Notice & Agenda

Swift County Board of Commissioners

Tuesday, December 19, 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**
9:03 a.m.		**Consent Agenda**
	1-3	(1) Minutes from the December 6, 2017 Regular Meeting
	4-31	(2) Consider approving the Board Ratification Statement for Professional Services Agreement between MnCCC and STI
	32	(3) Consider approving the Annual Human Services Contracts
	33-34	(4) Consider approving the new MN/DOT agreement to handle Federal Funds for the County
9:04 a.m.		**Consider Approval of Commissioner warrants and review Auditor warrants**
9:05 a.m.		**Commissioner and Board reports**
9:20 a.m.		**County Administrator report**
9:25 a.m.		**Citizens Comments**
9:26 a.m.		**Liz Auch, Countryside Public Health**
		Quarterly Update
9:50 a.m.		**Ashlie Johnson, Countryside Public Health SHIP**
10:00 a.m.		**Scott Collins, Environmental Services**
	35-38	Consider approval of the Swift County Recyclables Pickup Contract with Geyer Recycling and Demolition Landfill
	39-53	Buffer Ordinance
		Follow-up on Conditional Use Permits
10:15 a.m.		**Catie Lee, Human Services**
	54-55	Consider approval of letter of support to Southwestern Minnesota Adult Mental Health Consortium Grant application
	56-66	Consider approval of Child Welfare/Juvenile Justice Screening Grant
	67-72	Monthly Update
10:45 a.m.		**Other Business**
	73-75	Consider setting 2018 levy and final budget for Swift County
	76	Consider setting 2018 levy and final budget for the RDA
	77	Consider setting 2018 levy and final budget for the HRA
	78-79	Consider setting 2018 Commissioner salaries and schedule of per diem
	80-84	Discussion on 2018 board committee assignments
	85-86	Discussion on SCBH board appointments
	87-88	Discussion on 2018 board work plan
11:10 a.m.		**Adjournment**

SWIFT COUNTY BOARD MINUTES
December 6, 2017

Chairman Rudningen called the meeting to order at 5:00 PM with all members present. Also present: County Administrator Kelsey Baker, County Auditor Kim Saterbak, County Assessor Wayne Knutson, Environmental Services Director Scott Collins, Parks and Drainage Supervisor Michael Johnson, and Sheriff John Holtz.

12-06-17-01 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the agenda as presented. Motion carried unanimously.

12-06-17-02 Commissioner Fox moved and Commissioner E. Pederson seconded to approve the Consent Agenda items: (1) Approval of Minutes from the November 21, 2017 Regular Meeting, (2) Approval of the Clifton Larson Allen engagement letter, (3) Appointment of two members to the HRA board, Karla Schmidt representing the Appleton area and Julie Commerford representing the Danvers area, (4) Approval of the MN AIS program resolution, (5) Approval of the MN DNR Grant in aids program resolution, (6) Approval of the Swift County Emergency Operations Plan, (7) Approval of the annual Human Services contracts. Motion carried unanimously.

12-06-17-03 Commissioner Hendrickx moved and Commissioner Peterson seconded to approve the Commissioner warrants as follows: Revenue: $63,908.48; Solid Waste: $16,964.41; Road and Bridge: $84,389.38; Amundson Peterson, $6,700; Anoka County Treasury Office, $2,000; Dooley Petroleum, Inc., $2,180.62; Geo Comm, Inc., $11,378.00; Geyer Recycling, $5,862.50; Life Insurance Co. of N. America, $4,163.60; Maney International of Alexandria, $5,124.16; Soil Conservation Office, $17,375.00; Sun Life Financial, $3,363.61; Swift County DAC, $2,139.78; Swift County HRA, $19,918.11; Swift County RDA, $23,592.04; Treasurer, Appleton Township $17,707.33;Treasurer, Benson Township, $19,770.71; Treasurer, Camp Lake Township $26,797.43; Treasurer, Cashel Township $32,932.42; Treasurer, City Of Appleton $14,523.62; Treasurer, City Of Benson $10,138.87; Treasurer, City Of Clontarf $8,783.96; Treasurer, City Of Danvers $5,270.60; Treasurer, City Of DeGraff $2,801.80; Treasurer, City Of Holloway $5,324.87; Treasurer, City Of Kerkhoven $8,821.47; Treasurer, City Of Murdock $2,445.25; Treasurer, Clontarf Township $16,197.97; Treasurer, Dublin Township $32,997.72; Treasurer, Edison Township $20,957.58; Treasurer, Fairfield Township $18,397.51; Treasurer, Hayes Township $28,775.83; Treasurer, Hegbert Township $24,122.69; Treasurer, Kerkhoven Township $23,954.54; Treasurer, Kildare Township $31,671.57; Treasurer, Marysland Township $22,309.30; Treasurer, Moyer Township $21,064.46; Treasurer, Pillsbury Township $29,352.18; Treasurer, Shible Township $13,178.81; Treasurer, Six Mile Grove Twp. $12,597.49; Treasurer, Swenoda Township $34,190.78; Treasurer, Tara Township $25,802.29; Treasurer, Torning Township $19,967.39; Treasurer, West Bank Township $39,263.85; Upper MN River Watershed District $4,855.24; Upper MN Valley RDC, $20,164.58; Van Heuveln General; Contracting Inc., $52,197.90; Van Heuveln Inc./K, $32,191.48; Waste Management of Northern Minnesota, $8,278.59; Wold Architects & Engineers, $5,947.70; Ziegler Inc., $4,069.60. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Gary Hendrickx reported on AMC annual conference, Prairie Waters Tourism and Southern Prairie Community Care. Commissioner P. Peterson reported on HRA, Prairie Five Rides, Senior Nutrition System and Building Committee. Commissioner E. Pederson reported on Joint Ditch meeting with Chippewa County, Extension and Historical Society. Commissioner Fox reported on Hospital Finance committee, Joint Ditch Meeting with Chippewa County, and AMC annual conference. Chairman Rudningen reported on Extension and AMC annual conference.

Administrator Baker reported on the Building Committee, Blandin Foundation, Personnel Report and

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schedule update.

Chairman Rudningen asked for citizens comments. There were none.

12-06-17-04 Commissioner Fox moved and Commissioner Hendrickx seconded to open the public hearing. Motion carried unanimously.

The Public Hearing for the second reading of the buffer ordinance was opened at 5:30 PM.

Allen Saunders asked several questions regarding the buffer.

SWCD District Technician Andy Albertson was also available to answer questions and a lengthy discussion was held.

12-06-17-05 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to close the public hearing. Motion carried unanimously.

The Public Hearing for the second reading of the buffer ordinance was closed at 5:56 PM.

12-06-17-06 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the second reading of the buffer ordinance. Motion carried 4-1 with Commissioner P. Peterson opposing.

Environmental Services Director Scott Collins presented on the Conditional Use Permits and requested the Board to table the motion, pending liability answers. The board requested to make a decision at the next board meeting, December 19, 2017. Several questions were asked and a lengthy discussion was held.

12-06-17-07 Commissioner E. Pederson moved and Commissioner P. Peterson seconded to table the approval of the conditional use permits. Motion carried unanimously.

Auditor Saterbak requested approval to prepare and submit a grant application to the Minnesota Secretary of State to purchase election equipment.

12-06-17-08 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the request to have the Auditor prepare and submit a grant application to the Minnesota Secretary of State. Motion carried unanimously.

12-06-17-09 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to open the Truth-in-Taxation Hearing. Motion carried unanimously.

Administrator Baker presented the 2018 Final Levy and Budget overview presentation. Several questions were asked and a lengthy discussion was held.

12-06-17-10 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to close the Truth-in-Taxation Hearing. Motion carried unanimously.

12-06-17-11 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 7:16 PM.

WITNESSED:

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_____
Eric Rudningen, Chair

ATTEST:

_____
Kelsey Baker, County Administrator

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Request for Board Action

BOARD MEETING DATE:
December 19, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT:	REQUESTOR:	REQUESTOR PHONE:
County Attorney's Office	Danielle Olson	320-843-2134

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Board Ratification Statement for Professional Services Agreement between MnCCC and STI	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Minnesota Counties Computer Cooperative has secured a new vendor (STI) to support the MCAPS computer program that the County Attorney's Office uses to manage all legal files. The support agreement will go into effect 1/1/18. Support fees remain the same as 2017. The software program has been in place for 10+ years.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING:	No additional funding is required.

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.

Minnesota Counties Computer Cooperative

BOARD RATIFICATION STATEMENT

The Board of Swift County has ratified the PROFESSIONAL SERVICES AGREEMENT BETWEEN MINNESOTA COUNTIES COMPUTER COOPERATIVE And STRATEGIC TECHNOLOGIES INCORPORATED for the maintenance and support of MCAPS.

The Agreement will be effective January 1, 2018 through December 31, 2022. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this contract.

Signed:_____
Board Chair

Date: _____

Attest: _____

Title: _____

Date: _____

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN

MINNESOTA COUNTIES COMPUTER COOPERATIVE

And

STRATEGIC TECHNOLOGIES INCORPORATED

1/1/2018

This Agreement dated and to be effective as of the date set forth above by and between the Minnesota Counties Computer Cooperative, organized and doing business under Minnesota's joint exercise of power statute (MN Stats § 471.59), with principal offices at 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("MnCCC") and **Strategic Technologies Incorporated** , a **Minnesota corporation** with principal offices at **9905 45th Avenue North, Suite 220, Plymouth, MN 55442** ("VENDOR").

WITNESSETH

WHEREAS, MnCCC wishes to retain VENDOR to provide certain professional services and expertise to obtain computer programming and technical assistance for the maintenance and support of MnCCC's copyrighted, proprietary and confidential computer software system known as the ***Minnesota County Attorney Practice System***™ software ("MCAPS"); and

WHEREAS, VENDOR has and will be expected to render substantial services and expertise hereunder.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be Supported

VENDOR agrees to provide the computer programming, technical assistance, and related professional services to support and maintain the systems and systems components of MCAPS, in exchange for MnCCC's payment of certain fees as summarized in ***Attachment A***, which is attached and incorporated by reference.

II. Definition of Included Support Services

The software support fees paid by MnCCC are identified in ***Attachment A - MCAPS Support Fee Schedule***. These fees shall fully compensate VENDOR for the following Services:

A. General MCAPS Support Activities (All MCAPS Users)

1. Track MCAPS support incidents and report out to the County Attorney Executive Committee per the MCAPS Service Level Agreement (SLA) attached and incorporated by reference as ***Attachment B***.
2. Provide supporting documentation for County Attorney Executive Committee meetings (up to 12 times per year) with respect to MCAPS bugs/fixes and open MCAPS Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Research statuses).
3. Provide any MCAPS revisions necessitated by changes in applicable Minnesota statutes, laws or regulations. MnCCC will advise VENDOR of any requested changes to MCAPS as necessitated by changes in Minnesota statutes, laws, or regulations and provide sufficient details to support VENDOR in making the changes. Further, these changes will be subject to written work order as described in Section II – E.1.
4. Revisions necessitated by change in underlying MCAPS operating systems.
5. Revisions necessitated by changes in current state reporting requirements (609.11 Report, MCCVS Report, or other reporting tools established in MCAPS (new tools would require an enhancement request)
6. Training. Provide eighty (80) hours of training per year, with up to thirty (30) hours available to rollover from year to year. Preparation of training materials and presentations are included in the eighty (80) hours. Training will include webinars and in person training. Travel for in person training will be billable as defined in Section IV.F. In addition to the eighty (80) hours, VENDOR will also provide up to two-days (16 hours) training including preparation time at the MnCCC Annual Conference and an additional optional one-day User training session at a time and location selected by MnCCC.
7. Preparation work and attendance at MCAPS Executive, Enhancement, Technology, and Standards Committee meetings or other MCAPS Committees as recommended by the MCAPS Executive Committee.
8. Bug fix work in MCAPS or related applications and services for legacy code not originally developed by the VENDOR.
9. System design, prototyping, estimating, meeting time, and project management related to the planning of new enhancements or new system initiatives.
10. Consulting and product management services as needed with other criminal justice partners.
11. Sales Support. VENDOR will support MnCCC in any MCAPS marketing efforts at the direction of MnCCC, including but not limited to conference calls, responding to RFPs/RFIs and software demos. Travel time for such support is not subject to the fee support, and shall be billable to MnCCC at the discounted rates and in the manner identified in Section IV.F.
12. Other activities as approved by the MCAPS Executive Committee.

B. Level 1 Software Support

Logging of, and responding to, email and phone support requests from MCAPS users regarding MCAPS application usage. Each support request is to be logged as to the nature of the request/issue and county/agency/department that originated the request. Level 1 support will resolve basic user issues for the MCAPS users and escalate more complex issues to Level 2 support.

C. Level 2 Support

Engage with MCAPS users on more complex support issues escalated from Level 1 support. Will resolve issues that can be addressed via ad hoc training; by providing alternate approaches to resolving issue; or by documenting the issue more fully so that it can be addressed by Level 3 support as a MCAPS bug or enhancement request. Level 2 support will provide direction to MCAPS users and to Level 3 support in terms of whether or not the MCAPS functionality is working as designed, or appearing to be a code bug that needs to be addressed by Level 3. If it is determined that the code is functioning as designed, then the MCAPS user will be instructed to submit an enhancement request through the VENDOR's helpdesk.

D. Level 3 Support

Perform MCAPS code analysis, programming, testing and project management related to bugs, as escalated from Level 2 support. Level 3 support for bugs escalated from Level 2 support is included in the fees identified in **Attachment A**.

Level 3 support will also include the following:

1. Estimating of MCAPS Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Enhancement Requests, with review and sign-off by MnCCC prior to all coding activities.
3. On-going design, development, technical testing and deployment as described in "MCAPS Infrastructure Modernization" Section II – H below.

Additional programming, coding and testing services identified in Section II.D(1) – (3) above will be performed by VENDOR and chargeable to MnCCC if and as approved in a Work Order negotiated and signed by the parties. No additional Level 3 charges will be made without prior authorization by MnCCC.

E. Enhancements

Requirement of Work-Orders: With the exception of provision of pre-priced, fee support and maintenance services as designated as Support, VENDOR shall provide all

professional services hereunder as specified and pre-authorized by MnCCC in a written Work Order in substantially the form of ***Attachment C***.

1. Written Work Orders shall document the scope and timelines for any Enhancements, and shall contain at a minimum the following:
   a. a maximum cost to MnCCC for the specified work (MnCCC or any other party hereunder has no obligation to pay any amount in excess of the amount specified unless so pre-authorized in writing by MnCCC. Additionally, any incremental payments must be specified in the Work Order, and must be related to the accomplishment of specified tasks);
   b. identification of the software version that the Enhancements will be made to;
   c. specifications as to what services are to be performed;
   d. identification of any third party software or freeware needed, along with associated costs;
   e. a description of the work, software code, documentation and other relevant deliverables;
   f. the due date for completion of the services to be provided, including a schedule for development and testing;
   g. identification of two or three users that will provide beta testing of the enhancement and any expectations regarding such beta testing, unless this requirement is expressly waived by the MnCCC Executive Committee or its designee;
   h. a schedule of status reports, if any, of the services being performed and the progress made;
   i. the criteria, process and means that the Enhancements deliverables are to be accepted as complete and satisfactory;
   j. identification of applicable performance milestones and payment terms.
   k. a means for both parties to sign and evidence their binding agreement to the Work Order specifications and terms. Changes to Work Orders can only be made by mutual consent, documented in writing and signed by the parties.

2. Types of Work Orders: Work orders shall be either global or participatory. Global work orders are for work on the MCAPS system as a whole, for all users, and for which County Attorney User Group funds shall be used. Participatory work orders are for work performed for one or more specified users and for which the specified users shall be liable for. All Work Orders must be approved in writing by MnCCC prior to initiation of any work by VENDOR. A sample Work Order is attached to this Agreement as ***Attachment C***.

F. Installation Support

For users not able or interested in performing their own MCAPS updates or new release installations, or who do not have another provider, VENDOR will perform the

installations as part of this optional support element. A minimum hourly fee for such installation support services will be charged per installation, and as set forth in ***Attachment A***.

Installation support will be performed by VENDOR via a signed Work Order, and chargeable only to users who choose this option.

G. MCAPS Project Coordinator

The VENDOR will assign a MCAPS Project Coordinator position that will regularly engage in MCAPS project management and will serve as the MCAPS lead contact and liaison.

H. MCAPS Infrastructure Modernization

With the specific activity as agreed to and as pre-approved by MnCCC, VENDOR will work ongoing on the underlying architecture of MCAPS as part of Level 3 support, and in order to remain current with respect to the "code stack" that supports the functional capabilities of MCAPS~~,~~ and which will take up to 5,000 person hours to complete. The code stack generally refers to, but is not limited to: source code, SQL database, third-party products, security layer, web browser, web server, .NET framework, software and scripting language, web services, integrations with external systems, and other interfaces. In addition to this activity, infrastructure modernization also includes designing and creating new capabilities to support a more automated installation of MCAPS updates and new releases, and on-going technical documentation updates. Technical documentation requirements shall be defined on a regular basis with MnCCC and prioritized along with code update activity. Examples of technical documentation include:

1. Detailed documentation on the database structure and core application design, interfaces and Microsoft AD integration.
2. Documentation on all application module usage and code levels, including any registrations or licensing. Develop a plan to keep these current, patched and up to date.

The MCAPS infrastructure modernization fund is to include 5,000 person hours during the term of this Agreement, initially allocated at 1,000 hours for each calendar year, with monthly report out on specific progress made against approved plans and hours logged. Should 1,000 hours annually be insufficient for the demand/needs in this area, then additional hours may be authorized by MnCCC during a calendar year, including the reallocation of hours from future years, and/or new hours chargeable at then-current ***Attachment A*** time and materials rates.

Should VENDOR fail to provide 1,000 hours in support of MCAPS infrastructure

modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s) for as long as this Agreement remains in force. If a Renewal Term is agreed to by the parties, an additional 3,000 hours shall be added to the MCAPS infrastructure modernization fund, initially allocated at 1,000 hours for each year of the Renewal Term. During the Initial Term of this Agreement or in any Renewal Term of this Agreement, if the balance of hours required for MCAPS infrastructure support, based on actual activity, is projected to be greater than remaining hours required to support known modernization activities, then hours may be shifted to MCAPS Enhancements, in order to "consume" available hours or pay for Software Support overages. Up to 150 hours of work by the VENDOR may be charged to infrastruture support for hours incurred in the fourth quarter of 2017 in preparation for product management.

MCAPS modernization will be performed by VENDOR only and associated costs are included in the Software Support fees payable this Agreement.

I. Additional Requirements

1. VENDOR must obtain written permission from MnCCC to add any VENDOR or third party plug-ins or code proposed to be incorporated into the MCAPS system. This includes, but is not limited to, any "freeware" or "shareware", which shall be avoided where possible. Once approved, those plug-ins or third party code will be included, maintained and updated as part of this Agreement, unless a special support addendum is executed and attached to this Agreement. VENDOR shall provide to MnCCC within 90 days of contract signing, a detailed list specifying all third party code and plug-ins used in the existing MCAPS application. MnCCC acknowledges and agrees that pre-existing plug-ins and third party code incorporated into the MCAPS system are accepted, and shall remain subject to full MCAPS support hereunder.
2. For new software development performed after 4/1/2018, VENDOR shall provide current, full and detailed database and application design and programming documentation for all parts of the MCAPS application including third party code ~~add ons~~, per provision in Section II – G above.
3. VENDOR shall follow the MnCCC source code and documentation policy.
4. VENDOR shall obtain and/or maintaining BCA certification (BCA Vendor Vetting and agreements for access to a CJDN restricted network).

J. Service Level Agreement, Priorities and Escalation – See *Attachment B.*

K. Virus, Malware, Unapproved and/or Unauthorized Code

1. VENDOR shall retain sole responsibility and liability for delivering all electronic files and other deliverables to MnCCC under this Agreement, free of any Virus, Malware or Unapproved and/or Unauthorized Code. VENDOR warrants and represents that

any data, programs, hardware or firmware provided, or sourced, by VENDOR to MnCCC shall be free, at the time of receipt, of any computer Virus, Malware, Unapproved and/or Unauthorized Code.

2. "Virus, Malware, Unapproved and/or Unauthorized Code" for purpose of this Agreement means any harmful or hidden programs or data incorporated therein with malicious or mischievous intent, including any code, program or device that would shut off, limit or interfere with the full, unrestricted access and use by MnCCC, its user members and other end user licensees. This would also include, but not limited to, the entering of any illegal, virus, malware, unapproved and/or any unauthorized code containing or triggering any unauthorized, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or potentially malicious data into MnCCC and / or member systems or networks.

L. Governing Law; Compliance with Laws

This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement, to be commenced by VENDOR shall be venued in the applicable federal or state courts located in Ramsey County, Minnesota, and VENDOR hereby irrevocably consents to the jurisdiction and venue of such courts, and agrees to commence any actions solely in such courts.

The parties shall each abide by all applicable Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or here after adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include VENDOR obtaining all licenses, permits or other rights required for the provision of services contemplated by this Agreement.

M. Ownership, Proprietary Considerations and Data Security

1. VENDOR agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all documentation pertaining to the MCAPS system design, to avoid pirating or other unauthorized use of MnCCC's confidential, valuable assets. VENDOR hereby irrevocably assigns to MnCCC and its successors and assigns, and MnCCC shall solely own any MCAPS inventions, discoveries, data, databases, programs, documentation interfaces or other deliverables and work product developed or modified by VENDOR or its personnel providing services under this Agreement.
2. MnCCC and VENDOR agree that all materials and information developed under this Agreement shall become the sole property of MnCCC automatically and irrevocably as of initial creation, per the irrevocable assignment in this Section M.
3. VENDOR agrees to protect the security of and to keep confidential all data

information and materials received or produced under the provisions of this Agreement, and shall not disclose them to any third parties, or make any internal use thereof, without the prior written consent of MnCCC, as provide in the assignment in this Section M.

4. Procedures and software created by VENDOR pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be included in the assignment identified in Section M.1. above. VENDOR shall not disclose or otherwise make said software available to third parties, or utilize such assets in any other non-related applications without the prior written consent of and written license agreement from MnCCC.
5. VENDOR shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding MCAPS and/or any data security in users' computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by MnCCC and/or MnCCC members, without MnCCC's prior express written authorization. The provisions of this Section shall survive the expiration or termination of this Agreement.
6. VENDOR retains its ownership rights to its propriety software products, technology, user interface designs, and software libraries and development/utility tools it utilizes to create or support the software developed hereunder. This retained ownership shall in no way alter, prevent or limit MnCCC from exercising its full and sole ownership rights, and the ability to assign, transfer, license or commercialize any of the modifications, enhancements or other work product and deliverables created by VENDOR under this Agreement for MnCCC's propriety software products, technology, user interface designs, and software libraries. In order to facilitate such free and unrestricted use, VENDOR grants an irrevocable, perpetual, world-wide, royalty-free, transferable license by MnCCC and its licensees, transferees, successors and assigns to use all of such proprietary/third party software products, technology, user interface designs, and software libraries.

III. Items Not Included

This Agreement does not include support for non-MCAPS issues. Below are some examples of items not included in this support agreement, which will be identified and disclosed by VENDOR to MnCCC as non-included services, in order to provide an opportunity for MnCCC (and in certain cases, MnCCC's user) to accept or decline the provision by VENDOR or such non-included services in writing and prior to initial performance by VENDOR in each case:

A. Any third party software (fees or support), this does not include a third party code or plug-ins used in the application.
B. Server migrations and server setup.
C. Operating system updates or troubleshooting (Windows servers).
D. Applying application server and/or web server updates.
E. Networking issues internal to county or agency.

F. PC issues or PC troubleshooting.
G. User network remote connection issues.
H. Other support for non-MCAPS applications or county systems.
I. Future third party fees (if any) for what is currently "freeware" embedded within MCAPS.

IV. Billings of Charges and Costs

A. VENDOR shall bill MnCCC for services and costs at the rates set forth in ***Attachment A***.

The minimum fees to be paid to VENDOR for support services for MCAPS support over the term of this Agreement is defined in ***Attachment A***. Any expenditure in addition to those specified above must be pre-authorized in writing by MnCCC. Additional services will be provided at the hourly rates and specifications defined in Sections C and D below.

"Calendar quarter" shall mean three (3) consecutive calendar months and the quarter shall commence with, respectively, the months of January, April, July, and October, of each calendar year. VENDOR shall invoice MnCCC, and MnCCC shall invoice and collect quarterly support fees from its users.

B. Invoices pursuant to Section IV – A, above, shall be billed in advance to MnCCC on a quarterly basis and shall be paid by MnCCC within sixty (60) days of the date of the invoice, other than any portion(s) disputed in good faith by MnCCC.

C. The chargeable hourly rates by VENDOR during the duration of this Agreement for project management, technical work and training personnel shall be as defined in ***Attachment A***.

D. For additional services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be tracked and reported by VENDOR to MnCCC, which reserves the right to inspect and copy VENDOR's time records to substantiate charges and costs.

E. Direct Support (projects outside of this support Agreement) will also be available to users at the annual rates specified in ***Attachment A***. MnCCC shall compensate VENDOR following receipt of VENDOR's invoice and other documentation requested for charges and expenses incurred for other services, provided that such additional, non-flat fee prepaid work has been authorized, completed, and accepted without dispute by MnCCC and according to the specifications set forth in a Work Order and/or otherwise as authorized and specified herein. Charges shall be reimbursed to VENDOR at the agreed upon hourly rate listed in ***Attachment A***, all to be tracked and billed in quarter hour increments, with any billable travel time to be charged at one-half the hourly rate. Any

proposed travel or other reimbursable expenses will be at actual reasonable costs, as pre-approved in a Work Order. MnCCC and VENDOR may agree in a Work Order to a fixed price for providing a service or delivery of a product. Further, MnCCC and VENDOR may agree to different hourly rates for a specific engagement, if so stated in the authorizing Work Order. MnCCC shall not be liable for any charges that were not pre-authorized in writing by a Work Order. MnCCC shall reimburse VENDOR within forty-five (45) days upon receipt of properly documented charges and expenses for services and deliverables that have been completed and accepted in accordance with the applicable Work Order. For any work which MnCCC disputes as not being authorized by the Work Order or incomplete under the standards and conditions as set forth in either this Agreement or in the Work Order, MnCCC shall be liable to pay only the amounts pertaining to the work accepted by MnCCC. VENDOR shall continue to perform services expeditiously, and in a good-faith effort to ensure that all remaining portions are promptly completed as agreed, until such disputes are resolved and the services and work product tested and accepted by MnCCC. VENDOR agrees to keep and maintain accurate, sufficient and complete time records for all work hereunder for at least one year following the provision of such services, and to provide such records to MnCCC at no charge upon request.

F. For non-fixed fee services pre-authorized and performed pursuant to this Agreement, VENDOR is authorized to bill for time incurred in actual travel and at the discounted rates identified in ***Attachment A***, and for all reasonable transportation and overnight travel expenses. Automobile mileage shall be billable per the then-current US General Services Administrative Schedule.

G. Non-payment and remedies of VENDOR: In the event that MnCCC does not pay VENDOR within sixty (60) days of the date of the invoice (other than any portion disputed in good faith), VENDOR shall have the option to terminate this Agreement upon at least ninety (90) days' written notice thereof.

H. Right to Withhold Payment.

a. MnCCC may withhold payment of the whole or part of any amount due to or claimed by Vendor to such extent as may be necessary to protect MnCCC from loss on account of:

a. defective work not remedied or guarantees not met;

b. failure of Vendor to complete any part of its work in accordance with any permit, binding agreement or completion schedules established in or made a part of this Contract;

c. claims filed or reasonable evidence indicating probable filing of claims; and/or

d. damage to another Contractor.

In the event MnCCC withholds payment, then no interest penalty shall accrue against MnCCC for non-payment of disputed claims. Vendor may not exercise its right to termination as stated in section IV, sub G, for any payment withheld under this clause.

MnCCC will notify Vendor within 15 days as to the reason for the payment being withheld.

V. Representations, Warranties and Indemnifications of the Parties

A. Each party represents and warrants that it has the right to enter into this Agreement.

B. Except as expressly provided in this Agreement, neither party makes any warranty, either express or implied, with respect to the MCAPS computer software system or services provided herein, their quality, merchantability, or fitness for a particular purpose. Except as expressly provided in this Agreement, there are no warranties, either express or implied, regarding the MCAPS computer software system or services provided hereunder, and any and all such warranties are hereby disclaimed and negated. No oral or written information or advice given by either party or its employees shall create a warranty or make any modification, extension or addition to this warranty.

C. VENDOR further represents, warrants and agrees as follows:

1. VENDOR represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above will be designed and developed in a skilled, ethical, professional and lawful manner, and are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties and will execute on utilized servers and networks (or mutually agreed upon future modernizations).
2. VENDOR further warrants that these services will not alter or diminish or otherwise adversely alter the characteristics and/or the underlying performance of the existing MCAPS software system.
3. VENDOR represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products, that are each hereby irrevocably assigned to and shall be owned by MnCCC on assignment, that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, trade secret or other third party legal rights, or contain, at the time of receipt, any computer Virus, Malware, Unapproved and/or Unauthorized Code.

4. VENDOR will provide true, correct and complete copies of the then-current MCAPS source code to MnCCC and at no charge at least twice per calendar year, and at other times upon MnCCC's reasonable request. MnCCC will provide VENDOR with written source code media, logistics, and delivery instructions from time to time.

D. MnCCC further represents, warrants and agrees as follows:

1. MnCCC represents, warrants, and covenants that it will provide the cooperation

and assistance of its personnel, as reasonably required, and as would be necessary for the completion of VENDOR's services hereunder, to the extent that the services are being rendered for MnCCC and for the MnCCC activity or system involved.

2. MnCCC represents and warrants that it will make prompt and full disclosure to VENDOR of any unpublished information it receives regarding the government requirements and regulations related to the government program which the system services, in order to assist VENDOR with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update MCAPS, in order to accommodate applicable changes in Minnesota laws.

VI. Other Conditions

A. Entire Agreement

Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement (including all Attachments and any other documents incorporated by reference in an amendment signed by the parties) supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

B. Non-Assignment

VENDOR shall not assign any interest in the Agreement without the prior written consent of MnCCC thereto, provided, however, that claims for money due or to become due to VENDOR from MnCCC under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval. Subject to the foregoing, this Agreement shall be enforceable by the parties and their respective successors and permitted assigns.

C. Conflicts of Interest

VENDOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its full and unrestricted performance under this Agreement. VENDOR further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.

D. Subcontracting

None of the work or services covered by this Agreement, and properly authorized by MnCCC, shall be subcontracted without prior written approval of MnCCC.

Said written consent shall not be unreasonably withheld in the event that VENDOR shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the full responsibility and liability of VENDOR hereunder to MnCCC.

Furthermore, such third party subcontractor(s) shall produce an expressed agreement acknowledging receipt of a copy of this Agreement and such third party's agreement to be bound by its provisions as if an original party thereof, as well as any nondisclosure or other agreements or obligations then in force between VENDOR and MnCCC.

E. Expenses Incurred

No payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

F. Independent Contractor

For the purpose of this Agreement, VENDOR is an independent contractor. Any and all employees, members, or associates or other persons, while engaged in the work or services required to be performed by VENDOR under this Agreement, shall in no event be considered employees or personnel of MnCCC; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees, other professionals of VENDOR, shall in no way be the obligation, liability or responsibility of MnCCC.

G. Insurance. VENDOR, for the benefit of itself and MnCCC, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following:

1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than one million five hundred thousand dollars ($1,500,000) per accident for combined single limit.
2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than one million dollars ($1,000,000) for property

damage arising from one (1)occurrence, one million dollars ($1,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and one million dollars ($1,000,000) for total personal injury and/or damages arising from one (1)occurrence.Such policy shall also include contractual liability coverage.

3. Statutory Worker's Compensation Insurance.
4. Professional liability (errors and omissions) insurance in an amount of not less than two million dollars ($2,000,000).
5. VENDOR will provide MnCCC with certificates of insurance by the end of the first month of the Agreement. The certificate of insurance shall provide that the insurance carrier will notify MnCCC in writing at least thirty (30)days prior to any reduction, cancellation, or material alteration in VENDOR's required minimum insurance coverage. MnCCC shall be named as an additional insured party in each policy required to be maintained hereunder.

H. Local Alterations

For the system supported under this Agreement, the version maintained by VENDOR shall be designated the "Base System". The parties to this Agreement agree to accept the base system and modifications to the base system as approved by MnCCC . VENDOR shall not be liable for claims arising from any and all versions that include local alterations.The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the MCAPS system documentation.

I. Data Practices

Data collected, created, received, maintained, disseminated or used for any purposes in the course of VENDOR's performance of this Agreement is subject to the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other applicable state and federal laws, including those on data privacy. VENDOR agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. VENDOR designates Dan Musser, as its initial "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data. Any replacement of VENDOR's responsible authority with a suitable qualified individual satisfactory to MnCCC will be effective on MnCCC's receipt of written notice thereof given by VENDOR.

J. Force Majeure

VENDOR shall not be held responsible for delay or failure to perform when such

delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusual severe weather, acts of public authorities, or delays or defaults caused by public carriers.

K. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

L. Non-Discrimination

In carrying out the terms of this Agreement, VENDOR shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, marital status, national origin, disability, or public assistance.

M. Document Examination

All books, records, documents and accounting procedures and practices of VENDOR relative to this Agreement are subject to periodic examination and copying by MnCCC or its designees, and either by the legislative auditor or the state auditor as appropriate, in accordance with the provisions of Minn. Stat. Section 16B.06, Subd. 4.

N. Performance Review

VENDOR and the County Attorney User Group Chair, or their designee, shall meet at least annually to review the terms of this Agreement and each party's performance of its terms.

VII. Term and Termination

A. Term

This Agreement is legally binding as of the Effective Date and shall continue until terminated as provided for herein.

1. Initial Term

The Initial Term of this Agreement shall be for a period of five (5) years. The first two (2) years thereof shall be a Probationary Period, and subject to early termination as provide in Section B.1. below.

2. **Renewal Term**

   This Agreement may be renewed by the written agreement of both parties for one period of three (3) years, beginning upon the conclusion of the Initial Term, or upon the earlier execution of an agreement to renew. Should services continue beyond the Initial Term into the Renewal Term, Maintenance and Service Fees will negotiated at mutually agreeable terms.

3. Additional Renewal Term(s)

   This Agreement may be renewed for unlimited additional three (3) year periods beginning at the end of the Initial Renewal Term, upon mutually agreeable Maintenance and Services Fees.

B. Termination

1. **Termination for Convenience**

   a. **Probationary Period**

   During the Probationary Period, either party may terminate the Agreement for convenience by providing written notice as provided herein. VENDOR must provide MnCCC at least one hundred eighty (180) days' prior written notice of intent to terminate. MnCCC must provide VENDOR at least ninety (90) days' prior written notice of intent to terminate.

   b. **Initial Term or Renewal Term**

   During the balance of the Initial Term or during the Renewal Term either party may terminate the Agreement for convenience by providing adequate notice. VENDOR must provide MnCCC at least one (1) year's prior written notice of intent to terminate, with the termination to take effect as of the expiration of the Initial Term or Renewal Term, unless MnCCC agrees in writing to an earlier date. MnCCC must provide vendor at least ninety (90) days' prior written notice of its intent to terminate during the Initial Term or Renewal Term.

2. **Termination for Cause**

   If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

3. **Transition Services**

Provided that this Agreement has not been terminated by VENDOR due to MnCCC's failure to pay any undisputed amount due VENDOR, VENDOR will provide to MnCCC and/or to any future vendor selected by MnCCC (hereinafter "Successor") assistance reasonably requested by MnCCC to effect the orderly transition of the Services (hereinafter "Transition Services"), in whole or in part, to MnCCC or to Successor following the termination of this Agreement, in whole or in part. Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from VENDOR to MnCCC or Successor; (b) if required, transferring the Subscriber Data to Successor; (c) using commercially reasonable efforts to assist MnCCC in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by VENDOR in connection with the Services; (d) using commercially reasonable efforts to make available to MnCCC, pursuant to mutually agreeable terms and conditions, any third-party services then being used by VENDOR in connection with the Services; and, (e) such other activities as may be reasonably necessary or desirable to complete the transition, or such other services as the parties may agree.

Notwithstanding the foregoing, should MnCCC terminate this Agreement due to VENDOR's material breach, MnCCC may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services, and this Section shall expressly survive the termination of this Agreement, until all Transition Services have been successfully provided.

3. Payments Upon Termination

Within thirty (30) days following the termination of this Agreement MnCCC shall pay to VENDOR all undisputed amounts due and payable hereunder, if any, and VENDOR shall pay to MnCCC all amounts due and payable hereunder, if any. Should this Agreement be terminated for cause or convenience prior to the expiration of the Initial Term or Renewal Term, any amounts due and payable shall be equitably prorated.

2. Return of Subscriber Data

Upon the termination of this Agreement VENDOR shall, within one (1) business day following the termination of this Agreement, provide MnCCC without charge and without any conditions or contingencies whatsoever (including, but not limited to, payment of any fees due to VENDOR), with a final copy of the source code of the most current software version, and all then-current documentation. VENDOR shall also certify to MnCCC the destruction of any/all data or software versions within the

possession or control of VENDOR, but such destruction shall occur only after the current version source code has been returned to MnCCC and verified as fully functional. This Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate or counterpart originals, all of which when taken together shall constitute a single original agreement, entered into by their respective undersigned duly authorized representatives, and intending to be bound thereby.

VENDOR ~~Systems~~

By: _____

Title: President

Date: 10/18/2017

MnCCC

By: _____

Title: Board Chair

Date: October 12, 2017

MnCCC

By: _____

Title: Executive Director

Date: October 12, 2017

MnCCC

By: Terri L. Janssen

Title: County Attorney User Group Chair

Date: 10-18-17

ATTACHMENT A

MCAPS Support Agreement Fee Schedule: MnCCC will pay STI a quarterly fee as described in the "MCAPS Support Fee Schedule" table below for all support services described in section II.A.-D. If the total support hours in any quarter exceeds 432 hours, STI will be compensated for the additional hours on a time and materials basis in quarter hour increments computed at the applicable hourly rate. At the discretion of the MCAPS Executive Committee, support overages may also be charged against the Infrastructure Modernization Hours. If the total support hours are less than 432 hours in any one-quarter, MnCCC will receive an hour-for-hour credit up to 72 hours, computed at the rates in the "MCAPS Support Fee Schedule". These hours will be banked and will be used at the discretion of the MCAPS Executive Committee or credited against future support overages. The quarterly fee and support hours requirements may be adjusted annually by mutual agreement of both parties in a Work Order format.

The MCAPS Support Fee Schedule:

Contract Year	Annual Support Fee	Quarterly Support Fee	Hourly Rate for Billable Enhancements and Project Work
Year 1	$450,000	$112,500.00	$165.00
Year 2	$463,500	$115,875.00	$170.00
Year 3	$477,405	$119,351.25	$175.00
Year 4	$491,727	$122,931.75	$180.00
Year 5	$506,479	$126,619.75	$185.00

Other Fees/Reimbursements:

- Travel time hourly rate is 1/2 of the applicable billable rate.
- For the contract term, STI's incurred mileage would be reimbursable at the appropriate annual IRS approved rate.
- All other travel expenses would be reimbursed at cost.
- Onsite fee for installation work is a minimum of four (4) hours.

ATTACHMENT B

Service Level Agreement (SLA) Obligations and Procedures – MCAPS Support

This Agreement defines the SLA requirements referred in the Agreement for all Included Support Services as identified in Section II thereof.

Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into VENDOR's support tracking system and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:

  Severity 1: Critical Business Impact - MCAPS system is not accessible

  Severity 2: Significant Business Impact – An MCAPS component is unavailable to users

  Severity 3: Some Business Impact - MCAPS system is fully available, but a significant issue is causing delays or workarounds

  Severity 4: Minimal Business Impact - MCAPS system is fully available, but minor issue requires assistance
- Highest priority will be given to Severity 1 issues, with Severity 2, 3, and 4 in descending priority sequence.
- STI will assign initial severity, a MCAPS user can adjust severity designation with MnCCC's approval.
- Response Time Goals:

  Severity 1 – Within one hour for initial response, with all available VENDOR resources to support until MCAPS system is up and running again. VENDOR resources will work 7 days a week, 24 hours a day until all Severity 1 issues are solved. VENDOR will provide regular updates to the MCAPS user on the status and resolution of Severity 1 issues. MnCCC and the affected MCAPS user shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update notification shall occur every 4 hours until the issue is resolved.

  Severity 2 – Within two hours for initial response, subject to ongoing Severity 1 priorities, with all available resources to support issue resolution until the issue is solved. Regular updates (at least at every 20 hour work interval) will be provided by VENDOR to MCAPS user. Escalation to designated MnCCC and VENDOR management-personnel is required after 20 working hours if the issue has not been resolved. VENDOR will work on these issues during normal business hours.

Severity 3 – Within four hours for initial response, subject to ongoing Severity 1 and 2 priorities. Regular updates (at least at every 40 hour work interval) will be provided by VENDOR to MCAPS user. Escalation to designated MnCCC and client personnel is required after 60 working hours if the issue has not been resolved. VENDOR will work on these issues during normal business hours.

Severity 4 – Within eight hours for initial response, subject to ongoing Severity 1, 2 and 3 priorities. VENDOR will work on during normal business hours. These issues are expected to be resolved within a commercially reasonable time. No escalation of these types of issues is required unless the issue has not been resolved to MnCCC's satisfaction within three months. After three months escalation of the issue must be made to MnCCC, and the affected MCAPS user.

Hours of Service

VENDOR Support for MCAPS will be staffed and available from 8:00 A.M. to 5:00 P.M. central time, Monday through Friday, excluding federal government holidays, day after Thanksgiving, or other holidays as established.

Boundaries of Service

The focus of VENDOR's support is the MCAPS systems and while many other factors can affect the availability and performance of MCAPS, VENDOR will engage and assist in problem determination until an acceptable resolution is reached. Issues not covered by MCAPS support services may include:

- Internal county/agency IT responsible systems
- Another vendor/application support not related to MCAPS
- Microsoft core operating systems, except as related to Microsoft standard updates that MCAPS must operate under/or with.
- Billable services from VENDOR (for a project outside of MCAPS Support Agreement)

Examples of services not covered under the MCAPS Support Agreement:

- 3rd party software fees or support unless the 3rd party software is part of the MCAPS application.
- Server migrations and server setup.
- Operating System updates or troubleshooting (servers), except as related to standard updates that MCAPS must operate under / or with.

- Applying OS updates to application and/or web server updates.
- Networking issues internal to county or agency.
- PC issues or PC troubleshooting, except as related to standard updates that MCAPS must operate under / or with.
- MCAPS user's network remote connection issues.
- Issues controlled by State of Minnesota (other than modifications required to conform MCAPS to applicable Minnesota law compliance requirements).
- Issues caused or initiated by county/agency that impact MCAPS that require VENDOR assistance to resolve (i.e. user error - approving budget prematurely and needing to manually "fix" data).
- Support for non-MCAPS applications or other user systems.
- Future 3rd party fees (if any) for what is currently "freeware" embedded within MCAPS (i.e. need examples, etc.) These must be identified ASAP by VENDOR by a written report supplied to MnCCC within 90 days of contract signing.

Customer Responsibilities

- MCAPS users will support their own requests for support with timely communication during and after problem resolution.
- MCAPS users will provide a high speed remote access capability to VENDOR, as needed, to help resolve support issues. VENDOR agrees to follow the individual and user requirements for this connectivity.
- MCAPS users will beta test releases and sign off prior to general release, unless the beta testing requirement is expressly waived for a specific release by the County Attorney Executive Committee or committee authorized by the County Attorney User Group Executive Committee.
- Users need to supply as much detail of the issue to the VENDOR help desk as possible. Examples of information needed is:
  - Knowing if the issue is isolated, or happening multiple times and to different MCAPS users.
  - If the problem can readily be recreated, knowing the specific steps that caused the issue.
  - Knowing if any changes have occurred in the local system/network environment (new levels of operating system, or hardware, or web server, etc.).
  - If any local diagnostics were run, being able to share them with VENDOR.
  - Sharing screen shots of issue, or error code.

Reporting

- VENDOR will provide MnCCC approved reports to MnCCC concerning the following aspects of MCAPS Support. These reports shall be supplied at least monthly, or on a different schedule mutually agreed to by MnCCC, and VENDOR
    - Volume of Support Issues (new vs. resolved).
    - Resolution Type for Support Issues.
    - Volume of Issues by reporting agencies.
    - Trends in support.
    - Severity 1, 2, 3, 4 issues reported/resolved.
    - "Bugs" fixed/pending.
    - Enhancements completed/pending.
    - Modernization activities status and hours usage.

ATTACHMENT C
Sample Work Order

MCAPS Work Order
(PROJECT TITLE)
Work Order Number: (insert number)

Objective: (describe project objective)

Scope of Services: (describe project scope, including things that are and are not included)

Deliverables: (describe deliverables to be provided upon completion)

Description of Work to be Performed:

Software Version to be Enhanced: (starting point version)

Design Process: (describe the process by which the project will be designed, including the number of hours expected)

Design Process Completion Date:

Development Process: (describe the development process, including the number of hours expected)

Development Completion Date:

Testing Process: (describe the testing process)

Alpha Testing: (describe the alpha testing process, including the number of hours expected)

Alpha Testing Completion Date:

Beta Testing: (describe the beta testing process, including any hours expected)

Beta Testing Completion Date:

Documentation: (describe the documentation process, including the number of hours expected)

Reporting: (describe the schedule of status and other reports for this project)

Acceptance Criteria:

The completion date for this project is (insert project completion date). On or before that date the following acceptance criteria shall have been met:

1. (insert project specific criteria)
2. All beta testers have signed off that the objective has been met and any/all bugs and errors have been resolved.
3. Any herein described documentation received by MnCCC.
4. VENDOR accounting of hours and other costs received by MnCCC.

Costs and Payment Terms:

Costs:

(insert project costs)

Maximum costs for this Work Order are described herein and no additional costs shall be authorized without an amendment to this Work Order. Any additional design, development and/or testing hours required to meet the specified scope that are not herein described shall be at VENDOR's expense.

Payment Terms: VENDOR shall receive 25 percent of the payment of the anticipated costs upon approval of this Work Order. VENDOR shall receive payment of all remaining costs based on meeting defined project deliverablesup to the total amount described in this Work Order.

The parties agree to this Work Order. Changes to this Work Order can only be made by mutual consent, documented in writing and signed by the parties.

Date	Signature Executive Committee Chair
Date	Signature MnCCC
Date	Signature VENDOR

009577/921105/2546536_2

Request for Board Action

BOARD MEETING DATE:
December 19, 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:
Approve Annual Human Services Contracts

AGENDA YOU ARE REQUESTING TIME ON:	ARE YOU SEEKING APPROVAL OF A CONTRACT?
Regular board	Yes
IS THIS MANDATED?	EXPLANATION OF MANDATE:
Most are	County Board action needs to be taken to review and approve the Contracts

BACKGROUND/JUSTIFICATION:

Contracted Agent	Services Contracted	Date of contract	Changes from previous contract
Presbyterian Family Foundation	Court Related Services & Trans	1/1/18-12/31/18	No Change
Divine House	Semi-Independent Living Services	1/1/18-12/31/18	No Change

The contracts are located in the drop box for your review.

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

Budget Information

FUNDING: Annual Budget

Review/Recommendation

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

Request for Board Action

BOARD MEETING DATE:
December 19, 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: Request to approve the new MN/DOT Agreement to handle Federal Funds for the County	
AGENDA YOU ARE REQUESTING TIME ON: December 19, 2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: This contract has been approved in the past and is renewed when the current one expires	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	none

Budget Information

FUNDING:	County

Review/Recommendation

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

Board Action

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

RESOLUTION

MNDOT FEDERAL DCP AGREEMENT 1030076

Motion by Commissioner_____ Seconded by Commissioner_____

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

NOW THEREFORE BE IT RESOLVED, that the Swift County Board of Commissioners does under Minnesota Stat. Sec. 161.36 hereby authorize the Commissioner of Transportation be appointed as Agent of Swift County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects, and

BE IT further RESOLVED, that the County Board Chairman is authorized and the County Administrator are hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1030076", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

Dated at Benson, Minnesota this 19th day of December, 2017.

Swift County Board of Commissioners

_____

Eric Rudningen, Chairman

ATTEST:

_____

Kelsey Baker, County Administrator

Fox	__	Hendrickx	__	E. Pederson	__
P. Peterson	__	Rudningen	__		

Request for Board Action

BOARD MEETING DATE:
December 19, 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: Approval of the Swift County Recyclables Pickup Contract with Swift County Environmental Services.	
AGENDA YOU ARE REQUESTING TIME ON: 12-19-2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Three year contract renewal with Geyer Recycling and Demolition Landfill & S.C.E.S. for recyclables pickup in Swift County, which reflects a 2% increase annually.	
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

SWIFT COUNTY RECYCLABLES PICKUP CONTRACT

This agreement is made on this 7th day of December, 2017, by and between Swift County and Geyer Recycling and Demolition Landfill, hereinafter "Hauler".

WHEREAS, Swift County has negotiated for county wide recyclable pickup pursuant to law, and have agreed upon the bid of Hauler; and

WHEREAS, Both parties hereto wish to enter into a written agreement for the pickup of county wide recyclables.

THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Hauler shall provide weekly curbside recyclable pickup to each single and double family dwelling in the cities of Appleton, Benson, Clontarf, Danvers, DeGraff, Holloway, Kerkhoven and Murdock. For the convenience of county residents, Hauler shall use its best efforts to pick up recyclables on the same day as other refuse is picked up.

2. Hauler shall deliver all recyclables to Swift County Environmental Services Facility at Benson, Minnesota, and shall drop recyclables at areas designated by County personnel.

3. Hauler and its employees shall use their best efforts to assist Swift County residents with recycling questions in order to encourage compliance with mandatory recycling and to encourage cooperation necessary to successfully carry out the county recycling program.

4. Hauler may pick up recycling material from businesses and residents not covered by this contract using the county provided recycling trailer. All material shall be delivered to the Swift County Environmental Services Facility.

5. Hauler shall insure all equipment owned or used by Hauler in fulfillment of this contract. Said insurance shall be in an amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. Swift County shall be named as an additional insured on such insurance policy.

6. Hauler shall also carry all necessary workers compensation insurance on all its employees and make all necessary contributions of Social Security for its employees.

7. Hauler shall make available to Swift County, upon request, a certificate verifying all such insurance coverages.

8. Hauler agrees to indemnify Swift County and hold Swift County harmless from any and all damages, judgments or costs which Swift County may incur through performance of this contract by Hauler.

9. Hauler shall keep records for and monitor participation rates of households recycling, number of households being served, and complaints and corrective actions. Hauler shall report the requested information to Swift County upon request.

10. All recyclables placed for collection by Hauler are the property of Swift County.

11. All equipment used by Hauler in performance of this contract shall comply with the Swift County Solid Waste Ordinance and all applicable state laws and regulations.

12. For the services to be rendered by Hauler under this contract, Swift County shall pay the following amounts: **2018 - $71,757 / $5,980.00 per month; 2019 - $73,192 / $6,099.00 per month; 2020 - $74,656 / $6,221.00 per month.** Such payments shall be made on or after the third Tuesday of each month beginning on January 1, 2015.

13. Hauler and County shall start negotiations for extension or new contract by July 1, 2017. This contract shall terminate on December 31, 2017, unless terminated or extended prior to said date in accordance with the provisions below.

14. Either party may terminate this contract by giving 30 days written notice to the other party. Upon termination of this contract, all services rendered to date shall be paid in full; and all of the rights, duties, and obligation of the parties to each other shall end.

15. This contract may be extended on the same terms and conditions, except Hauler compensation, if both parties mutually agree. If either party wishes to extend this contract that party shall notify the other party in writing at least sixty (60) days before the termination date of this contract. Hauler compensation may be renegotiated by the parties at the time of any extension of this agreement. If both parties agree to such an extension, an extension agreement shall be signed by both parties before the termination date set forth above.

    Customer's cost of rates may be adjusted only after negotiation between the parties. Any rate adjustment agreed to after negotiations shall be made in writing and signed by the parties hereto.

16. This contract is not assignable by either party.

17. The parties agree that the relationship created by this contract is that of an independent contractor and not that of employee and employer. Hauler is responsible for the payment of any taxes, including without limitation all Federal, State and local personal and business income taxes, sales and use taxes, other business taxes and licenses fees arising out of the activities of Hauler.

18. All notices to be given under this contract shall be made in writing and delivered to the following addresses:

- Swift County: Swift County Environmental Services, P.O. Box 207, 1000 Industrial Drive, Benson, MN 56215

- Geyer Recycling: Dennis Geyer, 685 70th St. NE, Benson, MN 56215

19. The foregoing contract constitutes the full and complete agreement of the parties and this contract shall supersede all prior written or oral understandings.

IN WITNESS WHEREOF, The parties have made and executed this agreement on the date indicated above.

SWIFT COUNTY

By:_____
Eric Rudningen, Chair

HAULER

By:_____
Dennis H. Geyer

ATTEST:

_____
Kelsey Baker, County Administrator

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.

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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.

~~2.1.15. **"Subsequent Initial Noncompliance"** means a first incidence of noncompliance occurring on a parcel after an incidence of noncompliance has occurred on a different parcel.~~

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 waterbody or watercourse as defined in Section 3.1 on an individual parcel will be determined independently.

5.2 **Investigation and notification of noncompliance.** When ~~SWCD~~ County 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~~ SWCD 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~~ $~~2~~100 per parcel per month for the first six (6) months (180 days) following the time period in i ; and
iii. ~~Up to~~ $~~5~~400 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~~ $~~2~~100 per parcel per day for 180 days after issuance of the subsequent Corrective Action Notice; and

ii. ~~Up to~~ $~~5~~400 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~~ County 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.

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 waterbody or watercourse as defined in Section 3.1 on an individual parcel will be determined independently.

5.2 **Investigation and notification of noncompliance.** When County 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 SWCD 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.

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. $100 per parcel per month for the first six (6) months (180 days) following the time period in i ; and
iii. $200 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. $100 per parcel per day for 180 days after issuance of the subsequent Corrective Action Notice; and
ii. $200 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:

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. 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 County 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:
December 19, 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: Letter of support to Southwestern Minnesota Adult Mental Health Consortium Grant application	
AGENDA YOU ARE REQUESTING TIME ON: Regular board	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Board action needs to be taken to approve support for the SW MN Adult MH Consortium
BACKGROUND/JUSTIFICATION: Southwestern Minnesota Adult Mental Health Consortium is requesting a letter of support for a DHS Innovation Grant application. The grant will be used to develop services in our area to meet the "return to competency" requirements, which potentially can save county money for those under commitment.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING:	Provides funding for MH screenings for CW and JJ

Review/Recommendation

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

SWIFT COUNTY Human Services

Catie Lee,
Director

410 21st Street South
P.O. Box 208
Benson, MN 56215-0208
(320) 843-3160
Fax: (320) 843-4582

December 19, 2017

Attention: Amanda Calmbacher
Mental Health Division
Department of Human Services
444 Lafayette Road North
St. Paul, MN 55115

To Whom It May Concern:

I am writing this letter on behalf of Swift to show support to the Southwestern Minnesota Adult Mental Health Consortium in their Innovation Grant application.

This opportunity will afford our region to improve outpatient services and will add to the region's continuum of care.

Thank you for your consideration.

Sincerely,

Eric Rudningen

Board Chair

Request for Board Action

BOARD MEETING DATE:
December 19, 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: Child Welfare/Juvenile Justice Screening Grant	
AGENDA YOU ARE REQUESTING TIME ON: Regular board	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Board action needs to be taken to review and approve the Grant Contract
BACKGROUND/JUSTIFICATION: Swift County has been allocated $20,105 for CY 2018 by the Department of Human Services (DHS) for child welfare and juvenile justice mental health screening. DHS requires that the county board formally accept the grant and the conditions identified in the grant contract. On 11/30/2017 Swift County Human Services received notification from DHS that they will be requiring county board or joint powers acceptance of screening grant approval and signature prior to the disbursement of children's mental health screening CY2018 funds.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING:	Provides funding for MH screenings for CW and JJ

Review/Recommendation

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

DEPARTMENT OF HUMAN SERVICES

RECEIVED
DEC 08 2017
SWIFT CO. HUMAN SERVICES
BENSON, MN

December 5, 2017

County: **Swift**
County Director: Catie Lee
County (Name of Person in Charge) Program Coordinator:
DHS (Person in Charge) Program Coordinator: John Kowalczyk

On behalf of the Minnesota Department of Human Services, I am pleased to inform you that **Swift** County has been awarded funding for a Child Welfare/Juvenile Justice Screening Grant (Screening Grant) which is dispersed in the Children's Mental Health Screening Grant for the next calendar year (CY 2018).

The Screening Grant provides state-appropriated funds to support children's mental health screening, assessment, and mental health services to children in the child welfare and juvenile justice systems (prioritizing funds for uninsured and underinsured youth).

Children to be screened are described in Minnesota Statutes, § 245.4874, subd.i 1(12),; § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6. They include a child:

- receiving protective services,
- in out-of-home placement,
- for whom parental rights have been terminated,
- found delinquent,
- detained for an alleged delinquent act, and
- found to have committed a petty juvenile offense for the third or subsequent time.

The Department has allocated $20,105.00 (calendar year allocation (CY allocation)) to Swift County for Child Welfare/Juvenile Justice Screening for CY 2018. Reimbursement for Child Welfare/Juvenile Justice Screening expenditures cannot exceed the annual CY allocation. There is no carry over of unused funds from one calendar year to another. Marginal use of grant funds will result in future grant reductions or cancellations.

These funds will be allocated one year at a time. This Screening Grant is not considered accepted until John Kowalczyk, the representative from the State of Minnesota, receives the Acceptance of Screening Grant Letter from the Swift County Board.

1. TERM OF GRANT AWARD

This grant award is effective on January 1, 2018, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2018, or until all obligations set forth in

this grant award have been satisfactorily fulfilled, whichever occurs first. COUNTY understands that NO work should begin under this grant award until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE's Authorized Representative. The COUNTY shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: Liability; State Audits; and Jurisdiction and Venue.

2. Amount and Period of Funding

The $20,105.00 award is for calendar year 2018 (January 1, 2018 – December 31, 2018). The breakdown of the total is as follows: Child Welfare $19,770.00 and Juvenile Justice $335.00. Quarterly payments will be based on actual reimbursement determined by Budget Reporting and Accounting for Social Service (BRASS) system code expenditure data. Children's mental health screening expenditures are reported under the BRASS system. Time and expenses related to children's mental health screenings will be reported using the 111x Mental Health Screening BRASS code. Children's mental health assessments and services are reported under the BRASS code specific to those services. All Child Welfare/Juvenile Justice Screening Grant award funds must be expended by Dec. 31, 2018.

3. County Duties

ALLOWABLE USES. The allowable uses of grant funding are also unchanged for CY2018. The categories below show how the funding may be spent in 2018 and should be represented in the budget (see attached sample) that counties submit to DHS.

- Administration and conducting screenings (up to 25% of the grant award – *staff time, etc*);
- Data collection and reporting (up to 10% of the grant award – *time collecting and reporting data*);
- Clinical Services (unlimited – *Diagnostic Assessments, therapy, CTSS if not paid otherwise*);
- Clinical and/or ancillary mental health services (unlimited – *respite care, parent trainings, groups*);
- Clinical supervision (up to 10% of the grant award – *for interns, practicum students*);
- Training for child welfare and juvenile justice staff (up to 10% of the grant award – *e.g. Trauma focused care, anti-stigma training, best practices and similar trainings on mental health topics*).

4. Reporting Requirements

Fiscal reporting for this grant must follow the Social Services Expenditure and Reconciliation Report (SEAGR) and DHS Form 2895. Children's mental health screening expenditures are reported under the Budget Reporting and Accounting for Social Service (BRASS) system. Effective January 1, 2012, time and expenses related to children's mental health screenings will be reported using the 111x Mental Health Screening BRASS code. Children's mental health assessments and services are reported under the BRASS code specific to those services.

5. CONDITIONS OF PAYMENT

All services provided by COUNTY pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of John Kowalczyk, 651-431-2335, john.kowalczyk@state.mn.us as the authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The COUNTY shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

6. PAYMENT RECOUPMENT

The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform grant services.

7. Insufficient Funds

The STATE may immediately terminate this grant award if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the County. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the COUNTY notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

8. Breach

Upon STATE's knowledge of a curable material breach of the grant contract by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If COUNTY has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

9. LIABILITY

To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant by COUNTY or COUNTY's agents or employees. STATE's liability and that of its agents or employees, if any, for any and all claims or causes of action arising from the performance of this grant shall be governed by Minnesota Statutes, section 3.736. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE's failure to fulfill its obligations pursuant to this grant.

10. STATE AUDITS

Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

11. AMENDMENTS

Any amendments to this award letter shall be in writing, and shall be executed by the same parties who executed the original award letter, or their successors in office.

12. JURISDICTION AND VENUE

This award letter, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. WAIVER

If the STATE fails to enforce any provision of this award letter, that failure does not waive the provision or the STATE's right to enforce it.

14. AWARD LETTER COMPLETE

This award letter contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this award letter, whether written or oral may be used to bind either party.

15. Affirmative Action

COUNTY is encouraged to prepare and implement an Affirmative Action plan for the employment of qualified minority persons, women and persons with disabilities, and to submit the plan to the Commissioner of Human Rights, in accordance with Minnesota Statutes, section 363A.36.

16. Non-Discrimination

The COUNTY agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. COUNTY agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The COUNTY must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The COUNTY agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3550.

COUNTY agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act. Notification to employees and other affected parties. The COUNTY agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and COUNTY's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

17. WORKERS' COMPENSATION

The COUNTY certifies that it is in compliance with Minnesota Statutes, section 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

18. VOTER REGISTRATION CERTIFICATION

COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the GRANTEE.

19. OWNERSHIP OF EQUIPMENT

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

20. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

COUNTY certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving $750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the

Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

COUNTY certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. COUNTY'S certification is a material representation upon which the grant contract award was based. The COUNTY shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore COUNTY certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. COUNTY'S certification is a material representation upon which the grant contract award was based.

21. STATE AUTHORIZED REPRESENTATIVES

The STATE'S authorized representative for the purposes of administration of this grant award is **John Kowalczyk**, john.kowalczyk@state.mn.us or his successor. Such representative, acting on behalf of the STATE, shall have final authority for acceptance of COUNTY'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2. All notices required under this grant award shall be made to the Authorized Representative. If the STATE's Authorized Representative changes at any time during this grant contract, STATE will notify COUNTY in a reasonable amount of time.

State's Authorized Representative contact information:

John Kowalczyk, MS, LICSW, LCSW
P.O. Box 64985
St. Paul, MN 55164-0985
Phone: 651-431-2335
john.kowalczyk@state.mn.us

All reports, except fiscal, must be sent to the grant manager via e-mail or direct mail.

Please submit a budget to John Kowalczyk (john.kowalczyk@state.mn.us) for how your County will be spending grant funds by December 31, 2017,

For questions on financial matters or SEAGR reporting, contact: Craig Beske, Program Accountant, 651-431-3780, Craig.Beske@state.mn.us.

Sincerely,

Maisha Giles
Director, Community Supports Administration

Enclosures

cc: County Social Services Director
County Social Services Fiscal Supervisor

Screening Grant Budget

Cal. Year: _____ County: _____ Grant Award: _____

Administration and Operating Expenses (up to 25% of the grant award) (*staff time in administering screens, screening tools/supplies, clerical support of data entry, and computers and/or software*)	**TOTAL**	**Grant Funds**
Data Collection and Reporting (up to 10% of the grant award) (*time spent collecting and reporting data to DHS*)		
Clinical Services (Unlimited) (*Diagnostic Assessments, psychotherapy, CTSS and similar documented treatment related costs*)		
Ancillary or Supportive Services (Unlimited) *(respite care, skills and support groups, parent training, and other similar costs.)*		
Clinical Supervision (up to 10% of the grant award) (*clinical supervision for interns, practicum students, and those who are pursuing licensure*)		
Training for Child Welfare and Probation Officers (up to 10% of the grant award) (*trainings on screening, trauma focused care, anti-stigma, best practices and other similar trainings)*		
	Total:	

*Electronic copies of this form available upon request. Contact: john.kowalczyk@state.mn.us

ACCEPTANCE OF XXXXXXXX COUNTY AWARD

ACCEPTANCE OF Child Welfare/Juvenile Justice Screening Grant 2018 Grant award for *the January 1, 2018 through December 31, 2018 Child Welfare/Juvenile Justice Screening Grant award* available through Minnesota Statutes, § 245.4874, subd. 1(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6.

Name of County: _____

County Project Coordinator: _____

It is understood and agreed by the county board that any funds granted pursuant to this grant award extension for the Child Welfare/Juvenile Justice Screening grant award funded through Children's Mental Health Screening Grant, are to be expended for the purposes set forth in the county award letter dated December 5, 2017 as approved by the Minnesota Commissioner of the Department of Human Services and in accordance with applicable laws and rules. The application and grant award letter are both incorporated into this award by reference. Further it is understood that the budgets, expenditures, and program will be subject to periodic review by the Commissioner. If funds are not being used to implement the approved plan and according to the grant award letter, they may be subject to return or future payment deductions in accordance with Minnesota Statutes, section 256.01, subdivision 2. All payment information is included in the incorporated grant award letter. An amended grant award letter will be issued and must be signed in the event any changes are made to the terms of the grant award.

The receipt of grant funds by the county board assures acceptance by the board of the following responsibilities:

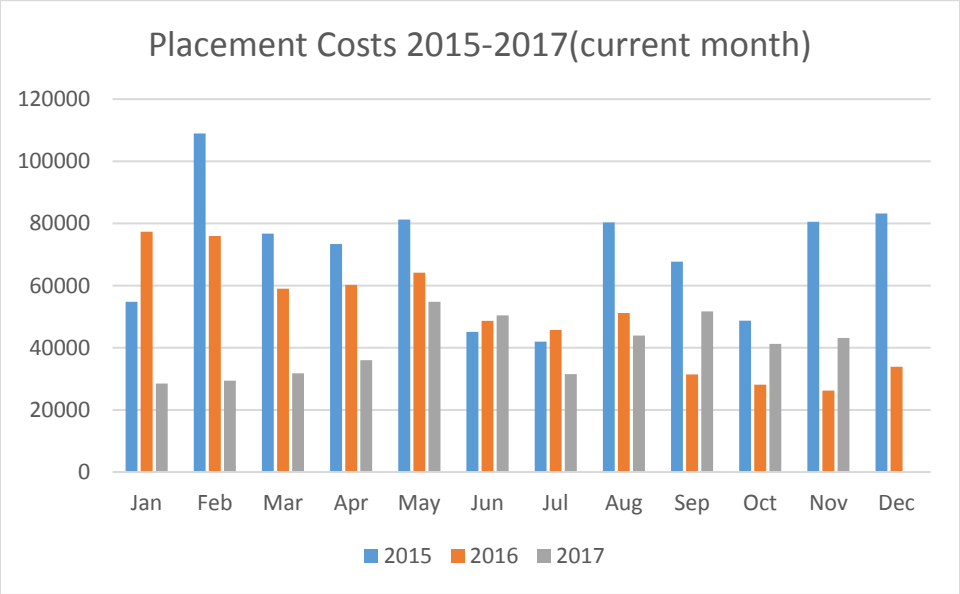
1. Utilization of written personnel policies in assigning and compensating project employees.
2. Compliance with Titles VI and VII of the United States Civil Rights Act of 1964, Americans with Disabilities Act, Minnesota Statutes, chapter 363 and the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13.
3. Compliance with Workers Compensation insurance coverage requirements of Minnesota Statues, section 176.181, subdivision 2.
4. Responsibility for any and all claims or causes of action arising from the performance of this grant to the extent provided for in Minnesota Statutes, section 466.01- 466.15.
5. Compliance with all applicable federal and state regulations, including, but not limited to, the Single Audit Act (OMB Circular A-133), Debarment and Suspension certifications (45 CFR 92.35) and Federal Cost Principles and Administrative Requirement (OMB Circulars A-87 and A-102.

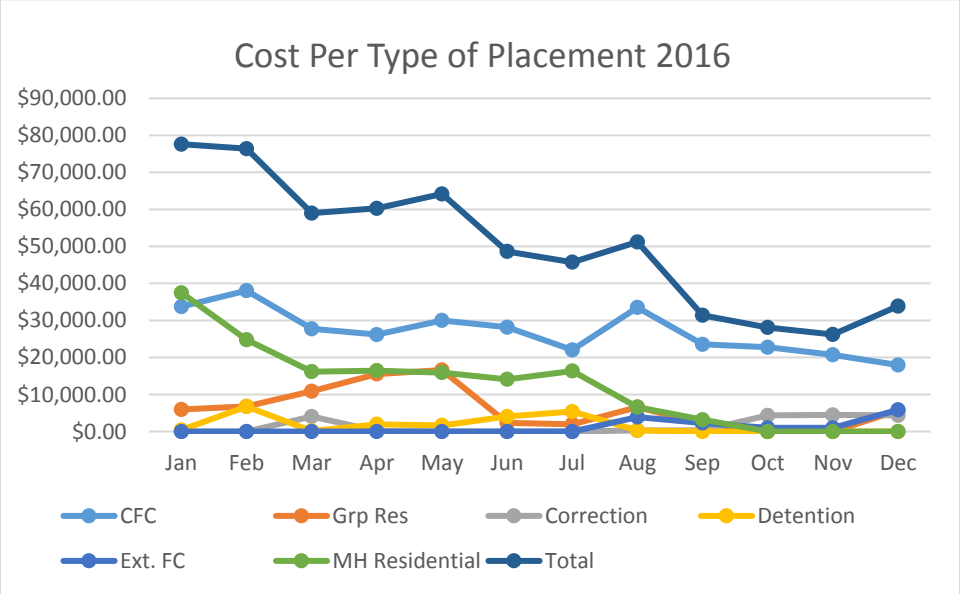
Signature: _____

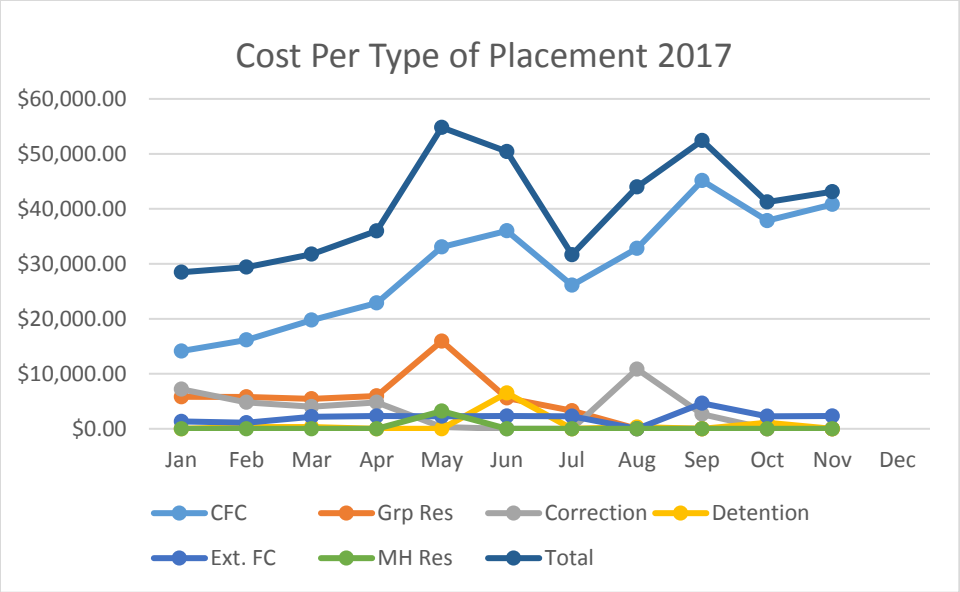
Chairperson: _____

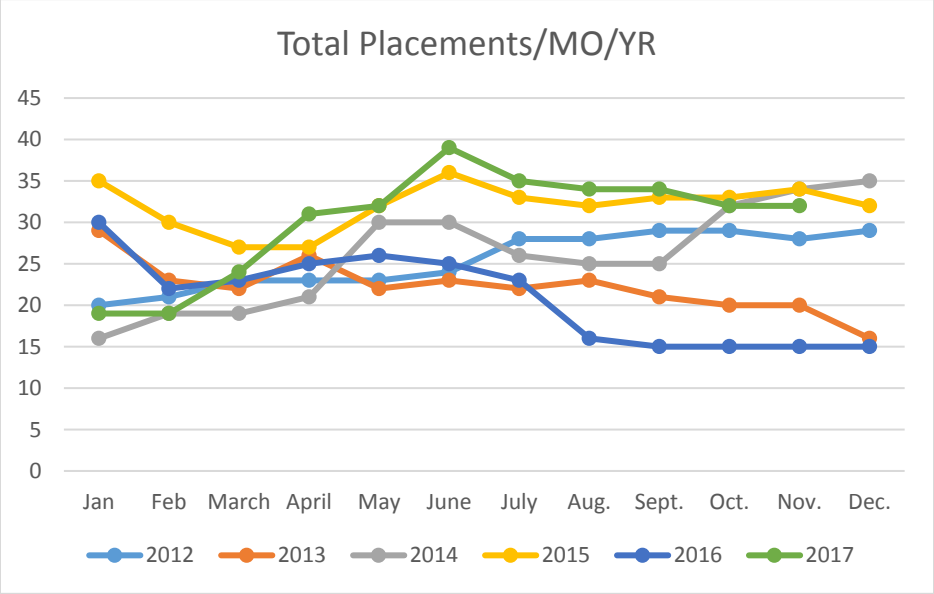
Date: _____

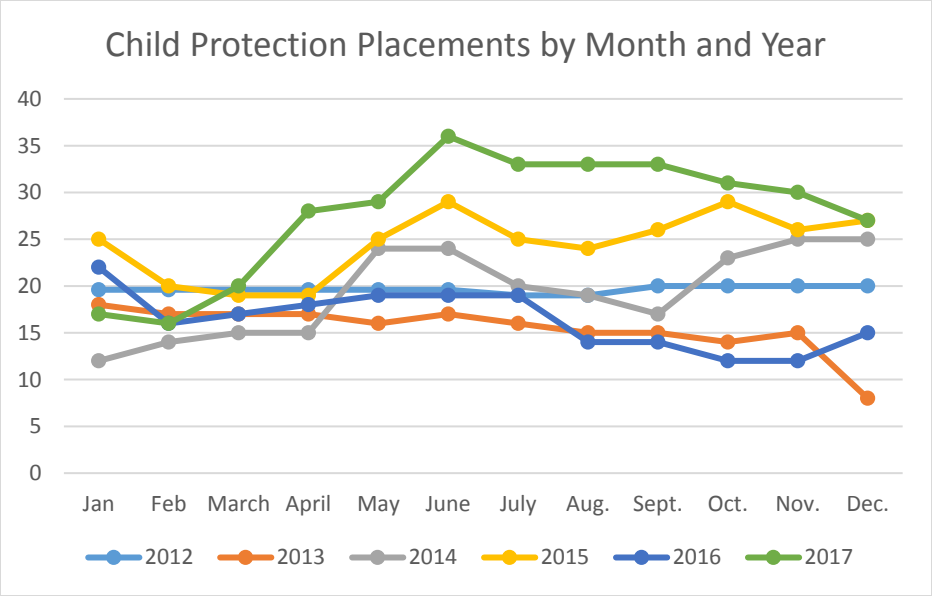
Out of Home Placement Data 1/2012-11/2017

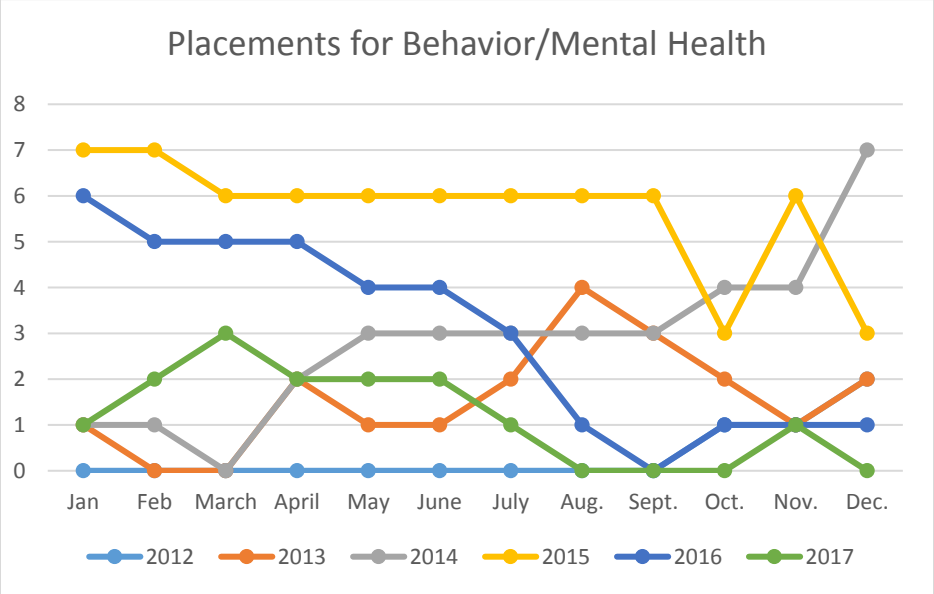


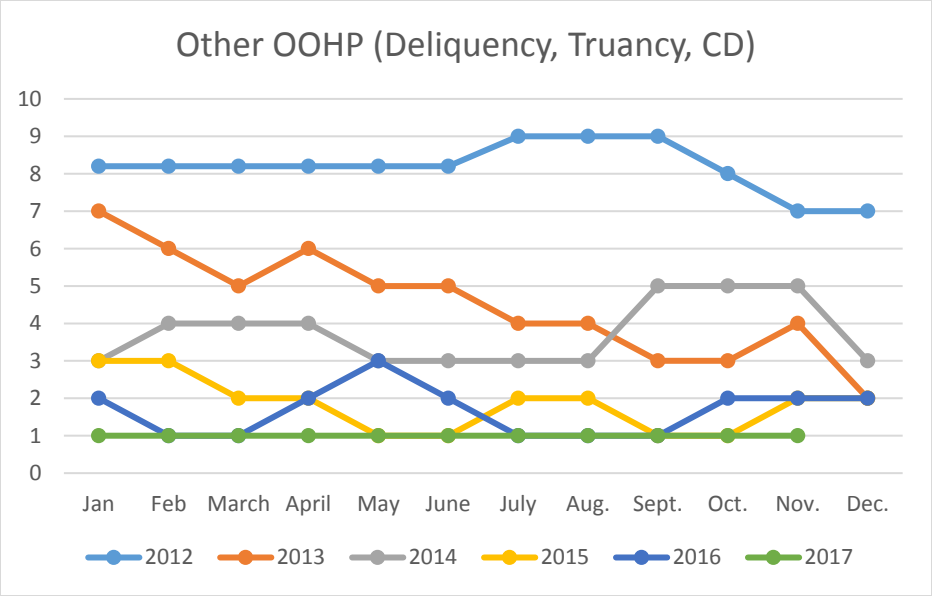



Cost Per Type of Placement 2017
$60,000.00
$50,000.00
$40,000.00
$30,000.00
$20,000.00
$10,000.00
$0.00
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
CFC
Grp Res
Correction
Detention
Ext. FC
MH Res
Total


Total Placements/MO/YR
45
40
35
30
25
20
15
10
5
0
Jan
Feb
March
April
May
June
July
Aug.
Sept.
Oct.
Nov.
Dec.
2012
2013
2014
2015
2016
2017


Child Protection Placements by Month and Year
40
35
30
25
20
15
10
5
0
Jan
Feb
March
April
May
June
July
Aug.
Sept.
Oct.
Nov.
Dec.
2012
2013
2014
2015
2016
2017

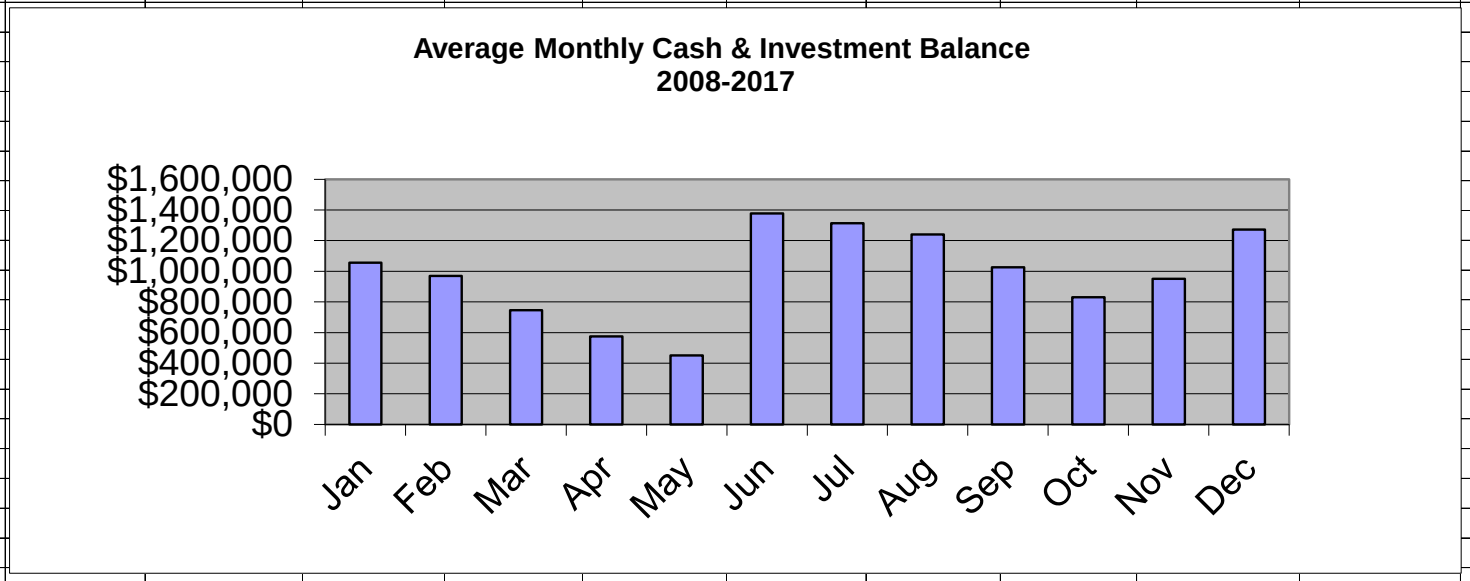

Placements for Behavior/Mental Health
8
7
6
5
4
3
2
1
0
Jan
Feb
March
April
May
June
July
Aug.
Sept.
Oct.
Nov.
Dec.
2012
2013
2014
2015
2016
2017


Other OOHP (Deliquency, Truancy, CD)
10
9
8
7
6
5
4
3
2
1
0
Jan
Feb
March
April
May
June
July
Aug.
Sept.
Oct.
Nov.
Dec.
2012
2013
2014
2015
2016
2017

		SUMMARY OF FINANCIAL					
		ACCOUNTS					
		MONTH ENDING NOVEMBER 31					
			2017				
HUMAN SERVICES							
Receipts							
Beginning Balance						$1,459,113.71	
Current Month Receipts						$289,688.33	
Tax Settlement						$1,134,615.48	
Investments						$200,000.00	
Interest on Investments						$1,253.89	
	Total Receipts					**$3,084,671.41**	
Disbursements							
Current Month Disbursements						$373,100.88	
Investments						$200,000.00	
	Total Disbursements					**$573,100.88**	
	Ending Fund Balance					**$2,511,570.53**	
ENDING FUND BALANCE SUMMARY:							
					2016		**2017**
	Checking Balance				$1,134,683.94		$1,111,570.53
	Investments				$922,000.00		$1,400,000.00
		Ending Cash Balance			**$2,056,683.94**		**$2,511,570.53**
INVESTMENT REPORT							
BANK		**TYPE OF ACCOUNT**			**MAT. DATE**	**INT. RATE**	**AMOUNT**
Marlin Business Bank		1 Yr CD			01/05/18	1.00%	$ 100,000.00
Bankers Bank		1 Yr CD			01/11/18	1.00%	$ 100,000.00
MAGIC Fund		1 Yr CD			01/18/18	1.11%	$ 50,000.00
Washington Federal		6 Month CD			02/12/18	1.30%	$ 100,000.00
Compass Bank		9 Month CD			04/16/18	1.35%	$ 200,000.00
Community Financial		9 Month CD			05/11/18	1.35%	$ 200,000.00
Bank of Baroda		1 Yr CD			07/13/18	1.45%	$ 150,000.00
1st National Omaha		1 Year CD			08/15/18	1.50%	$ 200,000.00
Bank of Bridger		1 Year CD			09/28/18	1.45%	$ 100,000.00
Whitney Gulfport		1 Yr CD			11/29/18	1.50%	$ 200,000.00
			TOTAL INVESTMENTS				**$ 1,400,000.00**

Swift County Human Services
Ending Monthly Cash & Investment Balances
2008 - 2017

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	Average
Jan	$ 1,061,936	$ 1,039,335	$ 1,116,112	$ 1,027,808	$ 977,091	$ 909,780	$ 846,281	$ 983,278	$ 933,563	$ 1,668,733	**$1,056,392**
Feb	$ 980,137	$ 951,620	$ 1,069,918	$ 1,004,522	$ 829,326	$ 788,543	$ 739,793	$ 882,373	$ 886,577	$ 1,562,756	**$969,557**
Mar	$ 783,046	$ 772,024	$ 810,381	$ 848,432	$ 551,477	$ 576,608	$ 601,437	$ 593,206	$ 636,635	$ 1,278,985	**$745,223**
Apr	$ 703,949	$ 658,915	$ 732,868	$ 820,387	$ 328,272	$ 451,920	$ 446,379	$ 168,803	$ 352,306	$ 1,085,797	**$574,960**
May	$ 609,380	$ 474,455	$ 576,849	$ 669,878	$ 329,407	$ 300,099	$ 269,118	$ 187,841	$ 289,965	$ 804,645	**$451,164**
Jun	$ 1,272,945	$ 1,247,245	$ 1,244,642	$ 1,460,435	$ 1,218,863	$ 1,145,907	$ 1,361,018	$ 1,187,485	$ 1,476,200	$ 2,165,333	**$1,378,007**
Jul	$ 1,225,126	$ 1,188,516	$ 1,349,636	$ 1,142,375	$ 1,113,725	$ 1,094,712	$ 1,165,952	$ 1,217,022	$ 1,483,669	$ 2,160,790	**$1,314,152**
Aug	$ 1,033,020	$ 1,179,585	$ 1,237,374	$ 1,228,978	$ 894,462	$ 982,736	$ 1,199,826	$ 1,126,524	$ 1,532,984	$ 1,995,009	**$1,241,050**
Sep	$ 965,612	$ 948,233	$ 1,085,187	$ 1,079,263	$ 804,086	$ 714,174	$ 921,407	$ 877,167	$ 1,220,833	$ 1,650,293	**$1,026,626**
Oct	$ 843,175	$ 832,082	$ 878,408	$ 773,615	$ 538,645	$ 627,339	$ 667,331	$ 646,265	$ 1,028,981	$ 1,459,114	**$829,496**
Nov	$ 754,668	$ 770,517	$ 826,623	$ 741,489	$ 483,013	$ 377,803	$ 477,198	$ 513,740	$ 2,056,684	$ 2,511,571	**$951,331**
Dec	$ 1,248,758	$ 1,279,288	$ 1,279,178	$ 1,242,733	$ 1,094,736	$ 1,057,825	$ 1,180,113	$ 1,187,268	$ 1,888,413		**$1,273,146**
Average	**$ 956,813**	**$ 945,151**	**$ 1,017,265**	**$ 1,003,326**	**$ 763,592**	**$ 752,287**	**$ 822,988**	**$ 797,581**	**$ 1,148,901**	**$ 1,667,548**	



Request for Board Action

BOARD MEETING DATE:
December 19, 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 final 2018 Budgets and Levies for the County, HRA, and RDA and consider the following actions:

1. Consider approving a resolution on the 2018 Budget and Levy for the County
2. Consider approving a resolution on the 2018 Budget and Levy for the HRA
3. Consider approving a resolution on the 2018 Budget and Levy for the RDA

AGENDA YOU ARE REQUESTING TIME ON:	ARE YOU SEEKING APPROVAL OF A CONTRACT?
Other Business	No
IS THIS MANDATED?	EXPLANATION OF MANDATE:
Yes	The County Board is required to approve final levies and budgets prior to December 30.

BACKGROUND/JUSTIFICATION:
The attached budget is substantially similar to the preliminary budget approved by the board in September other than the items discussed at the December 6th Board meeting. This breakdown is attached. The net effect of all these changes is an increase in expenses of $63,822. No changes were made to the levy.

The overall final net levy increase between 2017 and 2018 is 2.0%. The proposed 2018 budget contains revenues of $21,030,850 and expenditures of $21,163,639. Of the $21,030,850 in revenue, $10,398,870 is proposed net property taxes and $540,981 is expected in County Program Aids (CPA) for a total 2018 levy of $10,939,851. The remaining revenues are from user fees, federal & state reimbursements, and the solid waste assessment. The 2018 levy is proposed to be distributed as follows:

Revenue	$	5,735,834
Road and Bridge	$	2,052,248
Human Services	$	3,020,125
Library	$	131,644
Solid Waste	$	0
Total Final Gross Levy	$	10,939,851

The RDA levy is proposed to be $97,000 in 2018 while the HRA is proposed to be $90,000.

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None

Budget Information

FUNDING: These actions set the 2018 final budget and levies for the County, 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
ADOPTING FINAL SWIFT COUNTY
2018 BUDGET & LEVY

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, pursuant to statute and rule of the Minnesota Department of Revenue, the County's 2018 Final Budget and Levy must be adopted by December 29, 2017; and

WHEREAS, the Swift County Board of Commissioner held its Truth-In-Taxation Public Hearing on December 6, 2017 at 6:00 pm in the City of Benson, MN - Council Chambers.

NOW, THEREFORE BE IT RESOLVED that the Swift County Board of Commissioners hereby adopts its 2018 final budget, dated December 19, 2017 and attached hereto as Appendix A revenues of $21,030,850 and expenditures of $21,163,639.

BE IT FURTHER RESOLVED that the 2018 levy be set as follows:

Revenue	$	5,735,834
Road and Bridge	$	2,052,248
Human Services	$	3,020,125
Library	$	131,644
Solid Waste	$	0
Total Final Gross Levy	$	10,939,851

BE IT FURTHER RESOLVED that the final levy payable in 2018 be set as follows:

Gross Levy	$	10,939,851
CPA	$	540,981
Operating Levy	$	10,398,870

Adopted on a _____ vote by the Swift County Board of County Commissioners the 19th day of December 2017.

Swift County Board of Commissioners

_____
Eric Rudningen, Chairman

ATTEST:

_____
Kelsey Baker, County Administrator

Fox __ Hendrickx __ E. Pederson __
P. Peterson __ Rudningen __

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 of 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 19th day of December 2017.

Swift County Board of Commissioners

_____
Eric Rudningen, Chairman

ATTEST:

_____
Kelsey Baker, County Administrator

Fox	__	Hendrickx	__	E. Pederson	__
P. Peterson	__	Rudningen	__		

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 19th day of December 2017.

Swift County Board of Commissioners

_____
Eric Rudningen, Chairman

ATTEST:

_____
Kelsey Baker, County Administrator

Fox	__	Hendrickx	__	E. Pederson	__
P. Peterson	__	Rudningen	__		

Request for Board Action

BOARD MEETING DATE:
December 19, 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: Consider setting 2018 Commissioner salaries and schedule of per diem	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The Board is required to annually set Commissioner salaries and schedule of per diems prior to December 31st of each year. For 2017 the Commissioner salaries and per diems were set as follows: $19,905 Commissioner $20,405 Chair (Commissioner salary plus $500.00) $70.00 per meeting (maximum 1 per diem per day) The approved wage increase for the contract that is settled is effectively 2.0% for 2018. A 2.0% increase in Commissioner salaries would be as follows: $20,303 Commissioner $20,803 Chair (Commissioner salary plus $500.00)	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None

Budget Information

FUNDING:	This increase is planned in the 2018 budget

Review/Recommendation

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

RESOLUTION
SETTING SWIFT COUNTY BOARD OF COMMISSIONERS SALARIES FOR 2018

Motion by Commissioner _____ Seconded by Commissioner _____

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

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Swift County, set the Commission salaries and schedule of per diem for 2018 is as follows:

Chair	$ _____
Other Commissioners	$ _____
Per diem	$ 70.00 per meeting (maximum 1 per diem per day)

Adopted on a _____vote by the Swift County Board of County Commissioners the 19th day of December 2017.

Swift County Board of Commissioners

_____
Eric Rudningen, Chairman

ATTEST:

_____
Kelsey Baker, County Administrator

Fox	__	Hendrickx	__	E. Pederson	__
P. Peterson	__	Rudningen	__		

2018 BOARD REPRESENTATION

COMMITTEE/GROUP	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
BOARD COMMITTEES:				
Policy Committee	Peterson	As needed	10:30 a.m.	Board Room
	Rudningen			
Technology Committee	Rudningen	4th Friday	9:00 a.m.	Board Room
Personnel Committee	Hendrickx	Mon after 1st Tue	10:00 a.m.	Board Room
	Rudningen			
Solid Waste Committee	Peterson	As needed	9:00 a.m.	Enivron Ser.
	Fox			
Building Committee	Peterson	As needed	9:00 a.m.	Board Room
	Rudningen			
Health Insurace Committee	Hendrickx	As needed		
	Rudningen			
Well-being Committee	Fox	As needed		
	Rudningen			
ADVISORY COMMITTEES:				
Appleton Park Board	Hendrickx			
Revolving Loan Fund	Entire Board			
Extension Committee	Pederson	4th Wednesday	Quarterly	
	Rudningen		Jan, April, July, Oct	
RDA/GROW Boards	Pederson	3rd Thursday		
	Peterson/Alternate			
Swift County Law Library	Peterson			
Planning Commission	Rudningen			
Prairie V CAC Board	Peterson	4th Monday	10:00 a.m.	Montevideo
Prairie Lakes Detention Bd	Rudningen	3rd Wednesday	9:00 a.m.	
	Peterson/Alternate			
SCEMO	Peterson	bi-monthly		
	Rudningen			
Swift County DAC Board	Pederson	3rd Wednesday	12:00 Noon	

2018 BOARD REPRESENTATION

COMMITTEE/GROUP	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
Upper Mn Val Reg Dev Com	Hendrickx	4th Tuesdays	Evenings	
Water Planning Committee	Pederson			
Jobs Training/Private Ind.Co	Fox		Quarterly	
Pioneerland Library System	Rudningen	3rd Thursday	Quarterly	
Safety	Pederson			
Historical Society	Pederson	4th Thursday		
Countryside Public Health	Peterson	2nd Wednesday	Monthly	Montevideo
West Minn Revolving Loan	Fox			
Swift Falls Park Board	Rudningen			
SW Mental Health Bd	Fox			
RIDES Advisory Council	Peterson			
Region 6W FEMA Board	Peterson		Annually	
Chippewa River Watershed	Fox	3rd Friday	Monthly	
Pomme de Terre Watershed	Fox	2nd Friday		
Hospital Government Group	Pederson	As needed - 2 or 3 times a year		
	Peterson			
Glacial Trail Scenic Biway	Rudningen	4th Monday		
Woodland Centers	Hendrickx	2nd Thursday		
	Fox			
HRA Board	Peterson			
Joint Engineer Committee	Peterson	As needed		
	Rudningen			
SWCD	Pederson	2nd Thursday	8AM	Benson
Restorative Justice	Fox	2nd Tuesday		
Sheriff's Task Force	Pederson			
	Peterson			
Swift County Benson Hospital	Fox			

2018 BOARD REPRESENTATION

COMMITTEE/GROUP	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
C 6 Drug Task Force	Rudningen			
Prariie Waters Tourism	Hendrickx			
RDA Loan Committee	Pederson			
6W Corrections	Hendrickx	1st Thursday		
	Peterson			
Radio Board	Rudningen			
	Peterson/Alternate			
Nurse Family Partnership	Peterson	Quarterly 2nd Monday		
		1,4,7,10		
Southern Prairie Community Care	Hendrickx	4th Friday		
	Fox Alternate			
MN Public Sector Collabortive	Rudningen	Quarterly		

Swift County Board Appointments

Board/Committee/Commission	Appointment	Board District	Start Year	Current Term Ends
SCBH Board of Directors	Kory Johnson	2	2012	12/31/2018
	Patty Schreck	3	2009	12/31/2018
	Joe Fox	4	2010	12/31/2019
	Richard Horecka, MD	3	2013	12/31/2019
	Brian Samuelson	2	2008	12/31/2017
	Tom Anderson		2016	12/31/2018
	Jill Hedman		2014?	12/31/2019
	Pat Langan		2016	12/31/2017
	Terri Collins		2016	12/31/2017
	Adult Members			
Swift County Extension Committee	Kevin Voorhees	4	2009	12/31/2018
	Matt Mattheisen	3	2013	12/31/2018
	Earl Molden	1	2017	12/31/2019
	Polly Johnson	2	2014	12/31/2019
	Jess & Tammy Berge	5	2015	12/31/2020
	Open	4		
	Youth Members			
	Regan Carlson	5	2017	12/31/2018
	Open			
	* Karla Schmidt	1	2010	12/31/2021
Swift County HRA	Julie Commerford		2012	12/31/2022
* Denotes Section 8 member	Jessy Engelke		2018	12/31/2023
	Pete Peterson	3	2006	1/31/2017
	Deb Kneisl	4	2018	12/31/2023
	Sue Hauer	5	2013	12/31/2018
	Lindsey Bruer	1	2013	12/31/2018
	Jon Panzer	1	2014	12/31/2019
Swift County RDA	Open		Open	12/31/2019
	Terri Barrett	5	2017	12/31/2019
	Amanda Ness	4	2012	12/31/2017
	Eric Carlson	3	2017	12/31/2020
	Stephanie Heinzig	2	2017	12/31/2020
	Richard Molenaar	5	2016	12/31/2018
	Brady Olson	2	2016	12/31/2018
	* John Gorres	4	2002	12/31/2015
Swift County Planning Commission	* Paul Ahrndt	4	2009	12/31/2015
* Denotes BOA members	* Bruce Felt	5	2001	12/31/2016
	* Tom Walsh	4	2002	12/31/2016
	* Joe Carruth	4	2015	12/31/2018
	Eric Rudningen	5	2015	12/31/2018
	Roger Schmidt	4	2015	12/31/2018

JOINT COUNTY DITCH BOARDS				
JOINT COUNTY DITCH BOARD	**REPRESENTATIVE**	**DAY OF MEETING**	**MEETING TIME**	**PLACE**
JT CO DITCH NO. 2 (S & S)	Hendrickx			
	Fox			
JT CO DITCH NO. 3 (C & S)	Pederson			
	Fox			
JT CO DITCH NO. 4 (S & P)	Peterson			
	Hendrickx			
	Rudningen			
JT CO DITCH NO. 6 (C & S)	Peterson			
	Fox			
JT CO DITCH NO. 8 (C & S)	Fox			
	Rudningen			
JT CO DITCH NO. 9 (C & S)	Fox			
	Pederson			
JT CO DITCH NO. 9 (S, S, & P)	Rudningen			
	Fox			
JT CO DITCH NO. 18 (S,K, & C)	Fox			
	Pederson			
	Hendrickx			
LAT B OF JT CO DITCH NO. 18 (S & C)	Fox			
	Pederson			
	Hendrickx			
LAT C OF JT CO DITCH NO. 18 (S,K,&C)	Fox			
	Pederson			
	Hendrickx			
JT CO DITCH NO. 19 (S & K)	Hendrickx			
	Peterson			
	Rudningen			
	Fox			
JT CO DITCH NO. 21 (S, K, & C)	Hendrickx			
	Peterson			
	Rudningen			

Request for Board Action

BOARD MEETING DATE:
December 19, 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: Discussion on SCBH board appointment	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? Click here to enter text.
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Brian Samuelson –term ends 12/31/2017 Pat Langan – term ends 12/31/2017 Dr. Horecka – term ends 12/31/2019 Joe Fox – term ends 12/31/19 Kory Johnson – term ends 12/31/18	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

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.

SWIFT COUNTY - BENSON HEALTH SERVICES

Swift County - Benson Health Services
1815 Wisconsin Avenue
Benson, MN 56215

December 13, 2017

Kelsey Baker, Swift County Administrator
Swift County Courthouse
PO Box 207
Benson, MN 56215

Dear Ms. Baker,

The Swift County- Benson Health Services Board of Directors, would like to submit community members Pat Langan and Brian Samuelson for reappointment to the SCBHS Board of Directors. If reappointed Mr. Langan and Mr. Samuelson would continue to serve as County appointees through 2020.

The SCBHS Board of Directors are very dedicated to their positions and responsibilities. They attend Board Education conferences up to three times a year and participate in Committees within the Health care operations of SCBHS. All of these commitments are on their own time.

It is imperative that SCBHS continues with a Board of Directors that is dedicated to delivering the best quality of care in the most cost effective way, while having an eye on future changes in our community and the healthcare industry. We feel Mr. Langan and Mr. Samuelson are well-qualified appointees that will continue to bring great value to the Board. Thank you for your consideration of our recommendation.

Kind regards,

Kurt Waldbillig, SCBHS CEO

Jan 2, 2018 – 9:00 AM

- Organizational Meeting
  - Board Appointments
    - Commissioners
    - Advisory
  - Appointment to Ditch Boards
  - Set 2018 Elected Officials Salary
  - Appointment of Coroner
  - Set 2018 Bounties
  - Set 2018 mileage reimbursement rate
  - Designate newspaper for publications

Jan 16, 2018 – 9:00 AM

- 4th Quarter 2016 Treasurer Report
- 4th Quarter 2016 Executive Departmental Budget Report

Feb 6, 2018 – 9:00 AM

Feb 20, 2018 – 9:00 AM

Mar 6, 2018 – 9:00 AM

- Discuss Wheelage Tax

Mar 20, 2018 – 9:00 AM

- Consider taking action for 2019 Wheelage Tax
- Set Road Tour

Apr 3, 2018 – 9:00 AM

Apr 17, 2018 – 9:00 AM

- 1st Quarter 2018 Treasurer Report
- 1st Quarter 2018 Executive Departmental Budget Report

May 1, 2018 – 9:00 AM

- 2018 Initial Budget Workshop

May 15, 2018 – 9:00 AM

June 5, 2018 – 9:00 AM

June 19, 2018 – 5:00 PM with Swift County Board of Assessment and Equalization running until at least 7:00 PM

July 3, 2018 – 9:00 AM

- HRA 2018 preliminary budget and Levy Request
- RDA 2018 preliminary budget and Levy Request

DRAFT

July 17, 2018 – 9:00 AM

- 2nd Quarter 2018 Treasurer Report
- 2nd Quarter 2018 Executive Departmental Budget Report

Aug 7, 2018 – 9:00 AM

- Review 2018 Department Budget Requests

Aug 21, 2018 – 9:00 AM

Sept 4, 2018 – 9:00 AM

- Last Regular meeting to set 2018 HRA and RDA Levies and Preliminary Budgets

Sept 18, 2018 – 9:00 AM

- Review Ditch Assessments
- Last Regular meeting to set 2019 County Levy and Preliminary Budget
- Set TNT Meeting Date

Oct 2, 2018 – 9:00 AM

- Approve Ditch Assessments

Oct 16, 2018 – 9:00 AM

- 3rd Quarter 2018 Treasurer Report
- 3rd Quarter 2018 Executive Departmental Budget Report

Nov 6, 2018 – 9:00 AM

Nov 20, 2018 – 9:00 AM

Dec 5, 2018 – Starts at 5:00 PM with TNT Hearing no earlier than 6:00 PM

- TNT Hearing

Dec 18, 2018 – 9:00 AM

- Set 2019 County Commissioners compensation
- Last Regular meeting to set 2019 County Final Levy and Final Budget
- Last Regular meeting to set 2019 HRA and RDA Final Levies and Final Budgets

Dec 28, 2018 – 9:00 AM

- 2018 Reallocation Requests
- 2018 Final Disbursements
- Administrator's Review

DRAFT