0	(53,690)
41 County Treasurer	209,087	59,215	149,872	28	15,500	5,865	(9,635)	38	(53,350)
42 County Assessor	330,620	83,012	247,608	25	42,400	0	(42,400)	0	(83,012)
43 Public Examiners	61,500	985	60,515	2	0	0	0	0	(985)
44 Licenses And Permits	1,250	0	1,250	0	4,350	80	(4,270)	2	80
60 Data Processing	78,300	17,972	60,328	23	1,200	0	(1,200)	0	(17,972)
89 Elections	8,275	161	8,114	2	0	0	0	0	(161)
90 County Attorney	464,905	111,631	353,274	24	33,700	499	(33,201)	1	(111,132)
100 Land Records	397,344	85,942	311,402	22	127,750	25,329	(102,421)	20	(60,613)
110 Courthouse	192,705	118,337	74,368	61	0	0	0	0	(118,337)
111 County Museum building	17,787	3,398	14,389	19	0	0	0	0	(3,398)
112 CPHS building	18,146	3,251	14,895	18	0	0	0	0	(3,251)
113 Prairie 5-Counsel Assoc building	15,006	2,063	12,943	14	0	0	0	0	(2,063)
114 Rental House	1,358	1,394	(36)	103	4,500	0	(4,500)	0	(1,394)
120 County Medical Insurance	0	4,757	(4,757)	0	0	0	0	0	(4,757)
122 Veterans Service	158,699	44,509	114,190	28	12,500	780	(11,720)	6	(43,730)
123 Planning And Zoning	100,394	21,087	79,307	21	83,094	5,531	(77,563)	7	(15,556)
148 Technology Committee	45,800	1,433	44,367	3	0	0	0	0	(1,433)
149 Technical Support	259,217	68,929	190,288	27	202,600	47,314	(155,286)	23	(21,616)
200 Sheriff	1,392,474	494,134	898,340	35	72,625	15,991	(56,634)	22	(478,142)
202 911 Distribution	51,728	16,870	34,858	33	51,728	13,487	(38,241)	26	(3,383)
204 Coroner	14,000	5,025	8,975	36	0	0	0	0	(5,025)
205 Jail	1,013,074	234,396	778,678	23	34,000	11,771	(22,229)	35	(222,624)
251 Grants 6W Community Corrections	223,134	111,567	111,567	50	0	0	0	0	(111,567)
261 Restorative Practices	67,249	18,476	48,773	27	0	50	50	0	(18,426)
280 Emergency Management	80,253	27,520	52,733	34	17,000	18,003	1,003	106	(9,517)
400 Countyside Public Health Service	100,760	50,380	50,380	50	0	0	0	0	(50,380)
406 Youth Programs	0	0	0	0	0	0	0	0	0
490 Ambulance	41,600	0	41,600	0	0	0	0	0	0
520 County Parks	37,000	475	36,525	1	37,000	11,008	(25,992)	30	10,533
521 Parks And Drainage	232,745	48,383	184,362	21	185,118	12,118	(173,000)	7	(36,265)
600 Extension	146,869	9,649	137,220	7	1,200	471	(729)	39	(9,178)
602 Agriculture Inspector	13,500	3,375	10,125	25	0	0	0	0	(3,375)
603 Predator Control	11,500	3,153	8,347	27	0	0	0	0	(3,153)
701 Economic Development Grow	0	0	0	0	0	0	0	0	0

**** **Swift County** ****
Executive Departmental Budget to Actual Review
As of March 31, 2017



Operational Funds

	Expenditures				Revenues				Net Actual
	Full Year Budget	1/1/2017 03/31/2017 Actual	Variance	PCT	Full Year Budget	1/1/2017 03/31/2017 Actual	Variance	PCT	
703 Grants And Appropriations	478,530	73,840	404,690	15	0	0	0	0	(73,840)
800 Unallocated	0	0	0	0	0	0	0	0	0
1 County General Revenue	7,030,509	1,984,785	5,045,724	28	7,101,859	320,237	(6,781,622)	5	(1,664,548)
2 Solid Waste Fund									
390 Environmental Services	977,930	223,139	754,791	23	834,150	111,562	(722,588)	13	(111,577)
2 Solid Waste Fund	977,930	223,139	754,791	23	834,150	111,562	(722,588)	13	(111,577)
3 County Road & Bridge									
300 Highway Administration	189,740	91,952	97,788	48	11,456,228	1,203,092	(10,253,136)	11	1,111,140
301 Shared County Engineer	174,410	46,909	127,501	27	87,205	12,752	(74,453)	15	(34,157)
310 Maintenance	1,764,126	216,792	1,547,334	12	0	0	0	0	(216,792)
311 Authorized Work Contributions	11,940	5,887	6,053	49	0	0	0	0	(5,887)
315 Engineering	122,562	51,553	71,009	42	0	0	0	0	(51,553)
320 Construction	7,856,255	39,063	7,817,192	0	0	0	0	0	(39,063)
330 Equipment & Maintenance Shops	743,347	135,904	607,443	18	0	0	0	0	(135,904)
350 Other (Highway)	10,000	620	9,380	6	0	0	0	0	(620)
360 Accounts Receivable	3,224	309	2,915	10	0	0	0	0	(309)
370 Inter-Governmental Expense	415,226	413,931	1,295	100	0	0	0	0	(413,931)
3 County Road & Bridge	11,290,830	1,002,920	10,287,910	9	11,543,433	1,215,844	(10,327,589)	11	212,925
8 Revolving Loan Fund									
700 Revolving Loan Fund	0	0	0	0	0	4,094	4,094	0	4,094
8 Revolving Loan Fund	0	0	0	0	0	4,094	4,094	0	4,094
11 Human Services									
404 Income Maintenance	1,328,065	278,280	1,049,785	21	1,328,065	111,695	(1,216,370)	8	(166,585)
405 Social Services	4,003,710	780,756	3,222,954	20	4,003,710	267,964	(3,735,746)	7	(512,793)
11 Human Services	5,331,775	1,059,036	4,272,739	20	5,331,775	379,659	(4,952,116)	7	(679,377)
35 Debt Service									
899 2016A Bonding	0	1,500	(1,500)	0	0	146,643	146,643	0	145,143
35 Debt Service	0	1,500	(1,500)	0	0	146,643	146,643	0	145,143
40 County Ditches Fund									
901 County Ditch #1	0	0	0	0	0	142	142	0	142
907 County Ditch #7	0	0	0	0	0	167	167	0	167
914 County Ditch #14	0	0	0	0	0	28	28	0	28
918 County Ditch #18	0	0	0	0	0	0	0	0	0
938 Judicial Ditch #8 = Lateral A	0	306	(306)	0	0	0	0	0	(306)
942 Judicial Ditch #19 - Lateral D	0	46	(46)	0	0	0	0	0	(46)

**** Swift County ****
Executive Departmental Budget to Actual Review
As of March 31, 2017



Operational Funds

	Expenditures				Revenues				Net Actual
	Full Year Budget	1/1/2017 03/31/2017 Actual	Variance	PCT	Full Year Budget	1/1/2017 03/31/2017 Actual	Variance	PCT	
943 Judicial Ditch #19 - Lateral E	0	5,282	(5,282)	0	0	0	0	0	(5,282)
952 County Ditch #52	0	9,895	(9,895)	0	0	0	0	0	(9,895)
960 County Ditch #60	0	0	0	0	0	802	802	0	802
962 County Ditch #62	0	0	0	0	0	1,165	1,165	0	1,165
971 Joint County Ditch #22	0	0	0	0	0	0	0	0	0
972 Joint County Ditch #2	0	748	(748)	0	0	0	0	0	(748)
978 Joint County Ditch #8	0	0	0	0	0	0	0	0	0
979 Joint County Ditch #9	0	540	(540)	0	0	0	0	0	(540)
988 Joint County Ditch #18	0	17,685	(17,685)	0	0	0	0	0	(17,685)
989 Joint Judicial Ditch #19	0	270	(270)	0	0	249	249	0	(21)
991 Joint County Ditch #21	0	20,584	(20,584)	0	0	236	236	0	(20,348)
995 Judicial Ditch #5	0	0	0	0	0	77	77	0	77
997 Judicial Ditch #7	0	612	(612)	0	0	0	0	0	(612)
998 Judicial Ditch #8	0	2,448	(2,448)	0	0	2,710	2,710	0	262
40 County Ditches Fund	0	58,415	(58,415)	0	0	5,574	5,574	0	(52,841)
	24,631,044	4,329,795	20,301,249		24,811,217	2,183,615	(22,627,602)		(2,146,180)

Summary of Funds
Actual & Budget Comparison
1st Quarter 2017

	Budget	Actual	Difference	
			\$	%
Revenue Funds:				
General	7,101,859	320,237	(6,781,622)	5%
Solid Waste/Environmental	834,150	111,562	(722,588)	13%
Road & Bridge	11,543,433	1,215,844	(10,327,589)	11%
Human Services	5,331,775	379,659	(4,952,116)	7%
	24,811,217	2,027,302	(22,783,915)	8%
Expenditures:				
General	7,030,509	1,984,785	(5,045,724)	28%
Solid Waste/Environmental	977,930	223,139	(754,791)	23%
Road & Bridge	11,290,830	1,002,920	(10,287,910)	9%
Human Services	5,331,775	1,059,036	(4,272,739)	20%
	24,631,044	4,269,880	(20,361,164)	17%
Change in Fund Balance	180,173	(2,242,578)	(2,422,751)	

*** (designates deficit or under budget)

Ending Cash Balance Summary	As of March 31, 2017						
	2017	2016	2015	2014	2013		
Cash and Bank Accounts	\$	9,543,887	\$	7,379,373	\$ 5,950,644	\$ 5,042,107	
Employee Benefits - CD	\$	200,000	\$	200,000	\$ 200,000	\$ 200,000	
Investments - Health Care	\$	524,981	\$	524,981	\$ 524,981	\$ 524,981	
Loan Receivable - General Fund Summary							
SCBH	\$	1,639,182	\$	1,726,857	\$ 1,812,798	\$ 1,897,039	1,979,613 (last pymt 12/2032)
CNH Loan #1	\$	-	\$	232,094	\$ 538,601	\$ 839,835	1,135,890 (last pymt 10/2016)
CNH Loan #2	\$	147,047	\$	204,677	\$ 261,316	\$ 316,981	385,218 (last pymt 07/2019)
County Indebtedness	\$	7,805,000	\$	7,805,000	\$ -	\$ -	40,000

**per audit



Request for Board Action

BOARD MEETING DATE:
May 16, 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: Request to approve the new MN/DOT Master Contract	
AGENDA YOU ARE REQUESTING TIME ON: May 16, 2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: This contract has been approved in the past and is renewed when the current one expires	
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: approve
COMMENTS: n/a	COMMENTS: none

**RESOLUTION OF
TRANSPORTATION SERVICES WITH THE MINNESOTA
DEPARTMENT OF TRANSPORTATION**

WHEREAS, Swift County wish to cooperate with the Minnesota Department of Transportation and other local units of government in the delivery of transportation services; and

WHEREAS, Swift County and Mn/DOT are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20 to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

NOW THEREFORE BE IT RESOLVED, that the Swift County Board of Commissioners does hereby enter into a Master Partnership Contract Agreement # 1028282 with the Minnesota Department of Transportation, a copy of which was presented to the Swift County Board of Commissioners, and

BE IT further RESOLVED, that the County Engineer is authorized to negotiated work order contracts pursuant to the Master Contract, the work order contracts may provide for payment to or from Mn/DOT, and that the County Engineer may execute such work order contracts on behalf of the County without further approval by the County Board.

Dated at Benson, Minnesota this 16th day of May, 2017.

Swift County Board of Commissioners

Eric Rudningen, Chairman

ATTEST:

I, Kelsey Baker, County Administrator in and for the County of Swift, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 16th day of May, 2017.

Kelsey Baker, Swift County Administrator

**STATE OF MINNESOTA
AND
SWIFT COUNTY
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the SWIFT County, acting through its County Board in this contract referred to as the “Local Government.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Partnership Contract

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
 - 1.2. A party must not accept work under this Contract until it is fully executed.
 - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
- 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced.

The Local Government will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. ***Terms Applicable to ALL Work Order Contracts.*** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
- 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
 - 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed \$250,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
 - 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
 - 7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE “MNDOT CONTRACT NUMBER” SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE “INVOICE NUMBER” ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1028282.
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7.4.3. ***Payment by the State.***

7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.
- 14.2. **Intellectual Property Rights**
- 14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes,

studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party SWIFTs the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

- 15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:
- 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be

subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. **Publicity**

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. **Prompt Payment; Payment to Subcontractors**

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to SWIFT the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. **Termination; Suspension**

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State.

Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

[The balance of this page has intentionally been left blank – signature page follows]

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)
Title: Assistant Commissioner or
Assistant Division Director
Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____
Date: _____



Request for Board Action

BOARD MEETING DATE:
5/16/2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-314-8399
---	----------------------------	----------------------------------

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval for Hannaher's to move the courthouse staff to the Lewis Drug Building during the Renovation	
AGENDA YOU ARE REQUESTING TIME ON: Board meeting on 05/16/2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: Swift County received four bids. This was the lowest bid. Instead of using storage containers, this company will use semis to store everything. Staff will have everything packed, and the mover will come in and move everything either to storage or swing space.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: Estimate 55,274

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: none

Moving Quotes

Northern Business

94,000

Hannaheer's

[Redacted]

55,274

Fluid Interiors

73,081



SALES ORDER FORM - FURNITURE

Sold to Account #: _____	Special Quote No.: <u>COURTHOUSE MOVE</u>	Contact Name: <u>KELSEY BAKER</u>
Customer Name: <u>SWIFT COUNTY</u>	Customer PO: <u>QUOTE</u>	
Contact Phone #: <u>320-314-8399</u>	Date Ordered: <u>4/18/2017</u>	
Customer Delivery By: _____	Delivery Method: <input checked="" type="checkbox"/> NBP	Vendor Info: <input type="checkbox"/> HIGHMARK
Down Payment Rcv'd: <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Rep	<input type="checkbox"/> GLOBAL
Order Type: <input type="checkbox"/> Sale <input type="checkbox"/> Demo <input type="checkbox"/> Rental	<input type="checkbox"/> Direct Ship	<input type="checkbox"/> Evolve
Ship To Address:	<input type="checkbox"/> CWPU	<input checked="" type="checkbox"/> Other: <u>EXISTING</u>
<u>SWIFT COUNTY COURTHOUSE</u>	<input type="checkbox"/> Already Received	Sales Person #: <u>1015</u>
<u>301 14TH STREET NORTH</u>		
<u>BENSON , MN 56215</u>		

Qty	Item #	Description	COST	Sell \$	Extended
1	F-INSTALL	DIS-ASSEMBLE ALL EXISTING FURNITURE IN COURTHOUSE AND INSTALL NEEDED FURNITURE IN COURTHOUSE LOWER LEVEL AND OTHER LOCATIONS IN TOWN. ALSO ASSIT MOVING COMPANY WITH EXISTING FURNITURE MOVE.		\$21,450.00	\$21,450.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
1	F-INSTALL	ASSEMBLE EXISTING FURNITURE MOVED BACK IN TO COURTHOUSE ALSO DIS-ASSEMBLE FURNITURE FROM OTHER LOCATIONS THAT WILL BE MOVED TO COURTHOUSE		\$20,950.00	\$20,950.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Furniture Subtotal (Page 1 above)	\$42,400.00
Furniture Subtotal (Page 2 - <i>if applicable</i>)	\$0.00
FURNITURE TOTAL	\$42,400.00
DFURN/FINSTALL	
Freight Charge	
Sales Tax	
TOTAL PURCHASE	\$42,400.00

Customer Signature or Reference Name

 X

Basic Paint: _____
Vertical Fabric: _____
Laminate: _____
Vinyl Edge: _____
Systems Plastic: _____

Seating Fabric: _____
Seating Plastic: _____
Seating Paint/Coating: _____
Other: _____

NOTES: _____

PRICE QUOTE: PORTABLE STORAGE

Customer:
Granite City Moving
207 14th Avenue East
Sartell, MN 56377

Job:
Swift County Court House
Benson, MN

Date: 04/14/2017

Attention: Earl

Size/Quantity	Item/Description	Price
20'	Ground Level Storage Container – Monthly Rent Each	\$80
40'	Ground Level Storage Container – Monthly Rent	\$110
40'	Ground Level Storage Double Door Container – Monthly Rent (doors on both ends)	\$130
1	Delivery (each)	\$105
1	Pickup (each)	\$105

- Our containers are well maintained, industrial grade, steel sea shipping containers
- Options - FREE
 - High cube containers (12" taller) – available in 40' lengths only and subject to availability
 - Lock boxes
- Options - additional costs apply
 - Double door containers (doors on both ends) - 40' lengths only
 - Shelving – moveable and adjustable shelving
 - Ramps – designed for skid loaders and fork lifts
- Pricing is subject to state sales tax
- **Delivery/Pickup price may vary if the location is greater than 35 miles from one of our three locations**
- For more information on our Portable Storage Containers visit our website at www.tomkraemerinc.com

Thanks for allowing us to quote portable storage containers!

Mike Stang
Tom Kraemer, Inc.
Office: 320.685.8226
Cell: 320.492.4281
Fax: 320.685.4231
Email: Mike@tomkraemerinc.com



THREE LOCATIONS

COLD SPRING

GLENWOOD

BLAINE

www.tomkraemerinc.com

877.251.0151

Customer		Agency	
Kelsey Baker Swift County Courthouse Project 301 14th Street North Benson, MN 56215 E-mail:	H: (320) 314 - 8399 O: C: Swift Co.	Granite City Mvg & Stg, Inc 207 14th Avenue East Sartell, Minnesota 56377	1707000 (320) 252 - 1311
Destination Address		Salesperson	
Kelsey Baker From Temp Storage And Offices Back To Court House After Project is Complete Benson, MN 56215	H: O: Swift Co.	Earl Pierskalla Sales Manager/CMC/Realtor	(320) 249 - 6004 earl@granitecitymoving.com
		Signature: _____	

Tariff: LOCAL H	Tariff Date: April 13, 2017	Nat'l Acct:	HHG Wgt: 40,000
Requested Pack: ----- To -----	Requested Load: April 13, 2017 ----- To ----- April 13, 2017	Requested Delivery: April 13, 2017 ----- To ----- April 13, 2017	Miles Cube Item Count
			3 5,714 1,000

Notes And Special Instructions

Note- Bid Includes GCMS to Transfer Files In Courts and Also Transfer all Land Records Books

Note- GCMS will have a Pre move Q and A meeting with Swift County Team Members.

Note- GCMS will supply Swift County with Certificate of Insurance prior to start of Project



Customer		Agency	
Kelsey Baker Swift County Courthouse Project 301 14th Street North Benson, MN 56215 E-mail:	H: (320) 314 - 8399 O: C: Swift Co.	Granite City Mvg & Stg, Inc 207 14th Avenue East Sartell, Minnesota 56377	1707000 (320) 252 - 1311
Destination Address		Salesperson	
Kelsey Baker To Temp Office Space And Storage Containers Benson, MN 56215	H: O: Swift Co.	Earl Pierskalla Sales Manager/CMC/Realtor	(320) 249 - 6004 earl@granitecitymoving.com
		Signature: _____	

Tariff: LOCAL H	Tariff Date: April 13, 2017	Nat'l Acct:	HHG Wgt: 40,000
Requested Pack: ----- To -----	Requested Load: April 13, 2017 ----- To ----- April 13, 2017	Requested Delivery: April 13, 2017 ----- To ----- April 13, 2017	Miles: 3
			Cube: 5,714
			Item Count: 1,000

IMPORTANT NOTICE

THIS SURVEY COVERS ONLY THE ARTICLES AND SERVICES LISTED. HOUSEHOLD GOODS MOVERS AND WAREHOUSE MEN ARE REQUIRED BY LAW TO COLLECT TRANSPORTATION, STORAGE AND OTHER CHARGES COMPUTED ON THE BASIS OF RATES PUBLISHED IN THEIR TARRIFF AND TARRIFF SUPPLEMENTS.

Minn. Stat. Sec. 221.171, Subd. 1 declares "No permit carrier shall charge or receive a greater, lesser, or different compensation for the transportation of persons or property or for any related service, than the rates and charges named in the carrier's schedule on file and in effect with the commissioner* Including any rate fixed by the board*under Section 221.161; nor shall any permit carrier refund or remit in any manner or by any device, directly or indirectly, the rates and charges required to be collected by him under his schedules or under the rates, if any, fixed by the board."

Minn. Stat. Sec.221.291, Subd. 5 declares "A person who knowingly offers, grants, gives, solicits, accepts, or receives a rebate, concession, or discrimination in violation of a provision of this chapter, or who by any means knowingly assists, requires, or permits a person to obtain or provide transportation of persons or property for a greater or lesser or different compensation than that approved by order of the board, or in the case of permit carriers than that filed with the commissioner, is guilty of a misdemeanor and upon conviction shall be fined not less than \$200."

*DEFINITIONS: "commissioner", means Commissioner Dept. of Transportation- "board", means Minn. Transportation Regulation Board



Customer		Agency	
Kelsey Baker Swift County Courthouse Project 301 14th Street North Benson, MN 56215 E-mail:	H: (320) 314 - 8399 O: C: Swift Co.	Granite City Mvg & Stg, Inc 207 14th Avenue East Sartell, Minnesota 56377	1707000 (320) 252 - 1311
Destination Address		Salesperson	
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		Signature: _____	

Tariff: LOCAL H	Tariff Date: April 13, 2017	Nat'l Acct:	HHG Wgt: 40,000
Requested Pack: ----- To -----	Requested Load: April 13, 2017 ----- To ----- April 13, 2017	Requested Delivery: April 13, 2017 ----- To ----- April 13, 2017	Miles Cube Item Count
			3 5,714 1,000

Notes And Special Instructions

Note- Bid Includes GCMS to Transfer Files In Courts and Also Transfer all Land Records Books

Note- GCMS will have a Pre move Q and A meeting with Swift County Team Members.

Note- GCMS will supply Swift County with Certificate of Insurance prior to start of Project





Quotation

Fargo: 3803 Main Avenue Fargo, ND 58103 701.277.7222
Grand Forks: 2902 Gateway Drive Grand Forks, ND 58203 701.746.6466
Detroit Lakes: 920 Washington Ave. Detroit Lakes, MN 56501 218.844.4570

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
44962	05/09/17			Peggy Akers	

QUOTE TO:

SHIP TO:

Swift County
 Kelsey Baker Vicki S.
 301 14th St. N
 Benson, MN 56215-2202

Swift County
 Kelsey Baker Vicki S.
 301 14th St. N
 Benson, MN 56215-2202

P: 1.320.843.4676

P: 1.320.843.4676

Terms:

Sales Loc.: Hannahers-Detroit Lakes

Expiration Date:

06/08/17

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
Project Scope: Move of furniture (approx. 23 stations) and documents out of the 3 floors of Swift County Courthouse. Move dates requested: June 26 - 30th, 2017. Product/desks put in storage or reinstalled in temporary swing spaces as indicated by client. Disposal of product not being kept. *Labor based on straight time *Client to be packed and ready for move excluding items we are responsible to pack *Trucks to be moved to off site location designated by client *Move Seminar *Move back desks/product stored in trailers or which had been reinstalled in swing space back into the refurbished courthouse in January 2018. *Project Management by Hannahers				
1	1	TRAVEL CHARGES DYNAMIC OF Travel charges to and from Benson for crew	3,275.00	3,275.00
2	1	TRUCK CHARGES DYNAMIC OF Truck Charges	1,765.00	1,765.00

Accepted by _____ Title _____ Date _____

75



Quotation

Fargo: 3803 Main Avenue Fargo, ND 58103 701.277.7222
Grand Forks: 2902 Gateway Drive Grand Forks, ND 58203 701.746.6466
Detroit Lakes: 920 Washington Ave. Detroit Lakes, MN 56501 218.844.4570

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
44962	05/09/17			Peggy Akers	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
3	1	LABOR DYNAMIC OF Labor for 1 week - approx. 8 men	26,522.00	26,522.00
4	1	BOOK CART RENTAL DYNAMIC OF 15 Book Cart Rental for 7 months	5,300.00	5,300.00
5	1	SEMI TRAILER RENTAL DYNAMIC OF Semi Trailer Rental for 7 months	9,300.00	9,300.00
6	1	PER DIEM DYNAMIC OF PerDiem for project	1,900.00	1,900.00
7	1	LODGING DYNAMIC OF Lodging for men staying over during length of project	3,450.00	3,450.00
8	1	PACKING SUPPLIES DYNAMIC OF Packing Supplies	1,312.00	1,312.00
9	1	DELIVERY OF MATERIAL DYNAMIC OF Delivery of Packing Materials & Move Seminar for Staff	775.00	775.00
10	1	DISPOSAL DYNAMIC OF Estimate for Disposal of product not wanted that our staff would throw. Rolloff can be arranged or dispose at dump. If not required and disposal arranged by county this line will not be billed.	775.00	775.00
11	12	PROJECT COORDINATOR HANNAHERS Project Coordinator Time - Project management by Hannaher's if needed - will bill actual charges used. If any design work requested, that would be additional charge.	75.00	900.00

QUOTATION TOTALS

Sub Total	55,274.00
Grand Total	55,274.00

*****End of Quotation*****

Accepted by _____ Title _____ Date _____



Quotation

Fargo: 3803 Main Avenue
Fargo, ND 58103
701.277.7222

Grand Forks: 2902 Gateway Drive
Grand Forks, ND 58203
701.746.6466

Detroit Lakes: 920 Washington Ave.
Detroit Lakes, MN 56501
218.844.4570

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
44962	05/09/17			Peggy Akers	

We very much appreciate the opportunity to work with you on this project and look forward to its successful completion. By communicating throughout the project on the issues below, we will ensure an efficient and effective installation with no cost "surprises" at the end.

If there are changes to your order after it has been placed with the manufacturer you will be responsible for any additional charges from the manufacturer related to those order changes. Express Ship or Quick Ship Orders cannot be changed or canceled.

All product is custom manufactured to customer specifications and, therefore, cannot be returned. Restocking programs are not available.

The pricing that HannaHer's has quoted to you is based on normal business conditions and normal business hours, unless otherwise stated and agreed up by all parties. HannaHer's normal business hours are Monday through Friday from 8 a.m. – 5 p.m. Normal business conditions means that the space needs to be ready for installation on the date we have been told we can start installing. If there are delays or other unplanned factors that impact the installation of your product, HannaHer's will not be able to absorb the costs of those delays. Any changes to the delivery of your order made within 3 business days of the agreed upon delivery date will be assessed additional charges. Any order that has arrived on or before the agreed upon original project installation date will be invoiced and payable on our regular terms from that date. The customer can withhold a 10% retainer from those payments and will be due on installation completion.

HannaHer's would like to ensure an efficient and effective process for the installation of your office furniture, products and services. I would like to share with you some issues that may impact our work.

Construction delays, including incomplete flooring, ceilings, painting, or other causes for delays, could impact our ability to complete the project in a timely, cost effective manner and may require temporary storage of product and additional handling. Any storage fees incurred will be the full responsibility of the customer. Delays could also necessitate additional labor and overtime to complete your installation on time. Our representatives working with your team will monitor construction progress and communicate immediately if we foresee any problems.

The installation schedule and ultimate completion date are dependent upon the availability of the loading dock area, staging area, and freight elevator, if applicable, for receipt and distribution of product, as well as unobstructed work areas. Again, our representatives working with your team will monitor availability and communicate immediately if we foresee any problems.

If any additional labor is needed due to delays or if changes or additional work are requested by Buyer over and above the original project scope, we will require a field change order to be signed and approved by you prior to performing the work. This will allow you to be immediately and fully aware of any additional labor costs when they are incurred.

Accepted by _____ Title _____ Date 77



Move Response for Swift County Courthouse

Prepared by
Fluid Interiors
Shannon Chiodo
Shannon.chiodo@fluidinteriors.com
612.300.8583



FLUID INTERIORS

ADVANCE THE WORKSPACE



Fluid Interiors
100 North 6th Street
Suite 100A
Minneapolis, MN 55403

Tel (612) 746-8740
Fax (612) 746-8701

May 9th, 2017

Swift County Courthouse

Re: Relocation of Benson Courthouse
301 14th Street N
Benson, MN 56215

Subject: **Swift County Courthouse relocation services**

Dear Ms. Baker,

Thank you for offering Fluid Interiors the opportunity to review your upcoming project. We are excited to partner with you on this move and will be here every step of the way to make this a successful relocation for your group.

Fluid prefers long-term relationships with our customers, because we believe it's the best way to help them maximize their space over many years. We often provide relocation services in combination with our new furniture projects as part of our total package approach and single solution provider.

We are proposing a project plan and pricing based on the information provided to us during our site visit. We've provided a realistic assessment of the cost and tasks required to ensure a successful project.

Please review and feel free to reach out with any questions or concerns. Thank you for the opportunity.

Sincerely,

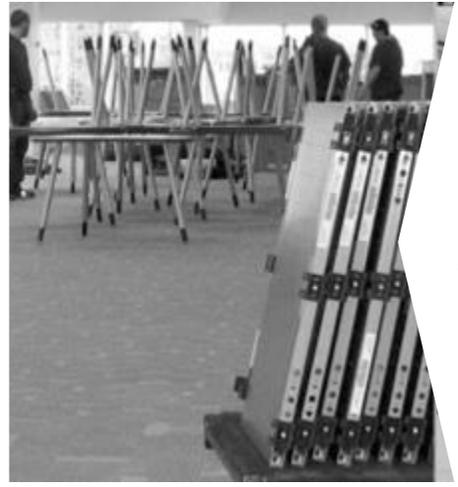
Shannon Chiodo
Relocation Manager
D.612.300.8583



delivery



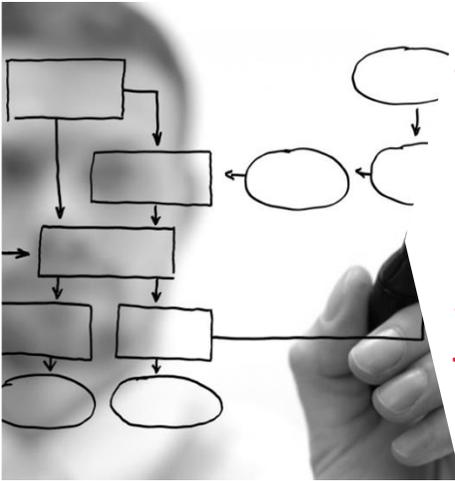
installation



reconfiguration



move/add/change



project management



design



asset management



online work orders

SERVICE OFFERING



light construction



painting/wallcovering



repair/maintenance

WHO WE ARE

Fluid Interiors provides comprehensive solutions for **commercial furniture, architectural interior products, floor coverings, collaborative technology solutions, corporate and industrial relocations, and related facility services.** We create affordable, productive spaces – from simple offices to complex healthcare facilities - that align with our customers’ business goals and inspire the highest level of performance from their space and their people. **Our services team is made up of 100% Fluid employees who have been professionally cross trained and certified as commercial movers and office furniture installers with the skill set to handle any project challenges and offer best solutions real-time.**



BEST
IN CLASS
2015

HAWORTH
DEALER

Fluid Interiors is a **Best-In-Class Haworth dealer** based on exceptional sales and customer satisfaction, market and enterprise development, and operational performance.

Our entire company is designed to help customers make better decisions, faster.

Berk Claiborne
President, Owner

2

Locations
National
Service
Capabilities

100+
Employee
es

45+
Years of
Experience

40,000
Square-foot
operations
center

FL
UI
D

FLUID INTERIORS

ADVANCE THE WORKSPACE

Move Materials



You will need specific packing materials, shown below to prepare for your relocation. Fluid Interiors will supply you with these materials to help pack up the office, work rooms, and common areas. Below are the standard rates for the materials needed for your move.

Material Delivery

Fluid Interiors will do a single material delivery prior to the move on the requested date.



MOVING BOXES FOR CONTENTS



BOOK CARTS FOR MOVING LAW LIBRARY

MATERIALS	UNIT	AMOUNT	COST EACH	TOTALS
COLORED MOVE LABELS	Roll(500)	6	\$16.00	\$96.00
MOVING BOXES	Each	400	\$2.50	\$1,000.00
COMPUTER POLY BAGS	Each	60	\$1.00	\$60.00
STORAGE CONTAINERS (8 months)	Each	6	\$140.00/per container	\$6,720.00
MATERIAL TOTAL				\$7,876.00
DELIVERY & PICKUPS				\$2,190.00
SUBTOTAL				\$10,066.00

Move timelines



Main Move – 2 Days to complete

Fluid move team will be onsite to relocate all staff contents, computers, seating, misc. items & equipment to the swing space. Fluid will also pack up, move, & unpack the library. We will relocate all other free standing items, furniture, & contents that are not moving to the swing space, to the storage containers. Fluid technicians will disassemble all the furniture & any shelving that is moving.

Fluid will have a move team at origin led by a supervisor to load up the items & a separate move team at destination to receive & place items as they arrive and pack the containers. We will have 3 trucks onsite to relocate all of these items for your move. The trucks will circle in-between the buildings/storage containers until the move has been completed. A final walk through of both origin and destination locations will be completed at the end of the move to ensure all items have been moved and placed properly.

TOTAL RELOCATION & MATERIAL MOVE OUT CHARGES

\$38,366.00

Main Move back in – February 2018 – 2 days to complete

Fluid move team will be onsite to relocate all staff contents, computers, seating, misc. items & equipment to the newly remodeled space. Fluid will pack up, move, & unpack the library. We will also relocate all items from the storage containers back into the new space. Fluid technicians will now re-assemble all the furniture & any shelving that is moving back in.

Fluid will have a move team at origin led by a supervisor to load up the items & a separate move team at destination to receive & place items as they arrive. We will have 3 trucks onsite to relocate all of these items for this move. The trucks will circle in-between the buildings/storage containers until the move has been completed. A final walk through of both origin and destination locations will be completed at the end of the move to ensure all items have been moved and placed properly.

TOTAL RELOCATION & MATERIAL MOVE IN CHARGES

\$34,715.00

Move Scope Assumptions



- Swift County will pack, label, prepare and unpack all of the items that are moving, with exception to the library.
- The containers will be stored near by on Swift County property throughout the construction based on 8 months July - February. If they are onsite for longer there will be additional charges.
- We will relocate the large library vault & 1 smaller vault, all items in others vaults will remain will not move.
- All final charges are based on this pricing and include drive time to and from our facility.
- Fluid Interiors will perform this move during normal business hours with non union labor.
- Fluid Interiors will provide move labels, poly bags for computers, boxes for all staff, supplies, & files.
- Fluid Interiors will help assist in preparation of a detailed move schedule.
- Fluid Interiors assigned PM will attend all planning meetings and perform all necessary packing and labeling training meetings for the staff to prepare for the move. Fluid will provide detailed packing instructions.
- Fluid interiors will follow all building rules, COI requirements, safety regulations, pre-install building protection, and security access requirements.



FLUID INTERIORS

Fluid Interiors
100 North 6th Street
Suite 100A
Minneapolis, MN 55403

Tel (612) 746-8740
Fax (612) 746-8701

CUSTOMER AGREEMENT FORM

Thank you for choosing Fluid Interiors. Please select the valuation option you desire for your project. Please sign, date below and then fax or email this form to Shannon Chiodo.

COMPANY: Swift County Courthouse

ADDRESS: 301 14th Street N
Benson, MN 56215

PHONE: 320-314-8399

MOVE DATE: June 2017 & February 2018

ESTIMATED AMOUNT: **\$73,081.00 (plus tax)**

- Final charges are based on this pricing and includes drive time to and from our facility. A down payment may be required prior to the move.

Standard Protection:

This protection is include with all moves at no cost and covers all your items for this move at:

\$.60 per pound-per article on furniture, boxes and other items that are not powered equipment.

\$5.00 per pound for powered electronic equipment, PC's and related equipment.

Replacement Value Protection

This protection will repair or replace items in case actual damages occur during the relocation. RVP must be taken out on a per phase basis prior to the move.

Cost: \$7 .00 per \$ 1,000.00 of value, \$10,000.00 minimum must be taken out.

Declared Value: \$ _____

AUTHORIZED SIGNATURE _____

PRINT NAME & TITLE _____

DATE _____



Request for Board Action

BOARD MEETING DATE:
May 16, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administrator	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-843-6108
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider authorizing the purchase of the Human Resource module from CPUI.	
AGENDA YOU ARE REQUESTING TIME ON: Regular Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: CPUI is the company we currently use for Property Tax, Highway Costing, and Payroll software and support. Human Resources is another software module available from CPUI. This module will integrate directly with the other CPUI software. With the addition of this module, the need to adjust rate and benefit changes manually to payroll transactions can be eliminated. CPUI's Human Resource module will also expand the ability to generate payroll and benefit reports without the need to download and reformat the information. The intent for purchasing this additional module is to increase the efficiency, reduce the possibility of human error and allow the County to maintain detailed information for employees electronically.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: There were unused funds in the 2016 Technology Committee budget that we believe were allocated for the purchase of the HR Module in 2016.
--

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Was not submitted for review prior to the meeting	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None



***Computer Professionals
Unlimited Inc.***

*509 Atlantic Ave., PO Box 536, Morris, MN 56267
(320) 589-2110 Fax (320) 589-1930*

Swift County

Software Quote

January 3, 2017

Human Resource Module

HR Module	\$8000.00
Setup and Training	\$1000.00
2017 monthly support	\$ 260.00

**** The above quote does NOT include meals, mileage and lodging.**

Signature

Approval Date



Request for Board Action

BOARD MEETING DATE:
5/16/2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval for the Human Resource Coordinator position	
AGENDA YOU ARE REQUESTING TIME ON: Board meeting on 05/16/2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: <p>There is a need for a Human Resources position within the county. From staff turnover to staff retention, there is ongoing paperwork and communication being missed.</p> <p>What does adding this position provide the County?</p> <ol style="list-style-type: none"> 1) Staff recruitment and retention. The County could benefit in developing a more comprehensive requirement and outreach process to find good candidates. 3) County staff handling external labor questions and not paying a consultant. 4) This position would monitor benefits and educate the staff on their insurance options. 5) Moves Human Service Merit System work from the Human Services Director to the new HR Coordinator. This would take this administrative function from the Human Services Director and allow more time to focus on department needs and issues. 6) Payroll would then be moved to the new positions which is Payroll Officer/Administrative Assistant. Provide an actual backup to payroll. Unexpected issues occur and without a qualified backup the County could be left in a bad situation if the worst would occur. 7) This position would also be in charge of the quarterly external/internal monthly newsletters. 8) This position would create and manage the website and public information, while creating one 	

message from the county.

These are just some of the many benefits by adding this type of position to the County. I request the board discuss this request and give it a strong consideration at this time.

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None
--	------

Budget Information

FUNDING: Estimate 4,433.87 per month, staying \$65,844.97 under budget
--

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: none



Request for Board Action

BOARD MEETING DATE:
5/16/2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval for the Payroll Officer/Administrative Assistant position	
AGENDA YOU ARE REQUESTING TIME ON: Board meeting on 05/16/2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: There is a need for a Payroll Officer/Administrative Assistant position within Swift County Administration Department. 1) Sixty-percent of time in this position would go towards payroll. The Human Resource Coordinator would be the backup for payroll. Keeping this position in administration would create consistency with benefits and wage scales. 2) Forty-percent of time in this position would go towards assistant to the administrator and other departments. 3) When this position has time, they would assist other departments with organization and LEAN. These are just some of the many benefits by adding this type of position to the County. I request the board discuss this request and give it a strong consideration at this time.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None

Budget Information

FUNDING: Estimate \$2,941.47 per month, staying \$65,844.97 under budget
--

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: none

**MUNICIPAL ADVISORY SERVICE AGREEMENT
BY AND BETWEEN
SWIFT COUNTY, MINNESOTA
AND
NORTHLAND SECURITIES, INC.**

This Agreement made and entered into by and between Swift County, Minnesota (hereinafter "County") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "NSI").

WITNESSETH

WHEREAS, the County desires to have NSI provide it with advice on the structure, terms, timing and other matters related to the issuance of the General Obligation Capital Improvement Plan Bonds, Series 2017A (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, NSI is a registered municipal advisor (registration # 866-00082-00), and

WHEREAS, NSI will act as municipal advisor in accordance with the duties and responsibilities of Rule G-42 of the Municipal Securities Rulemaking Board, and

WHEREAS, the County and NSI are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the inception of the municipal advisory relationship for the Debt, and

WHEREAS, NSI desires to furnish services to the County as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

SERVICES TO BE PROVIDED BY NSI

NSI shall provide the County with services necessary to analyze, structure, offer for sale and close the Debt. The services will be tailored to meet the needs of this engagement and may include:

Planning and Development

1. Assist County officials to define the scope and the objectives for the Debt.
2. Investigate and consider reasonably feasible financing alternatives.
3. Assist the County in understanding the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.
4. Prepare a schedule of events related to the issuance process.
5. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
6. Attend meetings of the County Board and other project and bond issue related meetings as needed and as requested.

Bond Sale

1. Assist the County with the preparation, review and approval of the preliminary official statement (POS).
2. Assist the County and bond counsel with preparing and publishing the Official Notice of Sale if required by law.
3. Prepare and submit application for bond rating(s) and assist the County with furnishing the rating agency(s) with any additional information required to conduct the rating review. Assist the County with preparing and conducting the rating call or other presentation.
4. Assist the County in receiving the bids, compute the accuracy of the bids received, and recommend to the County the most favorable bid for award.
5. Coordinate with bond counsel the preparation of required contracts and resolutions.

Post Sale Support

1. Assist the County with the preparation of final official statement, distribution to the underwriter and posting on EMMA.
2. Coordinate the bond issue closing, including making all arrangements for bond printing, registration, and delivery.
3. Furnish to the County a complete transcript of the transaction, if not provided by bond counsel.

There are no specific limitations on the scope of this agreement.

COMPENSATION

For providing these services with respect to the Debt, NSI shall be paid a lump sum of \$20,975. The fee due to NSI shall be payable by the County upon the closing of the Bonds.

NSI agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

The County agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- County staff expenses.
- Airfare and lodging expenses of one NSI official and County officials when and if traveling for rating agency presentations.
- Rating agency fees, if any.
- Bond insurance fees, if any.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the County under the terms of this Agreement to issue the Debt. If the Debt is not issued, NSI agrees to pay its own expenses and receive no fee for any services it has rendered.

CONFLICTS OF INTEREST

NSI is not aware of any material conflicts of interest that could reasonably be anticipated to impair NSI's ability to provide advice to or on behalf of the County in accordance with the standards of conduct for municipal advisors.

The compensation for services provided in this Agreement is customary in the municipal securities market, but may pose a conflict of interest. Since the fee is payable at closing and only if the Debt is issued, NSI may have an incentive to encourage issuance. Compensation linked to the size of the transaction may provide incentive to increase the amount of the Debt. Compensation considerations will not impair NSI's ability to provide unbiased and competent advice or to fulfill its fiduciary duty to the County. In executing this Agreement, the County acknowledges and accepts the potential conflicts of interest posed by the compensation to NSI.

Northland Capital Holdings is the parent company of NSI. Another subsidiary of Northland Capital Holdings is Northland Trust, Inc. Northland Trust provides paying agent services to issuers of municipal bonds. The County is solely responsible for the decision on the source of paying agent services. Any engagement of Northland Trust is outside the scope of this Agreement. No compensation paid to Northland Trust is shared with NSI.

NSI does not provide executive search, organizational development, compensation systems or other management consulting services that may directly or indirectly affect County staff that recommend the engagement of municipal advisor services and may pose a conflict of interest.

LEGAL AND DISCIPLINARY ACTIONS

There are no legal or disciplinary events reported by the Securities and Exchange Commission contained in Form MA or Form MA-I. The County can find information about these forms and accessing information related to NSI at www.sec.gov/municipal.

SUCCESSORS OR ASSIGNS

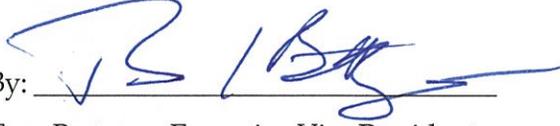
The terms and provisions of this Agreement are binding upon and inure to the benefit of the County and NSI and their successors or assigns.

TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the County or NSI and it shall terminate sixty (60) days following the closing date related to the issuance of the Debt.

Dated this 25th day of April, 2017.

Northland Securities, Inc.

By: 

Tom Bartzen - Executive Vice President

Swift County, Minnesota

By: _____

Its: _____

Finance Plan

Swift County, Minnesota

\$5,250,000

**General Obligation Capital Improvement Plan
Bonds, Series 2017A**

May 16, 2017



45 South 7th Street, Suite 2000

Minneapolis, MN 55402

612-851-5900 800-851-2920

www.northlandsecurities.com

Member FINRA and SIPC

Contents

Executive Summary	1
Issue Overview	2
Purpose	2
Authority	2
Structure.....	3
Security and Source of Repayment.....	3
Plan Rationale.....	3
Issuing Process	3
Attachment 1 - Preliminary Debt Service Schedule.....	4
Attachment 2 - Related Considerations.....	5
Bank Qualification	5
Arbitrage Compliance	6
Continuing Disclosure.....	6
Premiums.....	6
Rating.....	7
Attachment 3 - Calendar of Events.....	8
Attachment 4 - Risk Factors.....	9
Attachment 5 - Tax Impact.....	10

Executive Summary

The following is a summary of the recommended terms for the issuance of \$5,250,000 General Obligation Capital Improvement Plan Bonds, Series 2017A (the "Bonds" or "2017A Bonds"). Additional information on the proposed finance plan and issuing process can be found after the Executive Summary, in the Issue Overview and Attachment 2 – Related Considerations.

Purpose	Proceeds from the Bonds will be used to renovate the County Courthouse, Law Enforcement Center, County Attorney Building, Benson Highway Shop and Countryside Public Health Building (the "Facilities").
Security	The Bonds will be a General Obligation of the County. The County will pledge property tax levies for payment of the Bonds.
Repayment Term	The Bonds will mature annually each February 1 in the years 2019 - 2038. Interest on the Bonds will be payable on August 1, 2018 and semiannually thereafter on each August 1 and February 1.
Estimated Interest Rate	Average coupon: 2.75% True interest cost (TIC): 2.82%
Prepayment Option	Bonds maturing on and after February 1, 2026 will be subject to redemption on February 1, 2025 and any day thereafter at a price of par plus accrued interest.
Rating	A rating will be requested from Standard and Poor's (S&P). The County's general obligation debt is currently rated "AA-" by S&P.
Tax Status	The Bonds will be tax-exempt, bank qualified obligations.
Risk Factors	There are certain risks associated with all debt. Risk factors related to the Bonds are discussed in Attachment 4.
Type of Bond Sale	Public Sale – Competitive Bids
Proposals Received	Monday, July 17, 2017 @ 10:30 A.M.
Board Consideration	Tuesday, July 18, 2017 @ 9:00 A.M.

Issue Overview

Purpose

Proceeds from the Bonds will be used to renovate the County Courthouse, Law Enforcement Center, County Attorney Building, Benson Highway Shop and Countryside Public Health Building (the "Facilities"). The Bonds have been sized based on County staff and engineer estimates. The County will receive final bid information by the week of June 26th and will make any necessary adjustments to the size of the Bond issue at that time. The table below contains the sources and uses of funds and preliminary interest rates for the bond issue.

Sources Of Funds

Par Amount of Bonds	\$5,250,000.00
---------------------	----------------

Total Sources

\$5,250,000.00

Uses Of Funds

Total Underwriter's Discount (1.000%)	52,500.00
---------------------------------------	-----------

Costs of Issuance	45,975.00
-------------------	-----------

Deposit to Project Construction Fund	4,874,820.00
--------------------------------------	--------------

Contingency	273,000.00
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Rounding Amount	3,705.00
-----------------	----------

Total Uses

\$5,250,000.00

Date And Term Structure

Dated	8/15/2017
-------	-----------

Delivery Date	8/15/2017
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First available call date	2/01/2025
---------------------------	-----------

Call Price	100.000%
------------	----------

Yield Statistics

Bond Year Dollars	\$62,175.83
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Average Life	11.843 Years
--------------	--------------

Average Coupon	2.7476124%
----------------	------------

Net Interest Cost (NIC)	2.8320503%
-------------------------	------------

True Interest Cost (TIC)	2.8184418%
--------------------------	------------

All Inclusive Cost (AIC)	2.9090770%
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Authority

The Bonds will be issued pursuant to the authority of Minnesota Statutes, Chapter 475 and Section 373.40 (the "Act"). Under the Act, a capital improvement is a major expenditure of County funds for the acquisition or betterment of public lands, buildings, or other improvements within the County for the purpose of a county courthouse, hospital, morgue, library, park, qualified indoor ice arena, roads and bridges, public works facilities, fairground buildings, records and data storage facilities, and acquisition of development rights in the form of conservation easements.

Before issuing bonds under a Capital Improvement Plan ("CIP"), the County must hold a public hearing on the CIP and the proposed bonds, and must then approve the CIP and authorize the issuance of the bonds by at least a 3/5 majority.

If a petition signed by voters equal to at least 5 percent of the votes cast in the last general election requesting a vote on the issuance of bonds is received by the County Administrator within 30 days after the public hearing, then the bonds may not be issued unless approved by the voters at an election. The County has already passed this threshold as shown in the Calendar of Events in Attachment 3.

Structure

The Bonds have been structured to result in relatively level annual debt service payments over the life of the Bonds.

The proposed structure for the bond issue and preliminary debt service projections are illustrated in Attachment 1.

Security and Source of Repayment

The Bonds will be general obligations of the County. The finance plan relies on the following assumptions for the revenues used to pay debt service, as provided by County staff:

- Property Taxes. The revenues needed to pay debt service on the Bonds are expected to come from property tax levies. The annual tax levy will need to meet the statutory requirement of 105% of debt service. The levy will be adjusted annually based on actual additional monies in the debt service fund. The initial tax levy will be made in 2017 for taxes payable in 2018. Attachment 5 provides the projected tax impact on various types of property, based on the estimated average annual levy of \$365,313 (including the 5% overlevy).

Plan Rationale

The Finance Plan recommended in this report is based on a variety of factors and information provided by the County related to the financed projects and County objectives, Northland's knowledge of the County and our experience in working with similar cities and projects. The issuance of General Obligation Capital Improvement Plan Bonds provides the best means of achieving the County's objectives and cost effective financing. The County has successfully issued and managed this type of debt for previous projects.

Issuing Process

Northland will receive bids to purchase the Bonds on Monday, July 17, 2017 at 10:30 AM. Market conditions and the marketability of the Bonds support issuance through a competitive sale. This process has been chosen as it is intended to produce the lowest combination of interest expense and underwriting expense on the date and time set to receive bids. A discussion of New Issue Price Rules that affect the bidding process and allowing for "Cancellable" Bids, under certain circumstances, is provided in Attachment 2 - Related Considerations. The calendar of events for the issuing process can be found in Attachment 3.

Municipal Advisor: Northland Securities, Inc.

Bond Counsel: Briggs and Morgan, P.A., Minneapolis, Minnesota

Paying Agent: Northland Trust Services, Inc.

Attachment 1 – Preliminary Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/15/2017	-	-	-	-	-
08/01/2018	-	-	122,962.15	122,962.15	-
02/01/2019	160,000.00	1.050%	63,968.75	223,968.75	346,930.90
08/01/2019	-	-	63,128.75	63,128.75	-
02/01/2020	220,000.00	1.200%	63,128.75	283,128.75	346,257.50
08/01/2020	-	-	61,808.75	61,808.75	-
02/01/2021	225,000.00	1.400%	61,808.75	286,808.75	348,617.50
08/01/2021	-	-	60,233.75	60,233.75	-
02/01/2022	230,000.00	1.550%	60,233.75	290,233.75	350,467.50
08/01/2022	-	-	58,451.25	58,451.25	-
02/01/2023	230,000.00	1.700%	58,451.25	288,451.25	346,902.50
08/01/2023	-	-	56,496.25	56,496.25	-
02/01/2024	235,000.00	1.850%	56,496.25	291,496.25	347,992.50
08/01/2024	-	-	54,322.50	54,322.50	-
02/01/2025	240,000.00	2.000%	54,322.50	294,322.50	348,645.00
08/01/2025	-	-	51,922.50	51,922.50	-
02/01/2026	245,000.00	2.100%	51,922.50	296,922.50	348,845.00
08/01/2026	-	-	49,350.00	49,350.00	-
02/01/2027	250,000.00	2.250%	49,350.00	299,350.00	348,700.00
08/01/2027	-	-	46,537.50	46,537.50	-
02/01/2028	255,000.00	2.400%	46,537.50	301,537.50	348,075.00
08/01/2028	-	-	43,477.50	43,477.50	-
02/01/2029	260,000.00	2.550%	43,477.50	303,477.50	346,955.00
08/01/2029	-	-	40,162.50	40,162.50	-
02/01/2030	270,000.00	2.650%	40,162.50	310,162.50	350,325.00
08/01/2030	-	-	36,585.00	36,585.00	-
02/01/2031	275,000.00	2.750%	36,585.00	311,585.00	348,170.00
08/01/2031	-	-	32,803.75	32,803.75	-
02/01/2032	280,000.00	2.800%	32,803.75	312,803.75	345,607.50
08/01/2032	-	-	28,883.75	28,883.75	-
02/01/2033	290,000.00	2.900%	28,883.75	318,883.75	347,767.50
08/01/2033	-	-	24,678.75	24,678.75	-
02/01/2034	300,000.00	2.950%	24,678.75	324,678.75	349,357.50
08/01/2034	-	-	20,253.75	20,253.75	-
02/01/2035	310,000.00	3.050%	20,253.75	330,253.75	350,507.50
08/01/2035	-	-	15,526.25	15,526.25	-
02/01/2036	315,000.00	3.100%	15,526.25	330,526.25	346,052.50
08/01/2036	-	-	10,643.75	10,643.75	-
02/01/2037	325,000.00	3.200%	10,643.75	335,643.75	346,287.50
08/01/2037	-	-	5,443.75	5,443.75	-
02/01/2038	335,000.00	3.250%	5,443.75	340,443.75	345,887.50
Total	\$5,250,000.00	-	\$1,708,350.90	\$6,958,350.90	-

Attachment 2 – Related Considerations

New Issue Price Rules

The US Treasury Department and Internal Revenue Service (“IRS”) recently finalized regulations which redefine the “issue price” determined for new tax-exempt bond issues, effective for sales on or after June 7, 2017. The issue price factors into the arbitrage yield determined for a new bond issue, as well as the IRS rebate rules applicable to the issuer. Issuers are required to provide certification of these items to the IRS when issuing tax-exempt bonds.

The new changes to the IRS issue price rules (the “Rules”) provide several ways for the issue price of a new bond issue to be determined. Under prior IRS regulations, the price of each maturity of a new bond issue was the first price at which 10% of that maturity was “reasonably expected” to be sold to the public.

Although the “10% sold” threshold for determining the Initial Offering Price (“IOP”) for a maturity is still retained in the Rules, it must now be based on actual sales, not just “reasonable expectations.” However, the new Issue Price Rules also now include a 5-day “hold the price” alternative for determining the IOP. The issuer may require the underwriter to hold the bonds at a price no higher than the IOP (the offering price that the bid or final pricing was based on) for five business days after the sale date, which then establishes that level as the IOP.

If the bonds are sold on a competitive bid basis, another alternative for determining the IOP is provided in the new Rules. If the issuer receives at least three competitive bids (as defined in the Rules), they can establish the IOP as the winning bidder’s “reasonably expected” IOP upon which they based their winning bid (rather than actual sales). However, this alternative only applies if the issuer receives at least three competitive bids. If the issuer receives less than three bids, the issuer will need to get the winning bidder to agree to “hold the price” for 5 days, unless at least 10% of a maturity is sold at the IOP during that 5-day period.

For your competitive sale, we believe that the County will receive at least three bids, based on your historical pattern for prior sales. In the Notice of Sale, a section related to the Issue Price Rules and bidding requirements will be added. We recommend that the County allow for “Cancellable” Bids in the Notice of Sale. The ability for a winning bidder to cancel their bid will only apply if the County receives less than three bids for the Bonds. In that event, the terms of the Notice will allow the winning bidder to cancel or affirm its bid after bid opening and prior to award if they are required to “hold the price”. If cancelled, the County can accept or reject the remaining bid. This bidder will also have the right to cancel or affirm its bid. The cancellation or affirmation of a winning bid must take place within 90 minutes of notification from the issuer (or their Municipal Advisor, Northland) that they’re the winner.

Feedback from some bidders leads us to believe that they may choose to not bid on bond issues that do not allow for cancellable bids or will build a “risk premium” into their bid if cancellation is not allowed when fewer than three bids are received. The chance of receiving less than three bids appears fairly unlikely and the associated risks appear manageable. Northland will actively disseminate the sale information to potential underwriters in advance of the sale date and follow-up prior to bidding to encourage as much participation as possible.

Bank Qualification

We understand the County (in combination with any subordinate taxing jurisdictions or debt issued in the County’s name by 501(c)3 corporations) anticipates issuing \$10,000,000 or less in

tax-exempt debt during this calendar year. Therefore the Bonds will be designated as “bank qualified” obligations pursuant to Federal Tax Law.

Arbitrage Compliance

The Bonds are expected to qualify for the “24 month spending” exemption related to arbitrage rebate.

Other aspects of arbitrage regulations will apply to the investment of bond proceeds and the debt service fund.

Project/Construction Fund. All tax-exempt bond issues are subject to federal rebate requirements which require all arbitrage earned to be rebated to the U.S. Treasury. A rebate exemption the County expects to qualify for is the “24-month spending” exemption.

Debt Service Fund. The County must maintain a bona fide debt service fund for the Bonds or be subject to yield restriction in the debt service fund. A bona fide debt service fund involves an equal matching of revenues to debt service expense with a balance forward permitted equal to the greater of the investment earnings in the fund during that year or 1/12 of the debt service of that year.

The County should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Resolution for the Bonds prepared by Bond Counsel explains the requirements in greater detail.

Continuing Disclosure

Type: Full

Dissemination Agent: Northland Securities

The requirements for continuing disclosure are governed by SEC Rule 15c2-12. The primary requirements of Rule 15c2-12 actually fall on underwriters. The Rule sets forth due diligence needed prior to the underwriter’s purchase of municipal securities. Part of this requirement is obtaining commitment from the issuer to provide continuing disclosure. The document describing the continuing disclosure commitments (the “Undertaking”) is contained in the Official Statement that will be prepared to offer the Bonds to investors.

The County has more than \$10,000,000 of outstanding debt and is required to undertake “full” continuing disclosure. Full disclosure requires annual posting of the audit and a separate continuing disclosure report, as well as the reporting of certain “material events.” Material events set forth in the Rule, including, but not limited to, bond rating changes and call notices, must be reported within ten days of occurrence. The report contains annual financial information and operating data that “mirrors” material information presented in the Official Statement. The specific contents of the annual report will be described in the Undertaking that appears in the appendix of the Official Statement. Northland currently serves as dissemination agent for the County, assisting with the annual reporting. The information for the Bonds will be incorporated into our reporting.

Premiums

In the current market environment, it is likely that bids received from underwriters will include premiums. A premium bid occurs when the purchaser pays the County an amount in excess of the par amount of a maturity in exchange for a higher coupon (interest rate). The use of premiums reflects the bidder’s view on future market conditions, tax considerations for

investors and other factors. Ultimately, the true interest cost ("TIC") calculation will determine the lowest bid, regardless of premium.

A premium bid produces additional funds that can be used in several ways:

- The premium means that the County needs less bond proceeds and can reduce the size of the issue by the amount of the premium.
- The premium can be deposited in the Construction Fund and used to pay additional project costs, rather than used to reduce the size of the issue.
- The premium can be deposited in the Debt Service Fund and used to pay principal and interest.

Northland will work with County staff prior to the sale day to determine use of premium (if any).

Rating

A rating will be requested from Standard and Poor's (S&P). The County's general obligation debt is currently rated "AA-" by S&P. The rating process will include a conference call with the rating analyst. Northland will assist County staff in preparing for and conducting the rating call.

Attachment 3 - Calendar of Events

May 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Date	Action	Responsible Party
September 6, 2016	Capital Improvement Plan Hearing	County, Northland, Wold
September 20, 2016	Resolution Approving Capital Improvement Plan Adopted	County Board Action
April 18	County Board provides approval to proceed with bidding the Countryside Public Health project	County Board Action, Wold
May 16	County Board provides approval to proceed with bidding the Courthouse renovation project	County Board Action, Wold
May 16	Presentation of Finance Plan. Set Sale Resolution Adopted by County. County also considers approval of a reimbursement resolution.	County Board Action, Northland
May 18	Construction bids received on the Countryside Public Health project	County, Wold
June 6	County Board considers approval of the Countryside Public Health construction bid	County Board Action, Wold
Week of June 12	Preliminary Official Statement sent to County for Sign Off and to Rating Agency	Northland, County
Week of June 26	Construction bids received on the Courthouse renovation project	County, Wold
Week of June 26	Bond Rating Conference Call	Northland, County, Rating Agency
July 5	County Board considers approval of the Courthouse renovation construction bid	County Board Action, Wold
Week of July 10	Bond Rating Received	Rating Agency, County, Northland
July 17	Bond Sale - 10:30 AM	Northland, County
July 18	Awarding Resolution Adopted by County - 9:00 AM	County Board Action
August 15 th	Closing on the Bonds (Proceeds available)	Northland, County Staff, Bond Counsel

Attachment 4 - Risk Factors

Competitive Sale – Revocable Bids: The County will be stipulating in the Notice of Sale that Revocable Bids are allowed. The County needs bond proceeds in a timely manner to meet its obligations to finance the projects. The timing of finding a purchaser for the Bonds if the winning bid is revoked cannot currently be determined, but could delay the County’s ability to proceed with the projects.

Property Taxes: Property tax levies shown in this Finance Plan are based on projected debt service and other revenues. Final levies will be set based on the results of sale. Levies should be reviewed annually and adjusted as needed. The debt service levy must be included in the preliminary levy for annual Truth in Taxation hearings. Future Legislative changes in the property tax system, including the imposition of levy limits and changes in calculation of property values, would affect plans for payment of debt service. Delinquent payment of property taxes would reduce revenues available to pay debt service.

General: In addition to the risks described above, there are certain general risks associated with the issuance of bonds. These risks include, but are not limited to:

- Failure to comply with covenants in bond resolution.
- Failure to comply with Undertaking for continuing disclosure.
- Failure to comply with IRS regulations, including regulations related to use of the proceeds and arbitrage/rebate. The IRS regulations govern the ability of the County to issue its bonds as tax-exempt securities and failure to comply with the IRS regulations may lead to loss of tax-exemption.

Attachment 5 - Tax Impact

		CIP Bonds 2017A 20 Year
DEBT SERVICE		
Net Project Amount		\$ 5,147,820
Add Costs of Issuance and Rounding		\$ 102,180
Bond Amount		\$ 5,250,000
Bond term (Years)		20
Avg. Interest Rate		2.75%
Total Net Debt Service		\$ 6,958,351
Avg. Annual Debt Service		\$ 347,918
105% Statutory Annual Debt Service		\$ 365,313

TAX LEVY REVENUE		
Annual Tax Levy Required		\$ 365,313
Tax Impact Information		
Net Tax Capacity Value (Pay 2016)		\$ 26,013,449
Estimated Net Tax Rate Increase		1.4043%
Market Value of Residential Property		
75,000		\$ 6.32
100,000		\$ 10.08
150,000		\$ 17.73
200,000		\$ 25.38
300,000		\$ 40.69
Mkt Value of Commercial-Industrial Property		
100,000		\$ 21.06
250,000		\$ 59.68
500,000		\$ 129.90
750,000		\$ 200.12
Mkt Value of Non-Homestead Agricultural Property		
Value Per Acre: \$5,172		
Acres: 80		\$ 58.11
Acres: 160		\$ 116.21
Acres: 320		\$ 232.42
Acres: 640		\$ 464.84

RESOLUTION ESTABLISHING PROCEDURES
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE

BE IT RESOLVED by the Board of Commissioners (the "Board") of the County of Swift, Minnesota (the "County"), as follows:

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of bonds used to reimburse the County for any project expenditure paid by the County prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the County (as the issuer of or the primary obligor under the bonds) make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

(c) The County heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

(d) The County's bond counsel has advised the County that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application, to payments of County project costs first made by the County out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the County to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Board hereby authorizes the Auditor to make the County's Declarations or to delegate from time to time that responsibility to other appropriate County employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the County reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to

and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the County, or its authorized representatives under this Resolution, not make Declarations in cases where the County doesn't reasonably expect that reimbursement bonds will be issued to finance the subject project costs, and the County officials are hereby authorized to consult with bond counsel to the County concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Board shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the County has made Declarations.

3. Reimbursement Allocations. If the County is acting as the issuer of the reimbursement bonds, the designated County officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the County's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the County for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Adopted this 16th day of May, 2017, by the Swift County Board of Commissioners.

CERTIFICATION

The undersigned, being the duly qualified and acting Auditor of the County of Swift, Minnesota, hereby certifies the following:

The foregoing is true and correct copy of a Resolution on file and of official, publicly available record in the offices of the County, which Resolution relates to procedures of the County for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the County (the "Board") at a regular meeting of the Board held on May 16, 2017. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Board are regularly held. Commissioner _____ moved the adoption of the Resolution, which motion was seconded by Commissioner _____. A vote being taken on the motion, the following members of the Board voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Board which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the Auditor of the County of Swift, Minnesota, this 16th day of May, 2017.

Auditor
County of Swift, Minnesota

EXHIBIT A

Declaration of Official Intent

The undersigned, being the duly appointed and acting Auditor of the County of Swift, Minnesota (the "County"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the County as follows:

1. The undersigned has been and is on the date hereof duly authorized by the Swift County Board of Commissioners to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the County.

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:

PROCEEDS FROM THE BONDS WILL BE USED TO RENOVATE THE COUNTY COURTHOUSE, LAW ENFORCEMENT CENTER, COUNTY ATTORNEY BUILDING, BENSON HIGHWAY SHOP AND COUNTRYSIDE PUBLIC HEALTH BUILDING.

3. The County reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued after the date of payment of such costs. As of the date hereof, the County reasonably expects that \$5,250,000 is the maximum principal amount of the Bonds which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: May 16, 2017

Auditor
County of Swift, Minnesota

EXTRACT OF MINUTES OF A MEETING OF THE
BOARD OF COMMISSIONERS OF THE
COUNTY OF SWIFT, MINNESOTA

HELD: May 16, 2017

Pursuant to due call and notice thereof, a regular or special meeting of the Board of Commissioners of the County of Swift, Minnesota, was duly held at the Swift County Courthouse in the City of Benson, Minnesota on May 16, 2017, at _____M., for the purpose in part of authorizing the competitive negotiated sale of the \$5,250,000 General Obligation Capital Improvement Plan Bonds, Series 2017A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

RESOLUTION NO. ____

RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF \$5,250,000
GENERAL OBLIGATION CAPITAL
IMPROVEMENT PLAN BONDS, SERIES 2017A

A. WHEREAS, the Board of Commissioners of the County of Swift, Minnesota (the "County"), has heretofore determined that it is necessary and expedient to issue its \$5,250,000 General Obligation Capital Improvement Plan Bonds, Series 2017A (the "Bonds") to provide financing for the renovation and betterment of the County courthouse, public safety facilities and, public health facility, all located in the County; and

B. WHEREAS, the County has retained Northland Securities, Inc., in Minneapolis, Minnesota ("Northland"), as its independent financial advisor for the sale of the Bonds and is therefore authorized to sell the Bonds by competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

C. WHEREAS, the County has retained Briggs and Morgan, Professional Association, in Minneapolis, Minnesota as its bond counsel for purposes of this financing.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Swift, Minnesota, as follows:

1. Authorization. The Board of Commissioners hereby authorizes Northland to solicit proposals for the competitive negotiated sale of the Bonds.

2. Meeting; Proposal Opening. The Board of Commissioners shall meet at the time and place specified in the Notice of Sale, in substantially the form attached hereto as Exhibit A, for the purpose of considering sealed proposals for and awarding the sale of the Bonds. The County Administrator, or designee, shall open proposals at the time and place specified in the Notice of Sale.

3. Notice of Sale. The terms and conditions of the Bonds and the negotiation thereof are in substantially in the form set forth in the Notice of Sale attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with the competitive negotiated sale of the Bonds, the Administrator and other officers or employees of the County are hereby authorized to cooperate with Northland and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the County upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA

COUNTY OF SWIFT

I, the undersigned, being the duly qualified and acting Administrator of the County of Swift, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the Board of Commissioners, duly called and held on the date therein indicated, insofar as such minutes relate to the County's \$5,250,000 General Obligation Capital Improvement Plan Bonds, Series 2017A.

WITNESS my hand on May____, 2016.

County Administrator

EXHIBIT A

NOTICE OF SALE

\$5,250,000*

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2017A

SWIFT COUNTY, MINNESOTA
(Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

TIME AND PLACE:

Proposals (also referred to herein as “bids”) will be opened by the County Administrator, or designee, on Monday, July 17, 2017, at 10:30 A.M., CT, at the offices of Northland Securities, Inc. (the County’s “Municipal Advisor”), 45 South 7th Street, Suite 2000, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the Board of Commissioners at its meeting at the County Offices beginning Tuesday, July 18, 2017 at 9:00 A.M., CT.

SUBMISSION OF PROPOSALS

Proposals may be:

- a) submitted to the office of Northland Securities, Inc.,
- b) faxed to Northland Securities, Inc. at 612-851-5918,
- c) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-5915, or
- d) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY™, or its successor, in the manner described below, until 10:30 A.M., CT, on Monday, July 17, 2017. Proposals may be submitted electronically via PARITY™ or its successor, pursuant to this Notice until 10:30 A.M., CT, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions set forth in PARITY™, or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal® at 1359 Broadway, 2nd floor, New York, NY 10018, telephone 212-849-5021.

Neither the County nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITY™ or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the County to purchase the Bonds regardless of the manner in which the Proposal is submitted.

BOOK-ENTRY SYSTEM

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds.

* The County reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the County through Northland Trust Services Inc. Minneapolis, Minnesota (the “Paying Agent/Registrar”), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The County will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

DATE OF ORIGINAL ISSUE OF BONDS

Date of Delivery (Estimated to be August 15, 2017)

AUTHORITY/PURPOSE/SECURITY

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 475 and 373.40 as amended. Proceeds from issuance of the Bonds will be used to renovate the County Courthouse, Law Enforcement Center, County Attorney Building, Benson Highway Shop and Countryside Public Health Building (the “Facilities”); and to pay costs associated with issuance of the Bonds. The Bonds are payable from ad valorem taxes. The full faith and credit of the County is pledged to their payment and the County has validly obligated itself to levy ad valorem taxes in the event of any deficiency in the debt service account established for this issue.

INTEREST PAYMENTS

Interest is due semiannually on each February 1 and August 1, commencing August 1, 2018, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the fifteenth day (whether or not a business day) of the calendar month preceding of such interest payment date.

MATURITIES

Principal is due annually on February 1, inclusive, in each of the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$160,000	2026	\$245,000	2033	\$290,000
2020	220,000	2027	250,000	2034	300,000
2021	225,000	2028	255,000	2035	310,000
2022	230,000	2029	260,000	2036	315,000
2023	230,000	2030	270,000	2037	325,000
2024	235,000	2031	275,000	2038	335,000
2025	240,000	2032	280,000		

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

INTEREST RATES

All rates must be in integral multiples of 1/20th or 1/8th of 1%. *Rates must be in level or ascending order.* All Bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

**ESTABLISHMENT OF ISSUE PRICE
(HOLD-THE-OFFERING-PRICE RULE MAY APPLY –
BIDS MAY BE CANCELLABLE)**

The winning bidder shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Bond Counsel. All actions to be taken by the County under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the County by the County’s Municipal Advisor and any notice or report to be provided to the County may be provided to the County’s Municipal Advisor.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. As described in more detail in the following paragraphs, if the competitive sale requirements are NOT satisfied AND the County determines to apply the hold-the-offering-price rules (as described in the following paragraph) to any maturity of the Bonds, all bids received shall be cancelled and deemed withdrawn, UNLESS the prospective winning bidder affirmatively confirms its bid and agrees to comply with the hold-the-offering price rule, in the manner described below.

Bidders should prepare their bids on the assumption that the County will determine the issue price of the Bonds either based on the reasonably expected initial offering price to the public or by application of the 10% test. No bidder will be required to comply with the Hold-the-Offering-Price Rule in connection with the initial sale of the Bonds to the public unless the bidder has confirmed its bid and agreed to comply with the Hold-the-Offering Price Rule, as described below.

The following two paragraphs shall apply only in the event that the competitive sale requirements are not satisfied:

- In the event that the competitive sale requirements are not satisfied, the County shall so advise the prospective winning bidder prior to awarding the Bonds. The County may determine to treat (i) the first price at which 10% of each maturity of the Bonds (the “10% Test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of any Bonds as the issue price of that maturity (the “Hold-the-Offering-Price Rule”), in each case applied on a maturity-by-maturity basis. The prospective winning bidder shall advise the County if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the Bonds. The County shall promptly advise the prospective winning bidder, at or before the time of award of the Bonds, which maturities of the Bonds shall be subject to the 10% Test or shall be subject to the Hold-the-Offering-Price Rule.

- If the County has determined to apply the Hold-the-Offering-Price Rule to any maturity of the Bonds, no award shall be made to the prospective winning bidder and all bids shall be cancelled and deemed withdrawn **unless** and until the prospective winning bidder has affirmatively confirmed its bid and agreed to comply with the Hold-the-Offering-Price Rule. The prospective winning bidder must provide that confirmation to the County and the County's Municipal Advisor **no later than 90 (ninety) minutes** after receiving notification that the County has determined to apply the Hold-the-Offering-Price Rule to any maturity of the Bonds. Such confirmation may be provided orally, but must also be promptly confirmed by the prospective winning bidder in writing.

If the prospective winning bidder does not provide its confirmation within the required time period, the prospective winning bidder's bid shall be cancelled and deemed to be withdrawn. The County thereupon may award the Bonds to another bidder, provided that the new prospective winning bidder confirms its bid and agrees to comply with the Hold-the-Offering-Price Rule, or the County may cancel the sale of the Bonds, as set forth in this Notice of Sale. **If the County has determined to apply the 10% Test to all maturities of the Bonds, no bids shall be cancelled or deemed withdrawn and the County shall award the Bonds in accordance with this Notice of Sale.**

If the County has determined to apply the Hold-the-Offering-Price Rule to any maturity of the Bonds and the winning bidder has confirmed its bid and its agreement to comply with the Hold-the-Offering-Price Rule, the winning bidder shall also confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "Initial Offering Price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder. The winning bidder further shall agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the Hold-the-Offering Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the award date for the Bonds and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the award date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The winning bidder shall promptly advise the County and the County's Municipal Advisor when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public, if that occurs prior to the close of the fifth (5th) business day after the award date.

Until the 10% Test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the County the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date for the Bonds has occurred, until the 10% Test has been satisfied as to the Bonds of the maturity or until all Bonds of that maturity have been sold to the public.

The County acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the Hold-the-Offering-Price Rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Offering-Price Rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Offering-Price Rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-the-Offering-Price Rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any

broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the Hold-the-Offering-Price Rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (1) “public” means any person other than an underwriter or a related party,
- (2) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).
- (3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation or another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership or another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (4) “sale date” means the date that the Bonds are awarded by the County to the winning bidder.

ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS

The County reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of \$5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the County and shall be at the sole discretion of the County. The successful bidder may not withdraw or modify its Proposal once submitted to the County for any reason, including post-sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

OPTIONAL REDEMPTION

The Bonds maturing on February 1, 2026 and thereafter are subject to redemption, in whole or in part, on February 1, 2025 and on any date thereafter at a price of par plus accrued interest.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

DELIVERY

Delivery of the Bonds will be within forty days after award, subject to an approving legal opinion by Briggs and Morgan, Professional Association, Bond Counsel. The legal opinion will be paid by the County and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

TYPE OF PROPOSAL

Proposals of not less than \$5,197,500 (99.00%) and accrued interest on the principal sum of \$5,250,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

Kelsey Baker, County Administrator
301 14 St. N, P.O. Box 207
Benson, MN 56215

A good faith deposit (the "Deposit") in the amount of \$105,000 in the form of a federal wire transfer (payable to the order of the County) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the County may choose to reject their Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The County will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted Proposal, said amount will be retained by the County. No Proposal can be withdrawn after the time set for receiving Proposals unless the meeting of the County scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The County's computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The County will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the County determines to have failed to comply with the terms herein.

INFORMATION FROM SUCCESSFUL BIDDER

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

OFFICIAL STATEMENT

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the County agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

FULL CONTINUING DISCLOSURE UNDERTAKING

The County will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the County, and notices of certain material events, as required by SEC Rule 15c2-12.

BANK QUALIFICATION

The County will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BOND INSURANCE AT UNDERWRITER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the County has requested and received a rating on the Bonds from a rating agency, the County will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The County reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: May 16, 2017

BY ORDER OF THE BOARD OF COMMISSIONERS

/s/ Kelsey Baker
County Administrator

Additional information may be obtained from:

Northland Securities, Inc.
45 South 7th Street, Suite 2000
Minneapolis, Minnesota 55402
Telephone No.: 612-851-5900

**SWIFT COUNTY LAND AND RELATED RESOURCE
MANAGEMENT ORDINANCE**

SECTION ____

SOLAR POWER MANAGEMENT

Table of Contents

SWIFT COUNTY LAND AND RELATED RESOURCE MANAGEMENT ORDINANCE.....	1
SUBDIVISION 2. PURPOSE.....	2
SUBDIVISION 3. JURISDICTION	2
SUBDIVISION 4. INTERPRETATION	2
SUBDIVISION 5. EXEMPTIONS.....	2
SUBDIVISION 6. DEFINITIONS	2
SUBDIVISION 7. PERMIT REQUIRED	4
SUBDIVISION 8. DISTRICT REGULATIONS	6
SUBDIVISION 9. SETBACKS AND STANDARDS	6
SUBDIVISION 10. DECOMMISSIONING	9

SUBDIVISION 1. TITLE

The title of this ordinance is the Swift County Solar Power Management Ordinance, and will be referred to herein as “this Ordinance”.

SUBDIVISION 2. PURPOSE

This ordinance is established to set forth processes for permitting solar energy systems and to regulate the installation and operation of solar energy systems within Swift County pursuant to Minnesota Statutes Chapters 216C.25, 500.30, and Minnesota Rules Chapter 1325.1100, as amended, in order to promote the health, safety, and general welfare of the citizens of Swift County.

SUBDIVISION 3. JURISDICTION

The regulations of this Ordinance shall apply to all the area of Swift County outside the incorporated limits of municipalities.

SUBDIVISION 4. INTERPRETATION

In interpreting and applying the provisions of this Ordinance, they shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare. Where the provisions of this Ordinance impose greater restriction than those of any statute, other ordinance or regulations, the provisions of this Ordinance shall be controlling. Where the provisions of any statute, other ordinance or regulation impose greater restrictions than this Ordinance, the provisions of such statute, other ordinance or regulation shall be controlling.

SUBDIVISION 5. EXEMPTIONS

Solar arrays with a generator nameplate capacity under one (1) kilowatt, and solar thermal systems with a solar collector surface under fifty (50) square feet in area, are exempt from the requirements of this ordinance.

SUBDIVISION 6. DEFINITIONS

The following words and phrases shall have the meanings ascribed to them in this Ordinance. If not specifically defined in this Section or in Section 22 of the Swift County Zoning Ordinance, terms used in this Ordinance shall have the same meaning as provided in the standards adopted by reference. Words or phrases that are not defined here or in the standards adopted by reference shall have common usage meaning. For purposes of this Ordinance, the words “must” and “shall” are mandatory and the words “may” and “should” are permissive.

1. Array (Solar). Any number of solar photovoltaic modules or panels connected together to provide a single electrical output, or solar thermal collectors connected together to provide a single output.
2. Generator nameplate capacity. The maximum rated output of electrical power production of a generator under specific conditions designated by the manufacturer with a nameplate physically attached to the generator.
3. Ground Mounted Solar Energy System. Freestanding solar panels mounted to the ground by use of stabilizers or similar apparatus.
4. Large Solar Energy System. A solar array designed for wholesale production and sale of

power where the primary land use of the parcel is for a solar energy system.

5. Module (Solar). A number of individual solar cells connected together in an environmentally protected housing producing a standard output voltage and power. Multiple modules/panels can be assembled into an array for increased power and/or voltage.
6. Photovoltaic Array. A group of solar photovoltaic modules connected together to increase voltage and/or power to the level required for a given system.
7. Photovoltaic Device. A system of components that generates electricity from incident sunlight by means of the photovoltaic effect, whether or not the device is able to store the energy produced for later use.
8. Power Purchase Agreement. A legally enforceable agreement between two or more persons where one or more of the signatories agrees to provide electrical power and one or more of the signatories agrees to purchase the power.
9. Roof or Building Mounted Solar Energy System. A solar energy system that is mounted to the roof or building using brackets, stands or other apparatus.
10. Small Solar Energy System. A solar array that is an accessory use in which the energy produced is first used on-site before any excess energy produced is sold back to the operator's regular electrical service provider. Small solar energy systems include solar thermal systems that are designed to provide heat or energy on-site.
11. Solar cell. The basic unit of a photovoltaic solar panel.
12. Solar Collector. A device, structure, or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical, or electrical energy.
13. Solar Easement. A right, whether or not stated in the form of a restriction, easement, covenant, or condition, in any deed, will, or other instrument executed by or on behalf of any owner of land or solar skyspace for the purpose of ensuring adequate exposure of a solar energy system as defined in Section 216C.06, Subdivision 17, to solar energy. Required contents of a Solar Easement are defined in Minnesota Statute Section 500.30.
14. Solar energy system. A device or set of devices, a substantial purpose of which is to provide for the collection, storage and distribution of sunlight for space heating or cooling, generation of electricity, or water heating.
15. Solar Thermal System. A system that includes a solar collector and a heat exchanger that heats or preheats water or air for building heating systems or other heat or hot water needs.
16. Tracking Solar Array. A solar array that follows the path of the sun during the day to maximize the solar radiation it receives.

SUBDIVISION 7. PERMIT REQUIRED

Land Use Permits, Conditional Use Permits, and Variances shall be applied for and reviewed under the procedures established by Swift County Ordinance and Minnesota Statutes Chapter 394. A Land Use Permit must be obtained from the Zoning Administrator by the landowner prior to construction or installation of any solar energy system that is subject to this Ordinance.

1. An application for a permit under this section for a solar energy system is not complete unless it contains the following:
 - a. Address, Township, Section, and legal description of the property on which the solar energy system is proposed to be installed.
 - b. General description of the solar energy system, including type, size (area) of the array, generator nameplate capacity, and total height.
 - c. Setbacks from property lines, public ditches and tile lines, road rights-of-way, neighboring dwellings, and natural waterways.
 - d. A site plan showing the existing property lines, existing buildings, and the proposed location of the Solar energy system on the parcel.

2. In addition to the permit application requirements in part 1 above, an application for a permit under this section for a Large Solar energy system is not complete unless it contains the following:
 - a. A site plan of existing conditions showing the following:
 - i. The names of the adjacent property owners and current use of those properties.
 - ii. Existing public and private roads, showing widths of the roads and any associated easements.
 - iii. Location and size of any abandoned wells, sewage treatment systems and dumps.
 - iv. Topography at 2' intervals (or less) and source of contour interval.
 - v. Existing vegetation (list type and percent of coverage; i.e. grassland, plowed field, wooded areas, etc.)
 - vi. Waterways, watercourses, lakes and public water wetlands.
 - vii. Delineated wetland boundaries.
 - viii. The 100-year flood elevation and Regulatory Flood Protection Elevation, if

available. Floodway, flood fringe, and/or general flood plain district boundary, if applicable.

- ix. The shoreland district boundary, the ordinary high water level and the highest known water level, and the toe and top of any bluffs within the project boundaries, if any portion of the project is located in a shoreland district.
 - x. Surface water drainage patterns.
- b. A site plan of proposed conditions showing the following:
- i. Approximate location and spacing of solar panels.
 - ii. Location of access roads.
 - iii. Proposed location of underground or overhead electric lines connecting the solar farm to the building, substation or other electric load.
 - iv. New electrical equipment other than at the existing building or substation that is the connection point for the Large Solar energy system.
 - v. Proposed erosion and sediment control measures.
 - vi. Proposed storm water management measures.
- c. Proposed specifications and recommended installation methods for all major equipment, including solar panels, mounting systems and foundations for poles or racks, if known.
- d. A description of the method of connecting the array to a substation.
- e. A decommissioning plan ensuring that facilities are properly removed in the event they are not in use for 12 consecutive months. The plan shall include provisions for removal of all structures and foundations, restoration of soil and vegetation and a plan ensuring financial resources will be available to fully decommission the site. If necessary, the Board may require the posting of a bond, letter of credit or the establishment of an escrow account to ensure proper decommissioning.

SUBDIVISION 8. DISTRICT REGULATIONS

Solar energy systems will be permitted, conditionally permitted or not permitted based on the generating capacity and land use district as established in the table below (P=Permitted, C=Conditionally Permitted, NP=Not Permitted):

District	Small Solar Energy System	Large Solar Energy System	Less than 1 Megawatt	1 to 5 Megawatts	Over 5 Megawatts
Agricultural	P		P	C	C
Urban Expansion	P		P	C	NP
Floodplain- flood fringe	P		C	NP	NP
Floodplain- floodway/wetlands	NP		NP	NP	NP
Shoreland	P		C	NP	NP
Scenic River	P		P	NP	NP

Nothing herein shall be construed to exempt a solar energy system from the regulations, requirements, and standards of the District in which it is located.

SUBDIVISION 9. SETBACKS AND STANDARDS

1. Solar energy systems shall be subject to the structure setbacks set forth in each respective Zoning District in respect to property lines, road right-of-way lines, County tile lines, and County and Judicial Ditches.
2. Any ground mounted solar energy system larger than .25 acres in area must be located away from a dwelling according to the following chart: (Other than the project owner’s dwelling(s)).

Solar Energy Systems Setbacks - Feet

District	Small Solar Energy System	Large Solar Energy System	Less than 1 Megawatt	1 to 5 Megawatts	Over 5 Megawatts
Agricultural	100		200	250	350
Urban Expansion	100* 100** 50***		200* 200** 100***	300* 300** 100***	NA
Floodplain- flood fringe	100		200	200	200
Floodplain- floodway/wetland	NA		NA	NA	NA
Shoreland	100		250	NA	NA
Scenic River	100		NA	NA	NA
<p>*Adjoining Parcels – Where adjoining parcel contains a residence, Solar Energy Systems shall be set back from adjoining property line to nearest solar panel, transformer or inverter.</p> <p>**Non Adjoining Parcels – Solar Energy Systems shall be set back from residence foundation to solar panel, transformer or inverter.</p> <p>*** Setback when all other setbacks are met.</p>					

Setbacks shall be measured from foundation of neighboring dwelling to closest point of solar panel except where noted above.

3. Standards for all Solar Energy Systems.
 - a. Height. Solar energy systems are subject to the following height requirements:
 - i. Building or roof-mounted solar energy systems shall not exceed the maximum allowed height for structures in the zoning district in which the system is being installed, and shall not extend more than 10 feet above the building or roof on which they are mounted.
 - ii. Ground or pole-mounted solar energy systems shall not exceed 20 feet in height when oriented at maximum tilt.
 - b. Location within Lot. Solar energy systems must meet the accessory structure setback for the zoning district.
 - i. Roof-mounted Solar Energy Systems. In addition to the building setback, the collector surface and mounting devices for roof-mounted solar energy systems that are parallel to the roof surface shall not extend beyond the exterior perimeter of the building on which the system is mounted or built. The collector and racking for roof-mounted systems that have a greater pitch

than the roof surface shall be set back from all roof edges by at least 2 feet. Exterior piping for solar thermal systems shall be allowed to extend beyond the perimeter of the building on a side yard exposure.

ii. Ground-mounted Solar Energy Systems.

A. Ground-mounted solar energy systems may not extend into the side-yard, rear, or road right-of-way setback when oriented at minimum design tilt.

B. Ground-mounted solar energy systems that result in the creation of one or more acres of impervious surface, must comply with the MPCA Construction Stormwater Permit Requirements.

c. Approved Solar Components. Electric solar energy system components must have an Underwriters Laboratory (UL) listing.

d. Compliance with State Electric Code. All photovoltaic systems shall comply with the Minnesota State Electric Code.

e. Utility Notification. No grid-intertie photovoltaic system shall be installed until evidence has been given to the Department that the owner has notified the utility company of the customer's intent to install an interconnected customer-owned generator. Off-grid systems are exempt from this requirement.

f. Vegetative screening or buffering of the solar energy system may be required as part of the conditions of approval. Screening or buffering shall be based on the proximity of the system to residential buildings and to abutting public rights-of-way.

4. Standards for Large Solar Energy Systems.

a. Stormwater Management and Erosion and Sediment Control shall meet the requirements of the MPCA Construction Stormwater Permit requirements.

b. Foundations. The manufacturer's engineer or another qualified engineer shall certify that the foundation and design of the solar panels is within accepted professional standards, given local soil and climate conditions.

c. Other standards and codes. All Large Solar Energy Systems shall be in compliance with any applicable local, state and federal regulatory standards, including the State of Minnesota Uniform Building Code, as amended; and the National Electric Code, as amended.

d. Power and communication lines. Power and communication lines running between banks of solar panels and to electric substations or interconnections with buildings

shall be buried underground, to the extent practicable.

SUBDIVISION 10. DECOMMISSIONING

In the event that a solar energy system is unused or abandoned for a period of 12 consecutive months, the solar energy system must be removed by the system owner or landowner.

1. All structures and foundations must be completely removed and the soil and vegetation restored.
2. Removal must occur within 90 days of a determination that the solar energy system is unused or abandoned, unless a plan is developed and submitted to the Zoning Administrator outlining the steps and schedule for returning the system to service.
3. Disposal of structures, foundations, and any other equipment or material must conform to Federal, State, and local laws, rules, and ordinances.

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