Notice & Agenda

Swift County Board of Commissioners

Tuesday, September 5, 2017
9:00 AM
Benson City Council Chambers – 1410 Kansas Ave, 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 August 15, 2017 Meeting
	3-6	(2)	Consider approval of VCI Environmental Abatement Services
	7-13	(3)	Consider approval of Sussner Construction Services
	14-22	(4)	Consider approving Safe Assurance Contract/Agreement October 1, 2017 to September 30, 2018
	23-30	(5)	Consider approving Administrative Penalty Order Plan for Buffer Law Implementation
	31-32	(6)	Consider approval for County Wide Striping 2017
	33-120	(7)	Consider approval for County Policies
9:04 a.m.		**Consider Approval of Commissioner warrants and review Auditor warrants reviewed**	
9:05 a.m.		**Commissioner and Board reports**	
9:35 a.m.		**Citizens Comments**	
9:36 a.m.		**David Barrett, Veteran's Service Officer**	
		Veteran's Service Office Annual Update	
9:45 a.m.		**Scott Collins, Environmental Services Director**	
	121-124	Consider approving amendment to Conditional Use Permit for Johnson Dairy Properties, LLP	
		Discussion on Set Back from Irrigation Well	
10:00 a.m.		**Melissa Streich, UMVRDC Communications Coordinator**	
10:15 a.m.	125	**Catie Lee, Human Services Director**	
		Consider approving two daycare loans	
10:30 a.m.		**Kelsey Baker, County Administrator**	
	126	2018 Preliminary County Budget Presentation	
		County Administrator Report	
10:50 a.m.		**Other Business**	
	127-131	Consider approving a resolution on the 2018 Budget and Levy for the HRA	
		Consider approving a resolution on the 2018 Budget and Levy for the RDA	
		Road Tour Discussion	
11:05 a.m.		**Adjournment**	

SWIFT COUNTY BOARD MINUTES
August 15, 2017

Chairman Rudningen called the meeting to order at 9:00 AM with all members present. Also present: County Administrator Kelsey Baker, County Attorney Danielle Olson, Community Social Services Director Catie Lee, Fiscal Supervisor Gary Jensen, County Auditor Kim Saterbak and Amanda Ness.

Chairman Rudningen asked if there were any changes or additions to the agenda. A change was made to remove Prairie Waters Tourism from the agenda and to move Catie Lee's report to 9:45 AM. There were no other changes or additions to the agenda.

08-15-17-01 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve the agenda as amended. Motion carried unanimously.

Commissioner P. Peterson requested the removal of considering reimbursing a resident of Kerkhoven Township $2,500 for the demolition of his house from the Consent Agenda and requested it to be sent to the Demolition Committee.

08-15-17-02 Commissioner P. Peterson moved and Commissioner Fox seconded to approve the Consent Agenda items as : (1) Approval of Minutes from the August 1, 2017 Regular Meeting, (2) Approval of Minutes from the Human Services July 18, 2017 Meeting, (3) Approval of Minutes from the Human Services July 18, 2017 Annual Meeting, (4) Appointment of Earl Molden to the Extension Committee, (5) Approval of an application for Property Tax Abatement, (6) Adoption of the County General Records Retention Schedule – Human Resources Records, and (7) Approval of the following daycare loans: Discovery Kids, $12, 500.00 and Kathy Rein, $1,409.09. Motion carried unanimously.

08-15-17-03 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the Commissioner warrants as follows: Revenue: $110,073.46; Solid Waste: $24,625.14; Road and Bridge: $1,676,065.68; County Ditches: $16,642.66 which includes the following bills over $2,000: CliftonLarsonAllen LLP, $25,000.00; Commerford Gravel, Inc., $8,436.50; Computer Professionals Unlimited, Inc., $5,997.52; Don's Building Center, $5,712.17; Dooley Petroleum, Inc., $14,940.87; Glacial Plains Cooperative, $4,543.40; Hannaher's, $27,187.00; Institute for Environmental Assessment, $16,198.31; Kandiyohi County Sheriff's Department, $2,021.62; Knife River Midwest LLC, $1,639,994.54; Pflipsen Trucking LLC, $13,477.10: Ron Schade Construction, $4,575.00; Soil Conservation Office, $2,431.07; Swift County Highway Department, $6,460.26; VanHeuveln General Contracting, Inc., $4,675.00; Waste Management Of Northern Minnesota, $8,928.46; and Wold Architects & Engineers, $9,501.72. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Fox reported on Joint Ditch #9, Woodland Centers, and the Well-Being Committee. Commissioner E. Pederson reported on Joint Ditch #9, DAC, and SWCD. Commissioner P. Peterson reported on 6W Community Corrections and Helping Hands Nurse Family Partnership. Commissioner Gary Hendrickx reported on 6W Community Corrections and Woodland Centers. Chairman Rudningen reported on Courthouse Construction Meeting, Enhancing the Organization, and Well-Being Committee.

Administrator Baker reported on the Countryside Public Health project, Courthouse construction project, Supervisory Training, Schedule Updates, and Regional Administrator's Meeting.

Chairman Rudningen asked for citizens comments. There were none.

Human Services Director Catie Lee and Fiscal Supervisor Gary Jensen reviewed the 2nd Quarter Summary

Reports.

08-15-17-04 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve payment of the Human Services bills. Motion carried unanimously.

Sheri Gades, Andy Albertson and Dale Schlieman of the Soil and Water Conservation District reviewed the 2018 SWCD budget.

Restorative Practices Coordinator Will Warnock gave an update on the Summer Feeding Program and the Restorative Practices Program.

The board recessed at 10:25 AM.

The board reconvened at 10:30 AM.

Kyle Clark and Kim Clark requested an appeal of a variance decision on the addition of an approach. Highway Engineer Andy Sander and Assistant Engineer Paul Petrick were also available to respond to questions during the discussion.

08-15-17-05 Commissioner Rudningen moved and Commissioner P. Peterson seconded to approve allowing an approach to be added to the SW corner of the grove on the property. Motion carried 4-1 with Commissioner Hendrickx opposing.

A lengthy discussion was held regarding a buffer ordinance.

08-15-17-06 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 11:19 AM.

WITNESSED:

_____

Eric Rudningen, Chair

ATTEST:

_____

Kelsey Baker, County Administrator

8/22/2017

County of Swift

VCI Environmental, Inc.

01-110	6610	Asbestos abatement services		69,648.78
		GRAND TOTAL		**$ 69,648.78**

Check #: _____

Date: _____

Vendor #: ____ ~~New~~ 10955

Account #: ___ see above

Amount $ ____ $ 69,648.78

Auditor: _____

State of Minnesota }ss.

County of Swift I, _____

in said County and State declare under the penalties of perjury, that I am the_____

for Swift County making the within claim; that I have examined said claim and that the same is just and true; that the money therein charged was actually paid for the purposes therein stated; that the property therein charged was actually delivered or used for the purposes therein stated; and was of the value therein charged; that the services therein charged were actually rendered and were of the value therein charged; that the fees therein charged are official and are such as are allowed by law; and that no part of said claim has been paid.

8/22/17

The effect of this verification shall be the same as if subscribed and sworn to under oath.
M.S.A. 471.38 as amended by Laws, Chapter 416.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
Swift County
301 - 14th Street North
Benson, MN 56215

PROJECT:
Swift County Courthouse

APPLICATION NO: 1

AUG 21 2017

PERIOD TO: 8/10/2017

Distribution to:
- [x] OWNER
- [x] ARCHITECT
- [x] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
VCI Environmental, Inc.
76 St. Croix Trl N
Lakeland, MN 55043

VIA ARCHITECT:
IEA
9201 West Broadway, Suite 600
Brooklyn Park, MN 55445

PROJECT NOS:

CONTRACT DATE 6/13/2017

CONTRACT FOR:
asbestos abatement services

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 73,052.00
2. Net change by Change Orders		$ 262.50
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 73,314.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 73,314.50
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 3665.73	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 3,665.73
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 69,648.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ 69,648.78
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	3,665.73

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	
Total approved this Month	$262.50	
TOTALS	$262.50	$0.00
NET CHANGES by Change Order	$262.50	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

GRETCHEN L. GUNDERSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2020

CONTRACTOR:

By: _____ Date: 8/15/2017

State of: Minnesota County of: Washington
Subscribed and sworn to before me this 15 day of Aug-17
Notary Public: Gretchen L Gunderson
My Commission expires: 1/31/2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 69,648.78

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 8-21-17

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

VCI Environmental, Inc.

Environmental Contracting Services Since 1987

Proposal

DATE: July 13, 2017

PROPOSAL SUBMITTED TO:	Swift County	PROPOSAL #:	350345
ADDRESS:	301 14th St. N	WORK DESCRIPTION:	Asbestos Abatement
CITY, STATE, ZIP:	Benson, MN 56215	SITE LOCATION:	Swift County Courthouse
ATTENTION:	Kelsey Baker	ADDRESS:	301 14th St. N
FAX NO:		CITY, STATE, ZIP:	Benson, MN 56215
E-MAIL ADDRESS:		PHONE NO:	

VCI Environmental, Inc. proposes the following scope of work:

Scope of Work

VCI Environmental proposes to provide labor, materials & equipment to properly remove and dispose of asbestos containing caulking on 3 openings on steeple per site instruction from IEA **(1 large louver/2 small openings).**

Base Bid: **$2,000.00**

Alt: Secure Openings **$750.00**

Notes:

1. **Price reflects straight time M-F & 1 mobilization.**
2. **Work to be done at same time as other louver openings.**
3. **Others to disconnect mechanical equipment.**

We propose to furnish material and labor - complete in accordance with above Scope of Work, for the sum of:

Two Thousand dollars **$2,000.00**

Terms of Payment: Net 30 days

Payment(s) to be made as follows:

In the event payment are not made as outlined herein, the undersigned agrees to pay all costs of collection and attorney's fees incurred by VCI Environmental, Inc. All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration of deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Owner agrees to supply VCI Environmental, Inc. with 110 volt power and potable water to complete the cleaning process.

Authorized Signature *Aaron Ostermann* Note: This proposal may be withdrawn by us if not accepted within 60 days

Aaron Ostermann

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature _____

Date of Acceptance:

VCI Environmental., Inc.
76 St. Croix Trail North
Lakeland, MN 55043

OFFICE NO.: (651) 436-8559
FAX NO.: (651) 436-2021
Cell: (651) 329-2829

E-MAIL ADDRESS aaron@vci-environmental.com

CONTRACTOR'S WAIVER AND RELEASE OF LIEN
UNCONDITIONAL PARTIAL

Know all men by these presents that the undersigned has received payment in the sum of $ 69,648.78 on the job of Swift County Courthouse

located at 301 14th St N Benson, MN 56215

receipt whereof is hereby acknowledged and with other valuable consideration and benefits to the undersigned occurring, do hereby waive, release and quit claim all liens, lien rights, claims or demands of every kind whatsoever which the undersigned now has, or may hereafter have, against the real estate and the improvements thereon on account of work and labor performed, and/or materials furnished in, to, or about the construction of any building or buildings situate thereon, or in improving said property above described, or any part thereof furnished to

provide asbestos abatement services through 8-10-17

It being the understanding of the undersigned that this is a Waiver and Release of Lien which the undersigned has against the premises described herein, the undersigned warrants that no assignment of said liens or claims, nor the authority to perfect a lien against said real estate, by virtue of the accrual of said payment, has or will be made, and that the undersigned has the authority to execute this Waiver and Release, and that all laborers employed by the undersigned, and all bills for materials and supplies furnished by others to the undersigned in connection with the construction of improvements upon the aforesaid premises, to the extent of the payment herein referred to, have been fully paid.

This Waiver and Release does not cover any retention or labor, services, or materials furnished after the date specified.

In witness whereof, I/we have executed this instrument under seal this date 8-22-2017

GRETCHEN L. GUNDERSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2020

Sworn to me and subscribed before me this 22 day of August, 2017

Gretchen L Gunderson
Notary Public

My Commission Expires: 1-31-2020

(X) Personally Known ( ) Produced Identification

VCI Environmental, Inc.
Company Name

Signature

Aaron Ostermann
Printed Name

General Manager
Title

8/28/2017

County of Swift

Sussner Construction, Inc.

01-112	6610	Application #2	88,468.75
		GRAND TOTAL	**$ 88,468.75**

Check #: _____

Date: _____

Vendor #: 10942

Account #: ___ see above

Amount $ ____ $ 88,468.75

Auditor: _____

State of Minnesota }ss.

County of Swift I, _____

in said County and State declare under the penalties of perjury, that I am the_____

for Swift County making the within claim; that I have examined said claim and that the same is just and true; that the money therein charged was actually paid for the purposes therein stated; that the property therein charged was actually delivered or used for the purposes therein stated; and was of the value therein charged; that the services therein charged were actually rendered and were of the value therein charged; that the fees therein charged are official and are such as are allowed by law; and that no part of said claim has been paid.

_____

The effect of this verification shall be the same as if subscribed and sworn to under oath.
M.S.A. 471.38 as amended by Laws, Chapter 416.

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: ATTN: Kelsey
Swift County
301 14th Street North
Benson, MN 56215

PROJECT: Country Side Public
Country Side Public Health Renovation
201 13th Street SW
Benson, MN 56215

APPLICATION NO: 2
PERIOD TO: 08/18/2017
CONTRACT FOR:
CONTRACT DATE: 06/06/2017
PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
Sussner Construction, Inc.
305 Legion Field Road
Marshall, MN 56258

VIA ARCHITECT:
Wold Architects & Engineers
332 Minnesota St, Ste W2000
Saint Paul, MN 55101

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	$	346,630.00
2. NET CHANGE BY CHANGE ORDERS	$	0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*	$	346,630.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*	$	123,640.00
5. RETAINAGE:		
a. 5.00% of Completed Work *(Columns D + E on G703)*	$	6,182.00
b. 5.00% of Stored Material *(Column F on G703)*	$	0.00
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*	$	6,182.00
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*	$	117,458.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$	28,989.25
8. CURRENT PAYMENT DUE	$	88,468.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$	229,172.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTAL	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Sussner Construction, Inc.
By: [signature] Date: 8/18/17
State of: Minnesota
County of: Lyon
Subscribed and sworn to before me this 18th day of August 2017
Notary Public: Carol Reuvers
My commission expires: 1-31-2020

CAROL REUVERS
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 88,468.75
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: [signature] Date: 8/22/2017

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

PROJECT: Country Side Public
Country Side Public Health Renovation

APPLICATION NO: 2
APPLICATION DATE: 08/18/2017
PERIOD TO: 08/18/2017
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
1	PHASE 1								
2	Division 2 - Bldg Demo								
3	Materials	$3,700.00	$3,700.00	$0.00	$0.00	$3,700.00	100%	$0.00	
4	Labor	$14,000.00	$14,000.00	$0.00	$0.00	$14,000.00	100%	$0.00	
5	Division 3 - Concrete								
6	Materials	$7,600.00	$1,140.00	$6,460.00	$0.00	$7,600.00	100%	$0.00	
7	Labor	$7,400.00	$1,110.00	$6,290.00	$0.00	$7,400.00	100%	$0.00	
8	Division 4 - Masonry								
9	Materials	$1,000.00	$0.00	$1,000.00	$0.00	$1,000.00	100%	$0.00	
10	Labor	$1,400.00	$0.00	$0.00	$0.00	$0.00	0%	$1,400.00	
11	Dviision 5 - Metals								
12	Materials	$1,100.00	$0.00	$0.00	$0.00	$0.00	0%	$1,100.00	
13	Labor	$2,500.00	$0.00	$0.00	$0.00	$0.00	0%	$2,500.00	
14	Division 6 - Carpentry								
15	Materials	$2,200.00	$0.00	$1,100.00	$0.00	$1,100.00	50%	$1,100.00	
16	Labor	$2,000.00	$0.00	$1,000.00	$0.00	$1,000.00	50%	$1,000.00	
17	Division 7 - Thermal & Moisture Protection								
18	Materials	$5,300.00	$0.00	$0.00	$0.00	$0.00	0%	$5,300.00	
19	Labor	$4,800.00	$0.00	$0.00	$0.00	$0.00	0%	$4,800.00	
20	Division 8 - H.M. Doors,/Frames; Wood Doors; Hdwe								
21	Materials	$4,700.00	$470.00	$1,880.00	$0.00	$2,350.00	50%	$2,350.00	
22	Labor	$800.00	$0.00	$800.00	$0.00	$800.00	100%	$0.00	
23	Aluminum Entrances & Windows								
24	Materials	$10,000.00	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00	
	GRAND TOTAL SUB TOTALS	$68,500.00	$20,420.00	$18,530.00	$0.00	$38,950.00	57%	$29,550.00	

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101210ACD44

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

PROJECT: Country Side Public
Country Side Public Health Renovation

APPLICATION NO: 2
APPLICATION DATE: 08/18/2017
PERIOD TO: 08/18/2017
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
25	Labor	$7,000.00	$0.00	$0.00	$0.00	$0.00	0%	$7,000.00	
26	Division 9 - Finishes & Gypsum Board	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	
27	Materials	$5,100.00	$4,845.00	$255.00	$0.00	$5,100.00	100%	$0.00	
28	Labor	$4,900.00	$3,920.00	$980.00	$0.00	$4,900.00	100%	$0.00	
29	Tile								
30	Materials	$1,700.00	$0.00	$1,700.00	$0.00	$1,700.00	100%	$0.00	
31	Labor	$1,600.00	$0.00	$1,600.00	$0.00	$1,600.00	100%	$0.00	
32	Carpet								
33	Materials	$10,300.00	$0.00	$10,300.00	$0.00	$10,300.00	100%	$0.00	
34	Labor	$5,200.00	$0.00	$5,200.00	$0.00	$5,200.00	100%	$0.00	
35	Acoustical Ceiling								
36	Materials	$1,200.00	$0.00	$1,200.00	$0.00	$1,200.00	100%	$0.00	
37	Labor	$1,100.00	$0.00	$1,100.00	$0.00	$1,100.00	100%	$0.00	
38	Paint								
39	Materials	$3,700.00	$0.00	$3,700.00	$0.00	$3,700.00	100%	$0.00	
40	Labor	$3,900.00	$0.00	$3,900.00	$0.00	$3,900.00	100%	$0.00	
41	Division 12 - Furnishings								
42	Materials	$1,300.00	$0.00	$0.00	$0.00	$0.00	0%	$1,300.00	
43	Labor	$400.00	$0.00	$0.00	$0.00	$0.00	0%	$400.00	
44	Division 22 - Plumbing								
45	Materials	$3,000.00	$150.00	$2,850.00	$0.00	$3,000.00	100%	$0.00	
46	Labor	$3,000.00	$150.00	$2,850.00	$0.00	$3,000.00	100%	$0.00	
47	Division 23 - HVAC								
48	Materials	$12,000.00	$0.00	$10,800.00	$0.00	$10,800.00	90%	$1,200.00	
49	Labor	$11,000.00	$0.00	$9,900.00	$0.00	$9,900.00	90%	$1,100.00	
	GRAND TOTAL								
	SUB TOTALS	$144,900.00	$29,485.00	$74,865.00	$0.00	$104,350.00	72%	$40,550.00	

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Continuation Sheet

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In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

PROJECT: Country Side Public
Country Side Public Health Renovation

APPLICATION NO: 2
APPLICATION DATE: 08/18/2017
PERIOD TO: 08/18/2017
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
50	Division 26 - Electrical								
51	Materials	$6,000.00	$0.00	$6,000.00	$0.00	$6,000.00	100%	$0.00	
52	Labor	$6,000.00	$300.00	$5,700.00	$0.00	$6,000.00	100%	$0.00	
53	Division 27 - Communications								
54	Materials	$1,000.00	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00	
55	Labor	$1,000.00	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00	
56	Division 31 - Earthwork								
57	Materials	$9,200.00	$0.00	$0.00	$0.00	$0.00	0%	$9,200.00	
58	Labor	$9,000.00	$0.00	$0.00	$0.00	$0.00	0%	$9,000.00	
59	Division 32 - Ext. Improvements								
60	Materials	$10,100.00	$0.00	$0.00	$0.00	$0.00	0%	$10,100.00	
61	Labor	$6,200.00	$0.00	$0.00	$0.00	$0.00	0%	$6,200.00	
62	Division I								
63	Materials	$6,500.00	$650.00	$5,200.00	$0.00	$5,850.00	90%	$650.00	
64	Labor	$1,600.00	$80.00	$1,360.00	$0.00	$1,440.00	90%	$160.00	
65	PHASE 2								
66	Division 4 - Masonry								
67	Materials	$4,400.00	$0.00	$0.00	$0.00	$0.00	0%	$4,400.00	
68	Labor	$6,900.00	$0.00	$0.00	$0.00	$0.00	0%	$6,900.00	
69	Division 5 - Metals								
70	Materials	$2,000.00	$0.00	$0.00	$0.00	$0.00	0%	$2,000.00	
71	Labor	$800.00	$0.00	$0.00	$0.00	$0.00	0%	$800.00	
72	Division 6 Carpentry								
73	Materials	$1,800.00	$0.00	$0.00	$0.00	$0.00	0%	$1,800.00	
74	Labor	$1,700.00	$0.00	$0.00	$0.00	$0.00	0%	$1,700.00	
	GRAND TOTAL SUB-TOTALS	$219,100.00	$30,515.00	$93,125.00	$0.00	$123,640.00	56%	$95,460.00	

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Country Side Public Health Renovation

APPLICATION NO: 2
APPLICATION DATE: 08/18/2017
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ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
75	Division 7 - Thermal & Moisture Protection								
76	Materials	$6,700.00	$0.00	$0.00	$0.00	$0.00	0%	$6,700.00	
77	Labor	$6,200.00	$0.00	$0.00	$0.00	$0.00	0%	$6,200.00	
78	Division 8 - H.M. Doors/Frames; Wood Doors; Hdwe; Glazing								
79	Materials	$6,500.00	$0.00	$0.00	$0.00	$0.00	0%	$6,500.00	
80	Labor	$4,300.00	$0.00	$0.00	$0.00	$0.00	0%	$4,300.00	
81	Aluminum Entrances								
82	Materials	$9,000.00	$0.00	$0.00	$0.00	$0.00	0%	$9,000.00	
83	Labor	$7,800.00	$0.00	$0.00	$0.00	$0.00	0%	$7,800.00	
84	Division 9 - Finishes								
85	Materials	$5,700.00	$0.00	$0.00	$0.00	$0.00	0%	$5,700.00	
86	Labor	$5,000.00	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00	
87	Carpet								
88	Materials	$9,600.00	$0.00	$0.00	$0.00	$0.00	0%	$9,600.00	
89	Labor	$4,900.00	$0.00	$0.00	$0.00	$0.00	0%	$4,900.00	
90	Acoustical Ceilings								
91	Materials	$1,200.00	$0.00	$0.00	$0.00	$0.00	0%	$1,200.00	
92	Labor	$1,100.00	$0.00	$0.00	$0.00	$0.00	0%	$1,100.00	
93	Paint								
94	Materials	$3,100.00	$0.00	$0.00	$0.00	$0.00	0%	$3,100.00	
95	Labor	$3,300.00	$0.00	$0.00	$0.00	$0.00	0%	$3,300.00	
96	Division 10 - Specialties								
97	Materials	$610.00	$0.00	$0.00	$0.00	$0.00	0%	$610.00	
98	Labor	$150.00	$0.00	$0.00	$0.00	$0.00	0%	$150.00	
	GRAND TOTAL SUB-TOTALS	$294,260.00	$30,515.00	$93,125.00	$0.00	$123,640.00	42%	$170,620.00	

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APPLICATION NO: 2
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A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
99	Division 12 - Furnishings								
100	Materials	$4,400.00	$0.00	$0.00	$0.00	$0.00	0%	$4,400.00	
101	Labor	$600.00	$0.00	$0.00	$0.00	$0.00	0%	$600.00	
102	Division 23 - HVAC								
103	Materials	$7,500.00	$0.00	$0.00	$0.00	$0.00	0%	$7,500.00	
104	Labor	$7,000.00	$0.00	$0.00	$0.00	$0.00	0%	$7,000.00	
105	Division 26 - Electrical								
106	Materials	$8,400.00	$0.00	$0.00	$0.00	$0.00	0%	$8,400.00	
107	Labor	$6,000.00	$0.00	$0.00	$0.00	$0.00	0%	$6,000.00	
108	Division 27 - Communications								
109	Materials	$1,000.00	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00	
110	Labor	$1,000.00	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00	
111	Division I -								
112	Materials	$6,440.00	$0.00	$0.00	$0.00	$0.00	0%	$6,440.00	
113	Labor	$1,000.00	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00	
114	ALTERNATE #1								
115	Phase #1								
116	Materials	$1,000.00	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00	
117	Labor	$1,200.00	$0.00	$0.00	$0.00	$0.00	0%	$1,200.00	
118	Phase #2								
119	Materials	$3,200.00	$0.00	$0.00	$0.00	$0.00	0%	$3,200.00	
120	Labor	$3,630.00	$0.00	$0.00	$0.00	$0.00	0%	$3,630.00	
	GRAND TOTAL TOTALS	$346,630.00	$30,515.00	$93,125.00	$0.00	$123,640.00	36%	$222,990.00	

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101210ACD44

Request for Board Action

BOARD MEETING DATE:
September 5, 2017

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 approving Safe Assurance Contract/Agreement October 1, 2017 to September 30, 2018.	
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: N/A
BACKGROUND/JUSTIFICATION: Renew safety contract with SafeAssure, who will assist with all of Swift County safety trainings and review OSHA guidelines, recommendations and deficiencies.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: N/A

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

CONTRACT/AGREEMENT

The United States Department of Labor, Division of Occupational Safety and Health Administration and the Minnesota Department of Labor, Division of Occupational Safety and Health Administration require employers to have documented proof of employee training and written procedures for certain specific standards. **The attached addendum and training schedule clarifies written and training requirements.**

The required standards that apply to Swift County are listed below:

A.W.A.I.R.
MN Statute 182.653

"An employer covered by this section must establish a written Work-place Accident & Injury program that promotes safe & healthful working conditions".

BLOODBORNE PATHOGENS
29 CFR 1910.1030

Each employer having an employee(s) with occupational exposure as defined by paragraph (b) of this section shall establish a written Exposure Control Plan designed to eliminate or minimize employee exposure.

CONFINED SPACE
29 CFR 1910.146

If the employer decides that its employees will enter permit spaces, the employer shall develop and implement a written permit space program.....

CONTROL OF HAZARDOUS ENERGY
29 CFR 1910.147 &
MN Statute 5207.0600

"Procedures shall be developed, documented & utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this section".

EMERGENCY ACTION PLAN
29 CFR 1910.35 THRU .38

"The emergency action plan shall be in writing and shall cover the designated actions employers & employees must take to insure employee safety from fire & other emergencies".

ERGONOMICS
29 CFR PART 1910.900 THRU 1910.944

"Training required for each employee and their supervisors must address signs and symptoms of MSD's, MSD hazards and controls used to address MSD hazards."

EXCAVATIONS/TRENCHING 1926.651 (k)(1)

Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions.

GENERAL DUTY CLAUSE
PL91-596

"Hazardous conditions or practices not covered in an O.S.H.A. Standard may be covered under section 5(a)(1) of the act, which states: Each employer shall furnish to each of {their} employees employment and a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to {their} employees."

HAZARD COMMUNICATIONS
29 CFR 1910.1200 &
MN Statute 5206.0100 thru 5206.1200

"Evaluating the potential hazards of chemicals, and communicating information concerning hazards and appropriate protective measures to employees may include, but is not limited to, provision for: development & maintaining a written hazard communication program for the work-place..."

LOGGING OPERATIONS 1910.266 (i)(1)

The employer shall provide training for each employee, including supervisors, at no cost to the employee.

MOBILE EARTHMOVING EQUIPMENT
MN RULES 5207.1000

Mobile earth-moving equipment operators and all other employees working on the ground exposed to mobile earth-moving equipment shall be trained in the safe work procedures pertaining to mobile earth-moving equipment and in the recognition of unsafe or hazardous conditions.

OCCUPATIONAL NOISE EXPOSURE
29 CFR 1910.95

The employer shall institute a training program for all employees who are exposed to noise at or above an 8-hour time weighted average of 85 decibels, and shall ensure employee participation in such a program.

OVERHEAD CRANES
1910.179(j)(3)

Periodic inspection. Complete inspections of the crane shall be performed at intervals as generally defined in paragraph (j)(1)(ii)(b) of this section, depending upon its activity……

PERSONAL PROTECTIVE EQUIPMENT
1926.95 a)

"Application." Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

POWERED INDUSTRIAL TRUCKS
29 CFR 1910.178

"Only trained and authorized operators shall be permitted to operate a powered industrial truck. Methods shall be devised to train operators in the safe operation of Powered Industrial Trucks".

RESPIRATORY PROTECTION
29 CFR 1910.134

Written standard operating procedures governing the selection and use of respirators shall be established.

RECORDING AND REPORTING OCCUPATIONAL INJURIES AND ILLNESSES
29 CFR 1904

"Each employer shall maintain in each establishment a log and summary of all occupational injuries and illnesses for that establishment....."

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts when or if applicable during the contract year. (Subparts represent multiple standards)

1910 Subparts
Subpart D - Walking - Working Surfaces
Subpart E - Means of Egress
Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms
Subpart G - Occupational Health and Environmental Control
Subpart H - Hazardous Materials
Subpart I - Personal Protective Equipment
Subpart J - General Environmental Controls
Subpart K - Medical and First Aid
Subpart L - Fire Protection
Subpart M - Compressed Gas and Compressed Air Equipment
Subpart N - Materials Handling and Storage
Subpart O - Machinery and Machine Guarding
Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.
Subpart Q - Welding, Cutting, and Brazing.
Subpart S - Electrical
Subpart Z - Toxic and Hazardous Substances
1926 Subparts
Subpart C - General Safety and Health Provisions
Subpart D - Occupational Health and Environmental Controls
Subpart E - Personal Protective and Life Saving Equipment
Subpart F - Fire Protection and Prevention
Subpart G - Signs, Signals, and Barricades
Subpart H - Materials Handling, Storage, Use, and Disposal
Subpart I - Tools - Hand and Power
Subpart J - Welding and Cutting
Subpart K - Electrical
Subpart L - Scaffolds
Subpart M - Fall Protection
Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors
Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations
Subpart P - Excavations
Subpart V - Power Transmission and Distribution
Subpart W - Rollover Protective Structures; Overhead Protection
Subpart X - Stairways and Ladders
Subpart Z - Toxic and Hazardous Substances
Applicable MN OSHA 5205 Rules
Applicable MN OSHA 5207 Rules
Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

These programs/policies and procedures listed on the addendum **do not** include the cost of hardware such as labels, signs, etc. and will be the responsibility of Swift County to obtain as required to comply with OSHA standards.

Our contract year will begin on the signing of this proposal/contract. Classroom training will be accomplished at a time convenient to most employees/management and so selected as to disrupt the workday as little as possible.

All documents and classroom training produced by SafeAssure Consultants for Swift County are for the sole and express use by Swift County and its employees and not to be shared, copied, recorded, filmed or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior written approval of SafeAssure Consultants.

It is always the practice of SafeAssure Consultants to make modifications and/or additions to your program when necessary to comply with changing OSHA standards/statutes. These changes or additions, when made during a contract year, will be made at no additional cost to Swift County.

All written programs/services that are produced by SafeAssure Consultants, Inc. are guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure Consultants, Inc. will reimburse Swift County should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure Consultants, Inc. SafeAssure Consultants, Inc. does not take responsibility for financial loss due to MNOSHA/OSHA fines that are unrelated to written programs mentioned above.

ADDENDUM
SAFETY PROGRAM RECOMMENDATIONS
Swift County

Written Programs & Training

A.W.A.I.R. (A Workplace Accident and Injury Reduction Act)
- review/modify or write site specific program
- documented training of all personnel
- accident investigation
- simulated OSHA inspection

Bloodborne Pathogens
- review/modify or write site specific program
- documented training of all personnel

Chainsaw/Tree Trimming
- review/modify or write site specific program

documented training of all personnel

Contractors Safety Program
- review/modify or write site specific program
- documented training of all personnel

Cranes-Chains-Slings
- review/modify or write site specific program
- documented training of all personnel (inspections)

Emergency Action Plan
- review/modify or write site specific program

documented training of all personnel

Employee Right to Know/Hazard Communication
- review/modify or write site specific program
- documented training of all personnel (general and specific training)
- various labeling requirements
- assist with installing and initiating DAMARCO Solutions, LLC, MSDS and data base program

Ergonomics/Proper Lifting
- review/modify or write site specific program
- documented training of all personnel
    - job hazards-recognition
    - control steps
    - reporting
    - management leadership requirements
    - employee participation requirements

Fleet Safety/Defensive Driving
- review/modify or write site specific program
- documented training of all personnel

General Safety Requirements (other as required)
- review/modify or write site specific program

documented training of all personnel

Hearing Conservation (Occupational Noise Exposure)
- review/modify or write site specific program
- documented training of all personnel
- decibel testing and documentation

Lock Out/Tag Out (Control of Hazardous Energy)
- review/modify or write site specific program
- documented training of all personnel

Mobile Earthmoving Equipment
- review/modify or write site specific program

documented training of all personal

Personal Protective Equipment
- review/modify or write site specific program
- documented training of all personnel

Powered Industrial Trucks/Forklifts
- • maintain site specific program
- • documented training applicable personnel
- • testing and licensing

Recordkeeping
- review/modify or write site specific program
- documented training of all personnel

Respiratory Protection
- review/modify or write site specific program
- documented training of all personnel

Trenching/Excavation
- review/modify or write site specific program
- documented training of all personnel

The "SafeAssure Advantage"

- On-Line training available for AWAIR, EAP, ERTK, ERGO/Lifting, Bloodborne, Fire Extinguishers
- Safety Committee Advisor
- Employee Safety Progress Analysis
- SafeAssure "Client Discount Card" from Fastenal Stores or Catalogs (15% off any item)
- Job Hazard Analysis (JHA for more hazardous tasks/jobs)
- Training manual maintenance
- Safety manual maintenance
- Documented decibel testing
- Documented air quality readings-(CO-as required)
- Documented foot-candle readings (if needed)
- OSHA recordkeeping
- General Duty Clause
- Assistance during an actual OSHA inspection
- General safety recommendations
- "ALERT" data base
- Unlimited consulting services

Contract/Agreement

THIS AGREEMENT is made this fourteenth day of September, 2017 between Swift County, Benson, Minnesota, herein referred to as Swift County and SafeAssure Consultants, Inc. 200 S.W. Fourth Street, Willmar, Minnesota, herein referred to as SafeAssure.

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees to provide, at the time of execution of this contract/agreement, Swift County (upon request) with a current Certificate of Insurance with proper coverage lines and a **minimum** of **$2,000,000.00** in insurance limits of general liability and statutory for workers' compensation insurance. SafeAssure is insured by "The Hartford" insurance companies.

SafeAssure further agrees that Swift County will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts or omissions of SafeAssure to third parties. SafeAssure expressly forever releases and discharges Swift County, its agents, members, officers, employees, heirs and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify and hold harmless Swift County, its agents, members and heirs from any and all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure and its employees is an independent contractor of Swift County, and nothing in this agreement shall be considered to create the relationship of an employer/employee.

In consideration of this signed agreement/contract, for the period of **Twelve Months** from the signing month, SafeAssure Consultants, Inc. agrees to provide Swift County, the aforementioned features and services. These features and services include but are not limited to providing OSHA compliance recommendations/consultations, scheduled classroom-training sessions, unlimited online training, and writing and maintaining mandatory OSHA programs. These features and services will be prepared to meet the specific needs of Swift County.

ANNUAL CONTRACT	$7,006.05
MSDS ON-LINE	(Included)

TOTAL ANNUAL $ $7,006.05

IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

TWELVE MONTH CONTRACT ➡ **X**_____

Swift County **Date**

X_____

Swift County **Date**

X_____ **080117**

President-SafeAssure **Date**

SWIFT COUNTY BUFFER ENFORCEMENT ORDINANCE PURSUANT TO STATUTES SECTION 103F.48

1.0 STATUTORY AUTHORIZATION AND POLICY

1.1 **Statutory authorization.** This buffer ordinance is adopted pursuant to the authorization and policies contained in Minn. Stat. §103F.48, the Buffer Law as amended from time to time, Minn. Stat. §103B.101, subdivision 12a, authority to issue penalty orders, and the County planning and zoning enabling legislation in Minn. Stat. chapter 394.

1.2 **Purpose and intent**. It is the purpose and intent of the County to:

(a) Provide for riparian vegetated buffers and water quality practices to achieve the following purposes:

(1) Protect state water resources from erosion and runoff pollution;
(2) Stabilize soils, shores and banks; and
(3) Protect or provide riparian corridors.

(b) Coordinate the implementation and enforcement of the water resources riparian protection requirements of Minn. Stat. §103F.48 with the shoreland management rules and ordinances adopted under the authority of Minn. Stat. §103F.201 to 103F.227 and the management of public drainage systems established under Minn. Stat. chapter 103E where applicable; and

(c) Provide efficient and effective direction to landowners and protection of surface water quality and related land resources.

2.0 DEFINITIONS AND GENERAL PROVISIONS

2.1 **Definitions.** Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have in common usage and to give this ordinance it's most reasonable application. For the purpose of this ordinance, the words "must" and "shall" are mandatory and not permissive. All distances, unless otherwise specified, are measured horizontally.

2.1.1 **"APO"** means the administrative penalty order issued pursuant to Minn. Stat. §103F.48, subd. 7 and Minn. Stat. §103B.101, subd. 12a.

2.1.2 **"Buffer"** has the meaning provided in Minn. Stat. §103F.48, subd. 1(c).

2.1.3 **"Buffer protection map"** has the meaning provided in Minn. Stat. §103F.48, subd. 1(d) and which are available on the Department of Natural Resources website.

2.1.4 "**BWSR"** means the Board of Water and Soil Resources.

2.1.5 **"Cultivation farming"** means farming practices that disturb root or soil structure or that impair the viability of perennial vegetation due to cutting or harvesting near the soil surface.

2.1.6 "**Drainage authority"** has the meaning provided in Minn. Stat. §103E.005, subd. 9.

2.1.7 "**Landowner**" means the holder of the fee title, the holder's agents or assigns, any lessee, licensee, or operator of the real property and includes all land occupiers as defined by Minn. Stat. §103F.401, subd. 7 or any other party conducting farming activities on or exercising control over the real property.

2.1.8 **“Parcel”** means a unit of real property that has been given a tax identification number maintained by the County.

2.1.9 “**Public drainage system"** has the meaning given to “drainage system” in Minn. Stat. §103E.005, subd. 12.

2.1.10 **"Local water management authority"** has the meaning provided in Minn. Stat. §103F.48, Subd. 1(g).

2.1.11 **"Normal water level"** means the level evidenced by the long-term presence of surface water as indicated directly by hydrophytic plants or hydric soils or indirectly determined via hydrological models or analysis.

2.1.12 **“SWCD”** means Soil and Water Conservation District.

2.1.13 “**County”** means Swift County and its employees, designees or representatives.

2.1.14. **“Validation of Compliance”** means a notice issued by SWCD that validates that a site(s) is compliant and that said validation is good as long as all practices identified/documented continue to be in place and substantially in the condition identified at the time of issuance. Said notice shall be in recordable form.

2.2 **Severability.** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

2.3 **Data sharing/management.**

2.3.1 The County may enter into arrangements with an SWCD, a watershed district if applicable, BWSR and other parties with respect to the creation and maintenance of, and access to, data concerning buffers and alternative practices under this ordinance.

2.3.2 The County will manage all such data in accordance with the Minnesota Data Practices Act and any other applicable laws.

2.4 **Delegation of Enforcement.** Nothing herein shall prevent the County from entering into an agreement with any other entity, authorized under statutes section 103F.48 to enforce buffer requirements, for the enforcement of buffer requirements within its jurisdiction according to this ordinance or other properly adopted enforcement rule. The County may delegate certain other functions under this ordinance to the SWCD under separate agreement.

2.5 **Drainage System Acquisition and Compensation for Buffer.** Nothing in this ordinance shall prevent the acquisition and compensation of grass buffers on public drainage systems pursuant to Minnesota Statutes chapter 103E.

2.6 **Notice**. Any notice or other communication to be provided herein shall be directed to the Landowner whose name and address appears on the County’s Property Taxes Records and listed as the taxpayer. Notice on said Landowner shall be considered sufficient notice to all those who may be considered a Landowner as defined in Section 2.1.7.

3.0 JURISDICTION

3.1 **Jurisdiction.** The provisions of this ordinance apply to all waters, shown on the buffer protection map, excluding public drainage systems for which the County is not the drainage authority or a member of

joint drainage authority under Minn. Stat. chapter 103E, where another enforcement authority has elected enforcement jurisdiction.

4.0 BUFFER REQUIREMENTS

4.1 **Buffer width**. Except as provided in subsection 4.4 and 4.5, a landowner owning property adjacent to a water body identified on the buffer protection map must establish and maintain a buffer area as follows:

(a) For waters shown on the buffer protection map requiring a fifty (50) foot width buffer, the buffer width will be fifty (50) foot average and thirty (30) foot minimum width as provided in Minn. Stat. §103F.48, subd. 3 as measured according to subsection 4.2; and

(b) For waters shown on the buffer protection map requiring a sixteen and a half (16.5) foot minimum width buffer, the buffer width will be sixteen and a half (16.5) feet as provided in Minn. Stat. §103F.48, subd. 3 and as measured according to subsection 4.2. This subsection applies only if the County is the drainage authority.

4.2 **Measurement.**

(a) The width of any required buffer on land adjacent to a water requiring a fifty (50) foot average width and a thirty (30) foot minimum width buffer shall be measured from the top or crown of the bank. Where there is no defined bank, measurement must be from the edge of the normal water level as provided in Minn. Stat. §103F.48, subd. 3(c).

(b) The width of any required buffer on land adjacent to a water requiring a sixteen and a half (16.5) foot minimum width buffer shall be measured in the same manner as for measuring the vegetated grass strip under Minn. Stat. §103E.021, subd. 1 as provided in Minn. Stat. §103F.48, subd. 3(c).

4.3 **Use of buffer area.** Except as provided in sections 4.4 and 4.5 a buffer as defined in this ordinance may not be put to any use, included but not limited to cultivation farming, which would remove or prevent the permanent growth of perennial vegetation.

4.4 **Exemptions.** The requirement of section 4.1 does not apply to land that is exempted from the water resources riparian protection requirements under Minn. Stat. §103F.48, subd. 5.

4.5. **Alternative practices.** As provided in Minn. Stat. §103F.48, subd. 3(b) an owner of land that is used for cultivation farming may demonstrate compliance with subsection 4.1 by establishing and maintaining an alternative riparian water quality practice(s), or combination of structural, vegetative, and management practice(s) which provide water quality protection comparable to the water quality protection provided by a required buffer as defined in sections 4.1 to 4.3. The adequacy of any alternative practice allowed under this section shall be based on:

(a) the Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG);

(b) common alternative practices adopted and published by BWSR;

(c) practices based on local conditions approved by the SWCD that are consistent with the Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG); or

(d) other practices adopted by BWSR.

4.6 **Compliance with other statute, ordinance or regulation.** Where the provisions of any statute, other ordinance or regulation imposes greater restrictions than this ordinance, the provisions of such statute, other ordinance or regulation shall be controlling.

5.0 COMPLIANCE DETERMINATIONS

5.1 **Compliance determinations**. Compliance with the buffer requirements set forth in section 4 will be determined by the SWCD on a parcel by parcel basis. The compliance status of each bank, or edge of a watercourse on an individual parcel will be determined independently.

5.2 **Investigation and notification of noncompliance.** When SWCD identifies a potential noncompliance with the buffer requirements or receives a third party complaint from a private individual or entity, or from another public agency, it will consult with the County to determine the appropriate course of action to document compliance status. This may include communication with the landowner, inspection or other appropriate steps necessary to verify the compliance status of the parcel. On the basis of the evidence gathered in this process, the SWCD may issue a Notification of Noncompliance to the County. If the SWCD does not issue such a Notification, the County will not pursue a compliance or enforcement action under Minnesota Statutes §103F.48 and subsection 6.2. If the SWCD does issue such a Notification, the SWCD must include, for consideration by the County, a list of corrective actions needed to come into compliance with the requirements of Minn. Stat. §103F.48; a recommended timeline for completing the corrective actions; and a standard by which the SWCD will judge compliance with the requirements of Minn. Stat. §103F.48 after the corrective actions are taken.

At any time during process set forth in 5.2 and 5.3, the landowner may provide documentation of compliance to the SWCD.

5.2.1 **Compliance determination**. The SWCD will evaluate the available documentation, and/or evaluate and/or inspect the buffer and/or alternative practices to determine if the parcel is in compliance. Upon completion of the evaluation and/or inspection the SWCD shall issue a written compliance determination to the landowner, the County and BWSR. The SWCD may also issue a Validation of Compliance if applicable and requested by the landowner.

5.3 **Corrective Action Notice**. On receipt of an SWCD Notification of Noncompliance, the County will issue the landowner a Corrective Action Notice that will:

(a) include a list of corrective actions needed to come into compliance with the requirements of Minn. Stat. §103F.48;

(b) provide a timeline for completing the corrective actions;

(c) provide the standard by which compliance will be evaluated after the corrective actions are taken; and

(d) include a statement that failure to complete corrective actions and achieve compliance within the timeline provided may result in civil or administrative enforcement actions and the assessment of administrative penalties.

The County may send the landowner a combined Corrective Action Notice and APO as provided in section 6.2 so long as the combined Notice/APO includes all the required elements of both.

The County shall transmit the corrective action notice by either personal service to the landowner or by depositing the same in the U.S. Mail. If service is made by U.S. mail, the document is deemed received

three business days after the notice was placed in the U.S. mail. Failure of actual receipt of a corrective action notice that has either been personally served or served by depositing the same in the U.S. Mail shall not be deemed a defense in an enforcement proceeding under section 6.0. The County shall also send a copy of the Notice to the SWCD and BWSR.

Counties may modify the corrective actions and timeline for compliance, in accordance with section 5.2, to extend the compliance timeline for a modification that imposes a substantial new action or significantly accelerates the completion date for an action.

5.3.1 At any time after receipt of a corrective action notice, the landowner may provide documentation of compliance to the County. In addition, the landowner may supply information to the County or the SWCD in support of a request to modify a corrective action or the timeline for compliance. On the basis of any such submittal or at its own discretion, the County, after consulting the SWCD, may make a written modification to the Corrective Action Notice or timeline for compliance. The County, upon review and notification by the SWCD, should also make a written determination documenting whether the noncompliance has been fully corrected. Any such modification of a compliance determination will be served on the landowner in the manner provided for in section 5.3. The County shall provide the SWCD and BWSR a written copy of any modification made pursuant to this provision.

5.3.2 The SWCD may, after an evaluation of the evidence documenting compliance submitted by the landowner, issue a written Validation of Compliance if requested by the landowner. Upon receipt by the County of a written compliance determination issued by the SWCD, the Corrective Action Notice will be deemed withdrawn for the purpose of section 6.0, and the subject property will not be subject to enforcement under that section.

6.0 ENFORCEMENT

6.1 Administrative Penalty. The County may issue an APO as provided for in Minn. Stat. §§103F.48, subd. 7(b) and (c) and 103B.101, subdivision 12a to a landowner who has failed to take the corrective action as set forth in the corrective action notice. For the APO to be effective it must be served on the landowner together with a copy of the corrective action notice or alternatively the County may serve the landowner with a combined Corrective Action Notice and APO so long as the combined Notice/APO includes all the elements of both. Service is effective either by personal service or by depositing the documents set forth herein in the U.S. Mail. Any penalty assessed in the APO shall continue to accrue until the violation is corrected as provided in the Corrective Action Notice and APO.

6.2 **Administrative Penalty Order (APO).**

(a) Initial violation. The penalty for a landowner on a single parcel that has not previously been issued a corrective action notice by the County shall be:

i. $0 for 11 months after issuance of the Corrective Action Notice or during the schedule issued for taking correction actions, whichever is greater;
ii. Up to $200 per parcel per month for the first six (6) months (180 days) following the time period in i ; and
iii. Up to $500 per parcel per month after six (6) months (180 days) following the time period in ii.

(b) Repeat violation. The penalty for a landowner on a single parcel that has previously been issued a corrective action notice by the County shall be:

i. Up to $200 per parcel per day for 180 days after issuance of the subsequent Corrective Action Notice; and
ii. Up to $500 per parcel per day for after 180 days following the time period in i.

(c) Ongoing penalty assessment. Any penalty assessed under this section shall continue until the corrective action notice has been satisfied.

6.2.1 Penalty Determination. For administrative penalties imposed by the County, the County shall determine the severity of the noncompliance, intentional nature of noncompliance and frequency of noncompliance in determining the amount of violation. The amount of an administrative penalty will be based on considerations including the extent, gravity and willfulness of the noncompliance; its economic benefit to the responsible party; the extent of the responsible party's diligence in addressing it; any noncompliance history; the public costs incurred to address the noncompliance; and other factors as justice may require. Upon appropriate findings, the County shall use the following table to determining a penalty amount:

Nature of Violation	**Severity of Violation**		
	Minor	**Moderate**	**Substantial**
Initial noncompliance (initial term)	$50	$100	$150
Initial noncompliance (subsequent term)	$200	$300	$400
Subsequent initial noncompliance (new parcel, initial term)	$100	$150	$200
Subsequent initial noncompliance (new parcel, subsequent term)	$300	$400	$500
Repeat noncompliance (same parcel, initial term)	$100	$150	$200
Repeat noncompliance (same parcel, subsequent term)	$300	$400	$500

6.2.2 APO. To be valid the APO shall include, at a minimum:

i. The facts constituting the violation of the riparian protection and water quality practices requirements set forth in this section 4.0 of this ordinance or Minn. Stat. §103F.48 ;
ii. The specific statute and/or ordinance section(s) that has/have been violated;
iii. A written description of prior efforts to work with the landowner to resolve the violation;
iv. The amount of the penalty to be imposed;
v. The facts supporting the amount of the penalty;
vi. The date the penalty will begin to accrue;
vii. The date that payment of the penalty is due;
viii. The date by which all or part of the penalty may be forgiven if the landowner has/have complied with the Corrective Action Notice; and
ix. A statement of the landowner's right to appeal the APO.

6.2.3 All or part of the penalty may be forgiven based on the correction of the noncompliance by the date specified in the APO by the landowner as provided in Minn. Stat. §103F.48, subd. 7(d).

6.2.4 A copy of the APO must be sent to the SWCD and BWSR.

6.2.5 An APO issued under this section may be appealed to the BWSR within 30 days of receipt by the landowner in accordance with the requirements set for the in Minn. Stat. §103F.48, subd. 9. Any APO that is not appealed within the 30 day period shall be deemed final.

6.3 Administrative Penalty Order Procedures

6.3.1 Statute of limitations. Any administrative enforcement proceeding including the issuance of an APO should be undertaken within three years after the alleged violations was discovered or reasonably should have been discovered by the SWCD. According to Minn. Stat. §541.07, the County has two years in which to commence an APO action after the date the violation is discovered. The goal is to complete the action as soon as reasonably practical, recognizing that situations for which data must be gathered, field investigations must be completed and/or modeling must be performed will require adequate time to complete the work and communicate with the landowner involved.

6.3.2 Compliance verification. Once a landowner has provided notice and submitted written evidence of correction of the violation set forth in the notice of compliance, compliance must be verified. The County will refer the landowner's evidence and notice to the SWCD to:

i. Review and evaluate all information related to the corrective action notice or APO to determine if the violation has been corrected;
ii. Verify compliance by site visit, re-inspection, examination of documentation, or other means as may be reasonable under the facts of the case; and
iii. Document compliance verification.

The SWCD may consult with the County when conducting a compliance verification.

6.3.3 Right to appeal. Within 30 days after receipt of the APO, a landowner may appeal the terms and conditions of an APO issued by a County to BWSR as provided in Minn. Stat. §103F.48, subd. 9. The appeal must be in writing and must include a copy of the APO that is being appealed, the basis for the appeal and any supporting evidence. The appeal may be submitted personally, by U.S. mail, or electronically, to the Executive Director of BWSR.

6.3.4 Penalty due. Unless the landowner appeals the APO as provided in section 6.3.3 the penalty specified in the APO becomes immediately due and payable to the County as set forth in the APO. If, however, the landowner submits written documentation that the violations has been corrected prior to the time the penalty becomes due and payable the County shall verify compliance and adjust the penalty to an amount the landowner would have owed had the penalty been paid on the date the landowner submitted written documentation of compliance. Written documentation of compliance may include a written validation of compliance issued by the SWCD.

However, if the County determines the violation was not fully corrected, the County shall notify the landowner by issuing a written letter of determination and depositing it in the U.S. Mail. Any determination sent by U.S. Mail shall be deemed received three business days after the letter of determination has been deposited in the U.S. Mail. The landowner shall have an additional 20 days after receipt of the letter of determination to pay the penalty or the time period specified in the APO as issued, whichever is later. The penalty will continue to accrue until the violation is corrected as provided in the Corrective Action Notice and APO.

6.3.5 Referral for collection of penalty. All penalties and interest assessed under an APO must be paid by the landowner. All payments shall be made payable to the County. Any penalty or interest not received in the specified time may be collected by the County using any lawful means, including, if lawful, recovery by additional property tax or by recording a lien against the property.

6.3.6 Reporting and documentation. The SWCD shall maintain the following records for any potential violation of the riparian protection and water quality practices requirements. Said records shall include but are not limited to the following:

iv. The cause of the violation;
v. The magnitude and duration of the violation;
vi. Documentation showing whether the violation presents an actual or imminent risk to public health and safety;
vii. Documentation showing whether the violation has the potential to harm to the natural resources of the state;
viii. A record of past violations;
ix. Efforts by the SWCD, County, Watershed District or BWSR to assist the responsible party or parties to become compliant, including written and oral communications with the responsible party or parties ; and
x. Past and present corrective action efforts by the responsible party or parties.

Request for Board Action

BOARD MEETING DATE:
September 5, 2017

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Contract Approval for County Wide Striping 2017	
AGENDA YOU ARE REQUESTING TIME ON: September 5, 2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? yes	EXPLANATION OF MANDATE: Statute
BACKGROUND/JUSTIFICATION: County wide Striping for 2017 were opened on August 30, 2017	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	none

Budget Information

FUNDING:	State, County

Review/Recommendation

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

Board Action

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

Swift County Highway Department

BID TABULATIONS: Maintenance Striping
August 30, 2017

County Wide Annual Maintenance Striping:

CONTRACTOR	BID
Traffic Marking Service, Inc.	**$23,330.59**
AAA Striping Service Co.	**$26,920.34**

Budget	**$35,000.00**

Request for Board Action

BOARD MEETING DATE:
September 5, 2017

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approve the following county policies: 201 – Personnel Policy Manual 204 – Conflict of Interest 215 – Acceptable Use 401 – Swift County Investment Policy Approve the following Departmental policy: Human Services 1.403 – Administration of Overtime and Compensatory Time	
AGENDA YOU ARE REQUESTING TIME ON: Consent	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 the policy
BACKGROUND/JUSTIFICATION: These are all existing policies that have been reviewed, updated and recommended for approval.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING:	n/a

Review/Recommendation

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

Policies for Board Approval

This packet contains the following Policies:

County Policies

201 - Personnel Policy Manual – updated changes with new union contracts

204 – Conflict of Interest – No significant change

215 – Acceptable Use – No significant change

401 - Swift County Investment Policy – No Change

Departmental Policies

Human Services

1.403 Administration of Overtime and Compensatory Time – Updated policy to comply with new union contract language

Policy Name	**Personnel Policy Manual**
Policy Number	**201**
Origination Date	**01/01/2005**
Board Approval Date	**09/05/2017**
Policy Owner	**Administrator**
Responsible Personnel	All County Employees
Regulatory Requirement	***Minnesota Statute 471.661 and IRS rules*** (Includes but not limited to Federal laws, MN Statutes, Mn Rules, or other regulators)
Cross References	(Includes but not limited to Department processes, workflows, guidelines or other policies etc…)
Attachments	

Policy Purpose

It is the purpose of this policy manual to establish and maintain a uniform system for Managing personnel matters; to comply with applicable employment laws; union contracts; and to provide for the standards, terms and conditions of employment with Swift County.

Policy

It is intended, by adoption and periodic amendment of these policies and procedures, to provide a guide for employees of the County in their routine work activities and relationships to the extent that the objectives of both Swift County and individual employees can be achieved.

Table of Contents:

201.050 General Provisions

201.051 Purpose and Scope

201.052 Equal Employment Opportunities

201.053 Applications and Amendments

201.054 Administrative Policies

201.055 Violation

201.100 Conditions of Employment

201.101 Acknowledgment of Policies

201.102 Workweek

201.103 Working Hours

201.104 Overtime

201.105 Compensatory Time

201.106 On-Call Time

201.107 Emergency Closings

201.108 Time Records

201.109 Personal Use of County Vehicles

201.110 Travel, Meals, and Other Expenses

201.111 Outside Employment

201.112 Gifts

201.113 Conduct, Appearance, and Uniforms

201.114 Use of Drugs and Alcohol Prohibited

201.115 Prohibited Political Activities

201.150 Employee Benefits

201.151 Fringe Benefits

201.152 Insurance Benefits

201.153 Health/Medical Insurance

201.154 Health Care Savings Arrangement

201.155 Life Insurance

201.156 Disability Insurance

201.157 Other Benefits

201.200 Employee Safety and Welfare

201.201 Employee Suggestions

201.202 Safety

201.203 Accidents or Loss of License

201.250 Vacation and Leave

201.251 Qualified Employees

201.252 Vacation

201.253 Holiday Leave

201.254 Sick Leave

201.255 Coordination of Leave with Workers' Compensation

201.256 Bereavement Leave

201.257 Unauthorized Absence

201.258 Jury or Court Leave

201.259 Unpaid Leaves of Absence

201.260 Military and Emergency Leaves

201.261 Emergency Services Volunteer

201.262 Suspension of Paid Leave

201.263 Family Medical Leave Act of 1993

201.264 Donation of Leave

201.300 Employee Orientation and Evaluation

201.301 Employee Orientation

201.302 Performance Evaluations

201.350 Employee Development

201.351 Training Opportunities

201.352 County Initiated Training

210.353 Training or Schooling Requested by Employee

201.400 Employment Practices

201.401 Policy Statement

201.402 Determination of Open Position

201.403 Recruitment Protocol

201.404 Selection Process

201.405 Appointment and Notification

201.406 Recruitment and Selection of Department Heads

201.407 Types of Appointments

201.408 Promotions, Transfers, and Demotions

201.409 Probationary Period

201.410 Nepotism Policy

201.411 Compensation

201.412 Comparable Work Value

201.413 Pay Period

201.414 Paydays

201.415

201.450 Resignation and Retirement

201.451 General

201.452 Unauthorized Absence

201.453 Retirement

201.454 Exit Interviews

201.500 Disciplinary Action

201.501 General

201.502 Types of Discipline

201.550 Grievance/Appeal Procedures

201.551 General

201.552 Procedures

201.700 Anti-Harassment Policy

201.701 Policy

201.702 Definitions

201.703 Procedures

201.704 Types of Sexual Harassment

201.705 Employer Liability

201.706 Affirmative Action

201.707 Equal Employment Opportunity

201.708 Documentation

201.709 Confidentiality and Data Practices

201.710 Acknowledgment of Policy Form

201.711 Harassment Report

201.750 Code of Ethics

201.751 Dedication to Values

201.752 Dedicated Service

201.753 Conflict of Interest

201.754 Values and Principles

201.800 Drug and Alcohol Testing

201.801 Testing

201.802 Procedures

201.803 Administrative Responsibility

201.850 Urine and Blood Sample Collection

201.851 Purpose

201.852 Policy

201.853 Procedures

201.854 Administrative Responsibility

201.900 Drug Screening Consent/Refusal Form

Procedure

201.050

General Provisions

201.051 - Purpose and Scope

(A) It is the purpose of this policy to establish a uniform and equitable system of personnel administration for employees of the county.

(B) The Personnel Policies established and adopted for the county are set out in the following articles. Upon adoption of these policies by resolution of the County Board (the "Board"), the policies shall constitute, and be referred to as, the official "Personnel Policies" of Swift County (the "County"). The provisions hereof shall apply to all employees of the County, except that, in case of conflict between applicable statute or ordinance, the statute or ordinance, shall prevail. Responsibility and authority for implementation and administration of these policies is vested in the County Administrator through the Board, except as otherwise specifically provided herein.

(C) Any employee included in a collective bargaining agreement entered into in accordance with Public Employment Labor Relations Act shall be exempt from any provision in this policy which is inconsistent with such collective bargaining agreement. Any employee within the jurisdiction of a personnel board or civil service commission established

under Minnesota Statutes Chapter 44, 419, or 420 is exempt from any provision of this part which is inconsistent with such a statute or rules and regulations adopted thereunder.

(D) Nothing in this policy is intended to modify or supersede any provision of the Veterans' Preference Act.

(E) Statutory elected officials shall be considered employees, but exempt from the provisions of this policy when inconsistent with said statutes. Should said statute not address any regulation or rule of procedure prescribed for these policies, then said employee shall be subject to that regulation or rule of procedure under the County system.

201.052 - Equal Employment Opportunities

(A) Except as otherwise provided by law, these personnel policies shall be applied without regard to race, color, age, creed, sex, national origin, physical handicap, political affiliation, or religious convictions.

201.053 - Applications and Amendments

(A) These personnel policies and any amendment thereto, unless otherwise specified in the resolution adopting the amendment, shall be applicable to all present and future employees of the County.

(B) Nothing in these policies is, or is intended to be, a contract of employment between the County and any employee or person offered employment, or grant a right to any such employee or person to be continued in the employment of the County, or to limit the right of the County to discharge any of its employees.

(C) The Board reserves the right to alter or eliminate any benefit and to revise these policies. Any such alteration, elimination, or revision shall be applicable to current, as well as future, employees.

(D) Amendments to these policies may be proposed by the Policy Committee, Personnel Committee, County Administrator, or any member of the Board. No part of this policy may be changed or deleted without said amendment being placed on the agenda of a

regularly scheduled Board meeting for discussion, discussion held, and motion made to place final disposition of said amendment, as an agenda item, for the next regularly scheduled meeting of the Board.

201.054 - Administrative Policies

(A) The County Administrator may issue administrative policies for the purpose of enforcement, implementation, or clarification of these personnel policies. Such policies shall be effective on the date specified and shall be placed on record. These policies are open to public inspection during normal working hours. In case of any conflict between the personnel policies and any administrative policies, the personnel policies shall prevail. The Board may, by resolution, repeal any administrative policy.

201.055 - Violation

(A) Violation of these policies may result in disciplinary action in accordance with these policies and/or applicable collective bargaining agreement.

201.100

Conditions of Employment

201.101 - Acknowledgment of Policies

(A) Each employee shall be given a copy of these personnel policies, shall acknowledge receipt in writing on a form provided, and shall state on this form that they have read the personnel policies and agree to abide by them.

201.102 - Workweek

(A) The standard workweek shall be forty (40) hours, with the exception of exempt employees. The County's workweek is declared to be a seven consecutive day period commencing at midnight Saturday and ending at midnight the following Saturday.

201.103 - Working Hours

(A) Normal working hours are 8:00 a.m. to 4:30 p.m. Supervisors may require/approve employees working on other schedules as dictated by departmental needs and based upon the nature of the assignment.

(B) Employees who work a standard eight (8) hour day are entitled to one fifteen (15) minute break before noon and one fifteen (15) minute break in the afternoon. Employees should not normally be scheduled to work longer than 3 hours without a break. Employees who work other than normal schedules may take breaks depending upon the constraints of the working conditions within each department as determined by their supervisor.

(C) Meal breaks are to be taken at times approved by the applicable department head. Supervisors will insure that employees have the opportunity to take scheduled meal breaks. The meal break shall consist of 30 minutes without pay. Law enforcement personnel will take meal breaks while on duty. Longer meal breaks may be arranged, with the approval of the applicable supervisor, by working additional time before or after the normal work day.

(D) All breaks should be scheduled so that a department is not left unattended during normal business hours.

201.104 - Overtime

(A) The County provides overtime compensation to employees to whom the Federal Fair Labor Standards Act. Overtime must be approved by the applicable supervisor and will be taken in the form of compensatory time off unless paid overtime is approved by the same supervisor.

201.105 - Compensatory Time

(A) The County shall keep records of all accrued compensatory time.

(B) Overtime to be credited as compensatory time shall be awarded only if the work was approved in advance by the appropriate supervisor or in a situation determined to be an emergency by the supervisor or County Administrator.

(C) Compensatory time off must be approved in advance by the applicable supervisor.

(D) The maximum accumulation of compensatory time, eligibility for compensatory time, and other overtime payment requirements will be governed by the Fair Labors Standards Act, as amended, and applicable regulations.

201.106 - On-Call Time

(A) Hourly employees will be compensated for on-call time in accordance with the applicable collective bargaining agreement.

201.107 – Emergency Closings

(A) Weather Related - County offices will not be officially closed due to weather conditions. Employees who are not able to come to work, due to poor weather conditions, must use vacation, time without pay, sick leave, or compensatory time for the time absent. It is a

condition of employment with the County that all employees are available to report to work under extreme weather conditions or in the event of an emergency response.

(B) Emergency-Related (Toxic Spill, Hostage Situation, etc.) - When a short-term (less than 8 hours) emergency exists, the County Board or its designee may choose to close one or all County offices. Unless determined otherwise by the County Board, employees will not have to use vacation, time without pay, sick leave, or compensatory time for the time the offices are closed.

(C) Closing Protocol During Regular Office Hours - When an emergency has been declared during normal business hours (Monday through Friday, 8:00AM to 4:30PM), the County Board or its designees should notify all the building sites affected by the emergency (Courthouse, Environmental Services, Highway and/or Human Services) in a timely manner. It will be the responsibility of the designated person in each building site to notify its employees.

(D) Closing Protocol During Non-Office Hours - When an emergency has been declared during other than normal business hours (after 4:30PM on normal business days or between 4:31PM Friday through 7:59AM Monday), the County Board or its designee should provide notification to the Benson-based radio stations of such determination. This notice should be in as timely a manner as possible.

201.108 - Time Records

(A) Employees will keep an accurate record of hours worked on the standard County timesheet and submit such record to their supervisor. Supervisors are responsible for verifying the accuracy of the time records submitted.

201.109 – Personal Use of County Vehicles

(A) Personal Use Defined – Personal use is any use of a County vehicle other than that required to perform an employee's assigned duties. Examples of personal use would include:

(1) Use of a County vehicle for commuting to and from your normal place of work;

(2) Taking a County vehicle home for the evening or for breaks;

(3) Shopping for and/or transporting items that are not job related;

(4) Transportation of family members or others not directly related to County

business. However, family members attending a conference or seminar with a County employee may be passengers in a County vehicle; and

(5) Any other non-work use of a County vehicle.

The first two items on this list, i.e. commuting and breaks, are not applicable to emergency vehicles assigned by the Sheriff's Department. However, all other items are applicable to that department.

(B) Except in the case of an emergency, any ongoing personal use of a County vehicle must have prior Board approval. The Board, or a department head on an occasional or incidental basis, may also direct an employee to take a vehicle home if it is to the County's advantage to do so. Board approval does not remove the tax consequences of personal use.

(C) Internal Revenue Services (IRS) rules and regulations will be followed when employees are allowed the personal use of a County vehicle. Those rules and regulations require the employer to report vehicle benefits as income to the employee on their annual W-2 form. The amount of that income will be determined by either a mileage rate (the current IRS mileage rate) or an imputed annual lease rate (the current IRS lease rate) less any business use.

(D) Employees must track and report to the Auditor's office any personal mileage accrued on a County vehicle by the first work day following the end of the calendar year.

201.110 - Travel, Meals, and Other Expenses

(A) It is intended that this policy conform to Minnesota Statute 471.661 and IRS rules governing expenses incurred by employees and elected officials in the conduct of County business. Department Heads shall be responsible for reviewing expense records to assure accuracy. All requests for reimbursement must be on the proper form, include original receipts, and are to be approved by the applicable supervisor or department head.

(B) Expenses incurred in the course of an employee's official duties (i.e. meals, parking, lodging, mileage, 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.

(C) The conference/training topic and information obtained must be to the benefit of the County. Benefits to the County may include but are not limited to the improvements to the operation of the County and the respective department, communication with state and federal offices; cooperation or communication with other local government jurisdictions; meetings requiring the presence of an elected official; representation of the County on national, state, or inter-jurisdictional committees; and professional development.

(D) Employees are encouraged to use County pool vehicles whenever possible. When employees use their personal vehicles for County business, mileage will be reimbursed at the current IRS mileage rate.

(E) Location of Conference: When a conference or seminar is scheduled at several locations, the location in or nearest Swift County should be selected.

(F) The use of public transportation is encouraged and will be reimbursed for the actual cost.

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

Out of State Travel

(H) Scheduled out of state travel for conferences & training must first be presented to the department head and then to the county administrator for approval. Unexpected out of state travel must pertain to official county business and must be reported to the department head and then the county administrator as soon as practically possible. Border communities to the state of Minnesota will not be considered as out of state travel for these purposes.

(I) The cost of the conference, institute or training program, and related travel must be within the annual travel expense budget approved by the County Board. Exceptions may be made with the approval of the County Board. If included in the departmental budget, the County will pay up to $*3000* per employee, per event for applicable registration, lodging, and transportation costs.

(J) Use of Air Transportation: Any County elected official or employee traveling on County business and utilizing air transportation shall be reimbursed for travel expense by coach airfare rates when such accommodations are available.

Travel Expenses for Spouse, Other Members of Family or Non-County Employees

(K) If an employee's or elected official's spouse, family member, or any non-County employee accompanies a County employee on a business trip, any portion of the expenses attributable to the spouse, family member or non-County employee's travel, meals, lodging, etc. are not reimbursable under any circumstances. (If a spouse, family member or non-County employee accompanies an employee on a business trip, the reimbursable business expense for transportation and lodging is the single rate cost of accommodations for the employee.)

Driver's License/ Liability Insurance

(L) Elected officials or employees shall not drive vehicles on County business without a valid Minnesota Driver's License of the appropriate classification. Employees are required to have at least the minimum liability limits as set in effect on all vehicles used for County purposes or while performing County business. The County may at any time require proof of such insurance.

201.111 - Outside Employment

(A) An employee may engage in employment outside of County employment as long as employment does not constitute a conflict of interest with their County employment, the employee’s efficiency while working for the County is maintained, and the hours of the employee's other employment do not interfere with the hours required of the employee by the County. No work relating to the employee’s other employment may be performed during their County work hours.

201.112 - Gifts

(A) No employee of the County, or County official, shall solicit, receive, or accept, directly or indirectly, any gift, gratuity, reward, favor, entertainment, remuneration, loan, or any other thing of monetary value, from any person who has, or is seeking to obtain, a

contractual, business, financial, or other relationship with the County.

(B) Employees may be permitted to accept food and refreshments in the ordinary course of a business meeting or during an inspection tour where an employee is properly in attendance. Employees may be permitted to accept promotional material such as pens, pencils, note pads, calendars, and other items of nominal value that have not been solicited by the employee.

201.113 - Conduct, Appearance, and Uniforms

(A) Employee Conduct - All employees and elected officials are expected to conduct themselves in a manner which reflects favorably on the County and which demonstrates tact, courtesy, and good judgment.

(B) Employee Appearance - Dress should be appropriate for the position held. It is important that an employees' attire reflects favorably on the County and their department. Although it is not possible to detail every article of attire that may be appropriate, it is expected that employees use good judgment and common sense when selecting their attire and addressing their personal appearance and hygiene. For those working in an office setting, business casual should be the minimum standard applied. Those working in the elements or dirty environments have need for more rugged, durable clothing. Clothing should be in good repair and serviceable.

(C) Advertisements on Clothing/Hats - Employee clothing and hats will not reflect any business advertisement, other than the manufacturer's or designer's name.

(D) Employee Uniforms - When uniforms are either paid for, or provided by, the County they will be worn. Uniformed employees who choose to wear hats will wear uniform hats only when on duty. Uniforms, including hats, are not to be worn when off duty.

201.114 - Use of Drugs and Alcohol Prohibited

(A) Employees are prohibited from the illegal manufacture, distribution, possession of, selling of, dispensing, consuming, using or being under the influence of any type of illegal, illicit or unauthorized drug or controlled substance or alcohol in buildings or grounds owned or leased by Swift County, or while operating any vehicle owned or leased by Swift County.

(B) In the event that an employee is using any type of drug, narcotic, or controlled substance, which is prescribed by a physician or is an over-the-counter medication, which impairs or may impair the individual's ability to perform their duties, the individual has the affirmative duty to inform their supervisor.

(C) Failure to comply with this policy will result in disciplinary action under these personnel policies.

201.115 - Prohibited Political Activities

(A) County employees are neither appointed to nor retained in County employment on the basis of their political activity, but rather on the basis of their merit, fitness, performance, and ability.

(B) No employee of the County shall directly or indirectly, during his or her hours of employment, solicit or receive funds.

(C) An employee or official of the County may not use official authority or influence to:

(1) Compel a person to apply for membership in or become a member of a political organization;

(2) Pay, or promise to pay, a political contribution; or

(3) Take part in political activity.

The County may not impose or enforce additional limitations on the political activities of its employees.

201.150

Employee Benefits

201.151 - Fringe Benefits

(A) Subject to annual policy and budgetary action by the County Board, such benefits as the Board may deem appropriate may be offered to employees and Commissioners. Fringe benefits may be increased, decreased, or eliminated at any time by action of the Board, and such action may apply to all current and future employees. All benefits commence, or begin to accrue, on the first day of employment.

201.152 – Insurance Benefits

(A) The Plan - It is the policy of the County to maintain an insurance benefit plan (the "Plan") for employees which may include, but is not limited to, the following group coverages: health/medical; life; disability insurance; and other group insurances that may become available through action of the Board. The Plan shall be available to employees scheduled to work a minimum of 24 hours per week and shall not be available to employees appointed to temporary, emergency, seasonal, or intermittent positions. The Board shall determine annually the County paid portion of the Plan.

(B) Qualified Employees – Employees scheduled to work 24 hours per week, or more, are qualified employees. The County will pay on a pro-rated basis for employees scheduled 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 consider full-time for health insurance benefits (100% of employer's portion).

(C) Waiver of Coverage - An employee may request a waiver to be excluded from certain types of coverage if the employee is covered through a similar employment benefit of a spouse or significant other.

(D) Start Date - New Employees are required to obtain and return application forms related to insurance benefits within five working days from the first day of employment. Enrollment in the selected insurance plan shall begin on the first day of the month following their first day of employment. If a new employee starts on the first day of the month, their insurance

benefits will start on the same day.

(E) Termination of Coverage –

(1) Coverage under the Plan terminates with the termination of employment or the last day of the month for which the premium is paid by the County. Said termination of coverage depends on the various contracts with insurance providers. Certain types of coverage may be continued at the employee's expense for the period allowed under federal law known as COBRA. Terminating employees are required to notify the County Auditor's office of their intent to continue coverage under COBRA.

(2) Employees who have a minimum of 8 years of continuous service or elected officials who have served 2 full terms with the County may extend health insurance coverage until Medicare coverage is available, only if the employee pays the full premium.

201.153 – Health/Medical Insurance

(A) Single coverage is provided for qualified employees working a minimum of 30 hours per week at no cost to the employee.

(B) Depending on the nature and components of the health/medical insurance plan, and the contracts with various insurance underwriters and providers, optional coverages for dependents may be included. The County Board shall determine the annual County paid portion of the dependent insurance benefit plan.

201.154 *– Health Care Savings Arrangement*

(A) Introduction –

(1) The County has adopted the Health Reimbursement Arrangement for Active Employees. Each year, the County will contribute a fixed amount to an account established in the employee's name. The County will also make available a major medical health plan with relatively higher deductibles, co-pays, and/or co-insurance than may have been offered in the past. These benefits are intended to complement one another. Used appropriately, they will provide the opportunity to maximize the value of long-term health coverage.

(2) The Health Reimbursement Arrangement for Active Employees is made available through the Minnesota Service Cooperatives VEBA Plan and Trust (the "VEBA"). It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code. A detailed description of this arrangement is provided in the VEBA Plan Summary.

(B) Eligibility – All non-union employees, and others as provided for in their collective bargaining agreements, are eligible to receive employer contributions to their individual accounts.

(C) Source of Funding – The Health Reimbursement Arrangement for Active Employees is funded entirely with County contributions.

(D) Employer Contributions

(1) If you are eligible to participate and do not waive coverage in one of the appropriate county sponsored health insurance plans, the County will make an annual contribution to individual accounts under the Health Reimbursement Arrangement for Active Employees in accordance with the following schedule:

- $1,125 for each eligible employee who elects single coverage under the group health plan described in Subdivision (E); and
- $2,250 for each eligible employee who elects family coverage under the group health plan described in Subdivision (E).

Contributions are dependent and subject to participation in the County's participatory wellness program as outlined in Section 201.154.B. Half of the contribution will be withheld from employees that fail to meet the minimum participation level in the County participatory wellness program.

(2) Contributions for employees starting on or after January 16th will be prorated for the number of months participating during the year, i.e. six months would qualify for 6/12s of the normal annual contribution.

(3) The County also agrees to pay all fees for administration of the VEBA for active employees.

(4) Any employee leaving County service will have a prorated portion funded withheld from their severance and last pay check.

(E) Group Health Plan – Employer shall also make available the group health plan described as the "VEBA Plan".

(F) Administrative Fee – Administrative fees allocable to individual accounts of active employees shall be paid by the County. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.

(G) Impact on Other Arrangements –

(1) This policy supersedes and revokes all previous policies on this matter, including, to the extent applicable, other written or oral statements of policy and procedure that address other welfare benefits. The policies and procedures outlined herein are not intended to create any contractual rights or duties, and will be applied at the County's discretion. Although contributions made to employee accounts in the Health Reimbursement Arrangement for Active Employees are irrevocable, the County may amend or terminate its contributions policy at any time.

(2) Employment with the County is "at-will," which means that either the employee or the County are free to terminate the employment relationship at any time, with or without notice. Your at-will status is not altered by any statement in this policy.

201.154.A *– Health Savings Account*

(A) Introduction –

(1) The County may adopt a High Deductible Health Plan for group health plan in which a Health Savings Account may be used. Contributions to the HSA may be made pre-tax under a Section 125 Cafeteria Plan. Individual contributions are deducted pre-tax via payroll deduction. The employee, the employer, or both may make contributions to the HSA account.

(B) Eligibility – All non-union employees, and others as provided for in their collective bargaining agreements, are eligible to receive employer contributions to their individual accounts and may made additional individual contributions pre-tax via payroll deduction.

(C) Employer Contributions

(1) If you are eligible to participate and do not waive coverage in one of the appropriate county sponsored health insurance plans, the County will make an annual contribution to individual accounts under the Health Savings Account for Active Employees in accordance with the following schedule:

- $1,125 for each eligible employee who elects single coverage under the group health plan described in Subdivision (D); and
- $2,250 for each eligible employee who elects family coverage under the group health plan described in Subdivision (D).

Contributions are dependent and subject to participation in the County's participatory wellness program as outlined in Section 201.154.B. Half of the contribution will be withheld from employees that fail to meet the minimum participation level in the County participatory wellness program.

(2) Contributions for employees starting on or after January 16th will be prorated for the number of months participating during the year, i.e. six months would qualify for 6/12s of the normal annual contribution.

(3) The County also agrees to pay all fees for administration of the HSA for active employees.

(4) Any employee leaving County service will have a prorated portion of the employer funded portion withheld from their severance and last pay check.

(D) Group Health Plan – Employer shall make available at least one group health plan that is a High Deductible Health Plan and HSA compliant.

(E) Administrative Fee – Administrative fees allocable to individual accounts of active employees shall be paid by the County. Administrative fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the HSA Plan is terminated.

(F) Impact on Other Arrangements –

(1) This policy supersedes and revokes all previous policies on this matter, including, to the extent applicable, other written or oral statements of policy and procedure that address other welfare benefits. The policies and procedures outlined herein are not intended to create any contractual rights or duties, and will be applied at the County's discretion. Although contributions made to employee accounts in the Health Reimbursement Arrangement for Active Employees are irrevocable, the County may amend or terminate its contributions policy at any time.

(2) Employment with the County is "at-will," which means that either the employee or the County are free to terminate the employment relationship at any time, with or without notice. Your at-will status is not altered by any statement in this policy.

***201.154.B** – County participatory wellness program*

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

- A diagnostic testing program providing a reward for participation without basing any part of the reward on outcomes. The employer will treat time spent completing diagnostic testing as a call out for any employee that completes it during nonscheduled time. The

employer may schedule additional training in conjunction with call outs.

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

(B) Employees who fail to meet the minimum participation levels in the annual wellness program will 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 require elements in order to receive their withheld contributions. Once the elements are completed, the employer will fully fund that year's contributions.

(C) For 2014 all VEBA and HSA employer contributions will be fully funded.

(D) Required participation levels

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

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

(E) At least one employee of each union group and the non-union group will be offered the opportunity to serve on the County Wellness Committee. Employee representatives will be subject to approval of the respective employee group and the County Board.

201.155 - Life Insurance

(A) Unless otherwise specified in a collective bargaining agreement, the County will provide a $30,000 term life insurance policy to all employees working 30 hours a week or more. Life insurance for the employee's spouse and dependents, as well as increased coverage amounts is optional at the employee's expense.

201.156 - Disability Insurance

(A) All full-time (30 hours/week) employees of the County are covered by disability insurance. If loss of work occurs due to disability, the employee is paid according to the schedule of benefits described in the policy. A short-term disability policy provides for $800 per month in benefits and a long-term policy provides for $1,000 (per month. Additional coverage is available at employee expense.

201.157 – Other Benefits

(A) Flexible Spending Account - The County has a Flexible Spending Account (FSA) integrated into the Plan. The FSA plan is for employees who choose to pay for certain medical and day care expenses on a pre-tax basis. The employees must declare the amount he/she wishes to pay on a pre-tax basis each year. The total amount declared by the employee will be withheld equally from each paycheck. The minimum amount allowable per year for FSA expenses is $100.00. The maximum advance amount for health care expenses is $5,000. When expenses are incurred, the employee shall complete a reimbursement voucher in order to receive reimbursement for the expenses from the plan administrator. If at the end of the year the employee's actual expenses are less than the estimated expenses, the employee shall forfeit those funds. Claims may be made up to 60 days after yearend. Reimbursement forms can be obtained in the Auditor's Office.

(B) Deferred Compensation Plan - Each employee has the option of participating in one of the Qualified Deferred Compensation Plans offered.

(C) Annual Event - The County shall hold an annual Employee Recognition Dinner and Awards Presentation to recognize the longevity and significant achievements of its employees and elected officials. All County employees and elected officials, with the exception of seasonal employees, are entitled to attend this annual event with another person of their choosing without cost.

(D) Government Cellular Telephone Program - All County employees, i.e. all those who are housed in County-owned buildings, and those who are retired from the County, are eligible for a government Cellular Telephone Program.

201.200

Employee Safety and Welfare

201.201 - Employee Suggestions

(A) Employees are encouraged to submit suggestions to their supervisor, department head, County Administrator, or Commissioner for improving the efficiency and effectiveness of County government. If so requested by the employee making the suggestion, the suggestion will be handled in a confidential manner.

201.202 - Safety

(A) The County shall at all times provide the safest working conditions possible. It is the duty of each department head to establish safety regulations, to instruct workers in accident prevention, and to provide safety meetings for employees on a regular basis.

(B) The County shall provide the proper tools and equipment necessary for a safe work environment. It shall be the duty and responsibility of each employee to operate and use all tools and equipment in a safe and careful manner. Each employee shall be responsible to insure that all safety equipment and rules are used and followed at all times and it shall be the employee's responsibility for insuring that he or she is familiar with the safe and proper use of any tool or piece of equipment before its use. Any employee who has a question concerning a safety practice should inquire of their supervisor.

(C) The County will comply with all provisions of "Employee Right to Know" legislation and will provide the required technical and health related information regarding hazardous substances in the workplace according to the specified procedures in the act.

(D) Every County building will conduct at least one fire drill and one tornado drill annually. The tornado drill will coincide with tornado education week.

(E) All employees are responsible for complying with all the provisions of the County's safety manual and for reporting any unsafe conditions.

201.203 - Accidents or Loss of License

(A) If an employee sustains an on-the-job injury or causes damage to County owned equipment or to public or private property while on duty, the employee shall immediately report the facts of the incident to their supervisor. The supervisor shall first secure medical aid for the injured employee and then promptly file all required injury reports with the Auditor's office.

(B) If, while operating a County vehicle or a privately owned vehicle in the performance of official County business, an employee is involved in an accident resulting in personal injury or property damage, the employee shall:

- Immediately notify their supervisor;

- File all reports required by state law; and
- Provide information and copies of all reports filed to their immediate supervisor.

(C) Employees who drive or operate County vehicles and/or equipment must notify their supervisor immediately if their driver's license is revoked, lost, stolen, cancelled, or suspended.

201.250

Vacation and Leaves

201.251 – Qualified Employees

(A) Permanent, full-time employees are qualified for all leave benefits. Sick and vacation leaves are for employees who were hired on or prior to December 31, 2013 and who did not convert to paid-time-off leave. Paid-time-off leave is for those employees hired on or after January 1, 2014 and those employees that were hired prior to January 1, 2014 and chose to convert to paid-time-off leave.

(B) Temporary/seasonal employees are not entitled to any type of leave (sick leave, vacation leave, paid-time-off leave, jury or court leave, education leave, bereavement leave) or holidays with pay.

(C) Permanent, part-time employees earn prorated vacation and sick leave or PTO leave depending on their normally scheduled hours, i.e. half-time employees earn half the listed amount of vacation or sick leave, etc.

201.252 - Vacation

(A) All permanent, full-time employees accrue vacation at the rate listed below based upon their year of service:

Years	Hours/Year	Days/Year
0 thru 5	96 Hours	12 Days
6 thru 10	120 Hours	15 Days
11 thru 15	144 Hours	18 Days
16 thru 20	168 Hours	21 Days
21 and over	192 Hours	24 Days

(B) Vacation time is accrued from the first day of official duty.

(C) Department head or supervisor approval must be granted prior to taking vacation. Preference in approving vacation will be given to employees on the basis of seniority. The department head may prepare a vacation schedule. Change of vacation scheduling may be approved by the department head if in the best interests of the County.

(D) Vacation leave shall not be taken in excess of hours accrued.

(E) The maximum carryover of vacation leave allowed at calendar year end is 192 hours. Lost hours will not be compensated.

(F) Any employee leaving County employment in good standing, after giving proper notice of such termination, shall be compensated for vacation leave accrued and unused to the date of separation at their regular rate of pay. For employees who are not part of a collective bargaining group, one hundred percent (100%) of such compensation shall be paid into the employee's VEBA account if they participate in a VEBA health insurance plan.

(G) All vacation leave balances for every employee in every Department shall be reported to the County Auditor monthly and to employees at least quarterly.

201.252A – Paid-Time-Off

(A) 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 choses to convert to the PTO plan they cannot convert back.

(B) 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.

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

(2) 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

(C) 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.

(D) 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.

(E) 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.

(F) 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.

(G) PTO can be used for any purpose, subject only to necessary request and approval procedures consistent with departmental policy.

(H) 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.

(I) 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.

201.253 - Holiday Leave

(A) The following are the official County holidays for all County employees, except as otherwise provided herein:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25th
Floating Holiday	At Employee's Discretion

(B) Additionally, County offices will close at noon on Good Friday and Christmas Eve (when Christmas Eve falls on a weekday). This will be considered holiday time. When Christmas falls on a Saturday, employees shall work only until noon on the preceding Thursday. When Christmas falls on a Sunday or Monday, employees shall work only until noon on the preceding Friday. This will be considered holiday time. The Floating Holiday may be used for personal leave, birthday, etc, with prior approval.

(C) Whenever a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When it falls on a Sunday, the following Monday shall be observed. When a holiday falls within a period of paid leave (i.e. vacation, sick leave, etc.) the employee shall be paid at their normal rate of pay for the holiday and the holiday shall not be subtracted from the accrued leave.

(D) If a permanent, full-time employee is required to work on a holiday, the employee shall be granted an alternate day off in lieu of the holiday worked or, in the case of shifts other than eight (8) hours, eight (8) hours compensatory time shall be granted.

(E) Permanent, full-time employees will receive eight (8) hours pay for a holiday. The floating holiday must be taken as an 8 hour block. Permanent, part-time employees will receive prorated holiday pay based upon their normally scheduled hours.

201.254 - Sick Leave

(A) Full-time employees shall accrue eight (8) hours of sick leave for each month of employment, cumulative to eight hundred (800) hours. Unused sick leave shall carry over and be credited to the employee month-to-month.

(B) Hours of sick leave earned after the 800 hour accumulation is reached shall be paid at the end of each month. Any hours used from the 800 hour accrual must be replaced before further payments are made.

(C) Sick leave with pay shall be granted for the following reasons: Personal illness or physical incapacity resulting from causes beyond the employee's control; illness of a member of the employee's immediate family that requires the employee's personal attention; enforced quarantine of the employee in accordance with community health regulations; childbirth or pregnancy disability; or an appointment with a doctor, dentist, chiropractor, optometrist, or other medical professional. Immediate family shall include sons, daughters, spouse, parents of an employee, or parents of the employee's spouse. Immediate family may include a person in a similar role and shall be identified by the employee in their personnel file.

(D) In order to be eligible for sick leave with pay, an employee must report promptly to the department head or supervisor the reason for their absence.

(E) Sick leave of up to three days, for minor illnesses, may be allowed by the department head without a doctor's certificate. The department head shall be kept informed of the employee's condition if the absence is of more than three days duration. The employee shall submit a doctor's certificate if required by the department head.

(F) Claiming sick leave when physically fit, except as permitted in this section, will be cause for disciplinary action.

(G) While an employee is using earned sick leave, vacation time, or drawing Workman's Compensation payments, the employee shall be considered to be working, for the purpose of accumulating additional sick leave or vacation time.

(H) All sick leave balances for every employee in every Department shall be reported to the County Auditor monthly and employees at least quarterly.

(I) An employee who is drawing Workman's Compensation shall be allowed to use as much of their accumulated sick leave as necessary to insure a full monthly check.

(J) Sick leave taken shall not be taken in excess of the hours accrued or in less than ½ hour increments.

(K) If the supervisor determines that an illness is impairing an employee's performance, the supervisor may require the employee to use paid or unpaid leave.

(L) If requested by the employee, and approved by their supervisor, compensatory time or vacation leave may be used in lieu of sick leave.

(M) An employee who has exhausted sick leave, and has not accrued compensatory or vacation time, may be granted leave without pay if their supervisor approves. The supervisor may require the employee to obtain a certificate of illness from a licensed physician prior to granting such approval.

(N) Employees terminating employment with Swift County shall receive, as severance pay, fifty percent (50%) of all accumulated unused sick leave to their credit. Current hourly rates of pay will be used in determining amount received. For employees who are not part of a collective bargaining group, one hundred percent (100%) of sick leave severance pay will be paid to the Employee's VEBA account if they participate in a VEBA health insurance plan.

201.255 - Coordination of Leave with Workers' Compensation

(A) An employee receiving sick leave with pay or paid-time-off leave and simultaneously receiving compensation under the Workers' Compensation Act shall, for the duration of compensation under the Workers' Act, receive only that portion of regular salary which will, together with said compensation, equal their regular net salary. Sick leave or paid-time-off leave shall be charged accordingly. With appropriate leaves taken, the employee may sign over their Workers' Compensation check to the County and in return receive their regular salary.

201.256 - Bereavement Leave

(A) Every full-time, permanent employee is eligible to receive a bereavement leave with pay of three (3) days to be taken within seven calendar days following a death of the employee's spouse, brother, sister, children, children's spouse, mother, father, grandparent, and grandchild, or the child, grandchild, mother, father, sister, or brother of the employee's spouse. A person identified in an employee's personnel file as "in a similar role" shall also be included. The Board may grant additional days when extenuating circumstances arise.

(B) Permanent, part-time employees will receive prorated bereavement leave based upon their normally scheduled hours.

(C) Bereavement leave shall not be chargeable to any accrued leave account. Bereavement leave will be treated as an approved holiday for pay purposes.

201.257 - Unauthorized Absence

(A) Any unauthorized absence of an employee may result in disciplinary action. An employee who is absent for three (3) consecutive days, without notice to their supervisor, may be considered to have voluntarily resigned. If the supervisor determines that extenuating circumstances existed, the absence may be charged to leave, with or without pay, at the discretion of the department head.

201.258 - Jury or Court Leave

(A) Permanent, full-time and part-time employees shall be granted time off with pay when performing jury duty, when subpoenaed as a witness before any court of law in a case involving the County, or when appearing before any court of law as a defendant in a civil action arising from the employee's job with the County. Any money, except for travel expense, granted to an employee serving on jury duty shall be remitted to the County. An employee released from jury duty before the end of their normal workday shall return to work. Temporary employees will be given time off for jury or court duty without pay.

201.259 – Unpaid Leaves of Absence

(A) Leaves without pay of five (5) days or less may be granted by the department head.

(B) Leave without pay of greater than five (5) days may be granted to an employee with the written approval of their department head and action by the Board. A written request shall be made by the employee to their supervisor for leave without pay. The Board may extend such leaves up to a maximum of one (1) year, if circumstances warrant such action.

(C) No vacation, holiday, or sick leave shall apply or be accrued during a leave without pay, nor shall any sick leave be granted to employees on unpaid leave.

(D) Education/sabbatical leaves are considered unpaid leaves.

(E) The County may temporarily fill a position during an employee's period of leave without pay.

(F) Fringe benefits shall not accrue during a period of leave without pay, nor will the County make any contributions during such a period to retirement or group insurance programs. However, qualified employees may participate in the group insurance programs during such periods, provided the employee deposits, in advance with the County, the amounts necessary to cover the total cost of the premiums for each month of the leave period.

201.260 - Military and Emergency Leaves

(A) Subject to the provisions of Minnesota Statutes Section 192.26, a full-time, permanent employee who is a member of the National Guard or Reserve Forces under State or Federal law shall be given up to fifteen (15) days annual military leave.

(B) If the employee is required to continue with military service beyond the time for which leave with pay is allowed, they shall be entitled to leave without pay.

201.261 - Emergency Services Volunteer

(A) For the purpose of this policy, emergency services include fire departments, ambulance services, first responder services, Red Cross, and the Salvation Army.

(B) County employees who respond, as volunteers, to provide emergency services during regular working hours will not be penalized for their response provided they have previous permission from their department head or supervisor. The employee is allowed to respond to an emergency call and is expected to return to work when the emergency is over. The employee will be paid by the County for their normal work hours. No overtime will be authorized. Any additional volunteer work must be done after regular working hours or approved as vacation time. Department heads and/or supervisors may impose additional restrictions.

(C) Department heads may limit participation if County needs dictate an employee's presence, responses have been too frequent or time consuming, or employees have abused their response privilege. Abuse may result in disciplinary action.

201.262 - Suspension of Paid Leave

(A) The County reserves the right to postpone all leaves for an employee, or recall an employee from paid leave, in the event of an emergency, except during a period of authorized sick leave.

201.263 – Family Medical Leave Act of 1993

(A) Swift County employees are allowed to exercise an option before a family medical leave starts. Employees will be allowed to decide whether or not to use sick leave and vacation leave while on family medical leave. Use of such leave is to start from the commencement of the leave period. Once an employee has affirmatively decided to use sick leave and/or vacation leave, it cannot be stopped and restarted during the period of the family medical leave.

(B) Employees who have worked for the County for over twelve months (not necessarily consecutive) are eligible to have their insurance benefits continued, at County expense, during a FMLA leave. Employees who are not eligible for FMLA have no continuation of benefits outside of COBRA. This policy establishes a uniform policy for non-FMLA medical leaves of absence granted by the CSSA Board or County Board.

(C) County Subsidy – For employees who are granted non-FMLA leaves by their applicable Board, the County will pay half of the insurance premiums that were previously paid by the County. The employee portion shall be paid monthly, in advance. This subsidy shall continue for the duration of the leave granted.

201.264 – Donation of Leave

(A) Purpose – Swift County believes that reasonable measures should be taken to provide an opportunity for employees who wish to do so, to be able to donate accrued leave to other employees who have exhausted, or are expected to exhaust, their leave.

(B) Effect on Accrued Balances – Swift County will subtract the hours (not the dollar value) of donated leave from the accrued balances of the employee making the donation and credit those hours to the requesting employee. Once a donation is made, it is irrevocable. Any donations made which are in excess of those used by the employee to whom they were donated, will be retained by the County and given to the next employee who requests donated leave.

(C) Employees may donate accrued leave to any other employee by submitting a written request to the County Auditor.

201.300

Employee Orientation and Evaluation

201.301 - Employee Orientation

(A) Supervisors shall be responsible for providing orientation to new employees during their first day on the job. Orientation shall include pay plans, personnel rules, fringe benefits, safety procedures, necessary employment forms, and any other policies or programs which may effect the person's employment. Orientation will be provided on an ongoing basis as policies and procedures are created or revised.

201.302 - Performance Evaluations

(A) Performance evaluations are an integral part of the overall performance management process and, as such, are part of a process to align the activities, goals, and objectives of the employee with the goals and objectives of the County.

(B) Only authorized evaluation forms shall be used. These forms are available from the County Administrator or through Administrative Services.

(C) All appointed County employees will receive a formal evaluation annually during the month of their employment anniversary. If for any reason an employee or their supervisor is unable to schedule a time during the anniversary month for the evaluation, it shall be completed as soon as possible after the anniversary.

(D) Employees will be evaluated by their immediate supervisor. The County Administrator will be evaluated by the Board.

(E) Employees who are dissatisfied with their evaluation may appeal in writing to their immediate supervisor’s evaluator within 10 business days of their evaluation. If they are still not satisfied, they may appeal to the next highest level of supervision. Once a level is reached where the County Board would be the next highest level, the Appeals Board will hear the appeal.

(F) The Appeals Board will be comprised of the County Administrator and two County Commissioners (appointed on an annual basis. Appeals must be in writing stating the specific ratings and/or statements being appealed and filed with the County Administrator within 10 business days of their evaluation or last appeal decision. The Appeals Board will schedule a time and date within 30 days of the filing to meet with the employee and consider their appeal. Employees may present whatever documentation, testimony, and/or witnesses that are relevant to their appeal. The Appeals Board will respond to the appellant with their decision within 5 business days of their meeting. Decisions of the Appeals Board are final. There is no appeal procedure for the Administrator.

(G) On at least an annual basis, the County Auditor, Treasurer, Recorder, Attorney, and Sheriff will, working jointly with the Board, establish departmental goals. The County Administrator will make a record of those goals and, working with the elected department heads, keep them appraised on a quarterly basis of their progress towards meetings those goals

(H) Completed evaluations will be submitted to Administrative Services for inclusion in the employee's permanent personnel record.

201.350

Employee Development

201.351 - Training Opportunities

(A) Employees will be given the opportunity to develop their work skills through continuous training so they can improve their contribution to the County.

201.352 - County Initiated Training

(A) When the employee attends a seminar, training program, or school at the request of their supervisor, authorized expenses incident to the training shall be borne by the County. Training expenses are also reimbursable to the employee for all training mandated by the County or by law for the employee to maintain or improve skills required for the position held.

201.353 - Training or Schooling Requested by the Employee

(A) At the request of the employee, the actual cost of training or schooling authorized by the supervisor may be reimbursed after satisfactory completion of training. The actual cost of the training shall be determined by the supervisor, taking into account: the individual's salary for the duration of the training; travel and living expenses; tuition; registration costs; text books, supplies and authorized incidentals; and such other costs as the supervisor deems appropriate.

(B) At the request of the supervisor an advance may be issued in an amount estimated to cover the projected costs associated with said training.

201.400

Employment Practices

201.401 - Policy Statement

(A) It is the policy of Swift County to recruit and select the best qualified persons for positions within the County. The recruitment and selection process shall provide fair and equal opportunity for all qualified applicants. If the position falls under a collective bargaining agreement, and all relevant job qualifications are equal, first consideration will be given to a current employee within the applicable bargaining unit. This policy applies to all positions: seasonal; temporary; permanent; part-time; and full-time, unless specifically waived by the County Board.

(B) Swift County shall not use an application or any testing process to exclude persons from applying for employment based on sex, race, religion, creed, marital status, sexual orientation, political affiliation, age, status with regard to public assistance, or physical or mental disability.

(C) Swift County is an equal opportunity, affirmative action employer and shall follow all applicable state and federal employment law.

201.402 – Determination of Open Position

(A) Departments Heads shall notify the County Administrator when a vacancy exists. Such notification will include a recommendation for replacement and any changes in the applicable position description. If the position is an existing and funded position, then the County Administrator may authorize the recruitment for that position. If the position is not an existing and funded potion or if changes to the position description is needed then such request shall go to the appropriate Board..

201.403 – Recruitment Protocol –The recruitment process shall include, at a minimum, the following:

(A) To ensure uniformity in the recruitment process position postings, all advertisement, collection of applications, and processing of the applications shall be handled by the

Administration Department. Once application are received, they will be forwarded to the appropriate Department Head for interview selection and final candidate selection. Once the Department Head selects their final candidate, the offer of employment shall be written by the Administration Department.

(B) County Application – Applicants for any County position shall complete the County job application and related forms as found on the County's web site.

(C) Internal Recruitment – Position vacancies shall be posted on the official County Courthouse bulletin board and applicable departmental employee bulletin board(s) for a period of not less than 5 working days or other period of time as stated in a relevant bargaining unit contract. The posting shall include, but is not limited to: 1) title of position, 2) salary scale, 3) a description of the essential responsibilities and duties, 4) immediate supervisor, 5) the application deadline, 6) any test to be given and, 7) minimum qualifications. Interested internal applicants shall submit the same paperwork that is required of outside applicants.

(D) External Recruitment – An external recruitment maybe conducted at the same time as the internal recruitment process. Announcements for positions shall be placed in newspapers and other job related publications for a period of time necessary to attract qualified candidates, but not less than 10 days. If a Merit System eligibility list exists, with a minimum of three qualified candidates, advertising the position is optional.

(E) Minnesota Merit System - For any department regulated by the Minnesota Merit System, that County shall adhere to all pertinent regulations during the recruitment process.

201.404 – Selection Process –The selection of applicants shall include, but not be limited to, the following:

(A) Education, Training, and Experience – The Department Head shall review all applications and apply standardized points to each application based on qualifications for the job. Ratings shall be based on a 100-point scale with point values assigned to education, training, and experience prior to advertising the position. Those applicants who do not meet the minimum qualifications shall not be considered. Rating information shall be retained for 1 year.

(B) Eligibility List - The Department Head shall be responsible for the creation of an eligibility list of qualified persons. The eligibility list shall be valid for a minimum of 90 days from date of establishment but not more than 1 year.

(C) Testing – Applicants meeting minimum qualifications may be asked to participate in further testing conducted under the direction of the Department Head. This testing may vary depending upon the position but may include one or more of the following tests: ability; achievement; performance; physical agility; and/or dexterity. The Department Head shall make test scores available to the individual who completes a test. Completed exams and/or answer keys to the exam shall not be provided to any applicant.

(D) Veteran's Preference - Swift County shall provide additional points in rating qualified veterans as determined by M.S. 197.455 ; 10 points for honorably discharged veterans and 15 points for disabled veterans. The surviving spouse of a deceased veteran or the spouse of a disabled veteran who because of the disability is unable to qualify may request Veteran's Preference points.

(E) Interview - Upon completion of the rating, and any other testing, the Department Head should offer at least the top 3 candidates an interview. The interview shall be based on the use of structured questions relating to the responsibilities and duties to be performed in the position. The interview team will include the Department Head, any other direct supervisor of the position, and additional staff as desired.

(F) Applications for those not selected along with the rating information shall be returned to the Administration Department once the final candidate is selected.

201.405 – Appointment and Notification

(A) For non-Department Head level positions, the Department Head shall recommend the candidate most qualified for the position to the County Administrator for appointment. Appointment of Department Heads and the County Administrator shall be made by the Board.

(B) A written offer of employment shall be presented to the candidate. All offers of employment shall come from the Board or County Administrator. The offer of employment shall be presented prior to the first day of work and shall include the following items: 1) position offered; 2) anticipated starting date and time; 3) position classification (i.e. exempt/non-exempt, salaried/hourly, part-time/full-time, department head, etc.); 4) compensation and any anticipated probationary increases; 5) their

immediate supervisor's name; and 6) any deviation from the personnel policies or collective bargaining agreement. The offer letter shall be signed by the Board Chair or the County Administrator, depending on the position.

(C) All offers of employment are contingent upon successful completion of any required criminal background investigation. Appointments may also be contingent upon the successful completion of a psychological and/or preemployment physical examination and other background investigation appropriate for the position and consistent with State and Federal laws.

(D) All applicants must be notified in writing, and by telephone if desired, as soon as practicable after they have been eliminated from consideration for the position.

201.406 – Recruitment and Selection of Department Heads and the County Administrator

(A) The Chairman of the Board or his designee shall be responsible for following this protocol in the recruitment of the County Administrator position. The County Administrator is responsible for following the protocol when the vacancy is that of an appointed Department Head or equivalent.

201.407 – Types of Appointments

(A) Full-Time Appointments - This is an appointment to a position which is computed at a full-time rate and for which all fringe benefits offered by the County are available, as specified in these policies, providing it is also a permanent position.

(B) Emergency Appointments - In order to prevent stoppage of public business or loss or serious inconvenience to the public, appointment of a temporary employee may be authorized by the County Administrator, within the departmental budget. A vacancy of which a department head has had reasonable notice, or an employment condition of which they had, or might with due diligence have had previous knowledge, shall not be filled by an emergency appointment.

(C) Part-Time Appointments - This is an appointment to a position which is paid at an hourly rate and for which the fringe benefits are not available, except as required by Federal or State law or provided for under section 201.150.

(D) Permanent Appointment - Appointment to a position that is expected to be on-going.

(E) Temporary Appointment - Appointment to a position for a specific term of 185 consecutive calendar days or less in each year.

201.408 – Promotions, Transfers, and Demotions

(A) Promotion Policy - Vacancies in positions are encouraged to be filled by promotion of qualified County employees. Promotions in every case must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of affecting an increase in compensation.

(B) Promotion Without Examination - The County Board or County Administrator may authorize the promotion, without competition, of a qualified employee upon the presentation by their supervisor of a written statement showing that the duties performed by the employee are a natural preparation for the higher position, and that such employee is the most qualified employee for the position.

(C) Transfers - An employee may be transferred to a similar position in a different department. An employee desiring to be transferred should make a written request to their supervisor for consideration when a vacancy occurs. The request must be approved by the current supervisor, the County Administrator, and the supervisor receiving the employee. Transfer of an employee may be permitted when the supervisor determines that the employee meets the qualifications of the position, that the transfer is in the best interest of the County, and that further training and development of the employee in the new position would be beneficial to the County.

(D) Demotions - An employee may be demoted to a position of lower grade at the discretion of their supervisor, subject to the approval of the County Board. Reasons for the demotion shall be detailed in a written statement.

201.409 – Probationary Period

(A) All employees will be subject to a standard probationary period of one year from their first duty day following appointment. The probationary period is an integral part of the selection process and shall be utilized for observing the employee's work, for securing the most effective adjustment of the employee for the position, and for rejecting any employee whose performance does not meet the required work standards.

(B) The Board may terminate an employee at any time during the probationary period if, in the Board's opinion, the working test indicates that the employee is unable or unwilling to perform the duties of the position satisfactorily or that their habits and dependability do not merit continuance in the position. The employee so terminated shall be notified in writing by their supervisor of the reasons for the termination and shall not have the right to appeal unless they are a veteran, in which case the procedure prescribed in Minnesota Statute 197.46 shall be followed.

(C) An employee terminated during the probationary period from a position to which they were promoted or transferred shall be placed on a leave of absence without pay. When a vacancy arises in the class from which the employee was promoted or transferred, such employee shall be reinstated to that position.

(D) At least ten (10) days prior to the expiration of the probationary period, the employee's supervisor shall complete and submit an evaluation of the employee, per section 201.302, and place the status change request on the agenda of the next regularly scheduled County Board meeting.

(E) Based upon the performance evaluation, supervisors shall recommend to the County Board that:

1) The employee be appointed to permanent status;

2) The employee be terminated; or

3) The probationary period be extended for another ninety (90) days to allow for further training and/or observation.

(F) The County Board shall act upon the recommendation of the employee's supervisor at their next regularly scheduled meeting after the conclusion of the employee's probationary period. The Board reserves the right to affirm the supervisor's recommendation, overturn the recommendation, or modify it in any manner which they deem appropriate.

(G) In the absence of a supervisor’s recommendation, an employee is deemed to have satisfactorily completed their probationary period.

201.410 – Nepotism Policy

(A) No person serving as a member of the County Board shall be eligible for employment with the County.

(B) No supervisor or elected official shall participate in or vote on decisions related to hiring, retention, promotion, or determination of the salary level of a member of their immediate family. No elected official or employee shall have supervisory responsibility for matters pertaining to audits, financial records, payroll, or inventory of goods and supplies for an immediate subordinate who is a member of their immediate family.

(C) The foregoing restrictions do not preclude consideration of a relative of an elected official or supervisor for County employment except as specifically restricted herein. Evidence should be available demonstrating that procedures of the personnel policies were followed during the selection process and that the most qualified person was selected.

201.411 – Compensation

(A) The County Board may grant salary increases to employees based upon their achievement of an acceptable level of competence, as it pertains to the duties and responsibilities of their position. Any wage or salary so established is the total remuneration for employment, but shall not be considered as reimbursement for official travel or other expenses which may be allowed for the conduct of official business. Unless approved by the Board, no employee shall receive pay from the County in addition to the salary authorized for the position to which they have been appointed.

(B) All non-union employees shall be considered for salary increases on an annual basis prior to January 1st of each year. The constraints of the County budget will be a consideration in the awarding of salary increases.

(C) Denial of a salary increase due to work performance requires a special performance evaluation to be completed within sixty (60) days of the denial action.

(D) Salary increases are made at the sole discretion of the County Board.

(E) When an extended vacancy exists in a supervisory or Department Head position and an employee is requested to fill that position, the County Board, at its discretion, may provide additional compensation. Such consideration should be made by the Board prior to the person assuming these increased responsibilities. The length of the term should

include the starting date and proposed ending date.

201.412 – Comparable Work Value

(A) Subject to Minnesota Statute 179A.25, but not withstanding any other law to the contrary, the County shall establish equitable compensation relationships as prescribed by Minnesota Statutes 471.991 to 479.999. Compensation of each class of County positions shall be fixed in compliance with the provisions of those statutes.

201.413 – Pay Period

(A) The pay period shall be semi-monthly (twice-a-month). Employees shall be paid on the 15th for the period of the previous 16th through the end of the month and at the end of the month for the period of the 1st through the 15th (positive pay).

201.414 – Paydays

(A) Employees shall be paid semi-monthly on the 15th and last day of the month. If a payday falls on a weekend or holiday, employees shall be paid the first preceding work day.

201.415 – Interns

(A) Positions classified as an internship may be filled by a full-time or part-time student in a secondary or post-secondary educational institution, in a sponsored internship program, or by a recent graduate. All county internships shall be for the allotted amount of time to finish the specific project.

(B) The number of hours worked may be part-time or full-time. Internships may be paid or unpaid. Paid internships are compensated at the intern rate of pay and do not participate in the county benefits program unless required by law. Interns may be dismissed from employment at the discretion of the department head.

201.450

Resignation and Retirement

201.451 – General

(A) An employee who wishes to resign from employment with the County shall provide a written resignation to their supervisor at least ten (10) working days prior to their anticipated resignation date stating the effective date of resignation. Failure to comply with this procedure may be considered cause for denying the employee future employment by the County and denying terminal leave benefits.

(B) The letter of resignation shall remain part of the employee's personnel file.

201.452 – Unauthorized Absence

(A) An unauthorized absence for a period of three (3) consecutive duty days may be considered a resignation without notice by the employee's supervisor.

201.453 – Retirement

(A) There is no mandatory retirement age.

201.454 – Exit Interviews

(A) Exit interviews will be given to all employees by their supervisor.

201.500

Disciplinary Action

201.501 – General

(A) Disciplinary actions may take the form of a verbal reprimand, a written reprimand, suspension, or dismissal. The employee's supervisor will assume the responsibility for

administering reprimands or suspensions as appropriate. Disciplinary actions need not be imposed in any particular order; however, dismissals must be approved by the County Board.

201.502 – Types of Discipline

(A) Verbal Reprimand – A supervisor may verbally reprimand an employee relative to the improper performance of their job tasks or actions which may be in opposition to a generally accepted set of policies. Actions required to correct the deficiencies or misconduct noted must be conveyed to the employee. Verbal reprimands shall be noted in the employee's personnel file.

(B) Written Reprimand – A written reprimand shall be prepared by the employee's supervisor and submitted to the employee with a copy to the employee's personnel file. The written reprimand shall be signed and acknowledged by both the supervisor and the employee indicating a conference was held addressing the reprimand. It shall state that the employee is being warned for misconduct, describe past actions taken by the supervisor to correct the problem, urge prompt correction or improvement by the employee, include timetables and goals for improvement when appropriate, and outline future penalties should the problem continue.

(C) Suspension – Supervisors, with the approval of the County Administrator, may suspend an employee, with or without pay, for a period of up to three (3) weeks, depending on the seriousness of the problem. The circumstances resulting in suspension shall be explained in a written communication to the employee and the County Administrator and a copy of the written communication placed in the employee's personnel file. Neither compensatory time nor vacation leave shall be used in lieu of an unpaid suspension.

(D) Dismissal – An employee may be dismissed by written notice from their supervisor with the approval of the County Board.

201.550

Grievance/Appeal Procedures

201.551 – General

(A) It is the desire of the County to adjust grievances informally. Both supervisors and employees are expected to make every effort to resolve problems as they arise. It is also recognized that there may be grievances which will be resolved only after a formal grievance and review process.

201.552 – Procedures

(A) If an informal resolution to a grievance is not reached, the following steps shall be taken, in the order listed, until resolution is achieved:

(1) An employee shall have seven (7) days after they should have been reasonably aware of an incident or occurrence, upon which a grievance is based, to present a grievance to their supervisor. Their supervisor shall make inquiry into the facts and circumstances of the grievance as soon as possible. The supervisor shall attempt to resolve the grievance promptly and fairly and notify the employee of his/her grievance decision, in writing, within seven (7) days.

(2) If the employee is dissatisfied with the supervisor's decision, the employee shall submit a written request for review to the County Administrator within seven (7) days of their supervisor's decision. The County Administrator shall make such investigation as deemed necessary and shall, within fourteen (14) days after the receipt of the employee's request for review, inform the employee in writing of his/her decision.

(3) Within seven (7) days after the receipt of the County Administrator's decision, the employee may grieve the matter to the County Board. The County Board shall hold a hearing as soon as practicable to consider the grievance. At the hearing, the employee filing the grievance, their supervisor, and the County Administrator may provide testimony and evidence concerning the grievance. The hearing shall be in accordance with the mandates of the current open meeting law. The Board shall issue a written decision within thirty (30) days

after the hearing. The written decision of the County Board shall be final.

(B) Any of the foregoing time limits may be extended by mutual written consent of the employee, the supervisor, and the County Administrator.

201.700

Anti-Harassment Policy

201.701 Policy

(A) Harassment on the basis of race, age, disability, sexual orientation, ethnicity, religion, sex or any other legally prohibited characteristic by any Swift County employee is strictly forbidden. Substantiated violations of this policy by an employee or employer will result in disciplinary and corrective action against the perpetrator. No employee shall be subject to harassment, reduction in employment status, benefits, pay, or loss of advancement opportunity for filing a complaint or testifying in an investigation or appeal proceeding.

201.702 Definitions

(A) The following definitions shall apply:

(1) Sexual Harassment - Sexual harassment is further defined to include unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication when:

(a) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment, public accommodations, or public services, education or housing;

(b) submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, public accommodations or public services, education or housing; or

(c) that conduct or communication has the purpose or effect of substantially interfering with an individual's employment, public accommodations or public services, education, housing, or creating an intimidating, hostile or offensive employment, public accommodations, public services, educational, or housing environment; and in the case of employment, the employer knows or should know of the existence of the harassment and fails to take timely and appropriate action.

(2) Employee - Employee is defined as an individual who is employed by an employer who resides or works in this State.

(3) Employer - Employer is defined as a person who has one or more employees.

(4) Reporting Authority - Reporting authority is defined as one who receives a report of alleged harassment. Normally this would be a Department Head, Supervisor, County Administrator, Chairman of the County Board of Commissioners, or County Attorney.

201.703 Procedures

(A) The following informal and formal procedures should be followed in processing allegations of harassment.

(1) Informal Procedure - The employee shall make a complaint of the alleged harassment with his or her Supervisor or Department Head. If the alleged perpetrator is an elected official, the Supervisor or Department Head, the employee shall make the complaint of the alleged harassment to the Chairman of the County Board of Commissioners. If the alleged perpetrator is the Chairman of the County Board of Commissioners, the employee shall make the complaint of the alleged harassment to the County Attorney. The reporting authority shall immediately initiate an investigation of the alleged harassment and shall attempt to resolve the matter to the satisfaction of all parties.

(2) Formal Procedure

(a) Reporting - Any Swift County employee who believes they have been subjected to harassment shall be requested, but is not obligated, to submit a signed, written statement to the reporting authority regarding the alleged harassment. The written complaint should contain a description of the behavior-communication that precipitated the alleged harassment, including the time, place and date of the harassment as well as any witnesses. A copy of a Harassment Report form should be made available to the employee to facilitate the reporting process.

(b) Investigation - The reporting authority shall investigate or arrange to have the complaint investigated. A list of suitable investigative entities will be maintained and reviewed by the County Board on annual basis. If substantiated, the reporting authority or investigative entity shall attempt to mediate a resolution on a timely basis after receipt of the complaint.

(c) Interim Action - After receiving the report, the reporting authority may need to take interim action to insure that any harassment is abated. The nature of the action to be taken by the reporting authority may vary from case to case, but it should ensure that any harassment is effectively stopped and that there be no retaliation towards the reporting employee for making the report.

(d) Disciplinary Action - If the complaint is substantiated, corrective or disciplinary action may be taken against the perpetrator. This may include:

(i) a verbal reprimand;

(ii) a written reprimand;

(iii) a corrective action plan involving treatment, therapy or education on sexuality;

(iv) withholding of salary increase;

(v) suspension;

(vi) demotion or transfer, reduction in classification and/or salary; or

(vii) termination

(e) Appeal Process - If this action does not resolve the situation to the party's satisfaction, either party may appeal the decision to the Swift County Board of Commissioners by filing a written complaint with the Board within five business days. The Board should affirm or modify the decision within 30 business days after receipt of the appeal.

(f) Further Remedy - Filing a complaint does not preclude an employee from seeking action under the Minnesota Human Rights Act or other laws.

201.704 Types of Sexual Harassment

(A) Sexual harassment may be either verbal or physical and range from sexist jokes and comments to sexual assault. The blatant forms of sexual harassment are readily recognized. More subtle sexual harassment, however, can be equally destructive of good employee practices, demoralizing to employee relations and debilitating to employee work performance. Examples of illegal behavior given by the State Human Rights Department include:

(1) Unwanted sexual comments, innuendos or suggestions.

(2) Suggestive or sexist remarks about a person's clothing, body or sexual activity.

(3) Unwanted and unnecessary touching, brushing against, patting, or pinching.

(4) Suggestions, request or demand for sexual favors accompanied by implied or overt threats or promises.

(5) Display of pictures of objects depicting nude, scantily clad or suggestively posed women or men.

(6) Unwelcome and/or repeated suggestions regarding, or invitations to social engagements or other activities.

(7) Any indication, expressed or implied, that an employee's job security, job assignment, conditions of employment, or opportunities for advancement depend or may depend on the granting of sexual favors to any other employee, supervisor or manager.

(8) The deliberate or careless creation of an atmosphere of sexual harassment or intimidation.

201.705 Employer Liability

(A) There are several levels of employer liability, depending on circumstances and parties to the harassment.

(1) The employer may have liability for action of its elected officials, Department Heads and Supervisors when these individuals engage in harassment, regardless of whether the acts were authorized or forbidden and regardless of whether the employer knew or should have know of their occurrence.

(2) Limited liability occurs with respect to conduct between fellow employees. The employer may be responsible for acts of harassment when the employer knows or should have known and fails to take immediate and appropriate action.

(3) In addition, the employer may be held liable where other persons who are not parties to the harassment are denied employment opportunities through favoritism granted elsewhere.

(4) The employer may also be responsible for the acts of non-employees, such as clients, sales representatives, or members of the public if the employer knows of the situation and could have alleviated the situation but failed to take immediate action.

201.706 Affirmative Action

(A) Declaration of Policy of Affirmative Action – Swift County acknowledges that equal opportunity for all persons is a fundamental human value. Consequently, it is the policy of the County to provide equal opportunity in employment and personnel management for all persons; to provide access to, admission to, full utilization and benefit of training and promotional opportunities without discrimination because of race, color, creed, religion, national origin, sex, age, veteran's status, public assistance status, handicap or disability, sexual orientation; and to otherwise promote full realization of human rights within the County to the extent that every person making application for, currently employed by, or will be considered on the basis of individual ability and merit, without discrimination or factor. In furtherance of this policy, the County of Swift establishes an Affirmative Action Plan providing for and assuring fair and equitable treatment in all phases of public employment, including selection, compensation, benefits, training opportunities, promotions, transfers, layoffs and other terms, conditions and privileges of employment. The concept of this affirmative action policy is consistent and fundamental to the maintenance of effective equal opportunity and shall be implemented as an integral part of the County of Swift's personnel system.

(B) In the interests of advancing the goal of open competition and equal opportunity in employment, the County undertakes the responsibility for communicating its affirmative action policy to those from whom it purchases products and services.

201.707 Equal Employment Opportunity

(A) It is the County's policy to provide equal opportunity to all employees and applicants for employment in accordance with all applicable equal employment opportunity/affirmative action laws, directives, and regulations of Federal, State, and local governing bodies or agencies thereof; specifically Minnesota Statutes 363.

(1) Swift County, Minnesota, will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, handicap, disability, age, marital status, veteran's status, or status with regard to public assistance.

(2) Swift County, Minnesota, will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment

practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training.

(3) Swift County, Minnesota, will use its best efforts to afford minority and female business enterprises with the maximum practical opportunity to participate in the performance of projects that the County engages in.

(4) Swift County, Minnesota, will commit the necessary time and resources, both financial and human, to achieve the goals of equal employment opportunity and affirmative action.

(5) Swift County, Minnesota, fully supports incorporation of nondiscrimination and affirmative action rules and regulations into contracts.

(6) Swift County, Minnesota, will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these affirmative action objectives as well as the established criteria. Any employee of the County who does not comply with the Equal Opportunity Policies and Procedures as set forth in this statement and the Affirmative Action Plan will be subject to disciplinary action.

(7) Swift County, Minnesota, will make a good faith effort to contract all outside projects with EEO/AA employers when economically feasible.

(8) Swift County, Minnesota, has appointed its Veterans' Service Officer to manage the Equal Employment Opportunity Program. His responsibilities will include monitoring all equal employment opportunity activities and reporting the effectiveness of this Affirmative Action Plan, as required by Federal and State agencies. The Chairman and the Commissioners will receive and review reports on the progress of the program. If any employee or applicant for employment believes he has been discriminated against, please contact the Veterans' Service Officer, Swift County Equal Employment Opportunity/Affirmative Action Coordinator, 301 14th Street North, Benson, Minnesota, 56215, or call (320) 842-5271. A complete copy of the Affirmative Action Plan can be obtained from the Swift County EEO/AA Coordinator.

201.708 Documentation

(A) Supervisory staff are to maintain appropriate and adequate documentation of all actions taken in regards to claims of harassment.

201.709 Confidentiality and Data Practices

(A) Confidentiality of any compliant will be maintained to the greatest extent possible. Only those persons with a “right to know” the information should have access to it. An absolute promise of confidentiality cannot be assured, however. For example, in some circumstances, the subject of a report of harassment will have access to the name of the reporter and other relevant information made in the report. There may be circumstances, however, that release of this information will not occur, i.e. in those cases in which the reporting authority determines that the release of this information to the subject of the report would threaten the safety of the reporter or subject the reporter or witness to harassment.

(B) Information that may become public includes:

(1) The existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in disciplinary action;

(2) The final disposition of any disciplinary action together with the specific reasons for the action and the data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; and

(3) The terms of any agreement settling any dispute arising out of an employment relationship, except the agreement must include specific reasons for the agreement if it involves the payment of more than $10,000 of public money.

Swift County

201.710

Acknowledgment of Anti-Harassment Policy, Including

Sexual Harassment

I acknowledge that Swift County prohibits unlawful harassment, including sexual harassment and harassment based on race, national origin, religion, disability, pregnancy or age.

I understand that policies and procedures are in place at Swift County to prevent and remedy such behavior.

I have read the County's Personnel Policies and understand that I am to make an immediate report if I am subjected to harassment (or have knowledge of any harassment) by any County employee - no matter if it is an executive, supervisor, coworker, customer, vendor, or elected official.

Employee Name (Printed): _____

Employee Signature: _____

Date: _____

Swift County

201.711

Harassment Report

A. Identifying Information

Your Name: _____ Your Position: _____

B. Report –Please describe the nature of the harassment that you experienced: what was said, done, observed; where did this take place; when did it occur; how long has this been going on; and the like. Be as specific as possible.

C. Witnesses – Please identify any witnesses who were present or have direct knowledge of what happened.

_____ _____

Signature Date

Code of Ethics

201.751 Dedication to Values

(A) The proper operation of democratic government requires:

(1) That public officials be honest, impartial, and responsible to the people;

(2) That government decisions and policies be made in the proper channels of the government structure; and

(3) That public office not be used for personal gain, so that the public will have confidence in the integrity and ability of its government.

(B) In recognition of these goals, this policy is established to guide all officials and employees of the County, whether elected or appointed, paid or unpaid, including members of boards, committees, commissions, and volunteers of the County.

201.752 Dedicated Service

(A) All officials and employees of the County should be loyal to the political objectives expressed by the electorate and the programs developed to attain those objectives. Appointed officials and employees should adhere to the rules of work and performance established as the standard for their positions by the appropriate authority. Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from doing so by law or by the officially recognized confidentiality of their work.

201.753 Conflict of Interest

(A) No employee or elected official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence of judgment or action in the performance of their official duties. Personal, as distinguished from financial, interest includes an interest arising from blood or marriage relationships or close business or political associations.

201.754 Values and Principles

(A) This list of principles incorporates the characteristics and values that most people associate with ethical behavior. An ethical decision systematically considers which, if any, of the following principles are involved. These principles should be used as a guide by all County officials and employees.

(1) Honesty - Honest persons are truthful, sincere, forthright, straightforward, frank, and candid; they do not cheat, steal, lie, deceive, or act deviously.

(2) Integrity - Persons with integrity are principled, honorable, and upright; they are courageous and act on convictions; they will fight for their beliefs and will not adopt an "ends justifies the means" philosophy that ignores principles or be expedient at the expense of principles, be two-faced, or unscrupulous.

(3) Promise-Keeping - Persons worthy of trust keep promises, fulfill commitments, and abide by the spirit, as well as the letter, of an agreement; they do not interpret agreements in an unreasonably technical or legalistic manner in order to rationalize non-compliance or create justifications for escaping their commitments.

(4) Fidelity - Persons worthy of trust demonstrate fidelity and loyalty to persons and institutions by friendship in adversity and support and devotion to duty; they do not use or disclose information learned in confidence for personal or political advantage. They safeguard the ability to make independent, professional judgments by scrupulously avoiding undue influences and conflicts of interest.

(5) Fairness - Fair persons manifest a commitment to justice, the equal treatment of individuals, tolerance for and acceptance of diversity, and they are open-minded; they are willing to admit they are wrong and, where appropriate, change their positions and beliefs; they do not overreach or take undue advantage of another's mistakes or difficulties.

(6) Caring - Concern for the well-being of others manifests itself in compassion, giving, kindness, and serving; it requires one to attempt to help those in need and to avoid harming others.

(7) Respect - Ethical persons demonstrate respect for human dignity, privacy, and the right to self determination of all competent adults; they are courteous, and decent; they provide others with the information they need to make informed decisions about their own lives.

(8) Citizenship - In a democracy, responsible citizenship is an ethical obligation; it involves lawfulness (abiding by laws and rules of society), participation (by voting and expressing informed views), social consciousness, and public service; public sector professionals have the additional responsibility of encouraging participation of others and a special obligation to respect and honor the democratic processes of decision making and avoiding unnecessary secrecy or concealment of information and assuring that the citizenry has all the information needed to exercise responsible citizenship.

(9) Excellence - Ethical persons are concerned with the quality of their work; they pursue excellence, they are diligent, reliable, industrious, and committed. A public sector

professional must be well informed and well prepared to exercise public authority.

(10) Accountability - Ethical persons accept responsibility for decisions, for the foreseeable consequences of their actions and inactions, and for setting an example for others. Persons in the public sector have a special obligation to lead by example, to safeguard and advance the integrity and reputation of the legislative process, to avoid even the appearance of impropriety, and to take whatever actions are necessary to correct or prevent inappropriate conduct of others.

(11) Avoidance of the Appearance of Impropriety - Because of the unique importance of credibility and public trust, government officials and employees must avoid even the appearance of impropriety.

Drug and Alcohol Testing

201.801 Testing

(A) The purpose of this section is to set forth a policy on drug and alcohol testing of employees and job applicants as required by Minnesota Statutes 181.950 through 181.957.

(B) For purposes of this article, the following definitions will apply:

(1) Confirmatory Test or Confirmatory Retest - A drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statute 181.953, Subd. 1.

(2) Disciplinary Action - Any of the actions defined in 201.500 of these policies.

(3) Drug - A controlled substance as defined in Minnesota Statute 152.01, Subd. 4.

(4) Drug and/or Alcohol Test (or Testing) - Analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statute 181.953, Subd. 1 for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

(5) Employee - A person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for the County.

(6) Initial Screening Test - A drug or alcohol test which uses a method of analysis under one of the programs listed in Minnesota Statute 191.953, Subd. 1.

(7) Job Applicant - A person, independent contractor, or person working for an independent contractor who applies to become an employee of the County, including a person who has received a job offer made contingent upon the person passing drug or alcohol testing.

(8) Positive Test Result - A finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statute 191.953, Subd. 1. An alcohol test will be considered positive if the employee tested has an alcohol concentration level of at least .05, or a lesser level if it is accompanied by an odor of an alcoholic beverage or signs of physical impairment in violation of other sections of this personnel policy. A residue amount of alcohol will be considered a positive test result only if accompanied by a separate violation of these policies.

(9) Reasonable Suspicion - A basis for forming a belief based upon specific facts and rational inferences drawn from those facts.

(10) Safety-sensitive Position - A job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage could threaten the health or safety of any person.

(C) An employer may request or require an employee to undergo drug and alcohol testing if the employer has a reasonable suspicion that the employee:

(1) Is under the influence of drugs or alcohol;

(2) Has used, possessed, sold, or transferred drugs or alcohol while on duty, on County property, or while operating County vehicles, machinery, or equipment;

(3) Has sustained, or caused another person to sustain, a work related personal injury; or

(4) Has caused a work related accident or was operating, or helping to operate, machinery, equipment, or vehicles involved in a work related accident.

(D) Random testing without prior notice may be given to those employees who are in "safety sensitive" positions. Testing without prior notice may also be given to employees who have been referred by the County for chemical dependency treatment or evaluation, who are participating in a chemical dependency treatment program under an employee benefit plan, or have participated in such a chemical dependency treatment program in the prior two (2) years.

(E) If an employee refuses to submit to drug and alcohol testing carried out in conjunction with this article, the employee may be subject to disciplinary action. If a job applicant refuses to submit to drug and alcohol testing, carried out in conjunction with this article, the job applicant may not be hired.

(F) If an employee tampers with their own urine or blood sample, the employee may be subject to disciplinary action.

(G) An employee who for the first time has a positive test result on a confirmatory test will not be subject to disciplinary action unless:

(1) The County has given the employee an opportunity to participate in a drug or alcohol counseling or rehabilitation program; and

(2) The employee has refused to participate or has failed to successfully complete the program within a reasonable time.

(H) An employee who receives a positive test result on a confirmatory test, or who fails or refuses a confirmatory test and does not request in writing a confirmatory retest within five (5) working

days after notice of positive confirmatory test results, may be subject to disciplinary action subject to the provisions in this article. Such an employee may request a hearing under a negotiated agreement if permitted or under provisions of this policy. A job applicant who receives a positive test result, or who fails or refuses a confirmatory retest, or does not request in writing a confirmatory retest with five (5) working days after notice of a positive test result of a confirmatory test, may be refused employment and will be notified of the reasons for such refusal.

(I) An employee or job applicant who receives a positive test result on a confirmatory test has the right to receive a copy of the test and, within three (3) working days of notice of the original positive confirmatory test result, to request a retest of the original sample at the employee's or job applicant's own expense.

(J) Prior to requiring a drug or alcohol test, the employee or job applicant shall be given a form on which the employee or job applicant will acknowledge that they have read this article. The form will also ask the employee or job applicant to indicate any medication that the individual is currently taking or has recently taken and other information relevant to the reliability of, or explanation for, a positive test result.

201.802 Procedures

(A) The County shall use the services of a testing laboratory that meets one of the following criteria for drug testing:

(1) Is certified by the National Institute on Drug Abuse as meeting the mandatory guidelines published at 54 Federal Register 11970 to 11989, April 11, 1988; or

(2) Is accredited by the College of American Pathologists, 325 Waukegan Road, Northfield, Illinois 60093-2750, under the forensic urine drug testing laboratory program.

(B) For alcohol testing, the laboratory must be accredited by the College of American Pathologists, 325 Waukegan Road, Northfield, Illinois 60093-2750, in the laboratory accreditation program.

(C) The County declares that all sheriff, jail, and highway department positions, including but not limited to union, non-union, supervisory, and management positions, are hereby designated as "safety sensitive" positions.

(D) This article shall be distributed to all County employees and receipt acknowledged in writing.

201.803 Administrative Responsibility

(A) Supervisors shall be responsible for informing their employees of this article.

(B) The applicable department head shall be responsible for implementing this article.

201.850

Urine and Blood Sample Collection

201.851 Purpose

(A) To define procedures for collecting urine and/or blood samples from employees under 201.850 of these policies.

201.852 Policy

(A) This article shall pertain to all present employees classified as "safety sensitive" as defined in 201.801 (B) (10).

(B) This article shall also pertain to all other current employees where there is a reasonable suspicion, as defined under 201.801 (B) (9), that the employee:

(1) Is under the influence of drugs or alcohol;

(2) Has violated the County's written codes, ordinances, rules, or policies relating to drugs or alcohol;

(3) Has sustained or caused another person to sustain a work related personal injury; or

(4) Has caused a work related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work related accident.

201.853 Procedures

(A) Once the circumstances warrant implementation of this procedure, the employee's supervisor and the County Administrator shall:

(1) Advise the employee that in accordance with the County's personnel policies they are required to submit to testing;

(2) Give the employee a copy of 201.800 of these policies and allow them a reasonable period of time to review the same;

(3) Provide a consent form to the employee and ask them to read the form and complete the required information; and

(4) Direct the employee to sign and date the consent form and witness their signature by completing the witness portion of the consent form.

(B) The County has established chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the sample to be tested as follows:

(1) Possession of the sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

(2) The sample must always be in the possession of, must always be in view of, or must be placed in a secured area by a person authorized to handle the sample;

(3) A sample must be accompanied by a written chain-of-custody record; and

(4) The supervisor relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

(C) Urine Testing

The procedures for taking a urine sample are:

(1) Complete the appropriate laboratory form;

(2) Follow all directions on the kit for a urine sample collection;

(3) Take the employee to a designated rest room and observe the employee give the urine sample into the container provided;

(4) If the employee is of the opposite sex from the observing supervisor, a supervisor or County staff member of the same sex shall be located to observe the giving of the urine sample;

(5) The employee observing the urine sample collection shall seal the container in accordance with the kit instructions; and

(6) The supervisor shall retain the container and consent form until they can be personally given over to the laboratory for analysis.

(D) Refusal to Consent

If the employee refuses to give their consent, have them sign the form indicating the drug screen refusal and witness their signature.

(1) Refusal to consent will result in immediate suspension with pay.

(2) Documentation is to be completed and filed with the County Administrator as soon as

possible.

(E) Blood Testing

If it has been determined that a blood test is to be given:

(1) The supervisor shall take the employee to the appropriate medical facility;

(2) The supervisor shall direct that the blood sample be drawn in accordance with 201.800 of this policy by a certified technician;

(3) The supervisor shall make certain that the consent form and sample are completed in accordance with the County's chain-of-custody procedures; and

(4) The laboratory technician shall be responsible for transportation of the sample.

(F) Suspension

Whether an employee signs or does not sign the consent form, they are to be placed on suspension with pay. The supervisor or a designated person shall take the suspended employee to the employee's place of residence.

(G) Distribution

This article shall be distributed to all County employees and receipt acknowledged in writing.

201.854 Administrative Responsibility

(A) Supervisors shall be responsible for informing their employees of this article.

(B) Department heads shall be responsible for implementing this article.

201.900 Drug Screening Consent/Refusal Form

I, _____, authorize the collection of my blood and/or urine in the physical presence and view of a person designated by the County. In addition, I authorize the County to receive the results of the test(s) from the designated laboratory analyzing the sample(s).

I have read 201.800, Drug and Alcohol Testing, of the County's personnel policies and I understand that the results of this testing may affect my employment status with the County.

In order to insure accuracy in this screening, it is essential to know **any** and **all** of the prescription drugs or over-the-counter medications I have taken within the last **60 days**, as well as any other relevant information.

I am currently taking, or have taken within the last 60 days, the following drugs/medications:

_____

_____

Other relevant information:

_____

_____

_____ _____

Employee Signature Date

_____ _____

Witness Signature Date

<u>Drug Screening Refusal</u>

I refuse to submit to a drug or alcohol test. I have read 201.800, Drug and Alcohol Testing, of the County's personnel policies and understand that a refusal to submit to testing may subject me to

discipline including, but not limited to, discharge.

_____ _____

Employee Signature Date

_____ _____

Witness Signature Date

Acknowledgement of Receipt

I, _____, hereby acknowledge:

(1) I have received a copy of the Swift County Personnel Policies;

(2) I have read and understand the policies; and

(3) I agree to abide by the terms of the policies

.

_____ _____

Employees Signature Date

This acknowledgement will become a permanent part of your employee file.

Please return this form as soon as you have complied with the items listed above.

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. 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:

_____

County Administrator Date

Board Review Date:_____

Board Approval:_____

Board Chair

Policy Name	**Conflict of Interest**
Policy Number	**204**
Origination Date	**8/16/1988**
Board Approval Date	**9/5/2017**
Policy Owner	**Administrator**
Responsible Personnel	All County Employees
Regulatory Requirement	*M.S. 15.054 Public Employees Not To Purchase Merchandise From County* *M.S. 382.18 Officials Not To Be Interested In Contracts* *M.S. 471.87 Public Officials, Interest In Contacts*
Cross References	
Attachments	**Acknowledgement of Receipt of Conflict of Interest Policy**

Policy Purpose

The purpose of this policy is to provide guidance in identifying and handling potential and actual conflicts of interest. In most instances, conflicts of interest can be avoided simply by continuing to exercise good judgement to prevent many such conflict situations. Swift County employees are obligated to avoid and disclose ethical, legal, financial or other conflicts of interest involving the foundation and remove themselves from a position of decision-making authority with respect to any situation involving the foundation.

Procedure

1. **Conflict Of Interest Explained** – The following actions by an employee of Swift County shall be deemed a conflict of interest and subject to disciplinary actions as appropriate:
    - **a.** Use or attempted use of the employee's official position to secure benefits, privileges, exemptions or advantages for the employee or the employee's immediate family or an organization with which the employee is associated which are different from those available to the general public.
    - **b.** Acceptance of other employment or contractual relationship that will affect the employee's independence of judgment in exercise of official duties.
    - **c.** Actions as an agent or attorney in any action or matter pending before Swift County except in the proper discharge of official duties or on the employee's behalf.
2. **Determination Of Conflicts Of Interest** - When an employee believes the potential for a conflict of interest exists, it is the employee's duty to avoid the situation. A conflict of interest shall be deemed to exist when a review of the situation by the employee or the employee's supervisor determines any of the following conditions to be present:
    - **a.** The use for private gain or advantage of County time, facilities, equipment, or supplies or badge, uniform, prestige or influence, of County office or employment.
    - **b.** Receipt or acceptance by the employee of any money or other things of value from anyone other than the County for the performance of an act which the employee would be required or expected to perform in the regular course or hours of County employment or as part of the duties as an employee.
    - **c.** Employment by a business which is subject to the direct or indirect control, inspection, review, audit, or enforcement by the employee.
    - **d.** The performance of an act in other than the employee's official capacity which may be subject directly or indirectly to the control, inspection, review, audit or enforcement by the employee.
3. **Resolution Of Conflict Of Interest** - If the employee or the employee's supervisor

determines that a conflict of interest exists, the matter shall be assigned to another employee who does not have a conflict of interest. If it is not possible to assign the matter to an employee who does not have a conflict of interest, interested persons shall be notified of the conflict and the employee may proceed with the assignment.

4. **Acceptance Of Advantage By County Employee** – No employee of the County in direct contact with supplies or potential suppliers of the County, or who may directly or indirectly influence a purchased product, evaluating contracted services, or otherwise has official involvement in the purchasing or contracting process may:
    a. Have any financial interest or have any personal beneficial interest directly or indirectly in contracts or purchase orders for good or services used by, or purchased for resale or furnished to the County.
    b. Accept directly or indirectly from a person, firm, or corporation to which a contract or purchase order has been or may be awarded, a rebate, a gift, money, or anything of value other than items of nominal value. No such employee may further accept any promise, obligation, or contract for further reward.
5. **Violation** - Violation of the provisions of this policy shall be grounds for disciplinary action against the employee.

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. 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:

_____

County Administrator Date

Board Review Date:_____

Board Approval:_____

Board Chair

Policy Name	**Acceptable Use Policy for Electronic Communications and Internet Use**
Policy Number	**215**
Origination Date	**1/1/1997**
Board Approval Date	
Policy Owner	**Administrator**
Responsible Personnel	All County Employees
Regulatory Requirement	Minnesota Government Data Practices Act, Federal Wiretap Law, Minnesota Wiretap Law and Communications Decency Act
Cross References	
Attachments	**Employee Agreement for Electronic Communications and Internet Use**

Policy Purpose

Swift County recognizes that phone and computer systems are becoming increasingly interconnected and sophisticated in their ability to create, disseminate, and store electronic messages, along with an increased potential for the inappropriate release of non-public data. Swift County has developed policies and guidelines regarding the use of all electronic communications systems and information transmitted through or stored in those systems. The computer and communications systems operated by Swift County for the conduct of business are the property and work environment of Swift County and all Swift County policies relating to personal conduct apply to access and use of these resources.

Procedure

1. **Scope** - The Internet and the public and private telephone systems have become a standard for communication between disparate governments, commercial organizations, and private citizens. Communications traffic may cross multiple networks prior to reaching the client destination. Yet the public has a high reliance on the integrity and accuracy of data shared from Swift County. This policy applies to all Swift County system users regardless of locations, status, or ownership. Each system user is responsible for adhering to the guidelines and policies regarding the use of these systems to protect the accuracy, integrity, and dependability of the organization's electronic systems and information. The Internet, for purposes of this policy, includes any entity having an Internet address.

   The variety of computing and electronic communication access tools that Swift County provides its employees include desktop, laptop, mobile and central computers, internal and external networks, electronic mail, modems and facsimile (fax) systems, and voice mail. These tools are County-owned and publicly-funded. The computer systems, software, and information contained on or conveyed

through them are the property of the County. Access and use are restricted by this Acceptable Use Policy.

By addressing the issue of uses for computer communications, the County ensures maximum benefit by recognizing a critical and defined balance between the need for operational communications and the protection of County assets. Each system may, at times, have its own set of policies and procedures. In those cases where communications are carried across other regional networks, employees of the County are advised that this Acceptable Use Policy takes precedence over acceptable use policies of those other systems.

2. **Privacy Issues** - Users should have no expectation of privacy in using these electronic systems. No communication using these systems should be considered private or personal. Record retention policies apply to electronic communications; users should assume that even deleted messages are retrievable. The County may inspect information stored in or transmitted through its electronic systems. By using the County's computers and/or networks the employee is voluntarily waiving any claims to privacy. Department Heads, supervisors, or other authorized personnel may inspect the computers or review electronic communications of employees to determine whether there have been any breaches of security, violations of this policy, or other violations of duty on the part of any employee.
3. **Careful Use** - Swift County provides telephone, voice mail, fax, Internet access, and e-mail to conduct the business of the County. Use of these systems will be granted by supervisors and/or Department Heads with regard to job function. Once given access, users are expected to use these systems in a responsible manner at all times. All usage should be able to withstand public scrutiny without embarrassment to Swift County.
4. **Content** - System users are responsible for the content of all text, audio, and video sent. All messages must comply with relevant Federal and State laws regarding copyright, trademark, and intellectual property. Messages must contain the user's identity and should be written or verbalized with the same professional manner as any hard-copy correspondence. System users are not allowed to release passwords, user names, or access numbers to anyone other than designated individuals. System users cannot access or modify any proprietary information without the express prior permission of the authority responsible for generating or maintaining the information. The County's policies pertaining to harassment and other forms of workplace misconduct apply with full force and effect to the use of Swift County electronic communication systems.
5. The use of Swift County electronic communication devices is a privilege, not a right. It may be revoked any time by the County. Use of telephone, fax, Internet access, and e-mail is permitted for personal use, provided such use:
   - **a.** does not impair the employee's workplace performance and productivity
   - **b.** is done on the employee's personal time
   - **c.** does not interfere with business usage
   - **d.** does not result in any expenses for the County
   - **e.** does not contain harassing or threatening material
   - **f.** is not performing work for profit, for personal gain, promotional use, or solicitation
   - **g.** does not contain or infer abusive, profane or offensive language
6. **Inappropriate Use** - Inappropriate use of telephone, fax, Internet access, or e-mail systems would include but are not limited to: participating in illegal activities; gambling; commercial activities; accessing sexually explicit or violent material; using the systems to harass or disable other systems; creation or distribution of

virus or destructive programs; distribution of pirated software or stolen data; distribution of unsolicited or personal advertising; propagation of computer "worms" or viruses; using the network to make unauthorized entry to other computational, information, or communications devices or resources via any network; or any other activity that injures, or could potentially injure, others or the County in any way.

7. **Presentation of Swift County** - Requests for Swift County information can become very time-consuming and expensive. Swift County may establish public access points for information about Swift County, and for access to Swift County records and information. These systems should be operated only by persons specifically authorized and trained to place or remove data on such a system. Release of data to the public in other formats should be carried out through authorized channels.
8. **Virus Scanning** - Diskettes from outside the County and incoming messages containing file attachments may imperil Swift County systems by importing viruses. Diskettes, files or mail attachments entering the organization's network should always be scanned for viruses before being opened or used. Files of an unknown origin should be immediately deleted and not opened. The user should immediately notify their immediate supervisor if a virus is detected.
9. **Monitoring** - It is a supervisory responsibility to oversee use and to determine if uses of electronic systems are appropriate to assigned work. Although content is not routinely monitored, it may occur if inappropriate use is suspected, under subpoena, or request for public data.
10. **Violations** - Swift County will treat the misuse of these resources as misconduct in accordance with its personnel policies and collective bargaining agreements. Violations of this policy will subject the user to discipline, up to and including discharge, as well as notification to law enforcement agencies when appropriate.
11. **Records Retention** - Adopted records retention schedules, based on the context of messages, are the same regardless of the medium - paper, voice, or electronic.
12.

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. 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:

_____

County Administrator Date

Board Review Date:_____

Board Approval:_____

Board Chair

Swift County Board of Commissioners

301-14th Street North

Benson, Minnesota 56215

Employee Agreement

for

Electronic Communications and Internet Use

Purpose

This document is intended to verify that the employee has received a copy of the County's Acceptable Use Policy for Electronic Communications and Internet Use. The employee further affirms that he/she has read and agrees to abide by the policy.

Signature

I hereby acknowledge that I have received and read a copy of the above-named policy regarding the use of electronic systems of Swift County.

_____ _____

User's Signature and Printed Name Date

Policy Name	**Swift County Investment Policy**
Policy Number	**401**
Origination Date	**9/1/1996** Last update was 12/19/2006
Board Approval Date	
Policy Owner	**Swift County Treasurer – Ron Vadnais**
Responsible Personnel	Swift County Treasurer
Regulatory Requirement	M.S. Public Depository and Investment Law
Cross References	(Includes but not limited to Department processes, workflows, guidelines or other policies etc…)
Attachments	

Policy Purpose

Pursuant to the above regulatory authorities. It will be the policy of Swift County to invest non-committed cash in instruments authorized by Minnesota Statutes, Chapter 118A. The objectives, in order of priority, will be to preserve principal, earn the optimum rate of return, and maintain liquidity. Investments shall be made with the exercise of that judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their affairs, not for speculation, but for investments, considering the probable safety of their capital as well as the probable income to be derived.

Procedure

1. **Investment Responsibility –** The County Treasurer is designated as Investment Officer and is responsible for investment decisions and activities. It is further the responsibility of the County Treasurer to designate which financial institutions are used as depositories of funds, as stipulated in M.S.118A.02.
2. **Fund Investments –** Investments made from a Department Cash reserve, will have interest receipted to that fund (hereinafter referred to as a Fund Investment). Fund Investments will be made by the County Treasurer after consulting with the Department Head responsible for administering the particular fund. The County Treasurer will monitor all Swift County department funds to determine the availability of sufficient pledged collateral and deposit insurance coverage.
3. **Reporting** – The County Treasurer shall prepare an annual investment report. Additional investment reports will be prepared for the County Board at least quarterly.
4. **Electronic Funds Transfers** – The County Treasurer/designee is authorized to use electronic funds transfers for investment purposes as allowed by County Board resolution.
5. **Investment Tools Allowed** – Swift County will invest, as the market justifies, in instruments in accordance with M.S.118A.04. At the time of purchase of any mortgage related security, the County Treasurer will obtain a bond analysis in accordance with FFIEC guidelines and Minnesota Statute.

6. **Diversifications and Limitations**
    a. Investments of certificates of deposit in Swift County financial institutions shall be based upon competitive bids received by the County Treasurer.
    b. It will be the policy of Swift County to make investments which shall suggest diversification to avoid risk and enhance return.
7. **Laddering** – A portion of funds determined as unnecessary to meet long-term cash flow needs will be laddered in term investments to secure higher yields while maintaining adequate cash flows.
8. **Collateral** – It shall be the duty of the County Treasurer to monitor deposits at each institution in relation to the collateral determined as per the County Board policy relating to acceptable collateral. Acceptable collateral shall be kept with a third party safe keeper, with receipts kept on file with the County Treasurer. Said in collateral shall be maintained at a level at least 10% more than the amount on deposit in excess of insured portion in keeping with M.S.118A.03.
9. **Credit Risk –**
    a. The County will minimize deposit Custodial Credit Risk, which is the risk of loss in the failure of the depository bank, by obtaining collateral or bond for all uninsured amounts on deposit and obtaining necessary documentation to show compliance with state law and a perfected security interest under federal law.
    b. The County will minimize investment Custodial Credit Risk by permitting brokers that obtained investments for the county to hold them only to the extent there is SIPC and SIPC coverage available. Securities purchased that exceed available SIPC coverage shall be transferred to the county's custodian.
10. **Compliance** – The County Treasurer, in accordance with M.S.118A, will annually obtain broker certifications with all institutions with which the County conducts business.

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. 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:

_____

County Administrator Date

Board Review Date:_____

Board Approval:_____

Board Chair

Policy Name	**Administration of Overtime and Compensatory Time**
Policy Number	**1.405**
Origination Date	**9/23/98**
Board Approval Date	
Policy Owner	**Director – Catie Lee**
Responsible Personnel	Supervisory Staff
Regulatory Requirement	Labor Agreement 1/1/2017-12/31/2019, Article II, Section 2-7, Article III, Section 2
Cross References	Labor Agreement between Swift County Board and Local 2538 AFSCME Council 65, AFL-CIO Swift County Human Services, Policy 1.403 Flexible Work Scheduling
Attachments	

Policy Purpose

To articulate the policy to be followed by supervisory staff in authorization of overtime and compensatory time.

Definitions:

Planned: Planned overtime or compensatory time includes but is not limited to the following circumstances; additional time needed for training, travel, time needed for client visit and transportation.

Unplanned: Unplanned overtime or compensatory time includes but is not limited to the following circumstances; Appointments taking longer than expected,stopping the clock/meeting timelines, intake end of day client needs, if you are not on call and get called in (you are considered regular time until 40 hours), crisis work that extends beyond the regular 40 hour work week (includes on call).

Flexible work scheduling: When planned or unplanned time occurs, the supervisor and employee will work out an agreement to flex the hours within the 40 hour work week to avoid overtime whenever possible. For additional guidance see Policy 1.403 Flexible Work Scheduling.

Procedure

1. Business necessity may require, from time to time, that employees work time beyond normal business hours and/or their work schedule. Circumstances such as natural disasters, externally imposed program requirements, client-related crisis situations and the like are some examples.
    a. Planned Overtime Approval: Prior approval for any overtime is required of either the Supervisor, or in that person's absence, the Director. It is up to

the Supervisor to determine if the Supervisor wants the employee to submit their request to earn overtime in writing.

2. Unplanned Overtime approval
    a. - Social Workers will be permitted to some degree, to be self-directed in earning compensatory time due to the nature of client crisis (after hours) or other factors. which mitigate against an orderly “prior-approval” process. The supervisor will be notified when compensatory/overtime is required for client crisis. This notification can either occur by telephone call, text, or email.
    b. On-Call – The social worker will receive hour for hour compensatory time from the actual time the call is picked up rounded to the nearest quarter hour until the 40 hour work week is met, then the time is earned at time and one-half. No prior approval is required for on-call compensatory time.

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. 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, Director Date

Board Approval:_____ _____

Board Chair Date

Request for Board Action

BOARD MEETING DATE:
September 5, 2017

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: Johnson Diary Properties, LLP. (Owner)	
AGENDA YOU ARE REQUESTING TIME ON: 09-05-17	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Amendment to Conditional Use Permit recorded on 8/03/16, Swift Co. Land Records, as Document #243061. Amendment to modify a feedlot with a capacity of 500 animal units or more. The proposed facilities modification consists of a new 364' x 208' free stall total confinement barn & a 136' x 76' total confinement calf barn. The total animal unit capacity will increase from 2592.2 a.u.'s to 2988.0 a.u.'s. Required Conditional Use Permit per subsection 3.3 Code of Ordinances, Agricultural District I. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING:

Review/Recommendation

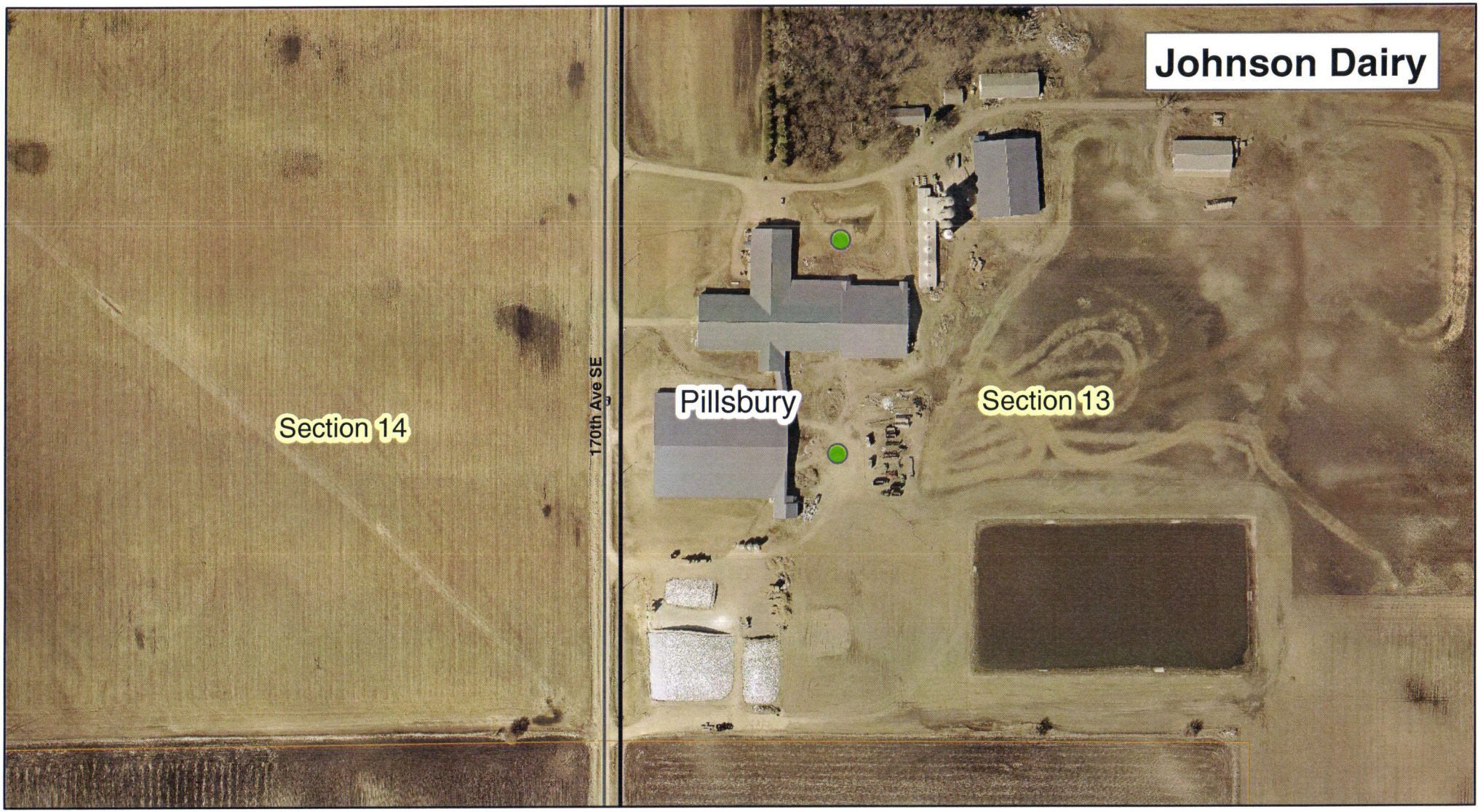
COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

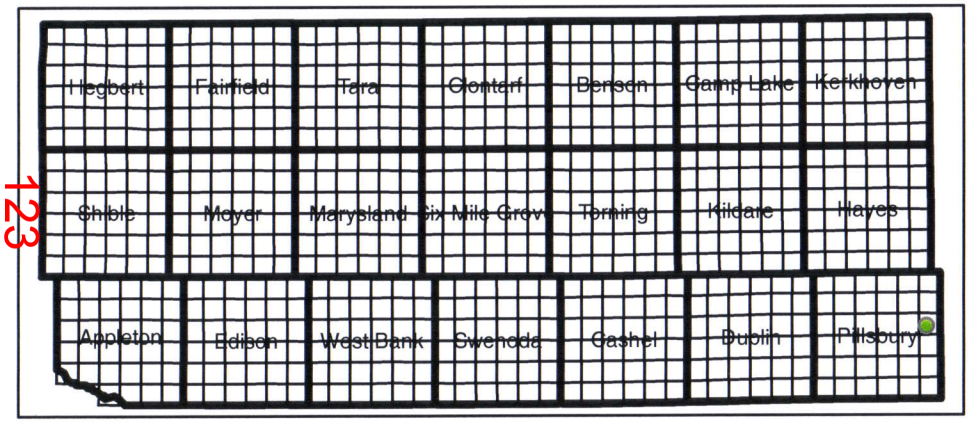
Board Action

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

Proposed Special Conditions
Johnson Dairy Properties LLP
Conditional Use Permit Amendment #5415

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. Applicant's personnel must address all complaints, problems or concerns regarding public health, safety and welfare within 72 hours of presentation of the complaint. Copies of all complaints and responses addressed to them shall be submitted to Swift County Environmental Services.
3. Granting of the conditional use-permit amendment shall be for the plans submitted with the initial application only.
4. All plans regarding approaches and access roads, as well as traffic control must be submitted to the township chairman.
5. Dead animals shall be disposed of in a manner consistent with the Minnesota Board of Animal Health and the Minnesota Pollution Control Agency (MPCA) requirements.
6. The permit holder shall allow the Zoning Administrator or MPCA staff to inspect the site whenever necessary. However, the Zoning Administrator shall provide a 24-hour notice in advance of any inspection that involves accessing the buildings in which the animals are confined.
7. A NPDES permit issued from the Minnesota Pollution Control Agency (MPCA) must be obtained.
8. An animal manure plan must be completed.
9. Drainage in the area cannot be negatively affected.
10. That a Good Neighbor Policy be in effect. Prior to spreading, the residents of dwellings within ¾ mile of agitation and spreading sited would be contacted to determine if they have any special events planned which may be affected by the spreading. If possible, another location or time would be chosen. Neighbors are encouraged to contact the applicant with any scheduled events in advance so as to help them plan manure application.
11. Reasonable measures will be taken to minimize offensive odor, fumes, dust and noise so that none of these will constitute a public nuisance.
12. This Conditional Use Permit Amendment #5415 shall expire one year from the date of issuance if the permit is not utilized.
13. Violation of any of the above stated conditions may result in revocation of the conditional use permit.





Project: Requesting to expand dairy operations by building a 364' x 208' free stall & a 136' x 76' calf barn.

Owner: Johnson Dairy Properties LLP

Legal: Part SW 1/4 of the NW 1/4 of Sect. 13, Pillsbury Township in Swift County, MN.

N

Created: August 2, 2017

Johnson Dairy Properties LLP
Project Summary

Overview

Johnson Dairy Properties LLP is a family owned and operated dairy and crop farm located in the Kerkhoven area. Our proposed facility expansion includes a 364' x 208' free stall barn addition. This barn will have 576 stalls and will not require changes to existing manure handling processes or equipment. The second proposed barn is a 136' x 76' calf barn that will hold 320 dairy calves. Manure will collect in an under floor concrete pit and will be flushed into existing concrete pits. Both barns are total confinement barns.

This expansion will result in a permitted animal unit (AU) capacity of 2,988.0. This is a 395.8 AU increase over the previously approved capacity of 2,592.2 AU. A previously permitted heifer barn not constructed has been eliminated at this time.

A variance will be required due to the county's ½ mile setback requirement from neighboring homes.

Johnson Dairy operates under the State of MN General Animal Feedlot National Pollutant Discharge Elimination System (NPDES) permit and has an MPCA approved Manure Management Plan in place.

Existing Facilities

- 300' x 111' – free stall barn with concrete pit
- 280' x 208' – free stall barn
- 88' x 120' – free stall barn
- 157' x 152' – compost barn
- 160' x 120' – heifer barn
- 240' x 60' – heifer barn
- 208' x 34' – calf barn
- 50' x 50' – separator room
- 112' x 34' – breezeway walkway
- 256' x 272' – feed pad
- 507' x 310' – liquid manure storage – earthen basin

Previously Approved Facilities (partially built or in process)

- 210' x 50' – commodity shed & pad (partially built)

Proposed Facilities

- 364' x 208' –free stall barn extension
- 136'x 76' – calf barn

Project Timeline

The project will begin construction upon approval by Swift County. Completion of construction on the free stall barn and the calf barn is anticipated to be in the fall of 2017.

Request for Board Action

BOARD MEETING DATE:
September 5, 2017

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:
Consider approval of two daycare loans

AGENDA YOU ARE REQUESTING TIME ON:	ARE YOU SEEKING APPROVAL OF A CONTRACT?
Regular board	No
IS THIS MANDATED?	EXPLANATION OF MANDATE:
No	County Board action needs to be taken to review and approve the loan requests

BACKGROUND/JUSTIFICATION:

Name	Address	#children in Daycare	Amount requested	Purpose	Committee Approval Date
Lynn Geyer	445 20th St. NW Benson	12 slots	$1,800	Preschool table and chairs, playground equipment & curriculum	8/29/2017
Pam Schultz	2008 Atlantic Ave. Benson	10	$655.18	Replacement Range	8/30/2017

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

Budget Information

FUNDING: Budget approval for these loans has been granted by the board.

Review/Recommendation

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

Request for Board Action

BOARD MEETING DATE:
September 5, 2017

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Presentation, review, and discussion of Swift County's Preliminary 2018 Budget and Levy	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: The County Board is required to approve preliminary levies and budgets prior to September 30. They are also required to set the TNT meeting by September 30.
BACKGROUND/JUSTIFICATION: The full budget and supporting document on the preliminary 2018 Budget and Levy is included in the supplemental material. The board is asked to review and discuss the proposed preliminary budget and levy. Action will be requested to be taken at the Board's September 19 meeting.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None

Budget Information

FUNDING:	n/a

Review/Recommendation

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

Request for Board Action

BOARD MEETING DATE:
September 5, 2017

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review the 2018 Budgets and Levies for the HRA and RDA and consider the following actions: 1. Consider approving a resolution on the 2018 Budget and Levy for the HRA 2. Consider approving a resolution on the 2018 Budget and Levy for the RDA	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: The County Board is required to approve preliminary levies and budgets for special taxing districts prior to September 19.
BACKGROUND/JUSTIFICATION: Attached are the 2018 requested budgets and resolutions approving the corresponding 2018 levy requests. The HRA levy request for 2018 is $90,000 and the RDA is $97,000 for a total of $187,000.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None

Budget Information

FUNDING:	These actions set the 2018 preliminary budget and levies for the HRA and RDA.

Review/Recommendation

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

RESOLUTION

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

Motion by Commissioner Seconded by Commissioner

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

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

WHEREAS, the HRA desires to levy such a special benefit tax in the amount of $90,000 which is less than 0.0185% of taxable market value upon all taxable property, both real and personal, within the HRA"s area of operation; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Swift County, Minnesota hereby accepts the 2018 budget and consents to the levy of a special benefit tax for taxes payable in 2018 within the Authority's taxing jurisdiction in the amount of $90,000 for purposes outlined and authorized by Minnesota Statutes 469.001 to 469.047, but in no case shall the dollar levy for the HRA exceed the limitations prescribed by Minnesota Statutes, Section 469.027 to 469.033.

Adopted on a ____ vote by the Swift County Board of County Commissioners the 5th day of September 2017.

Swift County Board of Commissioners

_____
Eric Rudningen, Chairman

ATTEST:

_____
Kelsey Baker
County Administrator and Clerk of the Board

Fox Hendrickx E. Pederson
P. Peterson Rudningen

Resolution 17-07-24

The Housing and Redevelopment Authority of Swift County, Minnesota
Resolution Approving the
Authorization of the Special Benefit Tax
Pursuant to Minnesota Statutes 469.033, Subd.6

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

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

Whereas, the HRA desires to levy such a special benefit tax in the amount of _$90,000____which is less than 0.0185% of taxable market value upon all taxable property, both real and personal, within the HRA"s area of operation; and

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

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

Now Therefore, be it resolved that the duly appointed Board of Commissioners of the Housing and Redevelopment Authority of Swift County, Minnesota hereby submits its approved 2017 administrative budget and authorizes a request for a levy of a special benefit tax for taxes payable in 2017 within the Authority's taxing jurisdiction in the amount of __$90,000____for purposes outlined and authorized by Minnesota Statutes 469.001 to 469.047, but in no case shall the dollar levy for the HRA exceed the limitations prescribed by Minnesota Statutes, Section 469.027 to 469.033.

Be if further resolved, that the consent resolution of the Board of Commissioners of Swift County to this special tax be attached to this resolution and made part of it upon approval by the Board of Commissioners of Swift County.

Dated this 24th day of July, 2017.

Paula Grace

Paula Grace Chair

Attest:

Victoria Syverson

Victoria Syverson - Executive Director

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

Motion by Commissioner Seconded by Commissioner

WHEREAS, the Swift County Rural Development Authority (RDA) desires to levy such a special benefit tax in the amount of $97,000, within the RDA's area of operation; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Swift County, Minnesota hereby accepts the 2018 budget and consents to the levy of a special benefit tax for taxes payable in 2018 within the Authority's taxing jurisdiction in the amount of $97,000.

Adopted on a ___ vote by the Swift County Board of County Commissioners the 5th day of September 2017.

Swift County Board of Commissioners

_____
Eric Rudningen, Chairman

ATTEST:

_____
Kelsey Baker
County Administrator and Clerk of the Board

Fox Hendrickx E. Pederson
P. Peterson Rudningen

Swift County RDA	2017	2018	
	Final	**Draft v1**	
INCOME	**2017**	**2018**	
Interest Income Financial Inst	450	450	Interest on bank balances
Other Income	-	7,000	$5k GROW loan/$2k Fair w/Env Svcs
Shared Income CVEC	49,500	49,500	99k shares with 50 cent dividend
Shared Income CVEC	(24,750)	(24,750)	HRA share of above
State MIF Close out		120,000	Targeted RDA ED programming fund
Tax Settlement Levy	87,000	97,000	Increase to cover personnel costs
TOTAL INCOME	**111,750**	**249,200**	
EXPENSES			
Ads & Promos	**1,000**	**1,000**	
Bank Charges	**100**	**100**	
Board Mtg Expenses	**3,000**	**3,000**	per diem & misc meeting costs
Business Liability Insurance	**2,700**	**2,735**	same D&O & Bonding
Computer Services	**600**	**600**	
Contract Services	**9,000**	**9,000**	web and accounting
Employee Related Costs	97,780	100,714	3% increase
Filing Fees	500	500	
Investment Expense	4,950	4,950	49.5k shares @ 10 cent
Lobbying NOT LOBBYING THIS YEAR	4,140	-	PR expenses Prison and other events.
Miscellaneous	200	200	
Office Supplies & Equipment	1,650	1,200	
Postage	100	100	
Printing	1,000	1,000	
Registrations	1,000	1,000	
Rent	-		
Special Projects	7,000	7,000	Calendars, Fair, Grant(s) match
Dues & Subscriptions	800	1,200	Member due increases
Telephone	1,340	1,340	
Travel Expense: Board	500	500	
Travel Expense: Staff	3,200	3,200	
TOTAL EXPENSE	140,560	**139,339**	
Beginning Balance*	**247,753**	**110,000**	
Income	**111,750**	**249,200**	
Expenses	**140,560**	**139,339**	
Ending Balance	**218,943**	**219,861**	
Operating Balance Year End Est.	**110,000**	**105,000**	

* Beginning Balance includes only those funds designated as "available to operate"

Jen: $120k for RDA strategic planning programs including Quality of Place enhancement such as Spif the Swift - downtown development, Multi-year Marketing plan execution of priorities, Study updates required for grant applications such as workforce housing update for multi-family housing development. A decision to do "One-time Exception" must report on economic development activities by Feb. 2019.