Notice & Agenda

Swift County Board of Commissioners

Tuesday, November 19, 2019
9:00 AM
LEC Meeting 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.

Time	Reference	Item
9:00 a.m.		**Call to Order and Roll Call**
9:01 a.m.		**Approve Agenda**
9:02 a.m.		**Consent Agenda**
	1-2	(1) Minutes from the November 5, 2019 Regular Meeting
	3-20	(2) Consider approval of Environmental Services 2020-2021 MPCA Feedlot Delegation Agreement Work Plan
	21-22	(3) Consider approval of the Countryside Public Health Annual Contract
	23	(4) Consider approval Resolution 19-09-36 change of date for the 2019 Swift County Board of Commissioners' Meeting Schedule
	24-26	(5) Consider approval of an application for Local Disaster Abatement and Credits
	27-38	(6) Consider approval for a Pope/Swift MOU
9:04 a.m.		**Consider Approval of Commissioner warrants and review Auditor warrants**
9:05 a.m.		**Commissioner and Board reports**
9:25 a.m.		**County Administrator report**
9:30 a.m.		**Citizens Comments**
9:40 a.m.		**Liz Auch, Countryside Public Health**
		Countryside Public Health update
9:55 a.m.		**Amanda Ness, HR Coordinator**
	39	Consider approval of the appointment of a Deputy Recorder at Step 5
10:00 a.m.		**Catie Lee, Human Services**
	40-44	Consider review and approval of Policy
		Monthly update
	45-46	Human Services Fiscal Summary Update
10:15 a.m.		**Andy Albertson, Soil and Water Conservation District**
		Review Draft for Pomme de Terre Comprehensive Watershed Management Plan
10:30 a.m.		**Blair E Mace, Realty Specialist**
	47-53	Consider approval for certification of easement
10:45 a.m.		**Other Business**
	54-80	Master Agreement between the County of Swift and Law enforcement Labor Services, Inc. Local #10
11:00 a.m.		Fairfield Township
	81-83	Yellowstone Trail Alliance of Western Minnesota
11:20 a.m.		**Adjournment**

SWIFT COUNTY BOARD MINUTES
November 05, 2019

Chairman Hendrickx called the meeting to order at 9:00 AM. with all members present. Also present: County Administrator Kelsey Baker, County Attorney Danielle Olson, Terri Orr and other county employees.

Chairman Hendrickx asked if there were any changes or additions to the agenda. Commissioner Fox had one addition under Other Business, discuss fire numbers. There were no other changes.

11-05-19-01 Commissioner Rudningen moved and Commissioner Fox seconded to approve the agenda as amended. Motion carried unanimously.

11-05-19-02 Commissioner P. Peterson moved and Commissioner Rudningen seconded to approve the Consent Agenda items: (1) Minutes from the October 15, 2019 Regular Meeting, (2) Approval of CliftonLarsonAllen engagement letter, (3) Approval of Human Service Policies, (4) Approval of Human Service Contracts. Motion carried unanimously.

Chairman Hendrickx requested removal of a check, Twin Valley Tire Inc., $972.00.

11-05-19-03 Commissioner E. Pederson moved and Commissioner Fox seconded to approve the Commissioner warrants as follows with the above noted exception: County General Revenue, $158,581.18; Solid Waste Fund, $21,957.35; Road and Bridge, $79,277.49; County Ditches Fund, $33,119.86; County Health Insurance, $4,278.45.00; Upper Minnesota Watershed, $2,762.46; Region 6 West Agency, $11,139.69; Townships & Cities Agency, $2,078,023.67; Rural Development Agency Fund, $16,134.66; which includes the following bills over $2,000: Anoka County Treasury Office, $2,975.00; Bennett Office Technologies, $3,957.12; Bituminous Paving Inc., $7,490.99; Bolton & Menk, Inc., $9,522.50; Commerford Gravel Inc., $19,655.86; Contech Engineered Solutions LLC, $23,083.51; Fitbit Inc., $3,424.28; Geyer Recycling, $6,099.33; Life Insurance Company of North America, $2,092.48; Nygard Family Ltd Partnership, $15,000.00; Overholser Properties LLC, $3,250.00; Pioneerland Library System, $34,898.25; Southwest Minnesota Workforce Council, $2,815.00; Streichers, $2,648.71; Swift County Fair Association, $17,000.00; Swift County Historical Society, $18,962.00; Swift County HRA, $26,133.45; Swift County RDA, $16,134.66; Traffic Marking Service, Inc., $36,565.69; Treasurer, Appleton Township, $9,954.42; Treasurer, Benson Township, $6,030.33; Treasurer, Camp Lake Township, $9,943.63; Treasurer, Cashel Township, $4,876.61; Treasurer, City of Appleton, $700,227.73; Treasurer, City of Benson, $843,092.62; Treasurer, City of Clontarf, $36,175.23; Treasurer, City of Danvers, $30,187.31; Treasurer, City of DeGraff, $5,681.88; Treasurer, City of Holloway, $83,821.35; Treasurer, City of Kerkhoven, $141,121.13; Treasurer, City of Murdock, $60,031.16; Treasurer, Clontarf Township, $17,480.23; Treasurer, Dublin Township, $3,516.39; Treasurer, Edison Township, $3,198.39; Treasurer, Fairfield Township, $3,151.52; Treasurer, Hayes Township, $5,586.20; Treasurer, Hegbert Township, $9,332.27; Treasurer, Kerkhoven Township, $9,276.42; Treasurer, Kildare Township, $10,492.80; Treasurer, Marysland Township, $3,739.46; Treasurer Moyer Township, $5,741.74; Treasurer, Pillsbury Township, $9557.88; Treasurer, Shible Township, $4,378.66; Treasurer, Six Mile Grove Township, $8,733.28; Treasurer, Swenoda Township, $7,136.32; Treasurer, Tara Township, $2,381.72; Treasurer, Torning Township, $9,184.86; Treasurer, West Bank Township, $7,672.05; Tyler Techologies, Inc., $2,249.10; University of Minnesota, $18,444.99; Upper MN River Watershed District, $2,762.46; Upper MN Valley RDC, $11,139.69; VanHeuveln General Contracting Inc., $2,570.00; Waste Management Of WI-MN, $11,316.77; Widseth Smith Nolting & Association Inc., $3,260.00; Yellow Medicine County Jail, 9,019.96. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on HRA and Helping Hands Nurse Family Partnership. Commissioner E. Pederson reported on DAC, Census Committee, Computer Professional Technology, AMC District meeting and Historical Society. Chairman Hendrickx reported on Woodland Centers, AMC District meeting, Union Negotiations with ASCME, RDC and NACo Rural Impact County Challenge Action Learning Cohort (RICC). Commissioner Fox reported on Woodland Centers, Chippewa River Watershed, Pom de Terre Committee, Private Industry Council, Hospital Finance and AMC District meeting. Commissioner Rudningen reported on Prairie Lakes Youth Programs, Pioneerland Library, Union Negotiations with AFSCME , Dollar General, AMC District meeting, Technology Committee and Kerkhoven Strategic Planning meeting with the RDC.

Administrator Kelsey Baker reported on the Organizational Study, Building Committee, introduced Transfer Employee Beth Tolifson to Land Records, Online Reservations for Parks, Active Shooter training, Quarterly Technology meeting and 2020 Budget.

DRAFT

Scott Collins, Environmental Services Director requested approval of Environmental Services Tipping charge increase staring January 1, 2020.

11-05-19-04 Commissioner Rudningen moved and Chair Hendrickx seconded to approve Tipping fee increase from $80 to $100 per ton effective January 1, 2020. A lengthy discussion was held. Motion carried 4-1 with Commissioner P. Peterson opposing.

Amanda Ness, Human Resource requested approval of the appointment of an Assistant County Attorney at Step Five.

11-05-19-05 Commissioner Rudningen moved and Commissioner P. Peterson seconded to approve the appointment of Shawn Reinke as the new Assistant County Attorney at Step Five. A brief discussion was held. Motion carried unanimously.

County Treasurer Ron Vadnais updated the board on 3rd Quarter 2019 cash & investments.

County Auditor Kim Saterbak updated the board on 3rd Quarter 2019 Executive Department Budget Report.

Kristi Fernholz, UMV RDC Senior Planner requested approval of Swift County OHV Master Plan Contract.

11-05-19-06 Commissioner Rudningen moved and Commissioner Fox seconded to approve the Comprehensive Plan Funding for Swift County OHV. A brief discussion was held. Motion carried unanimously.

Commissioner Fox discussed having fire numbers installed in Swift County.

11-05-19-07 Commissioner Rudningen moved and Commissioner Fox seconded to have Highway Department install Fire numbers in Swift County. Motion failed 2-3 with Commissioners P. Peterson, E. Pederson and Fox opposing.

Chairman Hendrickx and all the Commissioners recommend moving forward with getting more information for fire numbers to be installed.

11-05-19-08 Commissioner P. Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 10:40 AM.

WITNESSED:

_____
Gary Hendrickx, Chair

ATTEST:

_____
Kelsey Baker, County Administrator

DRAFT

Request for Board Action

BOARD MEETING DATE:
November 19, 2019

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of Environmental Services' 2020-2021 MPCA Feedlot Delegation Agreement Work Plan	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: The Delegation Agreement states Swift County's Feedlot program's plans, strategies and goals for administration and implementation of the feedlot program.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING:

Review/Recommendation

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

Board Action

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

MPCA County Feedlot Program
Delegation Agreement Work Plan

Delegation Agreement Years:	2020-21
County:	Swift
County Feedlot Officer (CFO):	Scott Collins and Barry Bouwman
If CFO is employed solely by SWCD, list designated County employee who will sign permits/Grant Agreement:	
Telephone Number(s):	320-843-2356 & 320-424-0194
E-mail Address(es):	scott.collins@co.swift.mn.us & bbouwman54@gmail.com
Amendment Number:	

(Refer to Appendix A when completing this document.)

The revised rules adopted on October 23, 2000 and updated in January 2015, require a Delegated County (County) to prepare a Delegation Agreement that describes the County's plans, strategies and goals for administration and implementation of the Feedlot Program. This Delegation Agreement Work Plan satisfies the Minnesota Rule Chapter 7020 requirement that the Delegation Agreement must be reviewed and approved by the County and the Minnesota Pollution Control Agency (MPCA) annually.

The County will contact the MPCA to discuss potential changes to this Delegation Agreement Work Plan if the County is unable to meet any of the requirements. Agreed upon changes must be documented and incorporated into the Delegation Agreement Work Plan.

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

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

(a) Be involved in making preliminary or final decisions to issue a permit, authorization, zoning approval, or any other governmental approval for the feedlot; and

(b) Conduct or review inspections for the feedlot.

This MPCA County Feedlot Program Delegation Agreement Work Plan has been prepared by the County for the period of January 1, 2020 – December 31, 2021. The County agrees with the terms and conditions established in this Delegation Agreement Work Plan and will use feedlot grant funds in conjunction with the required local match dollars and in-kind contributions to carry out the goals, plans and minimum program requirements described herein. The County understands that this Delegation Agreement Work Plan will be reviewed by the MPCA after completion of the first year and, if necessary, be revised.	
Signature of Chair of Board of County Commissioners	Date

A. STRATEGIES

MN Rules 7020.1600, Subp. 3a. states a County must develop annual plans and goals in accordance with registration, inspection, compliance and owner assistance responsibilities as well as permit goals, complaint response and staffing levels.

Registration Strategy

1. Please indicate the method(s) the County will use to provide a feedlot owner with a registration receipt within 30 days of receiving registration information:
   a. A registration receipt letter or postcard
   b. An inspection letter that contains confirmation about registration/re-registration
   c. A permit and/or a permit cover letter that contains confirmation of registration/re-registration

The primary method used will be the registration receipt letter.

2. Please indicate the type of registration form used by the County.
   a. MPCA standard registration form. (County can use a Notice of Construction and/or permit application to register/re-register a site.) County can delete MPCA logo and instructions on where to send the form. Any additional county-specific data requested can be obtained using an additional registration form page or by modifying the form with MPCA approval.
   b. MPCA web-based registration system (when it becomes available).

Swift County uses the MPCA standard registration form and will help producers with web based reg.

3. Please describe how the County will address facilities that upon re-registration show an increase in animal units, a change or addition to animal types or a change or addition to manure storage (i.e. liquid storage not previously included).

A Compliance Inspection and re-registration will be done at any site where changes have been made or are planned. The County requires an engineer to be involved with any construction for liquid manure. All sites are reviewed for capacity and compliance when adding animal units.

NEW!

4. Please describe the strategy and timeline the County shall follow to address facilities that are not registered/re-registered in the current (items a, b, d) and/or prior (item c, d) four-year registration cycle.
   a. Register/re-register sites throughout the four year registration cycle and submit registration forms to MPCA master file staff within **60 days** of receipt (may exceed 60 days if there is a waiver, in writing, as it pertains to permits in Statute 15.99)
   b. Register/re-register sites early in the fourth year of the registration cycle and submit registration forms to MPCA master file staff within **60 days** of receipt (may exceed 60 days if there is a waiver, in writing, as it pertains to permits in Statute 15.99)
   c. Sites required to be registered that do not have a current registration (registered prior to January 1, 2014) will be inspected or contacted to verify animal numbers so registration can be updated and submitted to MPCA master file staff within **60 days** of receipt (may exceed 60 days if there is a waiver, in writing, as it pertains to permits in Statute 15.99)
   d. Other (describe below)

Swift county will continue to use the four year registration cycle and submit the forms to MPCA within a month of receipt. Re-registrations will be done at any time updates are needed.

Inspection Strategy

For assistance with completing this part of the Delegation Agreement Work Plan please see Appendix A. A County must have an inspection strategy for the purpose of identifying pollution hazards and determining compliance with discharge standards, rules and permit conditions.

NEW! Required Inspection Strategies

Strategy	2020	2021
Conduct inspections at existing sites that have submitted permit applications proposing construction or expansion to ensure that the appropriate permit is issued.	Yes ☒ No ☐	Yes ☒ No ☐

NEW! The County's inspection strategy shall include goals for conducting a **majority** of inspections at high risk/high priority sites. The strategy may also include goals for low risk/low priority sites. The County may choose from the provided examples and/or write an alternative strategy in the space provided below.

HIGH RISK/HIGH PRIORITY SITES

- *a) Sites within shoreland, a Drinking Water Supply Management Area (DWSMA), Watershed Restoration and Protection Strategy (WRAPS), a TMDL and/or BWSR One Watershed One Plan (1W1P). (See Appendix A for 1W1P link.)*
- *b) Sites that have open lot area(s) without runoff controls.*
- *c) Sites that have never been inspected that fall into item a) and b).*
- *d) Sites that, according to previous inspections, have not been maintaining adequate land application records and/or manure management plans.*
- *e) Sites constructing Manure Storage Areas (MSA) and open lot runoff controls.*
- *f) Conduct phosphorus inspections within a formally designated area such as a TMDL, WRAPs or BWSR 1W1P. (See Appendix A for BWSR 1W1P link.)*
- *g) Conduct in-field land application inspections within a formally designated area such as a TMDL, WRAPs or BWSR 1W1P. (See Appendix A for BWSR 1W1P link.)*
- *h) Alternative Strategy*

LOW RISK/LOW PRIORITY SITES

- *a) Sites within a specified size category (i.e. 300 – 499 AU). Please specify.*
- *b) Sites within a watershed, township or other formally designated area.*
- *c) Conduct phosphorus inspections within a specific watershed, township or other formally designated area.*
- *d) Conduct in-field land application inspections within a specific watershed, township or other formally designated area.*
- *e) Conduct phosphorus inspections as part of a compliance inspection.*
- *f) Conduct in-field land application inspections as part of a compliance inspection or at non-NPDES sites >300 AU.*
- *g) Conduct inspections at all sites in the County on a five year or less rotating basis.*
- *h) Conduct inspections at sites required to be registered that have never been inspected*
- *i) Alternative Strategy*

Inspection Strategies

Inspection Strategy	Inspection Goal 2020*	Inspection Goal 2021*
Sites that have not been inspected and have open lots without runoff controls.	*4*	*4*
Sites that do not have current records or updated MMP's	*4*	*4*
Conduct inspections at sites over 300 au that need MMP's done or updated.	*4*	*4*
Inspect sites that do not have a compliance inspection in the file.	*4*	*4*
Total	*16*	*16*

**Enter the number of inspections the County predicts will be completed for each category.*

Note: Numbers entered for in-field land application goals must be quantified by feedlot sites and not individual farm fields.

NEW! At least seventy five percent (75%) of inspection data shall be entered into Tempo within 90 days of the inspection. The remaining twenty five percent (25%) (or less) of inspection data shall be entered within 120 days of the inspection. Minimally funded counties may enter data less frequently.

☒ Yes I agree ☐ No I do not agree (discuss with MPCA staff)

Please describe the type of documentation the County will use to document inspections by inspection type.

NEW! See Appendix A for newly required documentation.

Compliance Inspection: Checklist, aerial maps, photos taken, Inspection letter, N&P rate worksheet, Copy of representative sample of MMP & current records.
Construction Inspection: notes, camera photos, checklist detailing work at site.
Complaint Inspection: camera photos, notes of contact with producer, Letter detailing any violation
Phosphorus/Desk-top Nitrogen & Phosphorus Record Inspection: checklist, MMP, records sheet, letter
In-Field Land Application Inspection: camera photos, review records & MMP, checklist, letter, notes
Stockpile Inspection: notes, camera photos, Inspection checklist, MMP and records check, Inspection results letter.

Compliance Strategy

1. Please state the various method(s) and practice(s) the County will use in response to **compliance inspections** that result in non-compliance:
    a. Include corrective actions with completion deadlines in the inspection results notification letter.
    b. Issue a Letter of Warning (LOW) or a Notice of Violation (NOV) that will include corrective actions and deadlines.
    c. Issue an interim permit that includes timelines for corrective actions.
    d. Other (describe below)

a & c will be used to correct non-compliance and LOW's when the situation warrants it.

2. Please indicate the various method(s) and practice(s) the County will use in response to **land application inspections** that result in non-compliance:
    a. Address non-compliance at the same time the facility non-compliance is addressed. See above.
    b. Include corrective actions with completion deadlines in the inspection results notification letter.
    c. Issue an LOW or NOV that will include corrective actions and deadlines.
    d. Other (describe below)

b. Corrective actions will be included in the notification letter and the inspection report will detail the findings of the land application inspection. LOW's are used where a land application is a discharge issue and setbacks are not followed.

NEW!

3. Notification of inspection results, including corrective action(s) and completion deadlines, shall be sent to feedlot owners. For compliance inspections and/or desktop N & P record reviews the notification of results will be sent to feedlot owners within 30 days of a compliance determination. County intends to follow-up with feedlot owners to evaluate progress.
    ☒ Yes I agree ☐ No I do not agree (discuss with MPCA staff)

NEW!

4. Explain how the County will escalate enforcement action when progress is not being made on corrective actions.

The County lays out a plan with timelines that are reasonable to achieve compliance and assists with locating resources that are needed. Interim measures to prevent discharges are

required as a first step in a corrective action plan. When steps are not taken to correct an identified compliance issue the Environmental Services staff will consult on action to be taken including issuance of an Interim Permit, Notice of Violation and consultation with MPCA on necessary action that is needed. Swift County recently took action to depopulate a feedlot, remove all manure and bring a compliance plan to the County before use of the feedlot resumes. This strategy is supported by the County and will be used when major non-compliance involves discharge to waters of the state.

Owner Assistance Strategy

1. Please describe the type and number of activities you plan to conduct and how you will track the number of producers reached. (Example: group education events; newsletters; newspaper articles; producer surveys; distribution of manure sample containers; help with MMP writing.)

Type: Producer meetings to assist with MMP's, record keeping and general feedlot assistance and info.
Number: One per year
How tracked: Sign in sheets are used at meetings and kept for the year's records.

B. DELEGATED COUNTY MPRs

MN Stat. 116.0711 Subd. 2. (c) states that 25% of the total appropriation must be awarded according to the terms and conditions of the following MPRs.

Inspection MPRs

A County must inspect seven percent (7%) or more of their State required registered feedlots annually, as determined by the table in Appendix B, to be eligible for the Inspection MPR award. A compliance inspection, a construction inspection, a desk-top nitrogen and phosphorus record inspection or an in-field land application inspection may only count once towards the minimum seven percent inspection rate. A second inspection done at the same site in the same year would be counted towards performance credits. At least half of the seven percent (7%) inspections should be compliance inspections. The remaining half can be a combination of construction inspections, desk-top nitrogen and phosphorus record inspections or in-field land application inspections.

Inspection MPRs	Jan. 1 – Dec. 31, 2020	Jan. 1 –Dec 31 2021
1. **Agency-approved number of feedlots required to be registered by the State.** (*Enter the number of feedlots for your County found in Appendix B.)*	155	155
2. **County–Agency agreed upon inspection rate.** (*Enter "7%" for 2020 and 2021 unless a different inspection rate percentage was negotiated.*)	10%	10%
3. **NEW! County–Agency agreed upon inspection number for the identified time period.** *(Calculate 7% of the number from item 1 and if not a whole number, round up to the nearest 0.5 and enter it here. Example: 12.0 =12.0, 12.1 thru 12.5 = 12.5, 12.6 thru 12.9 = 13.0)*	15.5	15.5

Non-Inspection MPRs

Registration MPRs	YES	NO

1. The County will register and maintain registration data in the Tempo database (MN R. Ch. 7020.0350 Subp. 1 and 7020.1600, Subp. 2. C). *A County program review should indicate that the County uses the MPCA feedlot registration form and the County updates Tempo by sending the registration information from registration forms, Notice of Construction forms and permit applications to MPCA master file staff within 60 days **(NEW!)** of receiving registration information. Tempo fields that must be updated include shoreland status and DWSMA as agreed by FMT-MACFO, 2013.* *Instructions for entering registration information into Tempo are available in Tempo HELP/Feedlot folder/CFO Feedlot folder/Instructional Exercises folder/"How to register feedlots and enter data in tempo.docx".*	☒	☐
2. The County issues a registration receipt to the feedlot owner within 30 days of receipt of registration information (7020.0350, Subp. 5). *A file review should indicate the County has fulfilled the registration receipt requirement as stated in their Delegation Agreement Work Plan Registration Strategy.*	☒	☐
NEW! The County acknowledges the following: a. The MPCA will run a report on or about January 30, 2022 to determine the number of feedlots the County will receive funding for during 2023 and 2024. b. In order for feedlot sites to count for funding purposes for 2023 and 2024 they must: • Have a locked registration in Tempo, • Have a registration Effective Start Date of January 1, 2018 or later, and • Be required to register: 10 or more AU in shoreland areas or 50 or more AU outside shoreland areas. c. Feedlot sites will **not** count for funding purposes for 2023 and 2024 if they: • Do not have a locked registration in Tempo even if they are required to be registered, • Do not have a current registration Effective Start Date (i.e. It is dated January 1, 2018 or earlier), or • Have less than 10 AU in shoreland areas or less than 50 AU in areas outside of shoreland even if the previous registration contained animal numbers that required registration and/or the date they last had animals was within five (5) years prior to January 1, 2022.	☒	

Inspection MPRs	**YES**	**NO**
3. The County maintains a record of all compliance inspection results, including land application inspections, conducted at feedlots required to be registered. At a minimum, counties must maintain on file (electronic or paper) inspection documentation as outlined in Appendix A **(UPDATED!)** (7020.1600, Subp. 2. H.). *A file review should indicate that the County uses and maintains on file inspection documentation as stated in their Delegation Agreement Work Plan Inspection Strategy.*	☒	☐

4. **NEW!** The County enters data from all feedlot inspections at feedlots required to be registered into Tempo by no later than February 1 of the year following the end of the program year (7020.1600, Subp. 2. H.) **and** at least seventy five percent (75%) of inspection data shall be entered into Tempo within 90 days of the inspection. The remaining twenty five percent (25%) (or less) of inspection data shall be entered within 120 days of the inspection. Minimally funded counties may enter data less frequently. *A Tempo database query should indicate that inspection checklist data was entered into Tempo within required parameters.* *Instructions for entering an inspection into Tempo are available in Tempo HELP/Feedlot folder/CFO Feedlot folder/Instructional Exercises folder/"Exercise 7. Inspection county.docx" and Tempo HELP/Feedlot folder/CFO Feedlot folder/"Tempo-over all compliance guidance-CFO.docx".)*	☒	☐
NEW! The County acknowledges the following: a. For inspections to count toward the required seven percent (7%) inspection rate they must: • Be at sites that are required to register, • Have a locked inspection in Tempo, and • Occurred during the CFO Annual Report reporting year. * If **at the time of inspection** a site has a current (January 1, 2014 or later) locked registration with animal numbers that require registration (10 or more AU in shoreland or 50 or more AU outside of shoreland) and as a result of the inspection the registration information is updated to animal numbers that no longer require registration, the inspection shall count toward the seven percent (7%) inspection rate. b. Inspections at feedlot sites will **not** count toward the required seven percent (7%) inspection rate if: • Inspection information is not entered into Tempo, or • Inspections entered into Tempo are not locked.	☒	
5. The County's Inspection Strategy has been approved by the agency (7020.1600, Subp. 3a.B.(1-2)). *The County's CFO Annual Report should indicate the County initiated inspection plans and goals as stated in their Delegation Agreement Work Plan Inspection Strategy.*	☒	☐

Compliance MPRs	YES	NO
6. **NEW!** The County will notify the producer, in writing or via e-mail, of the results of any inspection. The notification must include a completed copy of the Minnesota Feedlot Inspection Checklist (7020.1600, Subp. 3a.B. (5)(a)). For compliance and desktop N & P inspections the written or e-mailed inspection notification shall be within 30 days of a compliance determination. *A file review should indicate the County has notified the producer(s) of compliance inspection results. Notification must be in writing or via e-mail.*	☒	☐

7. The County will bring feedlot operations into compliance through the implementation of scheduled compliance goals as stated in the County's Delegation Agreement Work Plan Compliance Strategy (7020.1600, Subp. 3a.B.(5)). *A file review should indicate that the County brought non-compliant feedlots into compliance as stated in their Delegation Agreement Work Plan Compliance Strategy.*	☒	☐
8. The County maintains documentation and correspondence for any return to compliance from a documented non-compliance status (7020.1600, Subp. 2.H.). *When a County records a corrective action in Tempo the file should contain documentation verifying the corrective action. Tempo should indicate that the audit data screen is correctly filled out for partial or complete upgrades and/or the Violations screen in Tempo has been updated to reflect the return to compliance.*	☒	☐

Permitting MPRs	**YES**	**NO**
9. The County will issue permits within the 60/120 day time period according to Minn. Stat. 15.99 (7020.0505, Subp. 5.C.). *A file review should indicate that the County date stamps all application components and, if applicable, uses letters to notify producers of incomplete applications. An application component received by the County electronically (via e-mail) does not need a date stamp provided the dated e-mail is saved with the document.*	☒	☐
10. The County will make sure all permit applications are complete (7020.1600, Subp. 2.C.). *A file review should indicate that the County uses an agency-approved application checklist and that application information is complete and accurate as verified through the use of the application checklist.*	☒	☐
11. The County will ensure producer compliance with required notifications (7020.2000, Subp. 4 and Subp. 5). *Public notifications for new or existing feedlots with a capacity of ≥500 AU proposing to construct or expand must include the following information:* *a. Owner(s) name(s) or legal name of the facility;* *b. Location of facility - county, township, section, quarter section;* *c. Species of livestock and total animal units;* *d. Types of confinement buildings, lots, and areas at the animal feedlot; and* *e. Types of manure storage areas.* *Public notification is completed by equal or greater notification of one of the following:* *a. Newspaper (affidavit in file);* *b. Delivery by mail or in person; or* *c. As part of a county/township permitting process (Conditional Use Permit);* *d. A copy of the newspaper including date of publication;* *e. A printed copy of the notification from the newspaper website including date of publication.*	☒	☐
12. The County will issue the appropriate permit after completion of required notifications (7020.2000, Subp. 4, 5). *A file review should indicate that permits have been issued more than twenty (20) business days after public notifications.*	☒	☐

13. The County will ensure that MMP (manure management plan) conditions have been met according to 7020.2225, Subp. 4.D. prior to permit issuance (7001.0140). *A file should contain a MMP and a completed MMP checklist for any interim permit issued for a site >100 AU; a MMP and a completed MMP for any CSF permit issued for a feedlot where manure is non-transferred over 300 AU; and a completed copy of the document "MMP When Ownership of Manure is Transferred" for a feedlot ≥300 AU where manure is transferred. A file review will confirm that a copy of the MMP checklist is in the permit file and verify that the MMP is complete, accurate and meets feedlot rule requirements as verified through the use of the MMP checklist.*	☒	☐
14. The County will ensure that a producer who submits a permit application that includes a liquid manure storage area (LMSA) meets the requirements in 7020.2100. *A file review should indicate that the County uses an agency-approved LMSA checklist and that LMSA plans and specifications are complete, accurate and meet feedlot rule requirements as verified through the use of the LMSA checklist.*	☒	☐
15. The County will ensure that any pollution problem existing at a producer's site will be resolved before the permit is issued or will be addressed by the permit (7020.0535 Subp.7. and 7001.0140). *A file review should indicate the County issues interim permits in appropriate situations and conducts an inspection at existing sites prior to permit issuance.*	☒	☐

Complaint Response MPR	**YES**	**NO**
16. The County maintains a record of all complaint correspondence. (7020.1600, Subp. 2.H. and Subp. 2.J.(6)) *The County maintains a complaint log and promptly reports to the MPCA any complaints that represent a possible health threat, a significant environmental impact or indicate a flagrant violation.* *The complaint log should include:* *a. Type of complaint;* *b. Location of complaint;* *c. Date and time complaint was made;* *d. Facts and circumstances related to the complaint; and* *e. A statement describing the resolution of the complaint.*	☒	☐

Owner Assistance MPR	**YES**	**NO**
17. The County's Owner Assistance Strategy has been approved by the agency. (7020.1600, Subp, 2.J.(5) and Subp. 3a.B.(7)) *A review should indicate the County initiated their plan as stated in their Delegation Agreement Work Plan Owner Assistance Strategy.*	☒	☐

Staffing Level and Training MPR	**YES**	**NO**

18. The CFO (and other feedlot staff) attend training necessary to perform the duties of the feedlot program and is consistent with the agency training recommendations. (7020.1600, Subp. 2.K.) *The County should complete a minimum of 18 continuing education units (CEUs). Each unit consists of one hour of training related to MN Rules Ch. 7020 competency areas: regulating new construction, conducting inspections and evaluating compliance, handling complaints and reported spills, responding to air quality complaints, resolving identified pollution problems, communicating with farmers and the agricultural community.*	☒	☐

Air Quality MPR	YES	NO
19. The County maintains a record of all notifications received from feedlot owners claiming air quality exemptions including the days exempted and the cumulative days used. (7020.1600, Subp. 2.I.) *The County should maintain a pumping notification log. The log should include:* *a. Names of the owners/legal facility name;* *b. Location of the facility (county, township, section, quarter);* *c. Facility permit number; and* *d. Start date and number of days to removal.*	☒	☐

Web Reporting Requirement	YES	NO
20. The County maintains an active website listing detailed information on the expenditure of County program grant funds and measureable outcomes as a result of the expenditure of funds. (86th Legislature, 2009 MN Session Laws, Chapter 37 – H. F No. 2123, Article 1, Section 3, Subdivision 1) *As of July 1 of the current program year the CFO Annual Report and MPCA Financial Report from the previous program year should be posted on the County's website.* *https://www.revisor.mn.gov/laws/?year=2009&type=0&doctype=Chapter&id=37*	☒	☐

2020 County Feedlot Program
Delegation Agreement Work Plan Review

A. County Resource Request (Request any resources the MPCA can provide to help administer the County feedlot program in your County.)

_____

MPCA Response to County Resource Request

_____

B. Documentation of Delegation Agreement Work Plan Revisions and/or Alternate Methods for Meeting MPRs (Any Delegations Agreement Work Plan revisions, including alternate methods for meeting MPRs agreed to by MPCA and the County, must be documented here.)

_____

C. Delegation Agreement Approval

The 2020 Delegation Agreement Work Plan has been reviewed and satisfactorily addresses Delegation Agreement Work Plan requirements. ☐ Yes ☐ No

The comments as recorded above, together with the signatures of represented parties, constitute that review of the Delegation Agreement Work Plan has been conducted and agreement of County duties and strategies by the MPCA and the County for the January 1 – December 31, 2020 period has been achieved.			
		County Feedlot Officer	
		Signature of County Feedlot Officer	Date
		MPCA County Feedlot Program Development Lead	
		Signature of MPCA County Feedlot Program Development Lead	Date

Amendment:_____

_____

_____

2021 County Feedlot Program
Delegation Agreement Work Plan Review

A. **County Resource Request** (Request any resources the MPCA can provide to help administer the County feedlot program in your county.)

_____

MPCA Response to County Resource Request

_____

B. **Documentation of Delegation Agreement Work Plan Revisions and/or Alternate Methods for Meeting MPRs** (Any Delegation Agreement Work Plan revisions, including alternate methods for meeting MPRs agreed to by MPCA and the County, must be documented here.)

_____

C. **Delegation Agreement Approval**

The 2021 Delegation Agreement Work Plan has been reviewed and satisfactorily addresses Delegation Agreement Work Plan requirements. ☐ Yes ☐ No

The comments as recorded above together with the signatures of represented parties constitute that review of the Delegation Agreement Work Plan has been conducted and that agreement of County duties and strategies by the MPCA and the County for the January 1 – December 31, 2021 period has been achieved.			
		County Feedlot Officer	
		Signature of County Feedlot Officer	Date
		MPCA County Feedlot Program Development Lead	
		Signature of MPCA County Feedlot Program Development Lead	Date

Amendment:_____

_____

_____

Appendix A

2020–21 Delegation Agreement Work Plan Guidance

This Delegation Agreement Work Plan applies to feedlots that are required to be registered under MN R. Ch 7020.

If a Delegated County (County) will not be able to meet their registration, inspection, compliance and/or owner assistance strategies during the year the County needs to communicate this with the MPCA in a timely manner and work with MPCA to determine an acceptable alternative. If a County is unable to achieve the strategies of the Delegation Agreement Work Plan they risk losing funding. A County that does not meet the minimum seven percent inspection rate may be at risk for losing funding.

TYPES OF INSPECTIONS

Please refer to the Minnesota Feedlot Inspection Checklist (Checklist) to learn more about a feedlot inspection.

Compliance Inspection is an onsite, full facility inspection during which all parts of the feedlot are inspected. When inspecting a site registered for ≥100 AU the nitrogen section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE Compliance Inspection* as the Compliance Evaluation Type and load applicable checklist.

Construction Inspection is an onsite inspection completed at a feedlot site that is constructing. A construction inspection typically involves just inspecting the construction activity that is taking place and does not require inspection of other parts of the feedlot. When entering an inspection of this type into Tempo select *FE Construction Inspection* as the Compliance Evaluation Type and load applicable checklist.

Complaint Inspection is an inspection conducted in response to a complaint. A complaint inspection typically involves just inspecting the portion of the feedlot, land application site, manure stockpile or other areas relating to the complaint and does not require inspection of any other area not directly related to the complaint. When entering an inspection of this type into Tempo select *FE Complaint Inspection* as the Compliance Evaluation Type.

Stockpile Inspection is an onsite inspection conducted to inspect one or more stockpiles. A stockpile inspection typically involves just inspecting the portion of the feedlot relating to the stockpile(s) and does not require inspection of other parts of the feedlot. The stockpile section(s) of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE Stockpile Inspection* as the Compliance Evaluation Type and load the applicable checklist portions.

Land Application Inspections

- **Phosphorus Inspection** is an inspection of the phosphorus portion of land application records that is conducted in conjunction with a compliance inspection of a site registered for ≥ 300 AU. The phosphorus section of the Checklist must be filled out for the inspection to be complete. **NOTE:** The number of years of records reviewed needs to meet the minimum of the crop rotation (i.e. C*/SB = two years, C/C/SB = three years, O/H/H/H/C/C/C = 7 years.) When entering an inspection of this type in Tempo both *FE Compliance Inspection* and *FE Phosphorus* are selected as Compliance Evaluation Types and load the applicable checklist. (*C = Corn, SB = Soybean, O = Oats, H =Hay)

- **Desktop Nitrogen & Phosphorus Record Review** is an inspection of both nitrogen and phosphorus land application records of a site registered for ≥ 300 AU. This is an independent inspection conducted without inspecting other parts of the feedlot. The nitrogen and phosphorus sections of the Checklist must be filled out

for the inspection to be complete. This inspection typically would be conducted in the office after requesting and receiving application records but it could also be conducted onsite. When entering an inspection of this type into Tempo select *FE Desk-top Nitrogen & Phosphorus Record Inspection* as the Compliance Evaluation Type and load the applicable checklist. **NOTE:** Desk-top Phosphorus records reviews must be completed in the same manner as described in the Phosphorus inspection above.

- **In-field Land Application Inspection** is an onsite/in-field inspection that focuses on land application practices including but not limited to discharges and setback requirements. The inspection should include a review of the MMP as applicable. The in-field land application inspection section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE In-field Land Application Inspection* as the Compliance Evaluation Type and load the applicable checklist.

A Special Note about Inspections at Facilities Designated as a Large CAFO or Operating Under an NPDES or SDS Permit

County inspections conducted at NPDES/SDS/CAFO sites DO NOT count towards the minimum seven percent (7%) inspection rate. If the inspection was requested of the County by MPCA feedlot program staff the County can add that inspection to the CFO Annual Report to obtain performance credits.

INSPECTION DOCUMENTATION

Required

Each compliance inspection must be documented. A Checklist must be used for all compliance inspections as applicable (MPR #3). The results of compliance and land application inspections are to be documented and communicated in writing or via e-mail to the feedlot owner. For compliance inspections and desktop N & P record reviews results are to be communicated to the feedlot owner within 30 days of a compliance determination (MPR #6). It is not necessary to document and communicate results to the feedlot owner for a construction or complaint inspection unless compliance issues are discovered as a result of the inspection. Both the Checklist and the written communication of inspection results to the feedlot owner need to be either in the County's file or uploaded into Tempo.

NEW!

For c**ompliance** inspections at feedlot sites with ≥300 AU where **manure application records are kept**, documentation in the file must include:

- The Checklist,
- Written communication of the inspection results,
- A copy or photo of a representative sample of manure application records that were evaluated. Examples include: manure and soil sample results, field maps with application rates, MPCA Manure Planner. (This is not tied to an MPR.),
- The County's evaluation of nitrogen rates (i.e. nitrogen rate worksheet). Include documentation used to make a nitrogen determination. (This is not tied to an MPR.), and
- The County's evaluation of phosphorus rates (i.e. phosphorus rate worksheet), if an optional phosphorus inspection is conducted in conjunction with a compliance inspection. (This is not tied to an MPR.)

The County can also include additional items (photos, site map, etc.) as part of the inspection file if they determine it is applicable or necessary to document the inspection.

NEW!

For **Compliance** inspections at feedlot sites with 100 -299 AU where **manure application records are required to be kept**, documentation in the file must include:

- The Checklist,
- Written communication of the inspection results,

- The County's evaluation of nitrogen rates (i.e. nitrogen rate worksheet). Include documentation used to make a nitrogen determination. (This is not tied to an MPR.), and
- The County's evaluation of phosphorus rates (i.e. phosphorus rate worksheet), if an optional phosphorus inspection is conducted in conjunction with a compliance inspection. (This is not tied to an MPR.)

The County can also include additional items (photos, site map, etc.) as part of the inspection file if they determine it is applicable or necessary to document the inspection.

NEW!

For **Desk-Top N & P** inspections documentation in the file must include:

- The Checklist,
- Written communication of the inspection results,
- A copy or photo of a representative sample of manure application records that were evaluated (This is not tied to an MPR).
- The County's evaluation of the nitrogen rates (i.e. nitrogen rate worksheet). (This is not tied to an MPR).
- The County's evaluation of phosphorus rates (i.e. phosphorus rate worksheet). (This is not tied to an MPR).

The County can also include additional items as part of the inspection file if they determine it is applicable or necessary to document the inspection.

For Compliance inspections at feedlot sites where manure application records are **not** required to be kept (sites with less than 100 AU) and other types of inspections, documentation in the file must include the Checklist, written communication of inspection results to the feedlot owner (within 30 days of a compliance determination for compliance and desktop N&P inspections) and <u>at least one of the following suggested pieces of documentation.</u>

Suggested

The following are suggestions for documenting an inspection. This documentation should be either in the County's file or uploaded into Tempo.

- **Compliance Inspection** – aerial photos, maps, camera photos, notes (on non-compliance),
- **Construction Inspection** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, as-built documentation
- **Complaint Inspection** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results
- **Stockpile Inspection** - aerial photos, maps, camera photos, notes, locations of nearby sensitive features requiring setbacks, soil information (slope/depth to seasonal water table/texture).
- **Land Application Inspections** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results

For all inspection types <u>except</u> Construction and Complaint:

- Checklist must be used.
- Results must be entered in Tempo.
- A follow-up letter needs to be sent to the feedlot owner. The letter should include Checklist section(s) where non-compliance was identified (or a copy of the entire Checklist) and corrective actions/time frames for addressing non-compliance if applicable. For Compliance and Desk-Top N & P inspections the follow-up letter is to be sent to the producer within 30 days of compliance determination.
- Inspection documentation needs to be in County files or uploaded into Tempo.

For Construction and Complaint inspections:

- Inspection checklist can be used.

- Results must be entered in Tempo.
- Inspection documentation should be in County files or uploaded into Tempo.

HOW INSPECTIONS COUNT TOWARDS THE MINIMUM SEVEN PERCENT (7%) INSPECTION RATE

Compliance and construction Inspections count toward the minimum 7% inspection rate, each as one (1) inspection.

Desktop Nitrogen & Phosphorus Record Review (conducted independent of a compliance inspection) at a feedlot site >300 AU counts as one (1) inspection. Credit will be given only if there are records available and if those records are sufficient to meet the nitrogen record requirement first and then the phosphorus record requirement second. Therefore, looking at both nitrogen and phosphorus records during a desk-top nitrogen and phosphorus inspection counts as one (1) inspection.

In-field Land Application Inspection at a feedlot site that is required to be registered or at a feedlot site that receives manure from a site required to be registered counts as one half (0.5) an inspection. In order for the in-field land application inspection to count towards the minimum 7% inspection rate, the feedlot that is the source of the manure should not be considered a large CAFO or operating under an NPDES or SDS permit.

It is important to note that only one inspection can be counted toward the minimum 7% inspection rate for any given feedlot site during the program year. For example, if a County completes a compliance inspection and an in-field land application inspection at the same feedlot site during the same program year, the in-field land application inspection cannot be counted towards the minimum 7% inspection rate. However, any additional inspections completed for the same feedlot site during the same program year may count towards performance credits.

INSPECTION STRATEGY

As part of developing a realistic inspection strategy the County needs to consider all of their strategies (compliance and land application) and the time commitment required. The County should not design their inspection goals to simply meet the minimum 7% inspection rate. Rather, the County is urged to set inspection goals according to their inspection needs such as feedlots that have never been inspected. The County needs to be realistic with their inspection strategy because they will be required to initiate and work towards these strategy goals (MPR #5).

Recommended Approach for Developing an Inspection Strategy

Step 1. The first step is to calculate the number of feedlots the County intends to inspect annually. The County needs to set a goal of inspecting at least 7% of the total number of feedlots required to be registered in the County. Given this formula, a County with 300 feedlots would need to conduct 21 compliance inspections or a combination of 21 compliance/construction/desk-top nitrogen and phosphorus record/in-field land application inspections annually. One in-field land application inspection counts as one half (0.5) inspection towards the minimum 7% inspection rate.

Step 2. The second step is to decide how many inspections the County can conduct in each of the high risk/low risk categories over the next two years. Counties are encouraged to inspect sites in the BWSR One Watershed One Plan (see link below). Remember that inspections require follow-up and possible enforcement for non-compliant sites. Follow-up calls, letters, assistance and enforcement do not count towards the minimum 7% inspection rate.

BWSR ONE WATERSHED ONE PLAN (1W1P)

1W1P website link: *http://bwsr.state.mn.us/planning/1W1P/index.html*

Appendix B

2020 County Program Base Grant Award Feedlot Number

Big Stone	51	$7,500	$7,500		$7,500
Blue Earth	353	$27,152	$27,152	$11,921	$39,073
Brown	372	$28,614	$28,614	$12,562	$41,176
Carver	190	$14,615	$14,615	$6,416	$21,031
Clay	89	$6,846	$6,846	$3,006	$9,852
Cottonwood	233	$17,922	$17,922	$7,868	$25,790
Douglas	322	$24,768	$24,768	$10,874	$35,642
Faribault	293	$22,537	$22,537	$9,895	$32,432
Fillmore	597	$45,921	$45,921	$20,161	$66,082
Freeborn	245	$18,845	$18,845	$8,274	$27,119
Goodhue	496	$38,152	$38,152	$16,750	$54,902
Houston	354	$27,229	$27,229	$11,955	$39,184
Jackson	317	$24,383	$24,383	$10,705	$35,088
Kandiyohi	389	$29,921	$29,921	$13,137	$43,058
Kittson	18	$7,500	$7,500		$7,500
Lac Qui Parle	185	$14,230	$14,230	$6,247	$20,477
Lake of the Woods	25	$7,500	$7,500		$7,500
Le Sueur	158	$12,153	$12,153	$5,336	$17,489
Lincoln	402	$30,921	$30,921	$13,576	$44,497
Lyon	272	$20,922	$20,922	$9,185	$30,107
Marshall	38	$7,500	$7,500		$7,500
Martin	520	$39,998	$39,998	$17,560	$57,558
McLeod	300	$23,076	$23,076	$10,131	$33,207
Meeker	287	$22,076	$22,076	$9,692	$31,768
Morrison	612	$47,074	$47,074	$20,667	$67,741
Mower	342	$26,306	$26,306	$11,549	$37,855
Murray	435	$33,460	$33,460	$14,690	$48,150
Nicollet	302	$23,229	$23,229	$10,199	$33,428
Nobles	463	$35,613	$35,613	$15,636	$51,249
Norman	49	$7,500	$7,500		$7,500
Pennington	44	$7,500	$7,500		$7,500
Pipestone	447	$34,383	$34,383	$15,095	$49,478
Polk	76	$5,846	$5,846	$2,567	$8,413
Pope	138	$10,615	$10,615	$4,660	$15,275
Red Lake	46	$7,500	$7,500		$7,500
Renville	278	$21,383	$21,383	$9,388	$30,771
Rice	244	$18,768	$18,768	$8,240	$27,008
Rock	509	$39,152	$39,152	$17,189	$56,341
Stearns	1,447	$111,302	$111,302	$48,865	$160,167
Steele	239	$18,384	$18,384	$8,071	$26,455
Stevens	125	$9,615	$9,615	$4,221	$13,836
Swift	155	$11,922	$11,922	$5,234	$17,156
Todd	797	$61,304	$61,304	$26,915	$88,219
Traverse	39	$7,500	$7,500		$7,500
Wadena	81	$6,230	$6,230	$2,735	$8,965
Waseca	232	$17,845	$17,845	$7,835	$25,680
Watonwan	186	$14,307	$14,307	$6,281	$20,588
Winona	522	$40,152	$40,152	$17,628	$57,780
Wright	248	$19,076	$19,076	$8,375	$27,451
Yellow Medicine	249	$19,153	$19,153	$8,409	$27,562

Request for Board Action

BOARD MEETING DATE:
November 19, 2019

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the Countryside Public Health Annual Contract	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Authorization by the Board of Commissions is required for Swift County to sign a legal agreement
BACKGROUND/JUSTIFICATION: We contract with Countryside Public Health on an annual basis. This contract will cover from January 1, 2020 until December 31, 2020. We contract with Countryside public to conduct compliance checks on the tobacco retailers in Swift County. These mandatory compliance checks are conducted in order to ensure that County retail establishments are not selling tobacco products to minors. The fee charged by Countryside Public Health has remained the same as last year – one hundred twenty-five dollars ($125) per retail establishment. We have developed a good working relationship with Countryside Public Health and have been pleased with their work.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: Has been submitted for review	RECOMMENDATIONS: Click here to enter text.
COMMENTS: None	COMMENTS: None

AGREEMENT

THIS AGREEMENT is effective **January 1, 2020** between **Swift County**, hereinafter called County, and Countryside Public Health.

WHEREAS, City/County has a Tobacco Ordinance/Tobacco retailor ordinance which requires yearly, mandatory compliance checks of tobacco retailers in the City/County and

WHEREAS, these mandatory compliance checks are to be conducted in order to ensure that City/County retail establishments are not selling tobacco products to minors, and

WHEREAS, Countryside Public Health is in the business of providing compliance check services to Cities and Counties that issue tobacco licenses to retail establishments in their jurisdiction.

NOW, THEREFORE, in consideration thereof, the parties hereto agree as follows:

1. County agrees to retain Countryside Public Health for the purpose of assisting the City Police Department and/or County Sheriff Department with compliance checks.

2. Countryside Public Health will conduct compliance checks and administer all services necessary to successfully implement the compliance checks program including but not limited to:
    - Recruitment and training of youth compliance checkers.
    - Follow-up activities surrounding the compliance checks.

3. The City and/or County will pay Countryside Public Health one Hundred and twenty-five dollars ($125.00) per retail establishment licensed that sells tobacco products in the City/County. This one Hundred and twenty-five dollars ($125.00) payment will cover the compliance check that must be completed at least once yearly for each licensed retail establishment in the City/County and will cover follow up with the retail establishment when a sale occurs to a minor during the compliance checks.

4. The one Hundred and twenty-five dollars ($125.00) payment for each retail establishment will come due after completion of the compliance check in a respective establishment and under no circumstance shall City/County be required to pay Countryside Public Health prior to any services rendered.

5. Countryside Public Health agrees to itemize all bills for services sent to City/County.

6. This agreement shall be effective through **December 31, 2020**.

IN WITNESS WHEREOF. The parties have executed this agreement the day and year first above written.

_____	Elizabeth Auch, PHN
Authorizing Representative	Elizabeth Auch, Administrator/DON Countryside Public Health

RESOLUTION 19-09-36

CHANGE OF DATE FOR THE 2019 SWIFT COUNTY BOARD OF COMMISSIONERS' MEETING SCHEDULE

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, that the Swift County Board of Commissioners shall hold the December 27, 2019 meeting on Tuesday, December 31, at 9 AM.

BE IT RESOLVED, that the Swift County Board of Commissioners change the date to reflect the last working Tuesday of the year.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 19th day of November 2019.

Swift County Board of Commissioners

_____
Gary Hendrickx, Chairman

ATTEST:

_____
Kelsey Baker, County Administrator
Clerk of the Board

Request for Board Action

BOARD MEETING DATE:
November 19, 2019

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT:	REQUESTOR:	REQUESTOR PHONE:
Auditor/Assessor	Kimberly Saterbak/Joe Tschida	320-843-6108/320-314-8320

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving an application for Local Disaster Abatement and Credits	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The house and garage on parcel 08-0052-000 were destroyed by fire on October 5, 2019. The value assessed to the structure 2018 payable 2019 was reduced by $91,700 or equal to the loss of the house and garage. The resident eligible for a Local Disaster Abatement and Credit if the property has been damaged or destroyed by a natural disaster or other type of accident. We feel Randy Thielke does qualify for the abatement for two full months in 2019. The calculation, original and revised statements are attached. The total amount of the abatement for those two months is $150.33. If approved this will reduce the 2nd half tax payment from $4,804 to $3,902. If these taxes have been paid prior to passing this abatement, Swift County will issue Randy Thielke a choice to either have this amount refunded to him or applied to the payable 2020 property taxes.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING:	County

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Submitted for review	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None

For Office Use Only
Name of applicant: Randy Thielke Assessment year: ☐ Approved
Assessor's signature: [illegible] Date: 10/29/19 ☐ Denied

CR-LODA

Application for Local Option Disaster Abatements and Credits

Swift **County**

If your property has been damaged or destroyed by a natural disaster or other type of accident, you may be eligible to receive some property tax relief on this year's and next year's property taxes. The type of tax relief you receive will depend on whether your property is homesteaded, whether it is located within a declared disaster or emergency area, the amount of damage sustained, and a number of other factors. If an assessor has not already reassessed your property, you should contact your county assessor's office and request that an assessor view the damage for the purpose of receiving disaster relief.

Applicant and Property Information

Last Name	First Name	M.I.	Social Security Number
Thielke	Randy	L	
Mailing Address - Street	**City/Town**	**State**	**Zip Code**
1480 60th st NW	Holloway	MN	56249
Telephone (Work)	**Telephone (~~Home~~) Cell**		

Property ID or Parcel Number (found on your property tax statement)
08-0052-000

Address of Damaged Property (if different than mailing address)
Same

Legal Description of Property (found on your property tax statement)
Sect-12 TWP-122 RANG-42 SW1/4

Is the property homesteaded?
☒ Yes ☐ No

Is the property located in a county designated as a disaster or emergency area?
☐ Yes ~~☒~~ No ?

How many months was the property unable to be occupied or used?
Date you left property: Oct-5-2019
Date you returned to property: ?

Statement of Facts

Applicant's statement of facts. (Please list type of disaster, type of damage, and any other information you deem relevant.)
House Fire - total Loss
Also All personal items lost

Sign Here

By signing below, I certify, to the best of my knowledge, the above statements are true and correct.

Signature of Property Owner	Date
Rs L Thielke	Oct-21-2019

Note: Minnesota Statutes, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than $3,000.00, or both."

Use of Information
The information on this form is required by Minnesota Statutes, section 273.1233 to properly identify you and determine if you qualify for a disaster abatement and/or credit. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

(Rev. 11/13)

For Office Use Only

Report of Investigation

Investigator

I hereby report that I have investigated the statements made in this application and find the facts to be as follows:

A fire on October 5 2019 caused a total loss of the house and attached garage located at 1480 60th St. NW Holloway, MN 56249.

Signature	Date
[signature]	10/29/19

The following accurately reflects both existing and proposed amounts.

Amounts

	Market Value							
	Land	Improvements	Total	Class	Tax Capacity	Tax Before Credits	Other Credits	Tax Payable
Pre-damage	1,018,500	129,300	1,147,800	2A	5,997	5,471.04	1,089.94	$4,381.10
Post-damage	1,018,500	37,600	1,056,100	2A	5,296	4,587.16	1,108.06	3,479.10
Reduction	Ø	91,700	91,700	2A	701	883.88	<18.12>	902.00

902 ÷ 12 = 75.17 x 2 mos = $ 150.33 ABATEMENT

☐ Tax is Paid	☐ Tax is Not Paid	Date	Local Tax Rate

Approval Certifications

Certifications of approval. For this abatement to be approved, the assessor, county auditor and the county board of commissioners must all favorably recommend its adoption.

Assessor's recommendation

☒ Approved ☐ Denied

Signature	Date
[signature]	10/29/19

County auditor's recommendation

☒ Approved ☐ Denied

Signature	Date
Kimberly A Sather [signature]	11-12-19

County board of commissioner's action (to be completed by the county auditor)

☐ Approved ☐ Denied

Signature	Date

I certify that at a meeting held on _____, _____, the County Board, took the above official action on this abatement. This action was duly adopted and entered upon the minutes of its proceedings as a public record, showing the name(s) of taxpayer(s), other concerned persons and the amounts involved.

Final Certification

Certifications of final approval (complete only for approved abatements). This section to be completed by the county auditor. I further certify that the approval of this abatement has resulted in the following changes:

Reduction of Tax	$ 150.33
Reduction of Penalty	$
Reduction of Interest	$
Total Reduction/Refund	$
Total Payable	$

Signature	Date

POPE-SWIFT COOPERATIVE WEED MANAGEMENT AREA

MEMORANDUM OF UNDERSTANDING

Between

Pope Soil and Water Conservation District
Swift Soil and Water Conservation District
Pope County Land & Resource Management Department
Swift County

(Hereinafter referred to as Interested Parties)

ARTICLE 1 - BACKGROUND AND OBJECTIVES

The purpose of this Memorandum of Understanding (MOU) is to encourage and formalize a cooperative relationship to facilitate an effective approach to the management, coordination and implementation of an invasive and noxious weed species program among the above-mentioned Interested Parties.

Other various organizations or individuals may, at any time, choose to participate informally with the Pope-Swift Cooperative Weed Management Area (PSCWMA). These cooperators or "Informal Participants" will be required to sign a signatory page stating that they will voluntarily participate under the applicable guidelines (or applicable articles) in this MOU. See Appendix A for a list of cooperators.

Definitions of terms in this agreement are as follows:

a. "Introduction" means the intentional or unintentional escape, release, dissemination, or placement of a species into an ecosystem as a result of human activity.
b. "Ecosystem" a geographic area including all the living organisms (people, plants, animals, and microorganisms), their physical surroundings (such as soil, water, and air), and the natural cycles that sustains them.
c. "Native species" means with respect to a particular ecosystem, a plant species that, other than as a result of an introduction, historically occurred or currently occurs in that ecosystem.
d. "Non-native species" means with respect to a particular ecosystem, any plant species, including its seeds, spores, or other biological material capable of propagating that species, that has been introduced to that ecosystem by means other than natural processes (e.g., human introduction, concurrent introduction with other native or non-native species).
e. "Invasive species" means a plant species, typically not indigenous (non-native), that has a competitive advantage over native plants because of: the absence of natural

diseases, insects, or other organisms that normally maintain the invasive plant's population in its place of origin; the ability to grow and leaf-out earlier than native plants; the ability to reproduce both rapidly and in great numbers; and/or the ability to thrive in a wide variety of habitats and soil conditions. As a result of these competitive advantages, invasive species are able to out-compete and ultimately replace native vegetation, and they can also cause economic or environmental harm or harm to human health.

f. "Noxious species" plant species that have been designated by state or national agricultural authorities as plants that are injurious to agricultural and/or horticultural crops and/or humans and livestock. Most have been introduced into a foreign ecosystem either by accident or mismanagement, but some are also native species.

g. The PSCWMA is geographically defined as the lands and waters within the geopolitical boundaries of Pope and Swift Counties, Minnesota.

h. The PSCWMA is made up of both the Interested Parties and Informal Participants. Invasive, non-native species are recognized as a widespread and increasing problem in Minnesota, Pope and Swift Counties, with serious and detrimental effects occurring on public and private lands and waters. Invasive, non-native plant species are displacing native plant communities throughout Pope and Swift Counties and are resulting in an increasing financial management issues for all Interested Parties, Informal Participants and the general public.

ARTICLE 2 - LEGISLATIVE AUTHORITY

For the U.S. Fish and Wildlife Service (F&WS) the legal authority for entering into this agreement includes: Fish and Wildlife Coordination Act (16 U.S.C.661), Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), Partnerships for Wildlife Act (16 U.S.C. 3741) and the National Wildlife Refuge System Improvement Act of 1997. For the F&WS, this MOU is also supported by the Midwest Natural Resources Group's Memorandum of Agreement for "A Collaborative Agreement to Meeting the Threat of Invasive Species".

NRCS Authority: Soil Conservation and Domestic Allotment Act of 1935 (PL 74-46) (16 USC 590 a-f) (590q)

This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures of each Interested Party. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority.

ARTICLE 3 - STATEMENT OF WORK

It is the intent of this MOU to enhance the success of a Cooperative Weed Management Program by performing these efforts on all lands and waters, so as to limit the spread of

invasive species. The intent of this MOU is also to enhance the potential for success of a Cooperative Weed Management Program in Pope and Swift Counties by encouraging sharing of resources, information, expertise, and effort on a willing and cooperative basis on both public and private lands and waters. This MOU is not intended to establish legal authorities or mandates where they do not currently exist.

The undersigned parties mutually agree to the following:

a. Participate and/or cooperate in the development of a Cooperative Weed Management Plan which will be created for the PSCWMA.
b. Share information among the Interested Parties and provide assistance and expertise regarding invasive species management (e.g. control methods, introduction of prevention measures, restoration tools, standardized data collection, etc.) activities on their lands and waters.
c. Provide opportunities to outside interest groups, private landowners, and the public for involvement in carrying out weed management planning on lands and waters within Pope and Swift Counties.
d. Review this MOU and make revisions and updates as necessary to meet the purpose of this agreement. Amendments shall become effective upon approval by all Interested Parties.

This MOU in no way restricts any of the Interested Parties from participating in similar activities with other public or private agencies, organizations, or individuals.

ARTICLE 4 - TERM OF AGREEMENT

This MOU will become effective upon signature of each of the Interested Parties and fully effective upon the last date shown. It expires December 31, 2021 at which time it will be subject to review, renewal, or expiration. If the Interested Parties mutually agree to continue cooperation, a new agreement shall be executed.

ARTICLE 5 - MODIFICATION AND TERMINATION

Modifications within the scope of this MOU shall be made by the issuance of an unanimously approved modification prior to any changes being performed. Any Interested Party may withdraw from this agreement at any time before the date of expiration by providing 30 days written notice to all signatories.

ARTICLE 6 - ADDITIONAL PARTIES TO THE MOU

Additional parties may, and are encouraged to, be added to the MOU at anytime. All signatories will be notified of any additional party and will be given 30 days after the notification to determine if there is a conflict of interest. If a conflict of interest is identified the signatory may choose to withdraw from the MOU. If the signatory does

not choose to withdraw, then the additional party with the conflict of interest may not be added to the MOU.

ARTICLE 7 - REPORTS AND/OR OTHER DELIVERABLES

There are no reports and/or other deliverables required of this MOU.

ARTICLE 8 - PROPERTY UTILIZATION

There is no property utilized required of this MOU.

ARTICLE 9 - STANDARD CLAUSES

a. Civil Rights and Non-discrimination: By signing this agreement the interested parties assure the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal Civil Rights laws, rules, regulations, and policies.
c. Promotions: None of the Interested Parties will publicize or otherwise circulate promotional material that states or implies an endorsement of a product, service, or position which the other Parties represent.
d. Publications of Results and Studies: None of the Interested Parties will unilaterally publish a joint publication without consulting the other Parties. This restriction does not apply to popular publication of previously published technical matter. Publication pursuant to this MOU may be produced independently or in collaboration with others. However, in all cases, proper credit will be given to the efforts of those Parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either Party may publish data after due notice and submission of the proposed manuscripts to the other Parties. In such instances, the Parties publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
e. Indemnification: Each party shall be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that, with respect to the other parties, it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this contract, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or by the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the premises under and pursuant to this contract. Nothing in this agreement shall be interpreted to authorize or obligate any party or any employee of such party to operate outside the scope of employment of such employee, and no party shall be required to indemnify another party.
f. This Memorandum of Understanding is not a legally binding agreement and creates no legally binding obligations for any party. However, it does express the intent of the

parties regarding the work they will undertake for this collaboration and their representative roles in the collaboration.

ARTICLE 10 - KEY OFFICIALS AND SIGNATURES

A separate sheet will be included for each of the Interested Parties designating the key official to this MOU and the signature of the person authorized to enter into this agreement.

MEMORANDUM OF UNDERSTANDING

Between

Pope Soil and Water Conservation District
Swift Soil and Water Conservation District
Pope County Land & Resource Management Department
Swift County

ARTICLE 11. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.

_____ DATE _____

Chairperson
Pope Soil and Water Conservation District

ARTICLE 11. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.

_____ DATE_____

Chairperson
Swift Soil and Water Conservation District

ARTICLE 11. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.

_____ DATE _____

David Green
Pope County Land & Resource Management Department

ARTICLE 11. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.

_____ DATE_____

Authorized Representative
Swift County

POPE-SWIFT COUNTY COOPERATIVE WEED MANAGEMENT AREA
Strategic Plan
Revised February 26, 2019

PURPOSE:

In order to reduce the environmental and economic threats posed by invasive plants efficiently and effectively in Pope and Swift Counties it is the desire of these various state, federal, county, municipalities, various organizations and other special interest groups to form the Pope-Swift County Cooperative Weed Management Area (PSCWMA). The formation of the PSCWMA in no way obligates any member to financial or time commitment. The PSCWMA is formed to facilitate cooperative management of invasive plant species through partnerships in Pope and Swift Counties when policies, funding opportunities and time commitment of each respective member allow this to happen. In order to make this a success, raising awareness and educating the counties landowners of the importance of these threats is essential in controlling these terrestrial invasive plants.

LOCATION:

The area encompassing the PSCWMA is Pope and Swift Counties, Minnesota.

GOAL:

The overall goal of the PSCWMA is to reduce terrestrial invasive species in Pope and Swift Counties. This includes economic impact to federal, state, county, local governments and private lands and the reduction in actual acres of terrestrial invasive species in the Counties.

OBJECTIVES:

Currently there are three overall objectives that will be focused on:

- Control (Prevention, reduction, and eradication)
- Mapping (Monitoring and documentation)
- Public Education

POPE-SWIFT COUNTY COOPERATIVE WEED MANAGEMENT AREA
Strategic Plan
Revised February 26, 2019

POTENTIAL STRATEGIES:

Control
- Chemical
- Mechanical
- Biological

Mapping
- GPS system
- ArcGIS
- Right-of-way mapping
- EDDMapS/ISMTrack

Public Education
- Public workshops
- News releases
- Educational material for grade schools (posters, pamphlets)
- Bus tour of infested sites

ORGANIZATIONAL COMPONENTS:

The PSCWMA will operate through member representation. In November of each year an annual meeting will be conducted to write an Annual Operating Plan for the next year, with specific strategies for each objective with funding strategies for grant application and availability of commitment from each member organization. Additional monthly meetings will be conducted as warranted by the membership to solidify grant opportunities, confirm commitment by members, and to hash out strategies.

The annual November meeting will also gather data of accomplishments from the prior year for inclusion into a final report.

MEMORANDUM of UNDERSTANDING:

The official PSCWMA Memorandum of Understanding (MOU) will be reviewed to clarify the relationship of the members and their commitment to this effort on an annual basis.

POPE-SWIFT COUNTY COOPERATIVE WEED MANAGEMENT AREA
Strategic Plan
Revised February 26, 2019

ACTIVE PARTICIPANTS:

Federal

US Fish and Wildlife Service
USDA Natural Resources Conservation Service
Farm Service Agency

County

Pope County Land & Resource Management Department
Pope County Highway Department
Pope Soil and Water Conservation District
Swift Soil and Water Conservation District
Swift County Highway Department

State

Minnesota Department of Natural Resources
Minnesota Department of Transportation

Education

University of Minnesota Cooperative Extension

Nonprofit Organizations

The Nature Conservancy

Request for Board Action

BOARD MEETING DATE:
November 19, 2019

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT:	REQUESTOR:	REQUESTOR PHONE:
Administration	Amanda Ness	320-314-8321

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Request approval of the appointment of the Deputy Recorder at Step 5	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: The candidate that staff offered this position to has seven years of experience with the County, a temporary position in the Land Records Department and then a full-time Eligibility Worker position in the Human Services Department. Recognizing this experience and the equivalence of the positions, we are requesting the transfer of Beth Tolifson to Deputy Recorder at Grade 11, Step 5.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	N/A

Budget Information

FUNDING:	Funding for this position is included in the 2019 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:
November 19, 2019

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT:	REQUESTOR:	REQUESTOR PHONE:
Human Services	Catie Lee	320-843-6301

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Policy Review and Consider Approval	
AGENDA YOU ARE REQUESTING TIME ON: Regular board	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Board action needs to be taken to review and approve Policies
BACKGROUND/JUSTIFICATION:	

Human Services Policy		
Number and Name of Policy	**Policy Purpose**	**Summary of Changes**
3.503 On-Call	Policy is to address expectations and compensation of on-call	Changes are highlighted in yellow on policy. Clarifying language and expectations have been added.

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING:	NA

Review/Recommendation

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

Policy Name	**On Call**
Policy Number	**3.503**
Origination Date	**12-16-16**
Board Approval Date	**11/19/19**
Policy Owner	**Director - Catie Lee**
Responsible Personnel	Social Services Staff
Regulatory Requirement	MN Statute 626.556 Subd. 10(j), MN Rule 9560.0214, Subp. 12; MN Statute 626.557 Subd. 9b; MN Rule 9555.7300 Subp. 2)
Cross References	1.402 Work Schedule 1.403 Administration of Overtime and Comp Time AFSME MOU approved 1-13-17
Attachments	

Policy Purpose

Pursuant to the above regulatory authorities. Establishes a 24/7 on call schedule and procedures to ensure immediate and appropriate response to law enforcement officials during non-office hours regarding imminent danger for children and adults.

Procedure

1. General Principles

a. This is a shared responsibility of all social workers:

- **i. Availability:** Due to the need to be available, no use of mind-altering chemicals (i.e., alcohol, prescribed medication that interferes with judgment, etc.) can be used by the on-call social worker during the on-call week. To ensure success for each social worker on call, other social workers need to be available for co-worker consultations and/or other crisis interventions during non-office hours.
- **ii. Authority to Act:** Decisions made during on-call hours will be supported; document the reasons for the decision.
- **iii. Geographical Limitations:** The on-call social worker may make the decision of his/her location during their call time. However, he/she must be capable and willing to return to Swift County if the situation requires it. In imminent risk, law enforcement or the ambulance may be requested to assist in a removal if other social workers are unable to assist. For example: If you go to the Cities to a Twins game, you must be able to leave and immediately head back to the county to attend the situation that is present. Although extremely rare, we have had situations that need the presence of the on-call worker.
- **iv. Weather:** In case of dangerous driving conditions, staff are not required

to immediately respond face-to-face, but may be required to wait until the driving conditions have improved to a reasonable condition for travel. Law enforcement may be requested to assist in a removal if social workers are unable to travel due to dangerous driving conditions.

v. **Reimbursement:** The on-call social worker will enter the time for the on-call week as of the Wednesday after completing the on-call week responsibilities.

vi. **Rotating Schedule:** To ensure no social worker is expected to participate more or less often than co-workers, a rotating schedule will be used. Currently there are 18 social workers, consequently each worker will have no more than three rotations annually – unless they chose to do so.

vii. **Weekly Rotation:** The on-call social worker will end the on-call week on Wednesday morning at 8 a.m. and the next on-call social worker will begin the on-call week at 4:30 p.m. that same day. The intake worker will be on-call during regular business hours.

viii. **Assessment/Investigation:** All units will have protocols to be followed when it has been determined that there may be some type of action needed. The on-call worker may be needed to assist.

ix. **On-Call Cell Phone, Laptop and On Call Bag/Binder**: The on-call bag will contain the on-call cell phone, jet pack and the on-call binder. The on-call worker must have the on-call cell phone with her/him at all times. The on-call worker must have an agency laptop and jet pack along whenever away from the agency to access SSIS and Document Manager. The jet pack can be used when Wi-Fi is not available. The on-call binder will contain unit protocols, phone numbers and all other pertinent information.

It is the responsibility of all social workers to make the on-call system work for Swift County. If issues arise, the on-call responsibilities and procedures will need to be revised.

2. **Holidays**
   - **a.** No social worker will be expected to be on-call more than one holiday week per year. The "normal" rotation may change if a social worker who is scheduled for the Thanksgiving or Christmas holiday, had either the Thanksgiving or Christmas holiday the previous year.
   - **b.** When a 'full' holiday falls on a Wednesday (potentially Christmas, New Years, Fourth of July, or Veterans Day), the social worker who has on-call responsibilities the previous week, will continue with on-call responsibilities for the holiday (including appropriate compensation).

3. **Scheduling**
   - a. The Annual on-call schedule will be assigned by administration.
   - b. On-Call scheduling will be for full-time social workers who have a minimum of 6 months experience.

c. All social workers are responsible for covering their assigned scheduled week. If unable to cover assigned week, the assigned on-call social worker is responsible for finding someone to cover it.

d. Family emergencies occur. If that occurs to you during your on-call week, please contact a co-worker to carry the on-call cell phone on the day(s) you are unable to cover.

4. Compensation

a. In addition to the compensation for the week long on-call responsibility, social workers will earn compensatory time per the union contract. Phone calls are considered a response to a call. For example: You receive a call at 7:34 and it lasts for 5 minutes. You put down 15 minutes of work, or if you receive a call that lasts 48 minutes, you put down an hour. If you get called out during on-call your work time will start when you reach the Swift County border.

b. 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 day (includes Easter Sunday). Good Friday and Christmas Eve will be compensated an additional $17 for the half-holiday day. All holidays follow the union contract.

5. Guidelines

a. On-call social worker will enter the data in SSIS. New reports will be treated as a new intake.

b. Child Protection Call

i. Imminent danger reports on children must be screened and responded to immediately (no later than 24 hours face to face contact with alleged victim and primary caregiver)

1. Imminent danger means that a child is threatened with immediate and present maltreatment that is life threatening or likely to result in abandonment, sexual abuse, or serious physical injury (MN Rule 9560.0214, subp. 12).

2. If SSIS is not immediately available, the report may be documented in SSIS on the next business day, and documented with the date the report was received and screened.

ii. Non-imminent danger reports will receive a full screening of the report and documented in SSIS on the next business day.

c. Adult Protection Call

i. Emergency Adult Protective Services will require an immediate (as soon as possible but no longer than 24 hours from time of referral) screening for EPS notifications made by the Minnesota Adult Abuse Reporting Center (MAARC) via telephone and SSIS, where they have determined that a vulnerable adult is in need of immediate care or protection because the adult is life-threatened or likely to experience physical injury due to abuse or abandonment. SSIS entry will be required within the next

business day and documented with the date the report was received and screened

d. On-call social worker will ensure the on-going social worker (when there is one) is aware of the situation that occurred during the previous evening or weekend, by sending an email to the on-going social worker with a copy to supervisors.

e. On-going social workers are required to inform the on-call social worker when there is a situation with one of their consumers occurring that may need attention during the evening or weekend.

f. When called by law enforcement, get the details and let them know that you will need to consult with others (if necessary) on the situation and you will get back to them. Do not direct law enforcement to call someone else.

g. Intakes received during regular work hours must be handled by the intake worker and not passed on to the on-call worker.

h. If a responsibility for an assigned case comes in during regular working hours, the assigned worker must handle the responsibility, not pass it on to the on-call worker.

Violation of this Policy

No or only partial adherence to this policy or procedure may result in noncompliance with current regulatory requirements and subsequent penalties to Swift County Human Services Inc. Remediation for violators will include, but not be limited to, disciplinary action up to and including termination depending on the circumstances of the situation at the time.

Signatures:

_____ _____

Catherine Lee, Department Director/Policy Owner Date

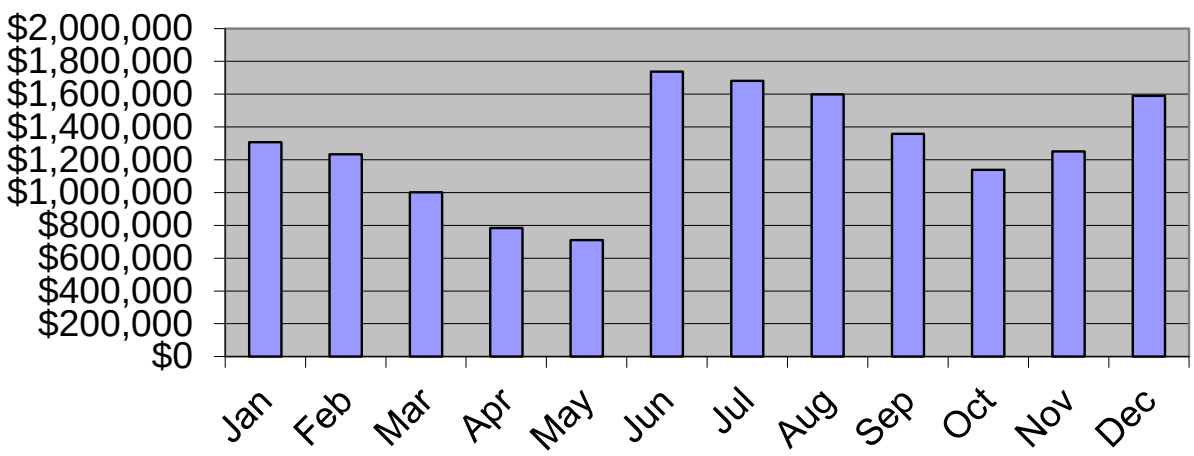
Board Approval:_____ _____

Gary Hendrickx, Board Chair Date

		SUMMARY OF FINANCIAL					
		ACCOUNTS					
		MONTH ENDING OCTOBER 31					
			2019				
HUMAN SERVICES							
Receipts							
Beginning Balance						$2,814,710.77	
Current Month Receipts						$237,910.33	
Tax Settlement						$0.00	
Investments						$200,000.00	
Interest on Investments						$1,713.53	
	Total Receipts					**$3,254,334.63**	
Disbursements							
Current Month Disbursements						$432,563.31	
Investments						$200,000.00	
	Total Disbursements					**$632,563.31**	
	Ending Fund Balance					**$2,621,771.32**	
ENDING FUND BALANCE SUMMARY:							
					2018		**2019**
	Checking Balance				$241,151.98		$266,771.32
	Investments				$1,898,000.00		$2,355,000.00
		Ending Cash Balance			**$2,139,151.98**		**$2,621,771.32**
INVESTMENT REPORT							
BANK		**TYPE OF ACCOUNT**			**MAT. DATE**	**INT. RATE**	**AMOUNT**
CO-OP Credit Union		Money Market Account				0.90%	$ 225,000.00
Centier Bank of Indiana		3 Month CD			11/15/19	1.95%	$ 240,000.00
Bank of China		1 Year CD			12/27/19	2.75%	$ 240,000.00
Southside Bank Tyler		6 Month CD			01/13/20	1.95%	$ 200,000.00
MAGIC Fund		1 Yr CD			01/22/20	3.00%	$ 50,000.00
NY Community Bank		1 Yr CD			02/28/20	2.45%	$ 200,000.00
Gorham Savings Bank		9 Month CD			04/23/20	1.95%	$ 200,000.00
Independence Bank		10 Month CD			05/29/20	1.95%	$ 200,000.00
Cathay Bank		1 Year CD			07/17/20	1.95%	$ 200,000.00
SAFRA National Bank of NY		1 Year CD			09/10/20	1.80%	$ 200,000.00
Exchange Bank Gibbon		18 Month CD			01/25/21	1.90%	$ 200,000.00
Morgan Stanley		18 Month CD			03/01/21	1.75%	$ 200,000.00
			TOTAL INVESTMENTS				**$ 2,355,000.00**

Swift County Human Services
Ending Monthly Cash & Investment Balances
2010 - 2019

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Average
Jan	$ 1,116,112	$ 1,027,808	$ 977,091	$ 909,780	$ 846,281	$ 983,278	$ 933,563	$ 1,668,733	$ 2,045,847	$ 2,559,803	**$1,306,830**
Feb	$ 1,069,918	$ 1,004,522	$ 829,326	$ 788,543	$ 739,793	$ 882,373	$ 886,577	$ 1,562,756	$ 1,967,692	$ 2,603,360	**$1,233,486**
Mar	$ 810,381	$ 848,432	$ 551,477	$ 576,608	$ 601,437	$ 593,206	$ 636,635	$ 1,278,985	$ 1,706,416	$ 2,416,328	**$1,001,991**
Apr	$ 732,868	$ 820,387	$ 328,272	$ 451,920	$ 446,379	$ 168,803	$ 352,306	$ 1,085,797	$ 1,415,224	$ 2,030,159	**$783,212**
May	$ 576,849	$ 669,878	$ 329,407	$ 300,099	$ 269,118	$ 187,841	$ 289,965	$ 804,645	$ 1,279,329	$ 2,385,140	**$709,227**
Jun	$ 1,244,642	$ 1,460,435	$ 1,218,863	$ 1,145,907	$ 1,361,018	$ 1,187,485	$ 1,476,200	$ 2,165,333	$ 2,745,303	$ 3,377,509	**$1,738,270**
Jul	$ 1,349,636	$ 1,142,375	$ 1,113,725	$ 1,094,712	$ 1,165,952	$ 1,217,022	$ 1,483,669	$ 2,160,790	$ 2,842,236	$ 3,246,109	**$1,681,623**
Aug	$ 1,237,374	$ 1,228,978	$ 894,462	$ 982,736	$ 1,199,826	$ 1,126,524	$ 1,532,984	$ 1,995,009	$ 2,661,662	$ 3,137,129	**$1,599,668**
Sep	$ 1,085,187	$ 1,079,263	$ 804,086	$ 714,174	$ 921,407	$ 877,167	$ 1,220,833	$ 1,650,293	$ 2,409,864	$ 2,814,711	**$1,357,699**
Oct	$ 878,408	$ 773,615	$ 538,645	$ 627,339	$ 667,331	$ 646,265	$ 1,028,981	$ 1,459,114	$ 2,139,152	$ 2,621,771	**$1,138,062**
Nov	$ 826,623	$ 741,489	$ 483,013	$ 377,803	$ 477,198	$ 513,740	$ 2,056,684	$ 2,511,571	$ 3,278,552		**$1,251,853**
Dec	$ 1,279,178	$ 1,242,733	$ 1,094,736	$ 1,057,825	$ 1,180,113	$ 1,187,268	$ 1,888,413	$ 2,296,240	$ 3,077,192		**$1,589,300**
Average	**$ 1,017,265**	**$ 1,003,326**	**$ 763,592**	**$ 752,287**	**$ 822,988**	**$ 797,581**	**$ 1,148,901**	**$ 1,719,939**	**$ 2,297,372**	**$ 2,719,202**	



United States Department of the Interior

FISH AND WILDLIFE SERVICE
18965 County Highway 82
Fergus Falls, Minnesota 56537
218-736-0669

IN REPLY REFER TO:

RE – Minnesota W.A.
Swift County
Nygard Family Ltd. Partnership
Nygard, Michael
Revoc. Liv. Trust Gary Nygard, et al.

October 28, 2019

Ms. Kelsey Baker
County Administrator
Swift County
301 14th Street North:
PO Box 207
Benson, MN 56215

Dear Ms. Baker:

The Fish and Wildlife Service recently secured habitat easements from Gary and Carol Nygard, husband and wife, of Appleton, Minnesota, and Michael and Kelly Nygard, husband and wife, of Minneapolis, Minnesota. These habitat easements protect grassland and wetland habitat on their respective properties. The easements cover the property as shown on the enclosed photo and platbook map. These easements will allow them to graze these properties year round. The landowner will retain primary responsibility for weed control, recreational use, access, and will continue to be responsible for the payment of property taxes.

This letter confirms my intention to meet with the Board of Commissioners on November 19, 2019, at 10:30 a.m. to request certification of this easement.

Please print out and attach a copy of this letter with the attachments for each of the County Commissioners. The information has been sent to the Township Clerk. If you have any questions, please contact me at 218-736-0669.

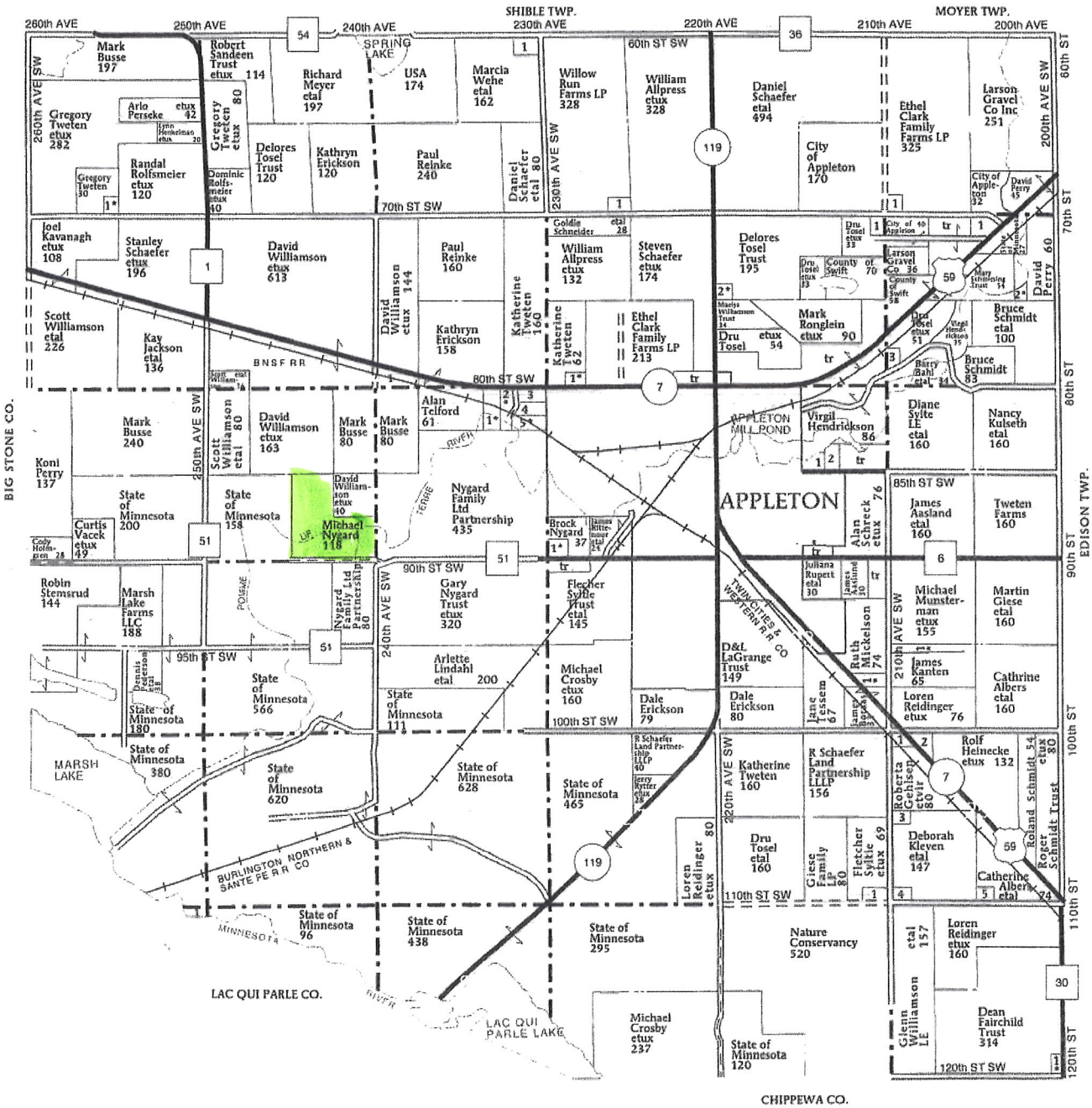
Sincerely,

Blair Mace
Realty Specialist

Attach: plat map, aerial
CC: Sonya Allpress, Appleton Twp. Clerk

T-120-N APPLETON PLAT R-43-W

(Landowners)



APPLETON TOWNSHIP

SECTION 1
1. City of Appleton 6

SECTION 3
1. Jensen, Thomas 5

SECTION 4
1. Tosel, Dan 12

SECTION 6
1. Schirm, Stan 7

SECTION 9
1. Telford, Alan 10

SECTION 10
1. Borstad, Michael 6

SECTION 11
1. City of Appleton 7
2. Tosel, David 9

SECTION 12
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2. Perry, David 6
3. Aasland, Christopher 12

SECTION 14
1. Caskey, Darwin 10
2. Nielsen, Kari 8

SECTION 15
1. Leuthardt, David 10

SECTION 16
1. Weeding, Robert B 13
2. Weeding, Robert 10
3. Fitcher, Beth 6
4. Williamson, Stacey 5
5. Bader, Darrell 7

SECTION 23
1. Mitchell, Bradley 9

SECTION 24
1. Johnson, Kevin 10

SECTION 25
1. Schlieman, Myron 5
2. Federated Telephone Co 8
3. Aasland, Christopher 5
4. West Central MN Educ 8
5. Wilkening, Bonnie 11

SECTION 26
1. Appleton Tower Co 6

SECTION 31
1. State of Minnesota 5

SECTION 36
1. Foster, Robert 6

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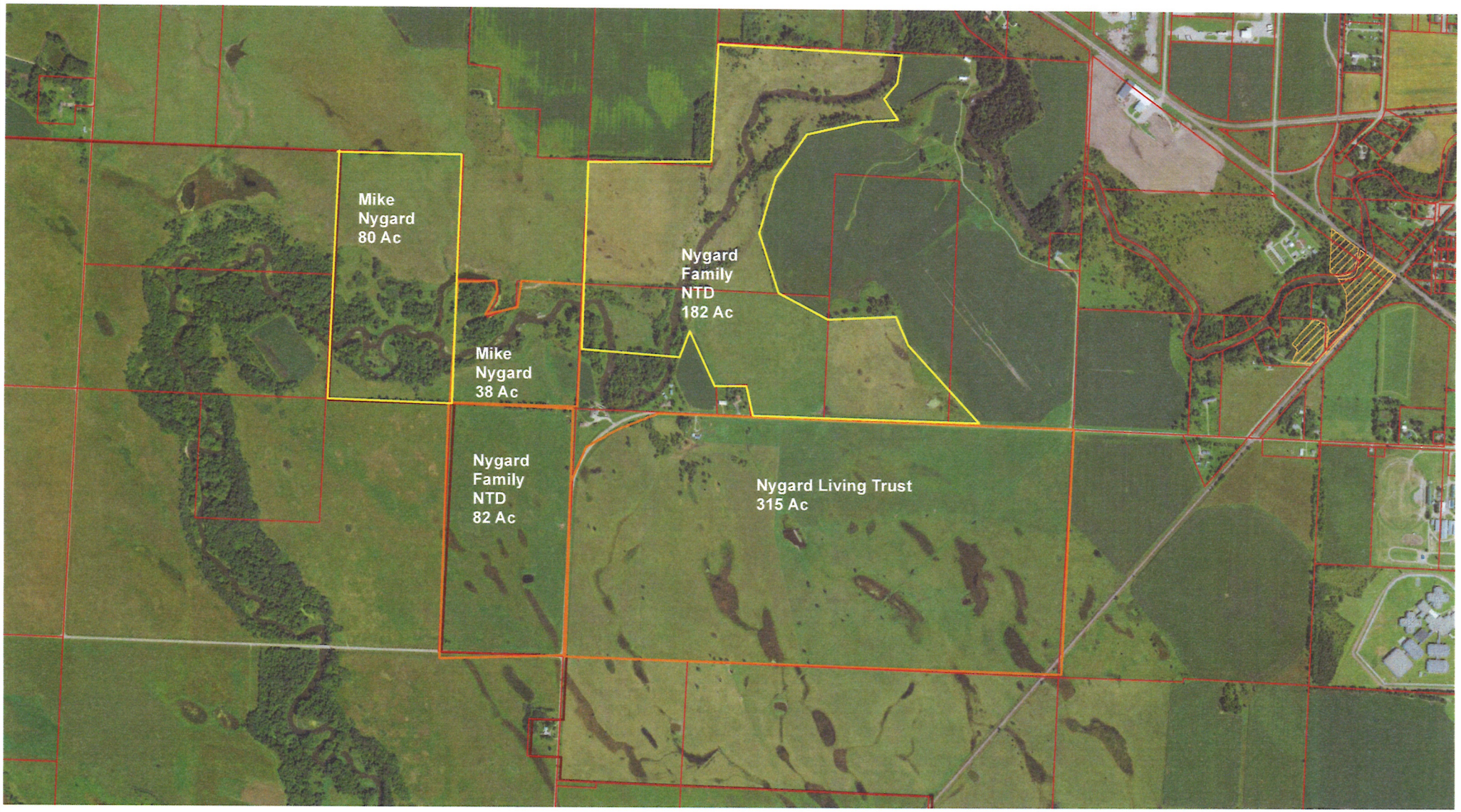
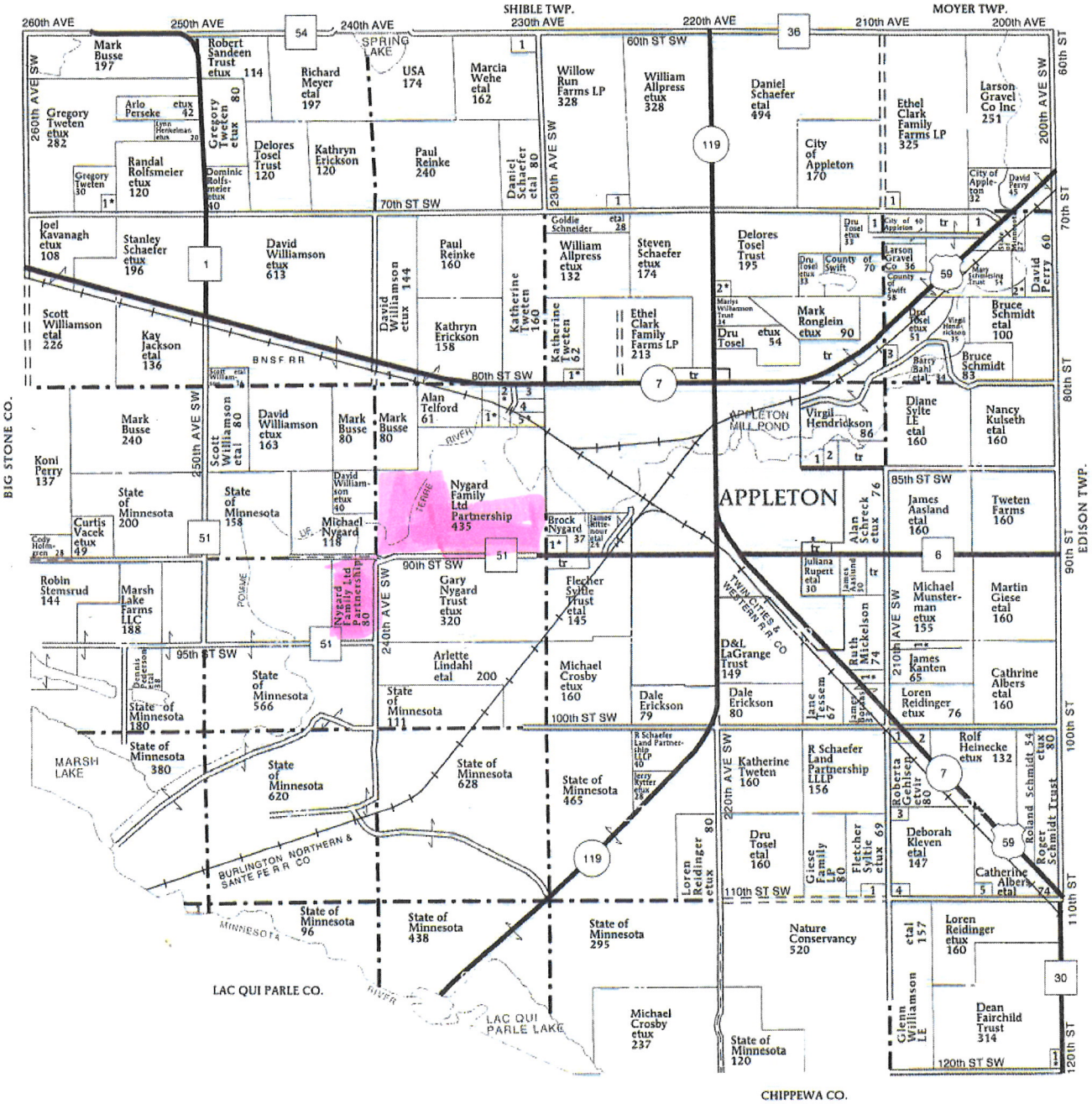

Mike
Nygard
80 Ac
Mike
Nygard
38 Ac
Nygard
Family
NTD
82 Ac
Nygard
Family
NTD
182 Ac
Nygard Living Trust
315 Ac

T-120-N APPLETON PLAT R-43-W

(Landowners)



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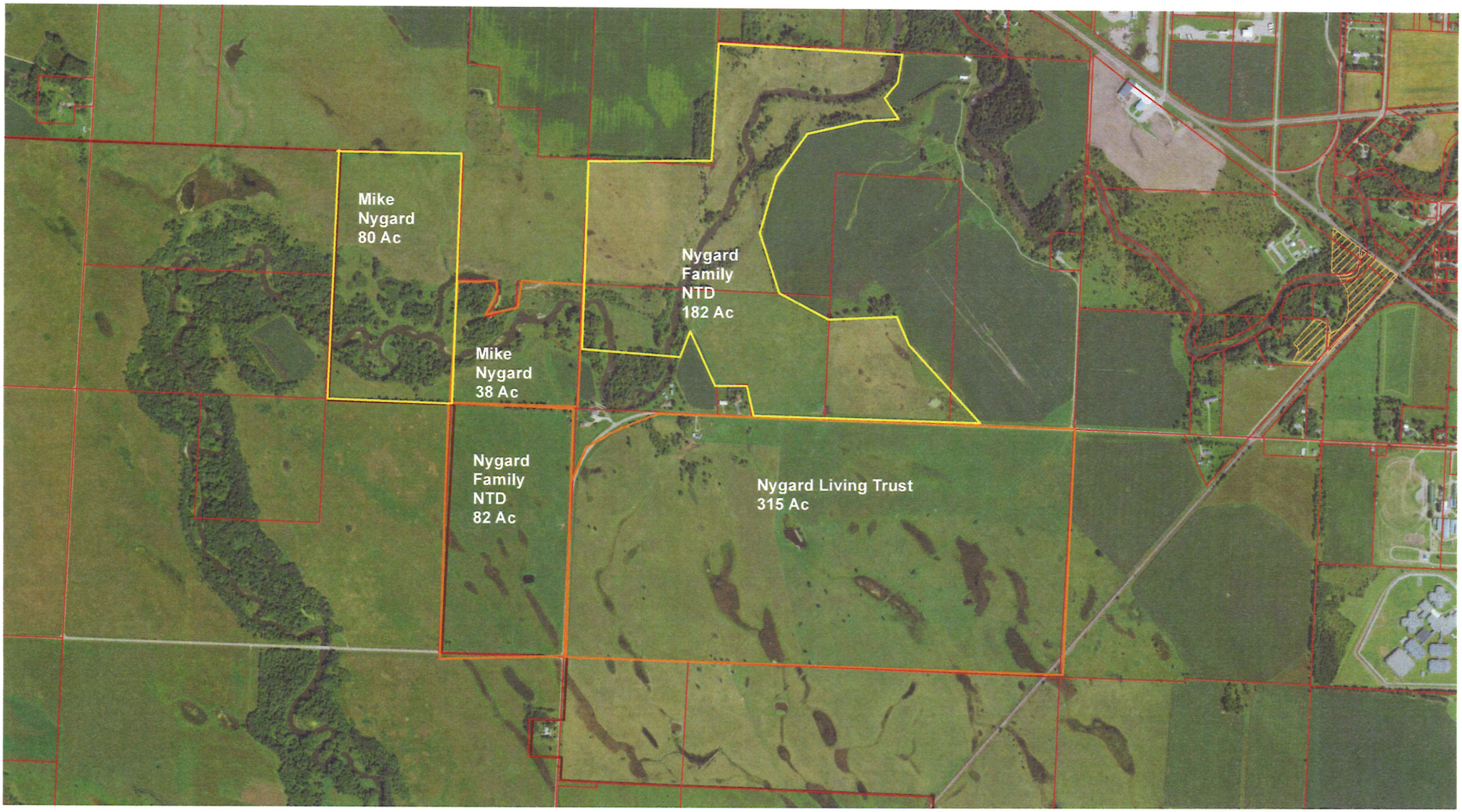
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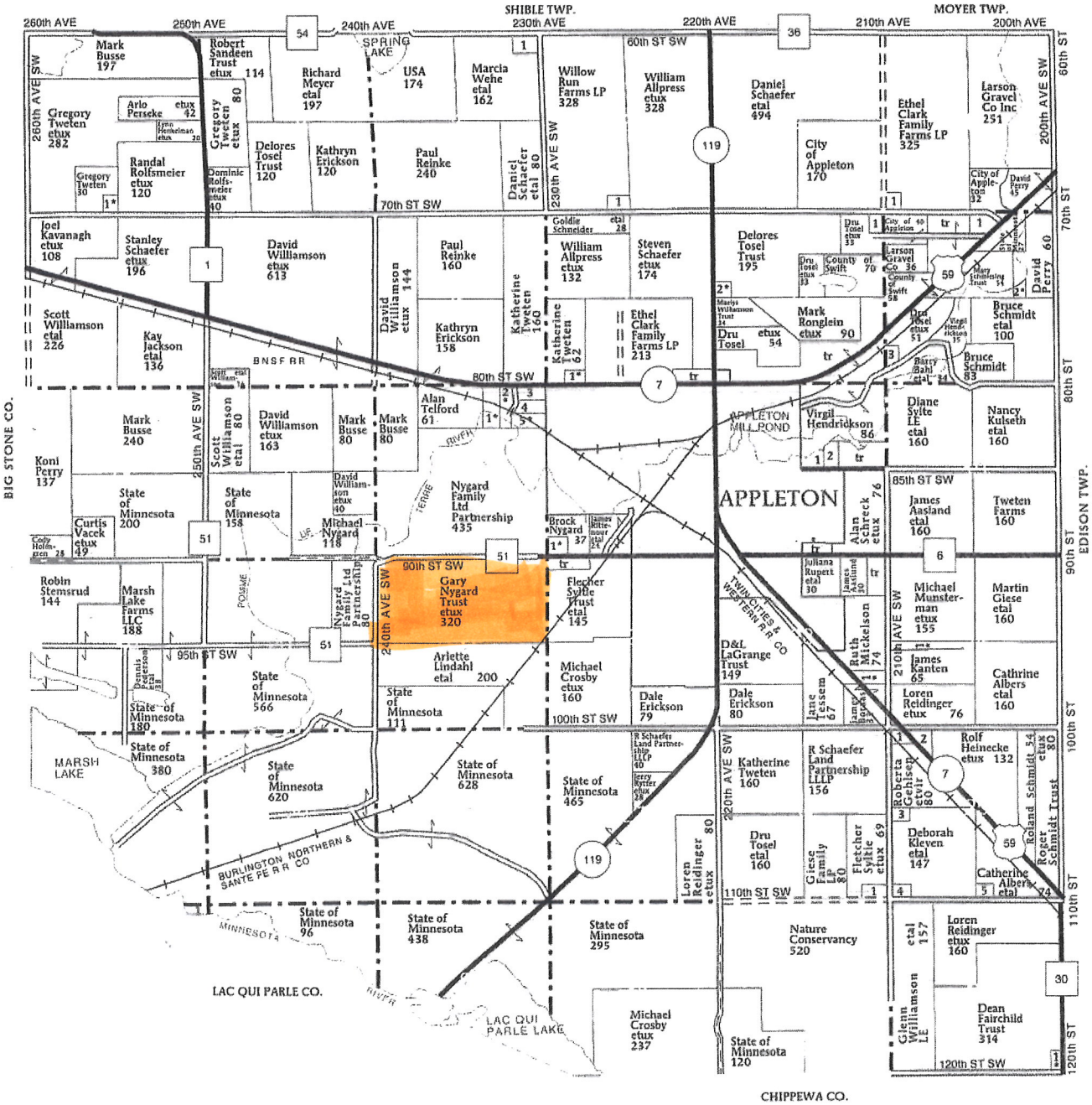
T-120-N APPLETON PLAT R-43-W

(Landowners)



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1. Foster, Robert 6

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Gary & Carol Nygard Rev LV TS Habitat Easement Delineation

County: Swift

T120N, R43W,

Sec. 21

Wet Acres:46.516

Total Acres: 314.28

Hay/Graze

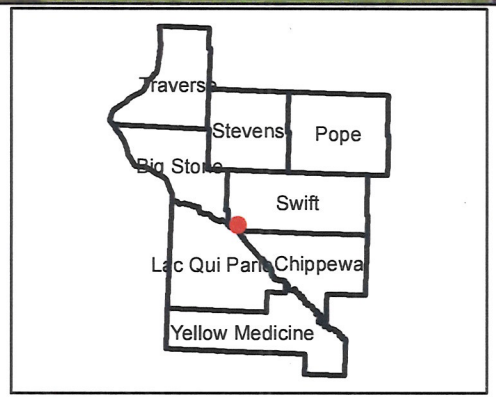
N

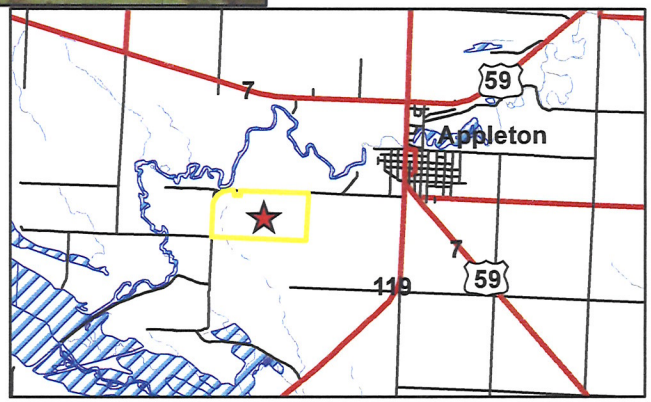
Submitted By_____

Date_____

Legend

Acquisition Boundary





MASTER AGREEMENT

BETWEEN

THE COUNTY OF SWIFT

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL #10

JANUARY 1, 2020 TO DECEMBER 31, 2022

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ARTICLE I. PURPOSE OF AGREEMENT

1.1 This Memorandum of AGREEMENT hereinafter referred to as the AGREEMENT, is entered into between the County of Swift, hereinafter called the EMPLOYER and Law Enforcement Labor Services, Incorporated, hereinafter called LELS. The intent and purpose of this AGREEMENT is to:

1.1.1 Express in written form the complete AGREEMENT between the parties on hours, wages, and other conditions of employment and to specify the duration of this AGREEMENT;

1.1.2 Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions as set forth in this AGREEMENT;

1.1.3 Specify the full and complete understanding of the parties;

1.1.4 Insure against any interruptions of work and interference with the efficient and effective rendering of services to the public.

1.2 The Employer and LELS, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE II. RECOGNITION

2. 1 The EMPLOYER recognizes LELS as the exclusive representative under Minnesota Statutes, Section 179A for a unit described as follows: All essential employees of the Swift County Sheriff's Department whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year excluding supervisory and confidential employees, or as provided by statute.

2.2 In the event the EMPLOYER and LELS are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

2.3 No AGREEMENT covering terms and conditions of employment or other matters made between LELS and EMPLOYER shall be binding upon EMPLOYER unless the witnessed signature of the EMPLOYER is affixed thereon.

ARTICLE III. DEFINITIONS

3. 1 The following terms used in this AGREEMENT:

3.1.1 LELS: Law Enforcement Labor Services, Incorporated.

3.1.2 EMPLOYER: Swift County and its authorized representatives including the Swift County Sheriff.

3.1.3 EMPLOYEE: A member of the exclusively recognized bargaining unit as defined in Article II, Section 2.1, herein, working more than fourteen (14) hours per week and more than sixty-seven (67) days per year.

3.1.4 PERMANENT EMPLOYEE: A member of the exclusive recognized bargaining unit as defined in Article II, Section 2.1 who has completed the required probationary period and is working more than fourteen (14) hours per week and more than sixty-seven (67) days per year.

3.1.5 SENIORITY: Length of compensated continuous service with EMPLOYER from last date of hire.

3.1.6 CONTINUOUS SERVICE: Full time service from most recent date of hire, including approved leaves of absence and periods of lay-offs if return from lay-off was upon recall, as established by EMPLOYER.

3.1.7 DAYS: Unless otherwise indicated, means working days.

3.1.8 LAY-OFF: Separation from service with the EMPLOYER, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.

3.1.9 PROMOTION: A change of an employee from a position in one work classification to a position in other work classifications within the bargaining unit with increased responsibility and higher compensation.

3.1.10 TRANSFER: A change of employee from one position to another position in the same work classification or to another work classification in the same compensation range within the bargaining unit, usually involving the performance of similar duties and requiring essentially the same basic qualifications.

3.1.11 PROBATIONARY PERIOD: The first twelve (12) months of service for Deputy Sheriff and Communications & Corrections Officer.

3.1.12 BASE PAY RATE: The employees basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity or any other

special allowances.

3.1.13 EMERGENCY: A crisis situation or condition which may be reasonably expected to endanger life or property as defined by the County of Swift.

3.1.14 DEPARTMENT: The Swift County Sheriff's Department.

3.1.15 SHERIFF: The Law Enforcement Representative of the EMPLOYER.

3.1.16 PYRAMIDING: The payment of more than one form of compensation for the same hour of work.

3.1.17 FULL MONTH OF SERVICE: An average of 174.00 compensated hours.

3.1.18 LEAVE OF ABSENCE: An approved absence from work duty during a scheduled work period with or without compensation.

3.1.19 HOURS: Unless indicated otherwise, this would mean hours worked.

ARTICLE IV. UNION SECURITY

4.1 In recognition of LELS as the Exclusive Representative:

4.1.1 The EMPLOYER shall deduct an amount sufficient to provide the payment of regular dues established by LELS from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the EMPLOYER and LELS; and

4.1.2 The EMPLOYER shall remit such deductions to the appropriate designated officer of LELS with a list of the names of the employees from whose wages deductions were made; and at times mutually agreed upon by the EMPLOYER and LELS; and

4.1.3 LELS shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld.

4.2 LELS agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER under all provisions of Section 4.1 of this Article, and under provisions of M.S. 179A relating to "fair share."

4.3 LELS may designate certain employees from the bargaining unit to act as steward and shall, within five (5) days of such designation, certify to the EMPLOYER in writing of such choice, and the designation of successors to former steward. The LELS

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

4.3.1 The EMPLOYER agrees to recognize stewards certified by LELS as provided in this section subject to the following stipulations:

A. LELS may designate employees from the bargaining unit to act as representatives and shall inform the EMPLOYER of such choice and of any changes in designation in writing.

B. Stewards and other employee LELS officers shall not leave their work stations without prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for union business will be limited to the investigation and presentation of grievances.

C. The EMPLOYER agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval of the EMPLOYER and without pay, for the purpose of conducting LELS business when such time off will not duly interfere with the operation of the department.

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

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

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

ARTICLE V. EMPLOYER AUTHORITY

5.1 It is recognized by both parties that accept as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary to operate and direct the affairs of the Swift County Sheriff's Department in all of its various aspects, including, but not limited

to, the right to direct the working forces; to plan, direct and control all the operations and services of the Department, to determine the method means, organization and number of personnel by which such operations and services are to be conducted, to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the EMPLOYER shall retain the authority and prerogatives to:

5.1 .1 Operate and manage affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including County Personnel Policies and Work Rules;

5.1.2 Take whatever actions may be necessary to carry out the missions of the County in emergencies.

ARTICLE VI. SENIORITY

6.1 The Sheriff may establish seniority lists structured by work classifications, in order of highest to lowest seniority, all permanent employees in the bargaining unit which shall:

6.1.1 Be based upon the total length of compensated continuous employment from the most recent date of hire.

6.1.2 Be updated annually and posted in the Sheriff's Department with a copy available to LELS Representatives upon request.

6.1.3 Provide that when an employee, upon recommendation of the Sheriff and approval of the County Board of Commissioners, takes a leave of absence from his/her employment and returns to active employment, having fulfilled all terms and conditions of the leave of absence as established by the EMPLOYER, such employee shall be entitled to credit for all seniority accrued as of the time the leave commenced.

6.2 Lay-off shall be in inverse order of seniority within each classification.

6.3 Recall from lay-off shall be in order of seniority within each work classification provided that if an employee does not return to work upon recall as directed by the EMPLOYER, or on an extended date mutually acceptable to the employee and EMPLOYER, he/she shall automatically have terminated his/her employment.

ARTICLE VII. OUTSIDE EMPLOYMENT

7.1 Employees must receive prior written approval from the Sheriff before applying for or accepting outside employment. No outside employment will be permitted which

involves a conflict of interest, which brings discredit to the employee or the Sheriff's Department, or which otherwise interferes with the performance of their duties. Reasonable requests to work outside employment will not be denied.

ARTICLE VIII. GRIEVANCE PROCEDURE

8.1 A grievance shall be defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the interpretation or application of the specific provisions of this AGREEMENT.

8.2 It is specifically understood that any matters governed by statutory provisions shall not be considered grievances and will not be subject to the grievance procedure herein set forth. The filing of a grievance or the seeking of remedy through the provisions of this AGREEMENT shall serve as a bar from seeking resolution or remedy through any other means; and filing of a grievance or the seeking of remedy other than in accordance with the provisions of this AGREEMENT shall serve as a bar from seeking resolution or remedy through this AGREEMENT.

8.3 GRIEVANCE PROCEDURE: Grievances as herein defined, shall be processed in the following manner:

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

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

Step 3 - MEDIATION – Upon completion of the previous procedure and prior to requesting arbitration, the Union and the Employer, by mutual agreement may request mediation of the grievance by the Bureau of Mediation Services. Such request must be

made within ten (10) days following the decision in Step 2. The time limit for requesting arbitration is tolled during mediation and if mediation does not resolve the grievance within 30 days, arbitration may commence as hereafter provided in Step 4.

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

8.4 If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the employee and LELS may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and LELS representatives involved in each step. Days as used in this

Article shall mean calendar days.

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

ARTICLE IX. EMPLOYER SECURITY

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

ARTICLE X. PROBATIONARY PERIOD

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

ARTICLE XI. WORK SCHEDULES - PREMIUM PAY

11.1 Employees will receive pay at the classification level they are working.

11.2 This Article is intended only to define the normal hours of work and provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

11.3 The work year, as measured from January 1 to December 31, is 2080 hours. Any hours worked over 2080 at the end of the year, that have not been previously paid as overtime will then be compensated for at overtime.

11.4 Work shifts, work breaks, staffing schedules and the assignment of employees thereto

shall be established by the Sheriff. Shift assignment schedules will be posted a minimum of 30 days in advance.

11 .5 Employees shall be compensated at one and one-half (1 ½) times the employee's regular base rate of pay for hours worked in excess of the regularly scheduled shift. Changes in shifts shall not qualify an employee for overtime pay.

11.5.1 Non-compensated leave of absence hours shall not be included in the worked hours per week required to qualify for overtime premium.

11.5.2 Overtime may be converted to compensatory time in lieu of overtime pay at the employee's choice and with the approval of the Sheriff. Compensatory time would be calculated the same as overtime pay; that is at one and one-half (1 ½) hours for each hour worked in excess of their regular scheduled shift. Employees will be allowed to carry over one hundred ninety-two (192) hours of compensatory time from year to year.

11.6 Part-time employees shall be compensated at one and one-half (1½) times the employee's regular base rate of pay for all hours worked in excess of eighty (80) hours in a fourteen (14) day period. Assignment to overtime and night shifts shall be at the discretion of the EMPLOYER. Employees shall be required to work overtime and night shifts unless excused by the EMPLOYER. Employees who refuse to work assigned shifts or overtime may be subject to disciplinary action as determined by the Sheriff.

11.7 The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provision of this AGREEMENT, nor shall there be any pyramiding of premium compensation.

11.8 Employees may voluntarily switch shifts provided that such switches ensure sufficient qualified personnel. Such switches shall not obligate the EMPLOYER for overtime pay. No switch in shifts shall be allowed unless the prior approval of the EMPLOYER is obtained. Reasonable requests to trade shifts with other employees will not be denied.

11.9 Part-time employees are entitled to all the following benefits on a pro-rated basis: Sick leave and vacations (or PTO if hired after December 31, 2013) and holidays. Part-time employees will be credited with vacation and sick leave (or PTO if hired after December 31, 2013) and holidays quarterly.

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

11.11 Shift Differential: All hours worked that are between 6:00 p.m. and 6:00 a.m., qualify for shift differential. Effective January 1, 2020, employees shall receive an additional fifty cents ($.50) per hour.

ARTICLE XII. HOLIDAYS

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

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

12.2 All full-time employees (Deputy Sheriffs and Communications & Corrections Officers) and permanent part-time employees shall work holidays as scheduled and shall receive a lump sum payment in the middle of December of each year equal to ten and one-half (10 ½) days' pay at the employee's rate on the day the holidays occurred. Part-time employees shall receive this as a pro-rated benefit per 11.9.

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

12.4 Holidays are defined as:

New Year's Day - January 1
Martin Luther King's Birthday - Third Monday in January
Presidents' Day - Third Monday in February
Good Friday - (50% of the hours worked will be paid at one and one-half (1 ½) times their regular rate)
Memorial Day - Fourth Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veterans' Day - November 11
Thanksgiving Day - Fourth Thursday in November
Day after Thanksgiving
Christmas Day – December 25

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

12.4.2 In addition to the above, all employees shall receive one (1) floating Holiday (8 hours for full-time employees and 4 hours for part-time employees), which shall be taken annually.

ARTICLE XIII. VACATIONS

13.1 ARTICLE XIII VACATION LEAVE only applies to employees that started on or before December 31, 2013 and did not choose to convert to PTO under ARTICLE XVI.

13.2 All permanent full-time employees shall be eligible for vacation leave benefits except newly hired employees, who shall not be eligible to utilize vacation benefits during the six months (6) of employment.

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

0 - 5years	1 day
6 - l0years	1 ¼days
11- l5years	1 ½days
16 -20years	1 ¾days
20 plus years	2 days

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

ARTICLE XIV. SICK LEAVE

14.1 ARTICLE XIV SICK LEAVE only applies to employees that started on or before December 31, 2013 and did not choose to convert to PTO under ARTICLE XVI.

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

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

14.4 Sick leave shall be granted only for absence from duty because of personal illness, legal quarantine, injury on the job, or death or illness in the immediate family. Immediate family for illness shall be defined as the employee's spouse, children, adult child, step-children, mother in-law, father in-law, grand children, parents, step-parents, grandparents, brothers, sisters, spouse's mother/father/grandparents or any members of the employee's household. Ref: MN Statute 181.9413 Sick leave usage shall be subject to approval and verification by the EMPLOYER who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave or other information the EMPLOYER deems necessary.

14.5 To be eligible for sick leave payment an employee must notify the EMPLOYER or his/her designee prior to the starting time of his/her scheduled shift. This notice may be waived if the EMPLOYER determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

14.6 An employee injured on duty and eligible for Worker's Compensation benefits may elect to use sick leave or vacation leave to supplement Worker's Compensation benefits provided that the total leave and compensation shall not exceed his/her normal full pay.

14.7 Employees shall be granted up to three (3) shifts of funeral leave to be taken within seven days following a death in the immediate family; said three shifts of funeral leave shall not be charged to the employee's sick leave or vacation accrual. Immediate family shall be defined as spouse, brothers, sisters, sons, daughters, parents, brother-in-law, sister-in-law, grandparents, and grandchildren of either the employee or the employee's spouse. Employees will be allowed one day of sick leave to attend any other funeral.

14.8 Employees earning days of sick leave after the one-hundred (100) day accumulation is reached, shall be paid in cash at the current rate of pay at the end of each month. Any days used from the one-hundred (100) day accrual must be replaced before payment is made.

14.9 Employees will be granted parenting, family or medical leave as provided by law, and/or as provided for by Swift County personnel policy.

14.10 All paid benefits, including health insurance are to be paid based on law and County Personnel Policy while an employee is on paid leave or due to an injury occurring on duty.

ARTICLE XV. SEVERANCE PAY

15.1 ARTICLE XV. SEVERANCE PAY only applies to employees that started on or before December 31, 2013 and did not choose to convert to PTO under ARTICLE XVI.

15.2 Employees terminating employment with Swift County shall receive as severance pay, 50% of all accumulated unused sick leave to their credit, not to exceed one-hundred (100) days. Current daily rates of pay will be used in determining amount received.

ARTICLE XVI. PAID TIME OFF (PTO) PLAN

16.1 Employees hired on or after January 1, 2014 and after will automatically be placed on the PTO Plan. Employees hired on or before December 31, 2013 may remain on the current vacation and sick leave plans or opt to convert to the PTO plan. Once an employee chooses to convert to the PTO plan they cannot convert back.

16.2 Conversion Options. Optional for employees hired before January 1, 2014. Employee must make election by February 1, 2014 with the conversion and transition occurring on March 1, 2014.

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

Unused accrued regular sick leave may be converted in one of two ways. Each employee will determine how to convert his or her own individual sick leave balances. A combination of both methods may be utilized. In that case, the employee will indicate

how many hours of accrued sick leave will be converted via method one and how many hours will be converted via method two. The sick leave conversion decision is a one-time decision and is irrevocable.

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

b. Sick Leave Conversion Method Two – earned, accrued sick leave will be converted to PTO according to the following schedule:

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

16.3 Extended Sick Leave Bank

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

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

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

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

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

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

16.5 Accumulation of PTO days is permitted but shall not exceed six hundred (600) hours for employees hired prior to January 1, 2014 and four hundred (400) hours for employees hired on or after January 1, 2014. Any excess hours are forfeited. PTO will be accrued

only when the employee is on compensated payroll status. If the employee is not on fully compensated status, PTO will accrue on a pro-rata basis. "Compensated payroll status" means PTO time, working time or compensatory time.

16.6 Any employee with more than one (1) year of service who leaves the employment of the Employer by reason of death, disability, retirement, or resignation in good standing will be paid for his or her unused accrued PTO time. Resignation in good standing means providing a written resignation a minimum of 14 days before its effective date and the resignation is accepted by the County Board when no charges or allegations of misconduct are pending against the employee.

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

16.8 Non-emergency use of PTO must be requested in advance according to departmental policies. Emergency use may require documentation of the emergency. Non-scheduled PTO request may be denied. Failure to follow departmental policies regarding advance approval or appropriate emergency use of PTO may subject the employee to disciplinary action.

16.9 Medical Certification: A doctor's certificate stating the nature and duration of an illness or injury and verifying that the employee is unable to perform the duties and responsibilities of the employee's position may be required at the discretion of the supervisor before the use of emergency PTO is approved. A statement attesting to the employee's ability to return to work and perform the essential functions of that employee's position may also be required before the employee returns to work.

16.10 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 medical needs.

16.11 Employees shall be granted up to three (3) shifts of funeral leave to be taken within seven days following a death in the immediate family; said three shifts of funeral leave shall not be charged to the employee's PTO accrual. Immediate family shall be defined as spouse, brothers, sisters, sons, daughters, parents, brother-in-law, sister-in-law, grandparents, and grandchildren of either the employee or the employee's spouse. Employees will be allowed one day of sick leave to attend any other funeral.

ARTICLE XVII. MILITARY RESERVE TRAINING

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

ARTICLE XVIII.SALARY RATES

18.1 Employees covered by this AGREEMENT as defined in Article II, Section 2.1, herein shall be compensated for each full month of service in accordance with the schedule and provisions attached to this AGREEMENT as APPENDIX A.

18.2 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 forty-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.

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

18.4 At the time of hire, an employee may be placed at a higher step with the mutual agreement of the County Board and the County Sheriff.

18.5 Health Care Savings Plan: All members of the bargaining unit shall contribute 2.5% of their gross wages each pay period into the Health Care Savings Plan. These funds shall be withheld pre-tax and invested at the discretion of the individual employee. The County has no role in the administration of any account or program operated by the State of Minnesota or the private entities with which it contracts.

ARTICLE XIX. DISCIPLINE

19. 1 Employees will be disciplined only for just cause.

19.2 Disciplinary actions will be one of the following forms:

a) Discharge; or
b) Written reprimand; or
c) Suspension; or
d) Oral reprimand; or
e) Demotion.

Both the Employer and the Union agree that the above listed types of discipline are not to

imply a sequence of events.

19.3 Employees who receive a written reprimand or who are suspended, demoted, or discharged shall have the right to appeal such disciplinary actions through the grievance procedures as established by ARTICLE VIII (GRIEVANCE PROCEDURE).

19.4 Suspensions, demotions, and discharges shall be in writing and shall specify the charges, a copy of which shall be sent to the employee and LELS.

19.5 Employees who are to be discharged will first be suspended for five (5) scheduled normal working days prior to the discharge becoming effective. The appeal of a discharge may be initiated by LELS at Step 2 of the grievance procedure.

19.6 An employee called in for an internal investigation or interview will be informed by the EMPLOYER or investigator of their right to be represented by union representative or legal counsel during questioning. The EMPLOYER agrees to abide by the requirements of the Minnesota Peace Officers Discipline Procedures Act (see state statute).

19.7 Employees may examine their own personnel file at reasonable times under the direct supervision of a representative of the EMPLOYER. An employee may place a written response to specific charges recorded in his/her personnel file into the file.

19.8 During the probationary period a newly hired or rehired employee may be discharged without right of grievance or appeal.

ARTICLE XX. CONSTITUTIONAL PROTECTION

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

ARTICLE XXI. CALL BACK/COURT TIME

21.1 An employee who is called out to perform work services on other than his/her scheduled shift, shall receive a minimum of three (3) hours at time and one-half (1 ½) his/her normal base rate of pay. An extension of a shift or an early start to a shift shall not be considered a call back for the purposes of this Section.

21.2 An employee who is required to appear in Court because of his/her position as an employee, shall receive a minimum of two (2) hours pay at time and one-half (1 ½) his/her normal base rate of pay. Such pay shall be available only if the Court appearance is at other than regular scheduled duty times.

21.3 The number of hours actually worked, not the three (3) hour minimum shall be used for determining eligibility for overtime in accordance with ARTICLE XI, Section 11.4.

ARTICLE XXII. INSURANCE

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

22.2 The EMPLOYER shall provide each full-time employee with Group Term Life Insurance in the amount of $30,000 at no cost to the employee. The employee may provide life insurance coverage for his/her dependents in accordance with the terms of the group insurance policy through authorized payroll deductions.

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

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

22.4 SECTION 1. The employer shall make available group hospital and medical insurance for all full-time employees and their dependents. For 2020 employees will monthly pay the following toward the cost of group hospital and medical insurance coverage:

	Single	Family
Mid-Plan (VEBA)	$36.10	$458.64
High-Plan (HSA)	$0.00	$249.60

For 2021 and 2022, the lowest cost plan will be offered at no cost to the employee selecting single coverage. Employees opting for a plan other than the lowest cost plan shall pay the 50% of the difference between the lowest cost plan and the plan they select.

For 2021 and 2022, the County will split the cost of any increase in the cost of the dependent insurance coverage, with the County paying 50% of the increase and the employee paying 50% of the increase.

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

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

- A diagnostic testing program providing a reward for participation without basing any part of the reward on outcomes. The employer will treat time spent completing diagnostic testing as a call out for any employee that completes it during nonscheduled time. The employer may schedule additional training in conjunction with call outs.
- A program providing a reward to employees for attending a monthly, no-cost health education seminar.

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

Employees will need to complete 5 health wellness programs. The county agrees to offer a minimum of 12 health wellness programs throughout the year.

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

22.5 The Employer agrees to implement and pay the administrative costs of a Flexible Benefits Plan. The terminated employee may continue to turn in bills to the Medical Expense Flex Plan until the account is depleted or the end of the Flex Contract Year. Any deficit in the account will be paid from the final payroll check of the employee.

22.6 Qualified Employees - Employees scheduled to work 24 hours per week, or more, or whose scheduled and unscheduled hours are expected to total at least 24 hours per week, are qualified employees. The County will pay on a pro-rated basis for employees scheduled, or expected, to work a minimum of 24 hours per week (60% of employer's portion) but less than 30 hours per week (75% of employer's portion). Employees who work 30 hours per week, or more, are considered full-time for health insurance benefits (100% of employer's portion).

22.7 Employees whose schedule is normally less than 24 hours per week, but who generally work at least 24 hours per week, will have their starting pro-rated share of health insurance expenses set at 60% of the employer's portion. On December 1st of each year, these employees will have their average work week hours calculated based upon the average weekly hours worked during the preceding January 1st through November 30th period. Only weeks of employment will count towards the average. For the first six months of employment of a part-time employee, a 24 hours per week average shall be used versus accrual hours worked. That average will then be used to set their pro-rated amount for the next January 1st through December 31st period.

ARTICLE XXIII. UNIFORM ALLOWANCE

23.1 The EMPLOYER shall provide each full-time deputy required to wear a uniform with a uniform allowance of $760 in 2020, $785 in 2021 and $810 in 2022.

23.2 New full-time deputies will be provided $600.00 for the purchase of an initial issue of uniform items. The allowance shall be the amount listed in 23.1 in subsequent years.

23.3 New Communications & Corrections Officers will receive $425.00 for purchase of an initial issue of uniform items after the probationary period is completed. The allowance shall be the amount listed in 23.4 in subsequent years starting in 2021.

23.4 Communications & Corrections Officers will receive $500 in 2020, $515 in 2021 and $530 in 2022.

23.5 Part-time employees shall receive full initial issue of uniform items. After initial issue or allowance, part-time employees shall receive uniform allowance on a pro-rated basis. If the employee works 75% of the time or more, the employee will receive full uniform allowance.

ARTICLE XXIV. TRAINING

24.1 The EMPLOYER shall:

1. Be responsible for providing all training required by P.O.S.T. Board to maintain license as a certified Police Officer.

2. Be responsible for providing all training required by the EMPLOYER.

3. Reimburse employees for all reasonable costs incurred in obtaining training including, but not limited to, mileage, meals, lodging, and license fees as per County policy.

ARTICLE XXV. COUNTY BUSINESS

25.1 Travel Meals and other expenses (As per County Policy 201.110 adopted by the County Board)

1. Expenses incurred in the course of an employee's official duties (i.e. meals, parking, lodging, registration fees etc.) will be reimbursed by the County. Reimbursement will not be allowed for meals within Swift County unless approved by the applicable department head. When an employee chooses not to take advantage of meals, or other benefits, already paid for or included in registration fees, and therefore creates additional expenses, those expenses shall not be eligible for reimbursement. When a County vehicle is available and the employee opts to drive their personal vehicle to training or other official business,

the County will only pay 50% of the IRS mileage rate.

2. Expense reimbursements apply to employees only. Costs associated with spouses, children, or other individuals not officially representing the County are not eligible for reimbursement.

3. Public transportation used will be reimbursed for the actual cost of the most economical means of travel.

4. Meal reimbursements for expenses incurred outside of Swift County are allowed and follow county policy.

5. All requests for reimbursement must be on the proper form, include itemized receipts and be approved by the applicable supervisor or department head.

ARTICLE XXVI. JURY DUTY

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

ARTICLE XXVII. ON CALL/STANDBY PAY

27.1 All employees required by the Sheriff to be on on-call/standby status shall receive an additional $225.00 per month. Part-time deputies will receive $1.44 (one dollar forty-four cents) per hour of on-call pay when they are on-call, not to exceed $225.00 per month. When called onto active status from on-call/standby status, an employee shall be compensated with three (3) overtime hours or the actual overtime hours worked, whichever amount is greater. Employees must reside in Swift County and have access to a take home squad at their principal residence in order to be eligible for on-call/standby pay.

ARTICLE XXVIII. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

28.1 This AGREEMENT shall represent the complete AGREEMENT between LELS and the EMPLOYER.

28.2 The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that complete understandings and agreements arrived at by the parties after this exercise of the right and opportunity are set forth in this AGREEMENT. Therefore, the EMPLOYER and LELS, for the life of this AGREEMENT, each

voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this AGREEMENT.

ARTICLE XXIX. SAVINGS PROVISION

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

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

ARTICLE XXX. TERM OF AGREEMENT

This AGREEMENT shall be effective January 1, 2020 and shall remain in full force and effect until December 31, 2022 in witness whereof, the parties hereto have caused this AGREEMENT to be executed.

LAW ENFORCEMENT LABOR SERVICES, INC.

_____
JimMortenson, BUSINESS AGENT
DATE_____

_____
Cassandra Johnson, STEWARD
DATE_____

_____
John Reigstad, STEWARD
DATE_____

_____
Michael Hoffman, STEWARD
DATE_____

COUNTY OF SWIFT

_____
Gary Hendrickx, BOARD CHAIR
DATE_____

_____
Kelsey Baker, CLERK OF THE BOARD
DATE _____

APPENDIX A – CLASSIFICATION

		2020	Hourly Rate									
Department	**Title**	**Grade**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
Sheriff	Communication and Corrections Officer	10	19.35	19.94	20.53	21.15	21.78	22.44	23.11	23.80	24.52	25.26
Sheriff	CCO/Records and Civil Process Specialist	10	19.35	19.94	20.53	21.15	21.78	22.44	23.11	23.80	24.52	25.26
Sheriff	Deputy	14	23.97	24.69	25.43	26.20	26.98	27.79	28.63	29.49	30.37	31.28

		2021	Hourly Rate									
Department	**Title**	**Grade**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
Sheriff	Communication and Corrections Officer	10	19.79	20.39	20.99	21.63	22.27	22.94	23.63	24.34	25.07	25.83
Sheriff	CCO/Records and Civil Process Specialist	10	19.79	20.39	20.99	21.63	22.27	22.94	23.63	24.34	25.07	25.83
Sheriff	Deputy	14	24.51	25.25	26.00	26.79	27.59	28.42	29.27	30.15	31.05	31.98

		2022	Hourly Rate									
Department	**Title**	**Grade**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**
Sheriff	Communication and Corrections Officer	10	20.24	20.85	21.46	22.12	22.77	23.46	24.16	24.89	25.63	26.41
Sheriff	CCO/Records and Civil Process Specialist	10	20.24	20.85	21.46	22.12	22.77	23.46	24.16	24.89	25.63	26.41
Sheriff	Deputy	14	25.06	25.82	26.59	27.39	28.21	29.06	29.93	30.83	31.75	32.70

APPENDIX B – 2020 DEPENDENT/SINGLE HEALTH INSURANCE COVERAGE
(Monthly Rates)

	Mid-Plan VEBA	High-Plan HSA (Minimum Value Plan)
2020 Dependent Coverage Premium	**$1,848.30**	**$1,637.72**
2020 Single Coverage Premium	$699.42	$627.22
Dependent Portion of Premium	$1,148.88	$1,010.50
2019 Dependent Coverage Premium	**$1,830.00**	**$1,621.50**
2019 Single Coverage Premium	$692.50	$621.00
Dependent Portion of Premium	$1,137.50	$1,000.50
Increase in Dependent Portion of Premium	$11.38	$16.22
50% of Increase in Dependent Coverage	$5.69	$8.11
2020 Employee Paid Premium	$458.64	$249.60
2020 Family Employee Paid Premium	**$458.64**	**$249.60**
Difference between lowest cost single plan	$72.20	$0.00
50% of the difference	$36.10	$0.00
2020 Single Employee Paid Premium	**$36.10**	**$0.00**

APPENDIX C – MEMORANDUMS OF UNDERSTANDING

List of Memorandums of Understanding

Exhibit 1 – Health Insurance “Minimum Value Plan” MOU

APPENDIX C – Exhibit 1 – Health Insurance "Minimum Value Plan" MOU

MEMORANDUM OF UNDERSTANDING

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

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

The Employer and the Union agree to the following:

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

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

For the Employer:

for Fox

For the Union:

, BA

NON PROFIT
US POSTAGE
PAID
MORTON, MN
BULK 10

Yellowstone Trail Alliance of Western MN
441 North Park Drive
Morton, MN 56270
(507) 697-6147

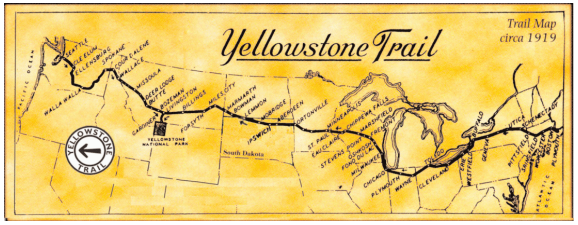
Supporting communities through the connection of the Yellowstone Trail

YELLOWSTONE TRAIL ALLIANCE OF WESTERN MINNESOTA

Become a member of the Yellowstone Trail Alliance of Western MN

On the Yellowstone Trail...
"A good road from Plymouth Rock to Puget Sound"

What is the Yellowstone Trail?



'A good road from Plymouth Rock to Puget Sound'

Initiated in 1912, the Yellowstone Trail is the first transcontinental auto route through the northern tier of states. With government slow to support roads, private "trail" groups like the Yellowstone Trail Association (YTA) formed to develop roads between communities. The YTA charged membership dues, handed out maps and newsletters, held fun "Trail Days", auto races and guided tourists.

YELLOWSTONE TRAIL
Historic National Automobile Route

History of the national Yellowstone Trail Association

The original YTA was formed in 1912. By the early 1930s, the Depression and aggressive state and federal governments efforts to assume road building and route marking responsibility caused the YTA to fade and, over time, be forgotten.

Around 1999, a number of local historians, several retired university professors, and representatives of the tourism industry, individually and then collectively, began attempts to revitalize the Yellowstone Trail and its brand by spreading the word about its historical significance, tourism potential, and 'just plain fun' to be found along the route.

The loss of his legs and hands as a youth to frostbite did not stop Michael J. Dowling from becoming one of the areas most prominent citizens.

Fulfilling the legacy of local legend Michael J. Dowling

A former resident of Granite Falls, Renville and Olivia, Michael J. Dowling is perhaps the premier champion of the Yellowstone Trail. Dowling was the first YTA President (from 1917-1919) following founder Joseph Parmley of Ipswich, S.D. Dowling declared to association members that one day the Yellowstone Trail would one day bring a "golden stream" of tourists to all communities along its route. Established 100 years after Dowling was elected national YTA President, YTAWMN has formed to realize Dowling's legacy in full.

The Yellowstone Trail in MN

The Yellowstone Trail runs coast to coast. In Minnesota it follows HWY 212 & 7.

In 1959, Senator Leo Lauerman, Sr. of Olivia successfully led the passage of legislation officially declaring HWY 212 in Minnesota the Yellowstone Trail.

Our mission: To promote destination corridors comprised of western Minnesota communities along the Yellowstone Trail through the celebration, revitalization and development of arts, cultural, historic and recreational assets.

Who is YTAWMN?

YTAWMN is made up of volunteers from along the Yellowstone Trail. The initial YTAWMN involved a corridor of communities running from Granite Falls to Buffalo Lake. The group has been meeting monthly since January of 2018, and is now seeking to expand its membership from Granite Falls to Ortonville while also working with an emerging YT Alliance of Eastern MN.

Members receive:

- E-mail updates and notices
- The opportunity help further projects listed below

How are contributions used?

Current YTAWMN initiatives:

- Follow the Yellowstone Trail
- Promotion of formal and infomal Yellowstone Trail signage installations
- Development of tourism/visitor guide
- YTAWMN corridor event development
- Establishment of Minnesota Chapter of the national Yellowstone Trail Association
- 2020 statewide YTA Summit
- Planning document aligning community assets toward common corridor vision
- Newsletter

YELLOWSTONE TRAIL ALLIANCE OF WESTERN MINNESOTA

2019-2020 YTAWMN Membership opportunities

Membership types	Cost
☐ Individual:	$25
☐ Family:	$35
☐ Organization:	$50
☐ Business:	$50
☐ Community:	Relative to pop.

Name _____

Address _____

City, State, Zip _____

Telephone _____

Email (to receive updates & notices) _____

☐ Yes, I want to be YTAWMN member

Send this form with checks payable to YTAWMN:

Yellowstone Trail Alliance of Western MN
441 North Park Drive
Morton, MN 56270
(507) 697-6147

Find us on Faceboook

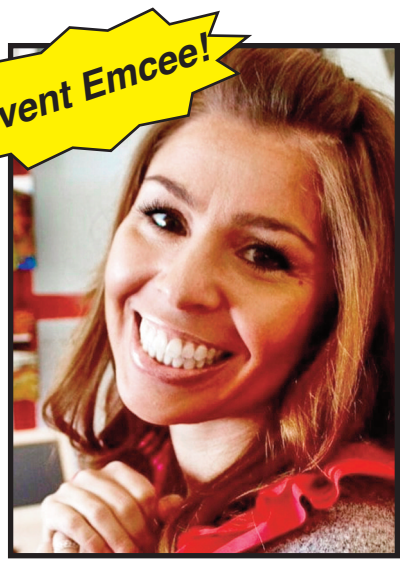
Owning Your Story

Connecting the communities of the Yellowstone Trail

Buffalo Lake • Hector • Bird Island • Olivia • Danube • Renville • Sacred Heart • Granite Falls • Montevideo • Watson • Milan • Appleton • Odessa • Ortonville

Patrick Moore

Lessons from The Meander



Event Emcee!

Jess Gorman

YTAWMN Community Assets

Get to know your neighboring communities with a presentation from Jess Gornan and Patrick Moore on the emerging asset network of the Yellowstone Trail!

Owning Your Story

Keynote Speaker:

Neil Linscheid

University of MN Extension Educator Neil Linscheid will present an uplifting message on the demographic trends and opportunities for creating the new rural narrative!

Friday, Nov. 22

5 - 9 p.m.

@ Granite Falls American Legion

Tickets (includes dinner):

$25 (advance), $30 (door)

5 - Social Hour

6 - YTAWMN Welcome

6:15 - "Owning Your Story"

7 - Dinner

7:30 - YTAWMN Community Assets

8 - Yellowstone Trail Productions
(YME/RCW Schools LYFT Collaborative)

8:15 - Lessons from *The Meander*

8:30 Q/A Forum

8:45 Closing

YELLOWSTONE TRAIL ALLIANCE OF WESTERN MINNESOTA

Register online via Eventbrite or by phone:
507-227-6002

RSVP by November 18