

Notice & Agenda

Swift County Board of Commissioners

Tuesday, February 7, 2017

9:00 AM

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

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:03 a.m.		Consent Agenda
	1-3	(1) Minutes from the January 17, 2017 Regular Meeting
	4	(2) Minutes from the January 27, 2017 Special Meeting
	5-14	(3) Consider approving the January 1, 2017 – December 31, 2017 service contract for the Minnesota Family Investment Program/Diversions Work Program
	15-21	(4) Consider approving Cell-Smart Phone Policy
	22-23	(5) Consider approving the appointment of Eric Carlson to the RDA Board
	24	(6) Consider approving the appointment of Cindy Hendrickx to the Extension Committee
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants
9:05 a.m.		Liz Auch, Countryside Public Health Update
9:30 a.m.		Citizens Comments
9:35 a.m.		Andy Sander, Highway Engineer
	25-26	Consider approving the purchase of a tandem dump truck with plow equipment
	27-28	Consider approving a Joint Powers Agreement to install intersection lighting
	29	Consider approving the advertisement of the CR #6 paving project
10:00 a.m.		Mike Johnson, Parks, Drainage, and Wetlands Supervisor
	30-49	Continuation of public hearing to consider redetermination and to increase pipes as per hydraulic study on CD #52 and impacts on Lateral A-JD #18 Consider approving the request to seek bids if repairs are approved
		Other Business
	50-53	Consider approving an employment contract between Kelsey Baker and Swift County
	None	Discussion on farmland rental
11:05 a.m.		Commissioner and Board reports
11:25 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

January 17, 2017

Chairman Rudningen called the meeting to order at 11:02 AM with all present. Also in attendance were County Attorney Danielle Olson, Amanda Ness, and several others.

Chairman Rudningen requested adding consideration for an HRA special property assessment to the Consent Agenda, moving the public hearing from 11:00 AM to 1:00 PM as advertised, and adding an administrator position discussion to Other Business.

Chairman Rudningen asked if there were any additional changes to the agenda.

Commissioner Hendrickx requested moving the Citizen Comments to 11:25 AM.

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

01-17-17-02 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve the Consent Agenda which consisted of: (1) Minutes from the December 30, 2016 Regular Meeting, (2) Minutes from the December 30, 2016 Executive Session, (3) Minutes from the January 3, 2017 Regular Meeting, (4) Approval of 2017-2019 Agreement between AFSCME Local 2538 Courthouse Unit and Swift County, (5) Approval 2017-2019 wages and benefits for confidential employees, and (6) Approval of consent for the Swift County HRA to apply a special assessment to the property at 49 East Sorenson, Appleton. Motion carried unanimously.

01-17-17-03 Commissioner Fox moved and Commissioner P. Peterson seconded to approve the Commissioner warrants as follows: Revenue: \$321,415.15; Solid Waste: \$41,094.97; Road and Bridge: \$96,204.70; Debt Service: \$2,110.65; County Ditches: \$998.99; Upper Minnesota Watershed: \$528.71; Region 6 West Agency: \$767.07; Current/School District Agency: \$49,689.80; Townships & Cities Agency: \$76,218.97; Rural Development Agency Fund: \$967.11; and State Fund Agency: \$10.50 which includes the following bills over \$2,000: 2853 School District Treasurer, \$12,584.12; 775 School District Treasurer, \$13,018.69; 777 School District Treasurer, \$22,906.76; Association of Minnesota Counties, \$7,589.00; CliftonLarsonAllen LLP, \$14,800.00; Comm of MMB, Treas Div, \$2,880.50; Computer Professionals Unlimited Inc., \$5,655.32; Countryside Public Health, \$50,976.25; Emergency Communications Network, LLC, \$9,858.80; Federated Telephone Coop, \$2,110.65; Fransen HR Consulting, \$10,352.00; Geyer Recycling, \$5,862.50; Grossman & Trump, Inc., \$2,240.00; Kandiyohi County Sheriff's Department, \$2,315.00; Kris Engineering, \$8,075.70; Law Enforcement Technology Group LLC, \$33,313.09; MN Counties Computer Cooperative, \$6,913.66; MN Counties Intergovernmental Trust, \$171,111.24; MN County Attorney's Association, \$2,248.00; NetMotion Wireless Inc., \$3,000.00; Nolan Baker Ford Sales, \$4,611.32; Pflipsen Trucking LLC, \$9,779.12; The Schneider Corporation, \$9,440.63; Swift County Parks and Drainage, \$12,118.00; Dru & Julie Tosel, \$3,032.00; Treasurer, City of Appleton, \$15,783.25; Treasurer, City of Benson, \$32,752.01; Treasurer, City of Kerkhoven, \$4,221.11; Treasurer, City of Murdock, \$2,267.19; Treasurer, Hayes Township, \$2,164.48; Treasurer, West Bank Township, \$2,670.99; Upper MN Valley RDC, \$14,351.07, \$3,983.00; Waste Management of Northern Minnesota, \$8,203.79; and Wold Architects & Engineers, \$10,183.28. Motion carried unanimously.

Jonathan Loose, Wold Architects and Engineers, updated the board on the recommendation for changes to the plans by an Enhancing the Organization sub-committee.

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

01-17-17-04 Commissioner Hendrickx moved and Commissioner Fox seconded to recommend moving forward with the plans as presented for the courthouse and Countryside Public Health building and amended the motion to include improving the preparation of specifications and bid documents. Motion carried 4-1 with Commissioner E. Pederson opposing.

The board recessed at 12:19 PM and reconvened at 12:24 PM.

Swift County Benson Hospital CFO Dan Enderson updated the board on the hospital project.

Housing and Redevelopment Authority Director Vicki Syverson requested approval of a resolution approving State of Minnesota Joint Powers Agreement with the County of Swift on behalf of its County Attorney and Sheriff to allow criminal background checks to be done on tenants in HRA housing.

01-17-17-05 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the resolution. Motion carried unanimously.

County Auditor Kim Saterbak requested the board's guidance for addressing the snow removal issue at specific county buildings. After a discussion, the board directed staff to follow up with suggestions offered at the meeting.

01-17-17-06 Commissioner Hendrickx moved and Commissioner Fox seconded to approve 2017-2019 wages and benefits for the non-Union group. Motion carried unanimously.

01-17-17-07 Commissioner Fox moved and Commissioner E. Pederson seconded to approve a 1.5% cost of living increase for the County Engineer effective January 1, 2017. Motion carried unanimously.

01-17-17-08 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to approve granting additional compensation of 5% for those who are assuming the increased responsibilities in the absence of a County Administrator from January 6, 2017 until 60 days past the start date of the new hire. Motion carried 4-1 with Commissioner E. Pederson opposing.

01-17-17-09 Commissioner P. Peterson moved and Commissioner Fox seconded to open the public hearing to consider redetermination and to increase pipes as per hydraulic study to CD #52. Motion carried unanimously.

Rinke Noonan Attorney John Kolb explained the purpose of the hearing.

County Parks, Wetland, and Drainage Supervisor Mike Johnson presented the notice of requirements met prior to the hearing.

Bolton and Menk Engineer Brent Johnson presented his report and recommendation.

Chairman Rudningen opened the floor for public comment.

Comments were heard from Jim Hilleren of Benson, Burl Tjaden of Montevideo, Brad Rode of Benson, Paul Ahrndt of Benson, Ray Thule of Lucan, Jerry Swenson of DeGraff, Ron Evenson of Benson, Stan Claussen of Montevideo, and Larry Payne of Benson.

01-17-17-10 Commissioner Hendrickx moved and Commissioner Fox seconded to recess the public hearing until 10:00 AM on February 7, 2017 and directed the engineer to analyze two culverts on CD #52 into Lateral A on ditch #18. Motion carried unanimously.

The board had a short discussion regarding board reports and decided to postpone them until the next meeting.

01-17-17-11 Commissioner Fox moved and Commissioner Hendrickx seconded to make an offer of employment to Larry Timmerman for the position of County Administrator. Motion carried unanimously.

01-17-17-12 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 2:45 PM.

WITNESSED:

Peter Peterson, Chair

ATTEST:

Amanda Ness, Clerk of the Board

DRAFT

SWIFT COUNTY BOARD MINUTES
January 27, 2017

Chairman Rudningen called the meeting to order at 1:03 PM with all members present as well as County Attorney Danielle Olson, County Sheriff John Holtz, County Auditor Kim Saterbak and Amanda Ness.

The board had an extensive discussion regarding the County Administrator position and contacted Sharon Klumpp of Springsted via phone to answer questions.

01-27-17-01 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to make an offer of employment to Kelsey Baker for the County Administrator position. Motion carried 3-2 with Commissioners Hendrickx and Fox opposing.

01-27-17-02 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 1:40 PM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Amanda Ness, Clerk of the Board

**SOUTHWEST MN REGIONAL
MINNESOTA FAMILY INVESTMENT PROGRAM/DIVERSIONARY WORK PROGRAM**

**PURCHASE OF SERVICE CONTRACT 2017
JANUARY 1, 2017 – DECEMBER 31, 2017**

The Counties of Big Stone, Chippewa, Lac qui Parle, Swift, Yellow Medicine, SWHHS (Lincoln, Lyon, Murray, Pipestone, Redwood, Rock), Nobles, Des Moines Valley Human Services (Cottonwood & Jackson). Hereinafter referred to as the “SW MN Regional MFIP/DWP Partnership”

And

Southwest Minnesota Private Industry Council, Inc., 607 W Main St, Marshall, MN 56258, hereinafter referred to as the “SW MN PIC”, enter into this Contract for the period of January 1, 2017 to December 31, 2017.

WHEREAS, the SW MN Regional MFIP/DWP Partnership, wishes to purchase various employment and training services;

WHEREAS, funds are available for the purchase of such services; and

WHEREAS, the SW MN Regional MFIP/DWP Partnership has identified persons who are in need of employment and training services and the SW MN Regional MFIP/DWP Partnership wishes to purchase these services from the SW MN PIC; and

WHEREAS, the Regional Partnership will provide an opportunity for successful achievement of regional performance outcomes; and

WHEREAS, the SW MN Regional MFIP/DWP Partnership and the SW MN PIC, according understand and agree that this Contract serves as a contract for services purchased;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, the SW MN Regional MFIP/DWP Partnership and the SW MN PIC agree as follows:

A. Definitions

SW MN Regional MFIP/DWP Partnership’s Designated Agent – The County Human Services Directors (Big Stone, Chippewa, Lac qui Parle, Swift, Yellow Medicine, SWHHS, DMVHS and Nobles) shall be the SW MN Regional MFIP/DWP Partnership’s Designated Agent for the purpose of receiving notification under the terms of this Contract.

SW MN PIC: SW MN Private Industry Council, Inc. – SW MN PIC for the services described in 2016 - 2017 County MFIP Biennial Service Agreement.

Fiscal Host – Chippewa County will serve as the Designated Fiscal Host for the Partnership

Contract Period – January 1, 2017 – December 31, 2017

B. Purchase of Services

1. At the request of the SW MN Regional MFIP/DWP Partnership, the SW MN PIC will furnish the following MFIP/DWP services as outlined in Attachment A:
 - a. Overview
 - b. Case Management Services for MFIP/DWP referrals
 - c. Development of Employment Plans
 - d. Assessment
 - e. Job Search
 - f. Support Services
2. The total amount to be paid to the SW MN PIC by all counties in the partnership for Purchased Services shall not exceed \$1,129,055.00 for the duration of the Contract, as outlined in Attachment A. Reimbursement to the SW MN PIC shall be made on the basis of 100% of actual costs as supported by invoice and supporting materials.
3. The SW MN Regional MFIP/DWP County Partnership shall determine which individuals will receive services and make the appropriate referrals to the SW MN PIC.

C. Delivery of Services

1. The SW MN PIC will use only qualified personnel to provide all services purchased under this Contract. If licensing or certification is a necessary prerequisite for provision of services, the SW MN PIC will ensure that personnel and services are properly licensed or certified in accordance with provisions of applicable State Law or Minnesota Rules.
2. Services will customarily be provided to families by the SW MN PIC at the Offices of the SW MN PIC, or at the SW MN Regional MFIP/DWP Partnership locations, or at a mutually agreed upon location. The SW MN Regional MFIP/DWP Partnership will provide use of its office space at no cost to the SW MN PIC on an as needed, space-available basis.
3. The SW MN PIC will provide services in accordance with Minnesota MFIP Rules and Regulations and in accordance with the type, amount, frequency and duration stated in each employment plan. The amount, type, frequency and duration of the Purchased Services shall be directed toward achievement of the performance requirements as outlined in the MFIP/DWP portion of the Consolidated Plan.
4. The SW MN PIC will notify the SW MN Regional MFIP/DWP Partnership in writing within 5 days whenever the SW MN PIC is unable to or is going to be unable to provide the quality or quantity of services to achieve the objectives as required by this Contract. Upon such notification, the SW MN Regional MFIP/DWP Partnership and SW MN PIC shall determine whether the Contract should be modified or canceled.
5. Nothing in this Contract shall be construed as requiring the SW MN PIC to provide services, or the SW MN Regional MFIP/DWP Partnership to continue purchasing services from the SW MN PIC for any eligible customer upon cancellation or termination of the Contract.

6. The SW MN PIC will provide contract services only to customers identified by the SW MN Regional MFIP/DWP Partnership.
7. In each case SW MN PIC shall include the following Purchased Services , at a minimum:
 - Maintain regular contact with the SW MN Regional MFIP/DWP Partnership's identified contacts;
 - Maintain appropriate documentation required for MAXIS and Workforce One, as well as case files;
 - Provide necessary support services, such as transportation assistance, clothing, child care assistance and other supports to assure that customers can meet goals as outlined in employability plan to meet the work participation requirements;
 - Provide necessary referrals to appropriate professionals (i.e. - mental health; CD treatment, etc.) to help move customers towards self-sufficiency and monitor this progress.

D. Eligibility for Services

1. The SW MN Regional MFIP/DWP Partnership will determine eligibility for participation and make referrals to SW MN PIC.
2. The SW MN PIC will not charge any program or service fee to an MFIP/DWP customer or family member.
3. If the SW MN Regional MFIP/DWP Partnership has determined that the customer is no longer eligible to receive services or that services are no longer needed or appropriate, the SW MN Regional MFIP/DWP Partnership shall notify the SW MN PIC within 5 working days of the determination. Further, SW MN Regional MFIP/DWP Partnership will notify the customer of the loss of eligibility or termination of services and of the right to appeal that action.
4. Customer Sanction for Non-compliance: The SW MN PIC will notify the SW MN Regional MFIP/DWP Partnership and the MFIP/DWP customer in writing whenever the SW MN PIC proposes to issue a Notice of Intent to Sanction. The notice must be sent to the MFIP customer at least 10 days prior to the proposed date of sanction and must include the specific grounds for issuing sanction notice. The MFIP/DWP customer has opportunity to resolve the sanction. All information on the Notice of Intent to Sanction and the steps taken to resolve the sanction must be documented in WF1.

E. SW MN PIC Qualifications and Training

The SW MN PIC is qualified as of the beginning of the term of this Contract and will remain qualified as an Employment & Training Agency (SW MN Private Industry Council). Employees providing services as listed in this Contract will be classified as a Job Counselor or Program Specialist with related education, experience or other qualified personnel delegated to provide the service.

F. Payment for Service

1. The SW MN Regional MFIP/DWP Partnership, through the Fiscal Host, shall reimburse the Service Provider for services performed pursuant to the Contract and in accordance

- with the Budget (attachment A) as attached.
2. Chippewa County will serve as Fiscal Host and be compensated by the SW MN PIC for such services in the amount of \$5,000.
 3. The SW MN PIC shall submit within (30) working days following the last day of each calendar month, a service voucher or a standard invoice to the Fiscal Host for each Customer who has received Purchased Services during the month. The voucher or invoice shall include the name of the eligible applicant or recipient receiving services, the services provided the type of service, and the support service cost. All vouchers or invoices must be signed by the SW MN PIC designated agent.
 4. The SW MN PIC shall submit a monthly fiscal report to the Fiscal Host setting forth total program and administrative expenditures.
 5. The Fiscal Host will only allow claims for services, provided by the SW MN PIC, which are specifically provided for in this Contract
 6. The Fiscal Host may authorize an advance payment to the SW MN PIC as specified by state established guidelines.
 7. The Fiscal Host shall reimburse the SW MN PIC in the amounts due in accordance with this Contract, within (30) days of the date of the receipt of the invoices, provided the SW MN PIC has complied with the Fiscal Hosts invoicing requirements and the budget. This 30-day period may be extended if financing for the program is terminated or jeopardized, or in the event of any emergency.
 8. Member Counties shall not be responsible for costs incurred prior to the effective date or subsequent to the termination date of this Contract.
 9. SW MN PIC will provide member Counties customer and expenditure information on a monthly basis.

G. Financial Services

1. The SW MN PIC will ensure that its accounting system meets fiscal standards established by Governmental Accounting, Auditing, and all mandated financial reporting required by funding source.
2. All records will be maintained by an automated ledger with a clear audit trail to document transactions.
3. The SW MN PIC will pay allowable and approved costs for staff services and related expenses on a reimbursement basis to expedite service delivery.
4. Direct service charges, based on staff time and related expenses, will be billed to Fiscal Host on a monthly basis not to exceed the approved budget.
5. Support Services costs, based on actual costs for participant expenses will be billed to Fiscal Host on a monthly basis.
6. The SW MN PIC will generate financial reports in sufficient detail to monitor financial transactions of the program used to provide the Purchased Services. Reports will include the following:
 - a) Total funds allocated by SW MN Regional MFIP/DWP Partnership;
 - b) Total funds spent and/or obligated for customer services, staff and administration;
8. Monthly reports identifying customer expenditures will be provided to each of the member Counties.

H. FISCAL CONTROLS

1. The SW MN PIC will ensure that its books, records, documents and accounting procedures are and will be annually audited according to the standard and generally accepted accounting and auditing procedures, and that all corrective actions recommended by such audits are taken.
2. The SW MN PIC will institute fiscal controls as may be established by the Counties so as to be able to satisfactorily account for all monies spent in conjunction with the Contract.
3. Each member County shall have reasonable access to and the right to examine for audit purposes or otherwise, any books, documents, papers or records of the SW MN PIC pertaining to the SW MN PIC's performance of the Contract including those related to both fiscal and personnel systems of the SW MN PIC. SW MN PIC will implement and comply with such remedial action as may be proposed by the member counties.
4. The SW MN PIC shall maintain at all times during the terms of this Contract a fidelity blanket bond in the amount of \$200,000 covering the activities of each person authorized to receive or distribute money. If said bond is drawn on or reduced at any time during the term of this Contract, the SW MN PIC agrees to secure additional coverage so as to maintain a total of \$200,000 in coverage at all times.
5. The SW MN PIC shall maintain at all times, during the terms of this agreement, liability insurance coverage in the amount of (\$2,000,000).

I. OTHER RECORDS AND REPORTS

1. The SW MN PIC shall maintain Program and statistical records as required by any applicable federal and state law or regulation, including but not limited to, a MFIP/DWP Customer Employment Plan and all correspondence related to services provided. The customer case file shall include at a minimum: assessment documents (including the Employability Measurement document), an individualized Employability Development Plan ("EDP"), which includes goals and dates of action steps, description of services to be provided, referrals to other resources, and contact documentation. Both a hard copy file and a WF1 file will be maintained for each MFIP/DWP Customer.
2. The SW MN PIC shall send to the member counties Customer financial reports on a monthly basis.
3. The SW MN PIC will allow personnel of the member Counties and Minnesota DHS access to the SW MN PIC's facility and records at reasonable hours to exercise their responsibility to monitor the program.
4. The SW MN PIC will retain all records pertaining to the MFIP/DWP program for 6 years.
5. Management Information System: SW MN PIC will utilize DEED's Workforce One Management Information System to report all participant data and activity.
6. The SW MN PIC will provide copies of DEED/DHS required information and reports to the member Counties upon request.

J. DATA PRIVACY

1. All data collected, created, received, maintained or disseminated or used for any purpose in the course of the SW MN PIC's performance of this Contract is governed by the Minnesota Data Practices Act, Minnesota Statutes 1984, and Section 13.01 et. seg. and any other applicable state statutes and any state rules relating to the program as well as federal statutes and regulations on data privacy.
2. The SW MN PIC shall be responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals, and other government data including summary data, pursuant to the Contract.
3. The member counties shall be the owner of all data collected by the SW MN PIC in the performance of the Agreement. Upon termination of the Contract, the Southwest Minnesota Private Industry Council shall, upon written request of the member counties, provide all Program files and information related to performance of the Contract.
4. The SW MN PIC hereby designates its MFIP/DWP Job Counselors and Coordinators as Responsible Authority to carry out the purposes of Minnesota Statute and Rules Section 13.46.

K. INDEMNIFICATION

The SW MN PIC shall hold and save the member Counties, their staff, employees, directors, officers, and agents harmless from liability of any nature or kind, including costs and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the SW MN PICs, its agents', employees', officers', representatives', or directors' performance or failure to perform its obligation set forth in this Contract.

L. AMENDMENTS AND TERMINATION

1. SW MN Regional MFIP/DWP Partnership may, by written notice, request changes within the scope of this Contract in any one or more of the Purchased Services required to be performed hereunder. The SW MN PIC shall agree to make reasonable changes provided such changes do not result in an increase in costs of Purchased Services.
2. If any such change causes an increase or decrease to the SW MN PIC in the cost of, or in the time required for such services, the SW MN PIC shall promptly notify the SW MN Regional MFIP/DWP Partnership of the nature and amount of such increase or decrease. In the event of any increase, the SW MN PIC shall not effect such change until the SW MN Regional MFIP/DWP Partnership has authorized such change and agreed to finance the increased cost in some manner. The Contract shall be modified in writing reflecting such increase or decrease. Any such modification must first be approved by the SW MN Regional MFIP/DWP Partnership representatives.
3. Unless extended, in writing by a signed contract by both parties, this Contract shall terminate upon the earlier of the following: (I) 12-31-17; or (II) (30) days after the SW MN Regional MFIP/DWP Partnership deposits in the mail, certified mail return receipt requested, a notice of its intent to terminate the Contract.

4. This Contract may, at the option of the parties hereto, be extended for an additional one-year term after the final termination date specified in this Contract. Such extension may be made only by written agreement of the SW MN Regional MFIP/DWP Partnership and SW MN PIC.
5. If at any time throughout the term of this Agreement, the SW MN PIC determines that it is unable to, or will be unable to, provide the required quality or quantity of Purchased Services requested by the SW MN Regional MFIP/DWP Partnership, the SW MN PIC shall notify the SW MN Regional MFIP/DWP Partnership, in writing, within (10) days thereof.
6. Failure to commence appropriate action to remedy any breach of this Contract within (5) working days of written notification of said breach shall be basis for termination of this Contract by the non-breaching party.

M. MISCELLANEOUS PROVISIONS

1. All notices required to be given pursuant to this Contract shall be in writing and shall be sufficient when hand delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties hereof.
2. In the event of any dispute arising out of this Agreement, the SW MN PIC shall first appeal to the SW MN Regional MFIP/DWP Partnership pursuant to its grievance procedures. If any litigation arises out of the Contract, each party shall be responsible for its own costs and attorneys' fees.
3. Any alteration, modification or variation of this Contract shall be reduced to writing and appended to the Contract, and executed by the parties in the same manner by which this Contract was originally executed.
4. It is agreed that the entire Contract of the parties is contained in this Contract, and this Contract supersedes all oral agreements, written agreements, and negotiations between the parties relating to this subject matter. All items referred to in this Contract are incorporated and are deemed to be a part of the Contract without limitation.
5. The provisions of the Contract are severable. If any paragraph, section, subdivision or any part of this Contract is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, the remaining portions of this Contract shall continue in force and effect at the SW MN Regional MFIP/DWP Partnership discretion.
6. The SW MN PIC shall not charge a Program service fee to eligible recipients or applicants, or to any other person, except as stated in this Agreement. The only fee to be charged by the SW MN PIC for the Purchased Services is that stated in this Contract.
7. The SW MN PIC certifies that the Purchased Services are available to eligible customers without cost.
8. The SW MN PIC will ensure that all transportation vehicles used by the SW MN PIC, to provide necessary transportation for employees or customers, will be properly equipped with safety equipment and devices, including seat belts, and shall be maintained at all times in safe operating conditions and will be covered by liability insurance.

N. MANAGEMENT INFORMATION

The SW MN PIC will comply with all requirements passed to it from the SW MN Regional MFIP/DWP Partnership relating to the collection and submission of State mandated participant reporting utilizing Workforce One.

O. Budget (Attachment A)

The MFIP/DWP/FSS Employment & Training funds in the SW Region consisting of Big Stone, Chippewa, Lac qui Parle, Swift, Yellow Medicine, Southwest Health & Human Services - SWHHS (Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock), Nobles, Des Moines Valley Health & Human Services - DVHHS (Cottonwood and Jackson Counties) will be pooled into a Regional Budget. The pool will be established by formula based on historical data, allocations and customer numbers. The identified counties have agreed to allocate 70% of their individual MFIP/DWP Budget to the SW MN PIC to provide the Employment and Training portion of the Plan. The remaining 30% of each Counties identified budget will be retained by each individual county for Income Maintenance and Emergency Assistance purposes. There will be a 'base' funding level for the MFIP/DWP E&T funds established for all counties. Once the base funds have been expended it will be up to the SW MN PIC to redistribute the MFIP/DWP E&T funds to meet customer needs from the remaining pool, thereby ensuring that all customers will be provided services and funds will be utilized within the Southwest Minnesota Region.

The funds provided to the SW MN PIC will include resources for Administration, Direct Staff Costs and Customer Support Service.

AUTHORIZED SIGNATURE PAGE

In witness WHEREOF the following members of the SW MN Regional MFIP/DWP Partnership and Southwest MN Private Industry Council, Inc. have signed the Contract on the dates, written below:

BY: _____
BIG STONE COUNTY AUTHORIZED SIGNATURE Date _____

BY: _____
CHIPPEWA COUNTY AUTHORIZED SIGNATURE Date _____

BY: _____
LAC QUI PARLE COUNTY AUTHORIZED SIGNATURE Date _____

BY: _____
SWIFT COUNTY AUTHORIZED SIGNATURE Date _____

BY: _____
YELLOW MEDICINE COUNTY AUTHORIZED SIGNATURE Date _____

BY: _____
SWHHS COUNTY AUTHORIZED SIGNATURE
(LINCOLN, LYON, MURRAY, PIPESTONE, REDWOOD, ROCK) Date _____

BY: _____
DES MOINES VALLEY HHS AUTHORIZED SIGNATURE
(JACKSON/COTTONWOOD) Date _____

BY: _____
NOBLES COUNTY AUTHORIZED SIGNATURE Date _____

BY: _____
Southwest Minnesota Private Industry Council, Inc.
Authorized Official Date _____

ATTACHMENT A

BUDGET

2017 MFIP/DWP E&T BUDGET
SW MN PRIVATE INDUSTRY COUNCIL, INC.

COUNTY	2017 Consolidated Allocation	7.5% County Adm	30% - County	70% E&T SW MN PIC: SW MN PIC
BIG STONE**	\$59,595	\$4,470	\$16,538	\$38,587
CHIPPEWA	\$162,783	\$12,209	\$45,172	\$105,402
Des Moines Valley HHS (Cottonwood/Jackson)	\$236,456	\$17,735	\$65,616	\$153,105
LAC QUI PARLE **	\$49,766	\$3,732	\$13,810	\$32,224
SWHHS (Lincoln, Lyon, Murray, Rock, Pipestone, Redwood)	\$735,843	\$55,188	\$204,197	\$476,458
NOBLES	\$277,724	\$20,829	\$77,069	\$179,826
SWIFT	\$124,908	\$9,368	\$34,662	\$80,878
YELLOW MEDICINE	\$96,641	\$7,248	\$26,818	\$62,575
TOTAL	\$1,743,716	\$130,779	\$483,882	\$1,129,055

** Big Stone and Lac qui Parle do not provide E.A. through this allocation therefore the 30% designation for those 2 counties is for Income Maintenance Administration Only.



Policy Name	Cell/Smart Phone Policy
Policy Number	507
Origination Date	1/1/2017
Board Approval Date	
Policy Owner	Rob Lee
Responsible Personnel	Department Heads
Regulatory Requirement	
Cross References	
Attachments	Cell/Smart Phone Reimbursement Authorization Swift County Access Agreement for Approved and Authorized Individually owned Mobile Device

Policy Purpose

To define the cellular telephone usage by employees to encourage the enhancement of communications while ensuring efficient, safe and high-quality customer service to the citizens of Swift County.

CELL PHONE SERVICE – All county contracts for Cell / Smart phone service will be managed by each department head. Changes to existing service or purchase of new Cell / Smart phones will be done by the department head. County contracts for cellular telephone service shall require monthly statements of call usage.

Procedure

1. The Department Head will determine which position(s) in their department require a Cell / Smart phone and whether the needs are best served through the allocation of a county-purchased cell phone or through a Cell / Smart phone reimbursement for the employee's use of their personal Cell / Smart phone. Department Heads shall determine the type of phone purchased and the necessary features that phone should have. Employees that receive a reimbursement must maintain the type of Cell/Smart phone coverage and service that is reasonably related to the needs of conducting County business, and the reimbursement must be reasonably calculated not to exceed expenses the employee actually pays for maintaining the Cell/Smart phone.
2. Department Heads shall use the following substantial business reasons for determining the purchase of Cell / Smart phones for employees or reimbursement for use of a single personally owned Cell / Smart phones or equipment.

- a. Purchase of a county owned non-data cell phone, equipment and plan for employees or a nontaxable reimbursement up to \$30/month for use of a personal phone:
 - i. Employee travels frequently on county business outside the office; and
 - ii. Employee frequently needs to maintain communication for work related matters while off-site or outside of normal working hours.
- b. Purchase of a county owned Smart phone, equipment and plan for employees or a non-taxable reimbursement up to \$45 / month for use of a personal Smart phone:
 - i. Employee travels frequently on county business outside the office; and
 - ii. Employee frequently needs to maintain communication for work related matters while off-site or outside of normal working hours; and
 - iii. Employee frequently needs to access information such as email, Internet, contacts, calendar, etc. while away from the office.

3. **COUNTY OWNED CELL / SMART PHONE USE** – Employees using County owned Cell / Smart phones should limit the phone to business use when at all possible. If the employee must use the Cell / Smart phone for personal calls these calls should be for emergency purposes or occasional personal calls. Employees shall reimburse the County for personal use resulting in costs that exceed phone and/or data plan costs paid for by the County. Any misuse of a county Cell / Smart phone will subject the employee to discipline procedures as contained in the County Personnel Policy or applicable labor agreements.

- a. Misuse includes, but is not limited to:
 - i. Making calls of a threatening or inappropriate nature.
 - ii. Making excessive personal calls.
 - iii. Inappropriate use of Smart phone internet access or email.

4. **PERSONAL CELLULAR PHONE USAGE IN THE WORK PLACE** – While at work employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of county issued cellular phones. Excessive personal calls during the work day, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees are therefore asked to make personal calls before and after work and during your break and lunch periods. Employees are asked to keep their phone on silent or vibrate mode while in County buildings. Employees with camera cell / smart phones are prohibited from taking pictures inside County buildings except in the course of business functions.

5. **EMPLOYER RESPONSIBILITY** – Department Heads shall monitor cellular phone needs and usage for their staff and make appropriate decisions and

authorizations based on this policy and what is in the best interest of the County. The County Administrator is responsible for making decisions when it involves exceptions, discrepancies or interpretations of this policy.

6. EMPLOYEE RESPONSIBILITY

- a. Employees are required to minimize costs whenever possible.
- b. If cellular equipment is lost or stolen, the employee must immediately notify their Department Head and/or Supervisor who then must immediately notify the IT Coordinator.
- c. When driving a vehicle and using a cellular phone (personal or county issued) to conduct county business, employees are required to pull off the road and be parked before making or answering a call.
- d. If a cellular phone needs to be replaced, the old cellular phone and accessories must be returned to the department head.
- e. County issued cellular phones must be returned to the County department head upon termination of employment in order for the termination of employment to be considered "in good standing".
- f. Employees who access County messaging infrastructure using an individually-owned mobile device must sign and agree to the terms and conditions of the attached "Access Agreement for Approved and Authorized Individually Owned Mobile Device".

7. TAX TREATMENT

- a. Employer provided cell phones – Under IRS Notice 2011-72, when an employer provides an employee with a cell phone primarily for noncompensatory (non-wage) business reasons, the IRS will treat the employee's use of the cell phone for reasons related to the employer's trade or business as a working condition fringe benefit, the value of which is excludable from the employee's income. In addition, the IRS will treat the value of any personal use of a cell phone provided by the employer primarily for noncompensatory business purposes as excludable from the employee's income as a de minimis fringe benefit. The application of the working condition and de minimis fringe benefit exclusions under this notice apply solely to employer-provided cell phones and should not be interpreted as applying to other fringe benefits.
- b. Employer reimbursement of employee's personal cell phone usage – As stated in an IRS Field Examination Operations memo dated, September 14, 2011, in cases where employers, for substantial noncompensatory business reasons, require employees to maintain and use their personal cell phones for business purposes and reimburse the employees for the business use of their personal cell

phones, examiners should analyze reimbursements of employees' cell phone expenses in a manner that is similar to the approach described in IRS Notice 2011-72. Specifically, in cases where employers have substantial business reasons, other than providing compensation to the employees, for requiring the employees' use of personal cell phones in connection with the employer's trade or business and reimbursing them for their use, examiners should not necessarily assert that the employer's reimbursement of expenses incurred by employees results in additional income or wages to the employee. The reimbursement for business use of the employee's personal cell phone must not be a substitute for a portion of the employee's regular wages.

- c. The above referenced memo provides an example of a reimbursement arrangement that does not result in additional income or wages: an employer has a substantial noncompensatory business reason for requiring the employee to maintain a personal cell phone to facilitate communication during hours outside the employee's normal office hours. The employee uses the cell phone for both business purposes and personal purposes and the employee's basic coverage plan charges a flat-rate per month for a certain number of minutes for domestic calls. The employer reimburses the employee an amount not to exceed the monthly basic plan expense to enable the employee to maintain contact for business purposes

Violation of this Policy

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

Signatures:

Catherine Lee, Policy Committee Chair

Date

Board Review Date: _____

Board Approval: _____
Eric Rudningen, Board Chair

Swift County Access Agreement for Approved and Authorized Individually Owned Mobile Device

To access Swift County Microsoft Exchange Active Sync (having email configured on your mobile device) using an individually-owned device(s) each individual must:

- Agree to the terms and conditions outlined in this agreement.
- Connect to the Swift County messaging infrastructure using only the approved connection mechanisms with an approved device(s).

This agreement is necessary to ensure Swift County information is secure while in your possession and may be revoked at any time by any authorized Swift County official.

By signing this document I, _____, agree to:

1. Abide by Swift County Policies, Standards and Operating Procedures.
2. Give Swift County IT staff & department head permission to make the appropriate modifications and configuration setting changes as required.
3. Contact your Swift County department head immediately:
 - a. If I suspect a security breach, my device(s) is lost, or stolen

*NOTE: All information, including personal information (e.g. Contacts, photos, music) will be erased from my device(s) for any of the events defined above as reasons to completely wipe device(s). As such it is the individual's responsibility to back up personal information in the event the mobile device(s) requires a remote wiping process be initiated due to one of the above defined and stated conditions.

- b. If I terminate use of my device(s)
- c. Upon my decision to separate from Swift County

*NOTE: All Swift County Email and Account Information will be removed for reasons defined above in point b. or c.

- Please return signed agreement to the IT Dept when completed -

4. Allow Swift County to completely wipe my device through remote wipe capability:
 - a. If a security breach is suspected
 - b. The device(s) has been reported lost or stolen

*NOTE: All information, including personal information (e.g. Contacts, photos, music) will be erased from my device(s) for any of the events defined above as reasons to completely wipe device(s). As such it is the individual's responsibility to back up personal information in the event the mobile device(s) requires a remote wiping process be initiated due to one of the above defined and stated conditions.

5. Surrender my device(s) to an authorized Swift County representative in the event a security or privacy breach that has or is suspected to have occurred in connection with my device(s). If requested, I will grant Swift County access to my mobile service provider's usage records.
6. Sync the personal device(s) with the Swift County messaging infrastructure only by means of the approved wireless access software.

Additional Agreement Terms

1. I am personally responsible for the management of my mobile phone number, contract and associated provider (carrier) agreements.
2. Swift County will only provide support and guidance for the installation and connection to the Swift County messaging infrastructure. All other support related issues must be directed to the mobile service provider.

Employee Signature

Date

Supervisor Signature

Date



**Swift County Rural Development Finance Authority
REQUEST FOR APPOINTMENT TO BOARD**

Mission Statement of the Swift County RDA:

Providing opportunities for economic and community development in Swift County.

We welcome you as an applicant for the Swift County RDA Board. This group plays a very important role in Swift County. Please fill out the information requested below. You are encouraged to attach any additional information which you believe qualifies you for appointment to the board. Thank you!

PERSONAL INFORMATION

Name Eric Carlson

Address 130 40th ST NE

City Benson

State MN

Zip 56215

Phone 320-304-1677

Email eric.carlson@swift-llc.com

How long have you been a resident of Swift County? 22 years

Are any members of your immediate family employed by the RDA or Swift County? Yes No

Have you served previously on any of Swift County's boards or commissions? Yes No

Have you served previously on any board/commission in any other community? Yes No

Occupation Self employed

Name of Employer Swift Machine & Fab LLC

I am a member of the following civic organizations _____

Please list your special interest, education, past experience, etc., which you feel would benefit the Swift County RDA by your appointment to the board _____

I have been a business owner in the town of Benson for 4 1/2" years and look forward in helping Swift county were I can. I am a graduate of Morris Area. My family started the business back in '95 And I purchased it in 2012.

Additional comments _____





Request for Board Action

BOARD MEETING DATE:
February 7, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Extension	REQUESTOR: Stephanie Smith	REQUESTOR PHONE: 320-843-3796
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Appointment of Extension Committee Members. Cindy Hendrickx, 3 year term starting January 2017. Recommendation made by the Swift County Extension Committee at their meeting on January 25, 2017.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: A county must have an Extension Committee. The committee must have nine members, with the option to also appoint two youth members for a total committee of 11. Two members must be county commissioners appointed by the county board. The county auditor or the auditor's designee must be a member. Six adult members must be appointed at large by the county board.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? n/a	

Budget Information

FUNDING: Per Diems/Mileage for Committee Meetings, Trainings, etc.
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Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: (position vacant)
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: n/a
COMMENTS: n/a	COMMENTS: n/a



Request for Board Action

BOARD MEETING DATE:
February 7, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approval to purchase One new truck and equipment off of the State Contract.	
AGENDA YOU ARE REQUESTING TIME ON: February 7, 2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: One new tandem truck and equipment that is in this year's budget.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? See above	

Budget Information

FUNDING: County

Review/Recommendation

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

Board Action

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

Truck Replacement Cost

TANDEM AXLE PLOW TRUCK	Cost	Trade	Tax & License	Total
Istate Truck Center - 2017 Freightliner 114SD	113,020	45,000	4,716	72,736
Nuss Truck & Equipment – Mack GU713 AF	120,097	40,000	5,547	85,644

TRUCK BOX & PLOW EQUIPMENT	Cost		Total
TBEI Inc.	88,218		88,218
Towmaster Truck Equipment	96,734		96,734

Total \$160,954.00

Budgeted \$200,000



Request for Board Action

BOARD MEETING DATE:
February 7, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST Board Approval to enter into a Joint Powers Agreement for District 4 Intersection Lighting, Project SP 006-072-002 with the counties listed in the agreement.	
AGENDA YOU ARE REQUESTING TIME ON: February 7, 2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? yes	EXPLANATION OF MANDATE: Statute
BACKGROUND/JUSTIFICATION: District 4 Counties have applied for Federal funds (HSIP) and are ready to move forward with the Project and need to have a Joint Powers Agreement.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING:	State, Federal & County
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Review/Recommendation

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

Board Action

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

RESOLUTION

Joint Powers Agreement for the
Administration of Federal HSIP Safety Grant
Project No. S.P. 006-072-002

Resolution No. _____

IT IS RESOLVED that the County Swift enter into a Joint Powers agreement with the Seven Mn/DOT District 4 counties of Big Stone, Douglas, Grant, Pope, Stevens, Swift and Traverse, for the following purpose:

Define the rights and obligations of each county for the delivery of Big Stone County project S.P. 006-072-002, and (Swift County project S.P. 076-072-002) a district wide federal highway safety project that will provide safety improvements in the form of intersection lighting on selected eligible highway routes.

BE IT FURTHER RESOLVED that the proper County officers be and hereby are authorized to execute such agreement and any amendments, and thereby assume for and on behalf of the County all of the obligations contained therein.

Adopted at Benson, Minnesota, this ____ day of _____, 2017.

SWIFT COUNTY BOARD OF COMMISSIONERS

By: _____
Eric Rudningen , County Board Chair

Attest: _____
Kim Saterbak, County Auditor

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF SWIFT

I hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by the County Board of said County on _____, 2017.

(SEAL)

Kim Saterbak, County Auditor



Request for Board Action

BOARD MEETING DATE:
February 7, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST Board Approval to advertise S.P. 076-606-045 paving project on CSAH 6 from TH 29 to CSAH 35 in Kerkhoven.	
AGENDA YOU ARE REQUESTING TIME ON: February 7, 2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Swift County Highway Department is constructing a concrete overlay project in the summer of 2017 and is requesting board approval to advertise.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING:	State, Federal & County
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Review/Recommendation

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

Board Action

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



Request for Board Action

BOARD MEETING DATE:
February 7, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Public Hearing CD #52 continuance to consider redetermination and increase pipes as per hydraulic study and downstream impacts on Lat. A-JD #18. Request permission to seek bids if repair is approved.	
AGENDA YOU ARE REQUESTING TIME ON: 10:00 AM, Regular Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: MN Statute requires the Drainage Authority hold a Public Hearing to move on these matters.
BACKGROUND/JUSTIFICATION: A request was made to check downstream impacts on Lat. A-JD #18	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Hearing continued	

Budget Information

FUNDING: CD #52 / Lat. A-JD #18 Ditch Fund

Review/Recommendation

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

Board Action

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



Real People. Real Solutions.

SWIFT COUNTY

Lateral A and County Ditch 52 Hydraulic Report

Benson, MN

Submitted by:

Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001
P: 507-625-4171
F: 507-625-4177

Lateral A and County Ditch 52 Hydraulic Report

Benson, Minnesota

January 31, 2017

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: *Brent H. Johnson*
Brent H. Johnson, P.E.
License No. 20378

Date: January 31, 2017

Project Overview

Swift County Ditch 52 drains lands within Cashel Township to Lateral A of Judicial Ditch 18. A hydraulic study of two culvert crossings near the outlet of Ditch 52 was recently completed and a drainage hearing was held on January 17, 2017. During the hearing, the County Board directed that additional hydraulic analyses be prepared for two additional crossings at Station 3+00 and Station 45+00 on Lateral A of Judicial Ditch 18. The Board also requested a downstream impacts hydraulic study of proposed culvert changes on County Ditch 52 and Lateral A of Judicial Ditch 18. This report summarizes the downstream impacts hydraulics and the culvert sizing analyses that were prepared for the Lateral A crossings at Station 3+00 and Station 45+00.

The Station 45+00 crossing site studied is a field crossing located on Lateral A near the boundary of Sections 21 and 22, Cashel Township, T120N, R39W. The Station 3+00 crossing site studied is a field crossing located about 300 feet upstream from Judicial Ditch 18. This crossing site is located within the northwest quarter of Section 27, Cashel Township, T120N, R39W.

Hydraulic analyses were prepared for the existing crossings to determine the hydraulic capacity of the crossings and to size replacement crossings. The existing crossings in the study each include a 72” diameter Corrugated Metal Pipe (CMP) culvert. Each culvert has a waterway area of 28.3 square feet (**Table 1**).

Table 2 lists the existing culverts at crossings up and downstream from the study crossings. Five culvert crossings on County Ditch 52 upstream from the Lateral A study crossings presently include 73” x 45” RCP-Arch culverts. Two of the existing CD 52 crossings are under consideration for replacement with 72” diameter culverts. A bridge is located downstream from Lateral A on the main channel of Judicial Ditch 18.

Table 1. Existing Culverts at Study Sites

Location	Existing Culvert	Existing Waterway Area (square feet)
Lateral A Station 45+00C Field Crossing located near the boundary of Sections 21 and 22, Cashel Township, T120N, R39W	72” CMP	28.3
Lateral A Station 3+00 Field Crossing located 300 feet upstream from Judicial Ditch 18 within the northwest quarter of Section 27, Cashel Township, T120N, R39W.	72” CMP	28.3

Table 2. Existing Culverts Upstream and Downstream from Study Sites

Location	Existing Culvert	Proposed Replacement Crossing
Upstream Crossings: County Road 6 and a Field Crossing on CD 52. The field crossing is located about 3,000 feet upstream from Lateral A Station 45+00 Field Crossing.	73" x 45" RCP-Arch	72" Diameter
Downstream Crossings: Bridge Crossing located on Judicial Ditch 18--500 feet downstream from the Lateral A outlet to Judicial Ditch 18.	Highway Bridge	No Change

Hydrology:

Hydrology work included two analyses. First, peak flowrates at each crossing site were determined using regression equations for the standard design events such as the 10-year, 25-year, and 50-year recurrence interval events. These peak flowrates are intended for use within steady state hydraulics analyses of the existing culvert crossings. Second, a rainfall-runoff model was completed to determine runoff hydrographs from the contributing drainage area for use in an unsteady hydraulic analysis intended to simulate the variations of flow, depth and floodplain storage given culvert sizing changes on County Ditch 52 and to assess the impacts of these culvert sizes on the flow and depth downstream within Lateral A and Judicial Ditch 18. The unsteady hydraulics modeling and downstream impacts assessment are described in later sections of this report.

Regression Equations

Peak flows in this hydraulic study of Lateral A were determined at both crossing sites. The drainage areas at the two crossings are 4.22 and 4.82 square miles, for the Lateral A field crossings at Stations 45+00 and 3+00, respectively. Peak flows for frequencies ranging from 2-years to 100-years were determined using regression equations¹ of basin characteristics developed by the U.S. Geological Survey. **Table 3** lists the flow frequency data used in this study.

Table 3. Lateral A Flow Frequency Data for Steady State Hydraulics

Frequency	Lateral A Peak Flows at Station 45+00 Field Crossing (cfs)	Lateral A Peak Flows at Station 3+00 Field Crossing (cfs)
2-year	34	35
5-year	78	80
10-year	119	123
25-year	185	192
50-year	245	254

¹ US Geological Survey Scientific Investigations Report 2009-5250, Techniques for Estimating the Magnitude and Frequency of Peak Flows on Small Streams in Minnesota Based on Data through Water Year 2005, By D.L. Lorenz, C.A.Sanocki, and M.J. Kocian,

Survey Data and Ditch Plans:

Bolton & Menk received available drainage system records from Swift County including plan, profile, and cross sections of Lateral A in the vicinity of the study area crossing sites. Field surveys were not included in this study.

The Lateral A drawings were used for the ditch flowline elevations and grade in the hydraulic analyses. The ditch bottom widths shown in the cross section drawings were also used in the hydraulics analysis and supplemented with LiDAR topographic data for the upper portion of the ditch cross section as well as for the overbank areas along the ditch.

The Lateral A plan, profile and cross sections are in the sea level datum NGVD of 1929. Elevations were converted to the datum of NAVD88 using the following equation:

$$\text{NAVD88-NGVD29} = 0.46 \text{ feet}$$

This conversion is based upon the average difference between the two datums at two benchmarks located near the project site (**Table 4**). Elevations at each benchmark are listed in the MNDOT Geodetic Data Sheet for each benchmark.

Table 4. Benchmark Data Used In Sea Level Datum Conversion

Geodetic monument	NGVD1929 (feet)	NAVD1988 (feet)	NAVD88-NGVD29 (feet)
44 NH	1017.101	1017.514	0.413
TT 31 NH	1037.055	1037.554	0.499
		Average	0.46

Hydraulics:

Hydraulics work included analysis of the hydraulics of each culvert crossing and the Lateral A channel in the study area. Hydraulics were analyzed with a HEC-RAS hydraulic model. The model was prepared for the Lateral A reach and for County Ditch 52 upstream. The hydraulic model includes the culvert crossings and channel cross sections needed to analyze the sizes of existing and proposed culverts. **Figure 1** is a map showing the alignment of Lateral A in the study area as well as the location of the channel cross sections used in the hydraulic model.

Figure 1. Lateral A HEC-RAS Alignment in Study Area

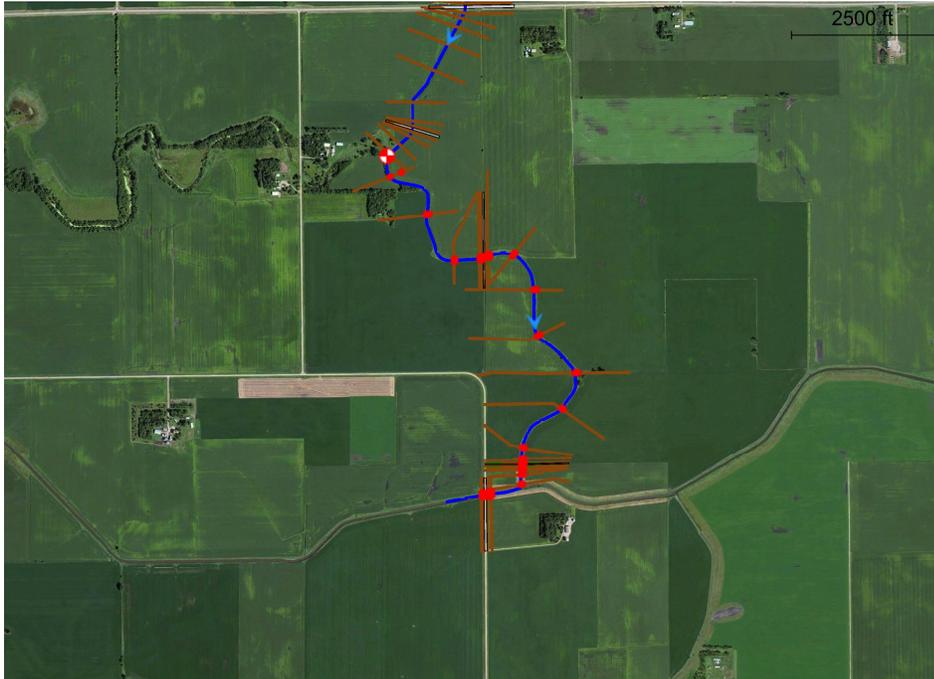
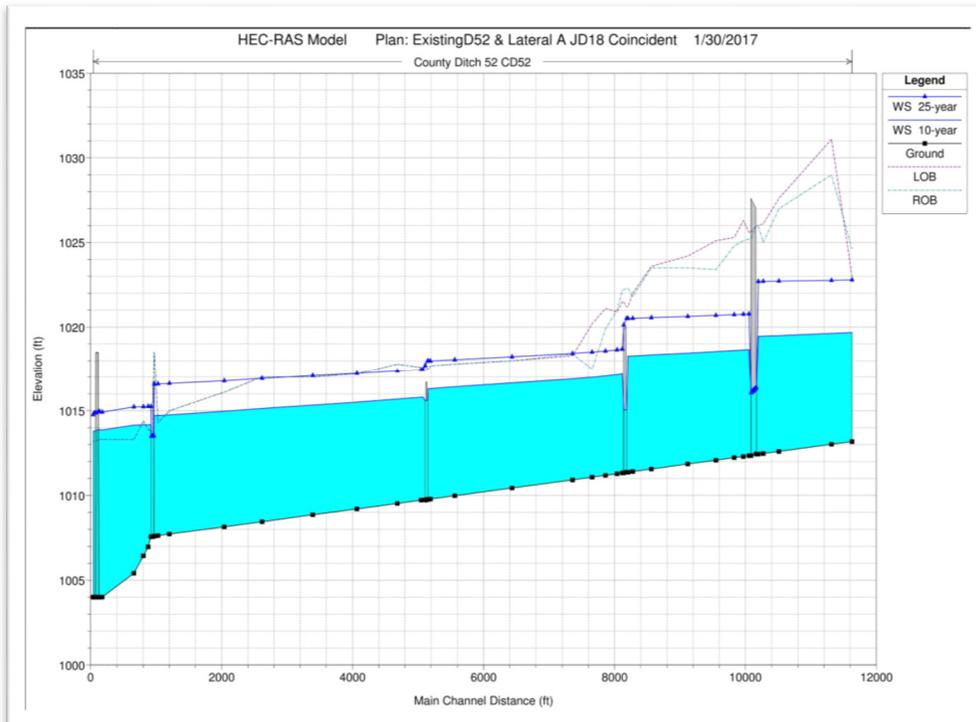


Figure 2 is a channel profile drawing of Lateral A (and part of County Ditch 52) showing the existing conditions water surface profiles of the 10-year and 25-year flood. **Tables 5** and **6** below list the hydraulics characteristics of the existing Lateral A crossings.

Figure 2. Water Surface Profiles for 10-Year and 25-Year Floods for Existing Conditions



The Station 45+00 field crossing elevation over the culvert is 1016.7 feet. This crossing will pass a 10-year design flow, but has only 0.4 feet of freeboard. The field crossing at Station 45+00 will be overtopped in storms of greater than 10-year capacity (e.g. 25-year event).

The overtopping elevation of the field crossing at Station 3+00 appears to be elevation 1017.9 feet, but water will flow overland around the crossing at approximately 1016.5 feet. This field crossing will pass both a 10-year and 25-year design event, but water will begin to flow overland around the crossing during a 25-year event.

Table 5: Hydraulics of Existing Lateral A Station 45+00 Crossing (1 line of 72" CMP-Culvert)

Design Storm Event	Peak Flow (cfs)	Tailwater Elevation (feet)	Headwater Elevation (feet)	Stage Increase (feet)	Culvert Mean Velocity (feet/second)	Channel Mean Velocity Downstream from Crossing (feet/second)	Comments
10-year	119	1015.8	1016.3	0.5	4.2	1.5	
25-year	185	1017.5	1018.0	0.5	8.4	1.4	Crossing overtops.

Table 6: Hydraulics of Existing Lateral A Station 3+00 Crossing (1 line of 72" CMP-Culvert)

Design Storm Event	Peak Flow (cfs)	Tailwater Elevation (feet)	Headwater Elevation (feet)	Stage Increase (feet)	Culvert Mean Velocity (feet/second)	Channel Mean Velocity Downstream from Crossing (feet/second)	Comments
10-year	123	1014.2	1014.7	0.5	4.4	1.2	
25-year	192	1015.3	1016.6	1.3	6.8	1.4	Overland flow begins

The existing crossings on Lateral A appear to be sized about right for passing a standard 10-year ditch design flow. However, the following unsteady hydraulics analysis shows that if culverts on CD 52 are increased in size to 72" diameter, flows and stages would increase within Lateral A.

Therefore, the Lateral A culverts should also be increased in size by a similar amount of 10 square feet.

Downstream Impacts of Culvert Size Changes on CD 52 and Lateral A

During the January 17, 2017 County Ditch 52 hearing, the County Board directed that additional hydraulic analyses be prepared for two additional crossings at Station 3+00 and Station 45+00 on Lateral A of Judicial Ditch 18. The Board also requested a downstream impacts hydraulic study of the proposed culvert changes on County Ditch 52 and Lateral A of Judicial Ditch 18. This report summarizes the downstream impacts analyses.

The downstream impacts analyses included developing an unsteady HEC-RAS model. An unsteady hydraulic analysis is needed to simulate the variations of flow, depth and floodplain storage that will result within the ditch system from potential culvert sizing changes on County Ditch 52. Model results will help to assess the impacts of the culvert size changes on the flow and depth downstream within both Lateral A and Judicial Ditch 18.

Rainfall Runoff Modeling

A rainfall-runoff model was completed to determine runoff hydrographs from the contributing drainage area for use in the unsteady hydraulic model. The rainfall runoff model was developed using the Storm and Sanitary Analysis (SSA) model developed by Autodesk, Inc., which utilizes NRCS TR-20 methodologies to compute runoff. The model was used to determine runoff hydrographs from the County Ditch 52 and Lateral A contributing drainage areas. The precipitation depth duration and frequency data used in the model is from the recent NOAA Atlas 14 publication. **Table 7** lists the 24-hour rainfall depths used in the hydrology model.

Table 7. 24-Hour Rainfall Depths

Precipitation Depth Duration Frequency Data from NOAA Atlas 14					
Average Recurrence Interval (years)	2-year	5-year	10-year	25-year	50-year
24-hour Precipitation (inches)	2.69	3.35	3.97	4.93	5.75

Runoff curve numbers of 72 were used to represent the soils and landuses of the drainage area. Runoff hydrographs for a range of storm events were input to an unsteady HEC-RAS hydraulic model and adjusted for calibration of the hydraulic model to USGS regression peak flows and steady state HEC-RAS stages at the field crossings on Lateral A and the downstream two crossings on County Ditch 52. The calibration goal targets for flow were within 20% of regression peak flows, and for stage were within 1 foot of steady state HEC-RAS results. The calibration targets and unsteady model results are printed in a table in **Appendix A**.

Unsteady Hydraulics Modeling

The unsteady hydraulic model was developed to include both County Ditch 52 and Lateral A, as well as a short reach of Judicial Ditch 18 near the outlet of Lateral A. The model was used to route hydrographs through the CD 52 and Lateral A drainage systems to determine downstream impacts of culvert size

changes that are being considered. Simulations included a range of precipitation events such as the 2-year, 10-year, 25-year, and 50-year recurrence interval 24 hour storm events.

The unsteady hydraulic model was used to simulate the existing conditions in CD 52, Lateral A and JD 18 near the outlet of Lateral A. The model was next modified to include the proposed culvert size increases on CD 52 and used to simulate the downstream effects of the changed pipe sizes on CD 52 at County Road 6 and a field crossing. The CD 52 pipes were assumed to be increased in size to 6 foot diameter as discussed with the Swift County Board and Ditch System at a public hearing on January 17, 2017.

Downstream Impacts on Lateral A

In the steady flow hydraulic analysis, the field crossing pipe sizes on Lateral A appeared to be reasonable for the ditch system drainage areas being served. However, the unsteady modeling shows that the proposed changes in pipe sizes on CD 52 results in increases in the flow and stage within Lateral A. **Figures 3A, 3B, and 3C** are profile drawings of 10-year, 25-year and 50-year floods on Lateral A and County Ditch 52 with existing and proposed CD 52 72" culvert size conditions. Each profile drawing extends from Judicial Ditch 18 to near CD 52 Branch 1.

The 10-year results show a small increase in peak flows, about 4 cfs greater than existing flows. The water surface elevations along the channel are also similar to existing, with increases typically less than 0.1 feet. The 25-year and 50-year results show larger increases in peak flows and stages along the channel. The 25-year results show an increase in peak flows of about 30 cfs greater than existing conditions, and water surface elevations along the channel increased about 0.2 feet. The 50-year results show an increase in peak flows of about 40 cfs greater than existing conditions, and water surface elevations along the channel increased from 0.1 to 0.3 feet.

Comparison of the existing Lateral A conditions with those showing the culvert increases on CD 52, indicate a need to increase the culvert waterway areas of the Lateral A crossings by about 10 square feet. This increase in waterway area is similar to the proposed culvert size increases on the two County Ditch 52 crossings. Simulations including larger 84" diameter culverts at the Lateral A field crossings, show that the increased waterway areas helps to carry the flows through the crossings and reduces the water surfaces along the channel.

Figures 4A, 4B, and 4C are profile drawings of 10-year, 25-year and 50-year floods on Lateral A and County Ditch 52 with existing and proposed 72" culvert sizes on CD 52 (at the subject crossings) and proposed 84" culvert sizes at the Lateral A field crossing sites.

In a 10-year flood, the larger proposed 84" culverts at the Lateral A field crossings reduce the water levels along Lateral A from about 0.1 to 0.3 feet, even though the flow increases about 5 cfs due to the pipe changes on CD 52 and Lateral A.

In a 25-year flood, the larger proposed 84" culverts at the Lateral A field crossings help to reduce impacts from upstream on the water levels along Lateral A. Some areas show water levels about 0.1 lower than existing, and other areas show an increase in about 0.1 feet. Peak flows in the 25 year flood increase about 30 cfs due to the pipe changes on CD 52 and Lateral A.

In a 50-year flood, the larger proposed 84" culvert at the Station 3+00 Lateral A field crossing reduces the water levels to the existing level, but the larger culvert at Station 45+00 has less of an effect since the field crossing is overtopped and the proposed conditions water levels show increased depths from about 0.1 to 0.3 feet. The 50-year flow on Lateral A increases about 40 cfs due to the pipe changes on CD 52 and Lateral A.

Figure 3A. Water Surface Profiles, 10-Year Flood, Existing Conditions and Proposed CD 52 Pipe Increases

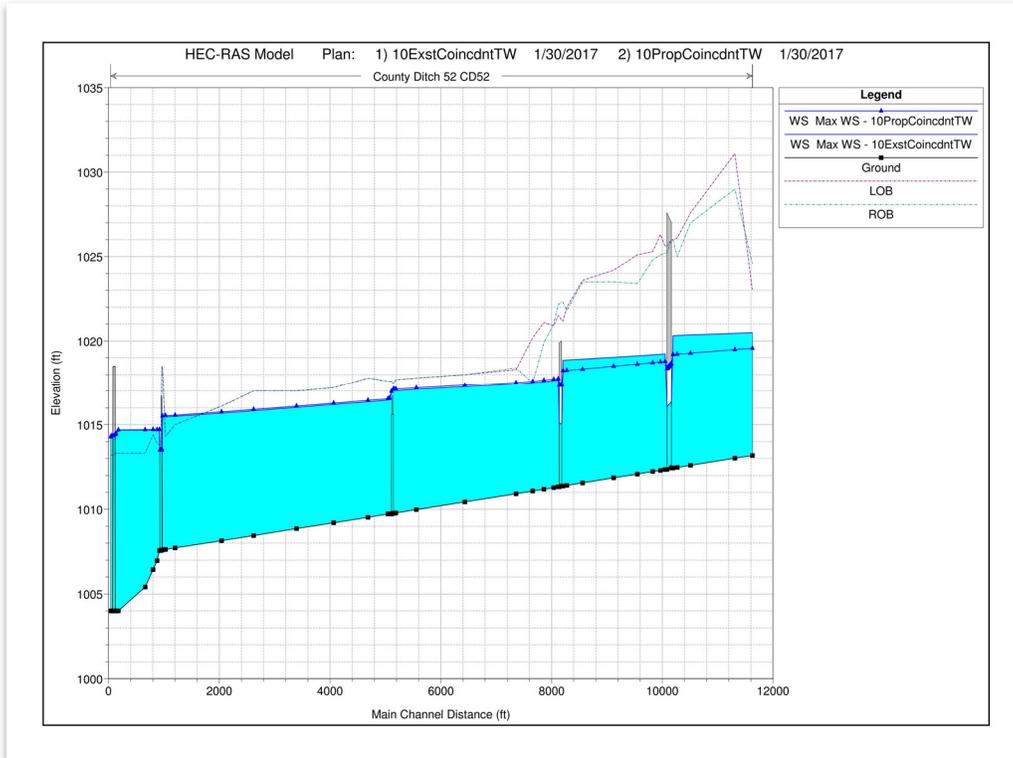


Figure 3B. Water Surface Profiles, 25-Year Flood, Existing Conditions and Proposed CD 52 Pipe Increases

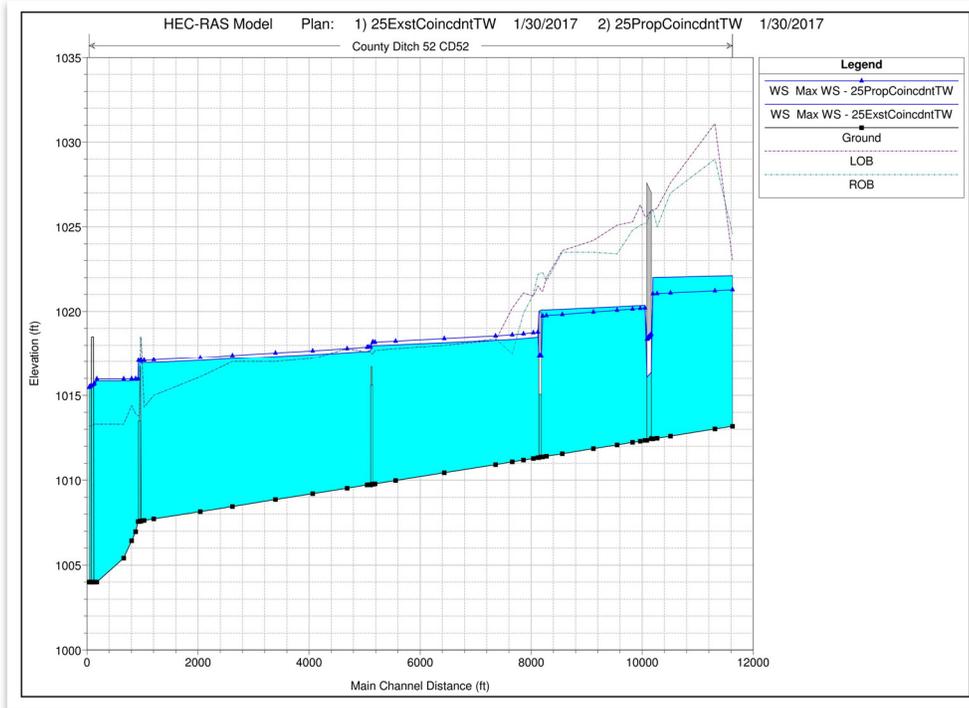


Figure 3C. Water Surface Profiles, 50-Year Flood, Existing Conditions and Proposed CD 52 Pipe Increases

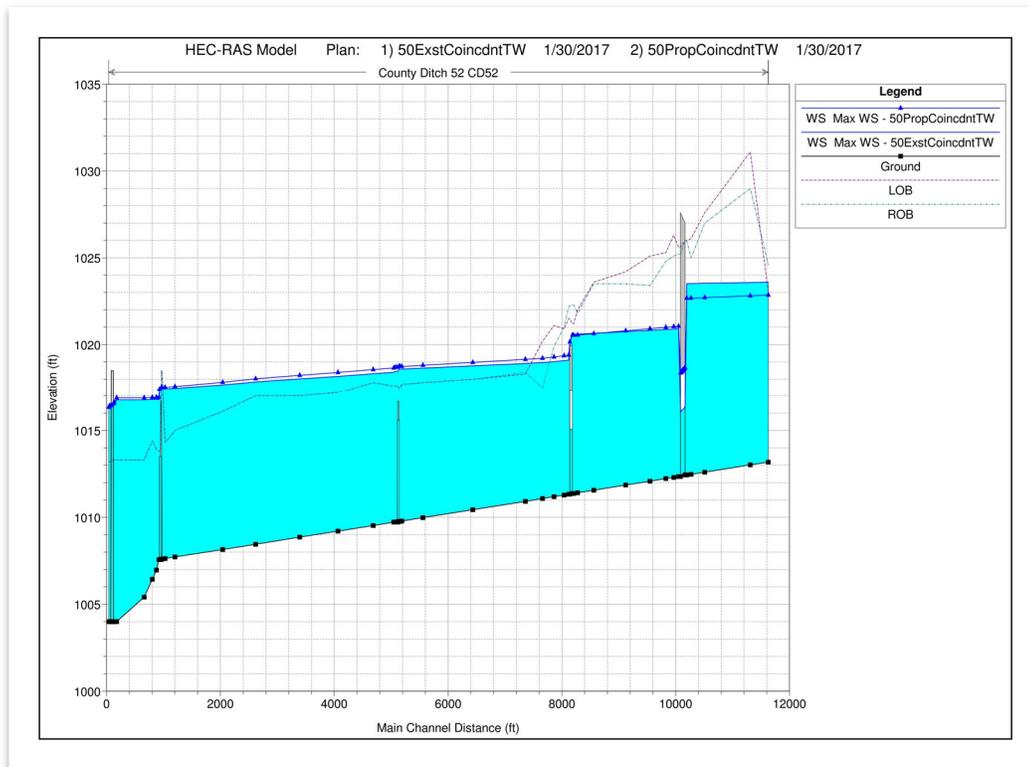


Figure 4A. 10-year Water Surfaces, Existing Conditions and Proposed Lateral A 84" & CD 52 72" Pipes

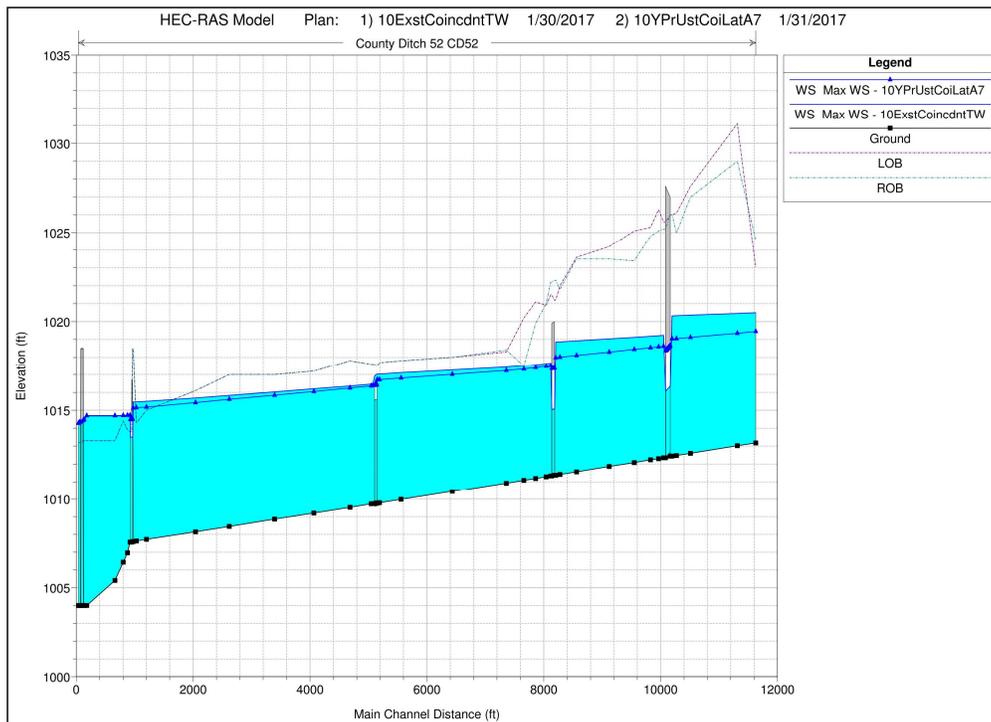


Figure 4B. 25-year Water Surfaces, Existing Conditions and Proposed Lateral A 84" & CD 52 72" Pipes

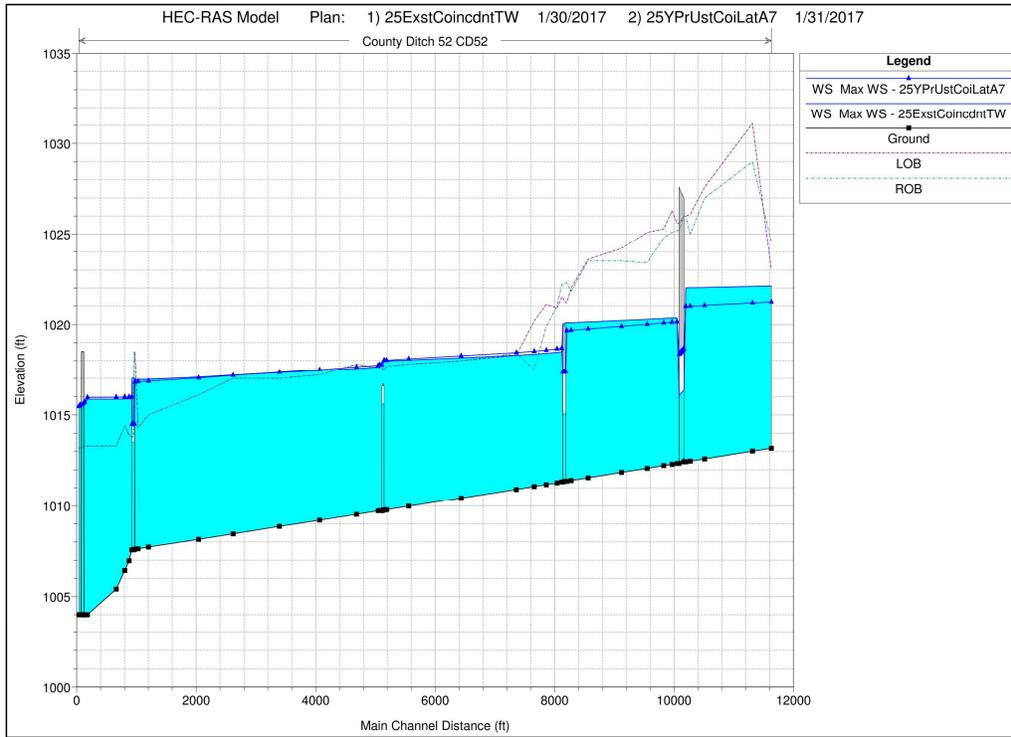
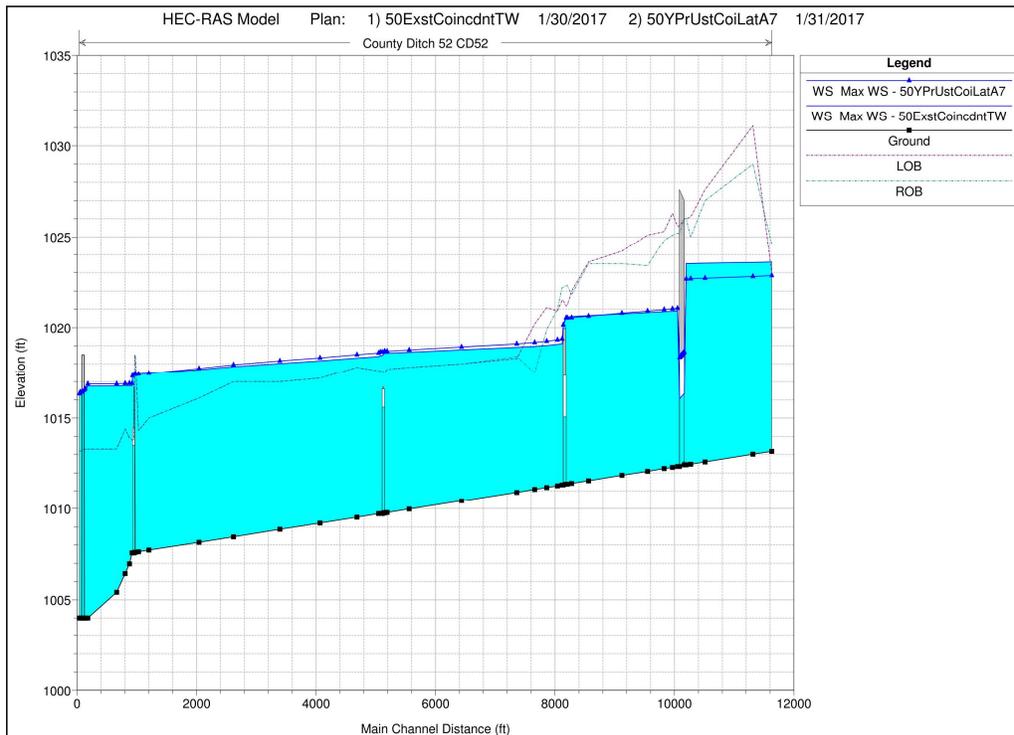


Figure 4C. 50-year Water Surfaces, Existing Conditions and Proposed Lateral A 84" & CD 52 72" Pipes



Downstream Impacts on the Main Channel of Judicial Ditch 18

The unsteady HEC-RAS model was used to route runoff through the CD52 and Lateral A ditch systems in order to determine the downstream impacts of the proposed culvert size increases. A flow versus stage rating curve for the JD 18 Main channel was developed to plot the changes in peak stage and flow due to the proposed culverts.

The hydraulic model assumes that a coincident flood is occurring in the JD 18 Main channel at the same time as the CD 52 and Lateral A floods. Coincident flows within JD18 have been estimated based on the ratios of drainage basins for the Lateral A and JD 18 Main ditches, and using a design table provided in the MN DOT Drainage Manual.² In this manner, CD52 and Lateral A floods of 10-year, 25-year and 50-year recurrence intervals are expected to occur while floods of 5-year, 9.5-year and 15.3-year recurrence are occurring within the JD 18 Main. This study is conservative because it is likely that some floods on CD 52 and Lateral A will peak prior to the floods on the main channel of JD 18.

Table 8 lists modeled downstream impacts on the JD 18 Main: increased depths of 0.02 feet, 0.09 feet, and 0.11 feet for 10-year, 25-year and 50-year floods, respectively. **Figures 5A** and **5B** are plotted rating curves for the JD 18 Main channel showing these expected increases in flow and stage. The most common floods on CD 52 and Lateral A, those that occur on average every year or two, are not expected to cause any stage or flow impact on JD 18 due to the proposed culvert increases. Integrating the flood probabilities, and the corresponding depth increases, yields an estimated average annual increase of 0.01 feet within the JD 18 main due to the proposed pipe size increases on CD 52 and Lateral A.

Table 8. JD 18 Main Channel Impacts Due to Existing and Proposed Culverts on CD 52 and Lateral A

Storm	Location	Flow (cfs)	JD 18 Existing Stage (feet)	Depth (feet)	Increased Depth (feet)
50-year With Coincident Flood On JD 18 Existing	Bridge near West 1/4 Corner of Section 21, Cashel Twp.	1832.04	1016.49	12.49	na
25-year With Coincident Flood On JD 18 Existing	Bridge near West 1/4 Corner of Section 21, Cashel Twp.	1548.32	1015.61	11.61	na
10-year With Coincident Flood On JD 18 Existing	Bridge near West 1/4 Corner of Section 21, Cashel Twp.	1209.35	1014.45	10.45	na
		Flow (cfs)	JD 18 Proposed Stage (feet)	Depth (feet)	Increased Depth (feet)
50-year With Coincident Flood On JD 18 Proposed	Bridge near West 1/4 Corner of Section 21, Cashel Twp.	1870.94	1016.60	12.60	0.11
25-year With Coincident Flood On JD 18 Proposed	Bridge near West 1/4 Corner of Section 21, Cashel Twp.	1577.05	1015.70	11.70	0.09
10-year With Coincident Flood On JD 18 Proposed	Bridge near West 1/4 Corner of Section 21, Cashel Twp.	1214.88	1014.47	10.47	0.02

² Minnesota Department of Transportation, Office of Bridges and Structures, Drainage Manual, Table 8.9 Joint Probability Analysis, Frequencies of Coincidental Occurrence, St. Paul, MN August 2000

Figure 5A. JD 18 Main Rating Curve for Existing and Proposed Culverts on CD 52 and Lateral A
(10-year, 25-year and 50-year Floods)

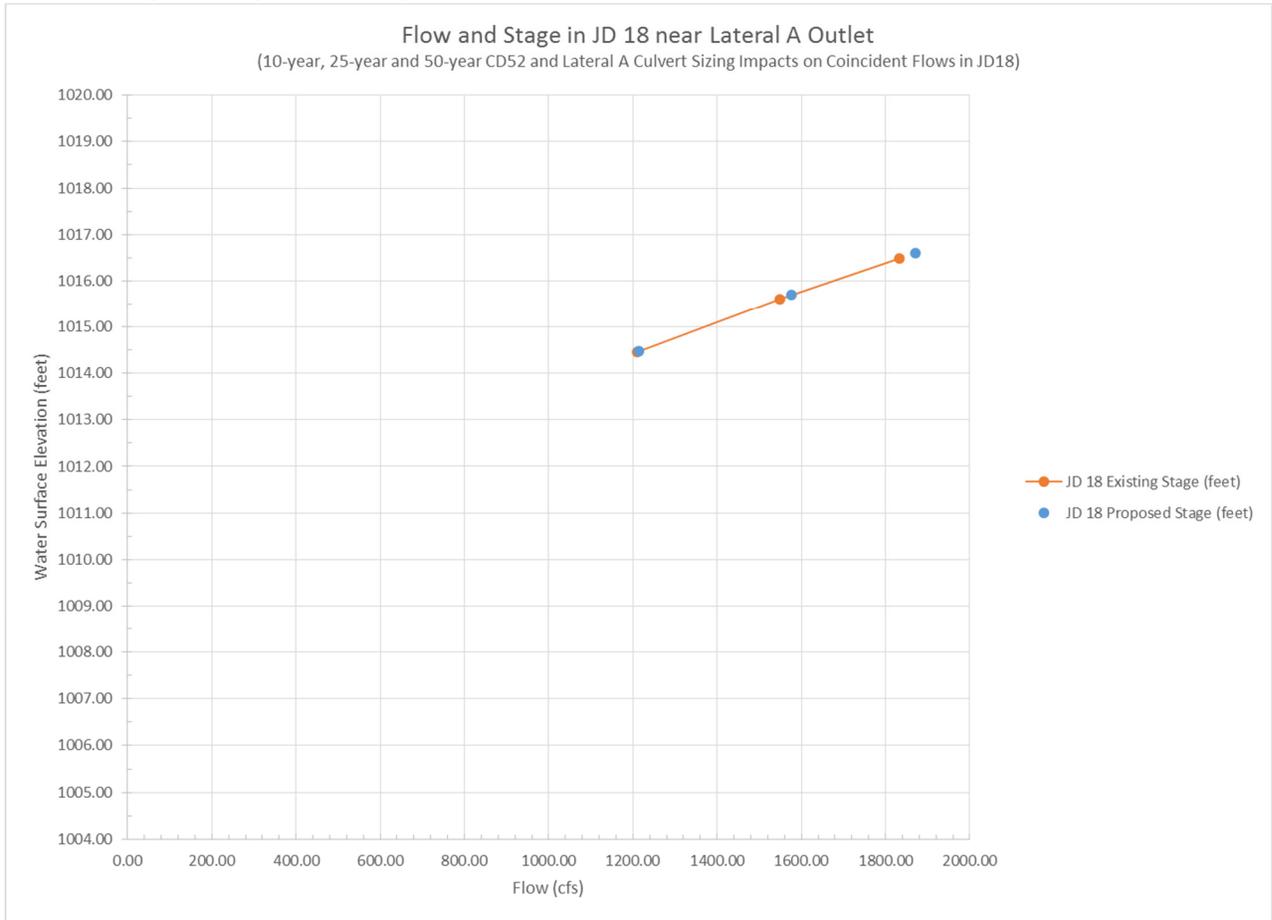
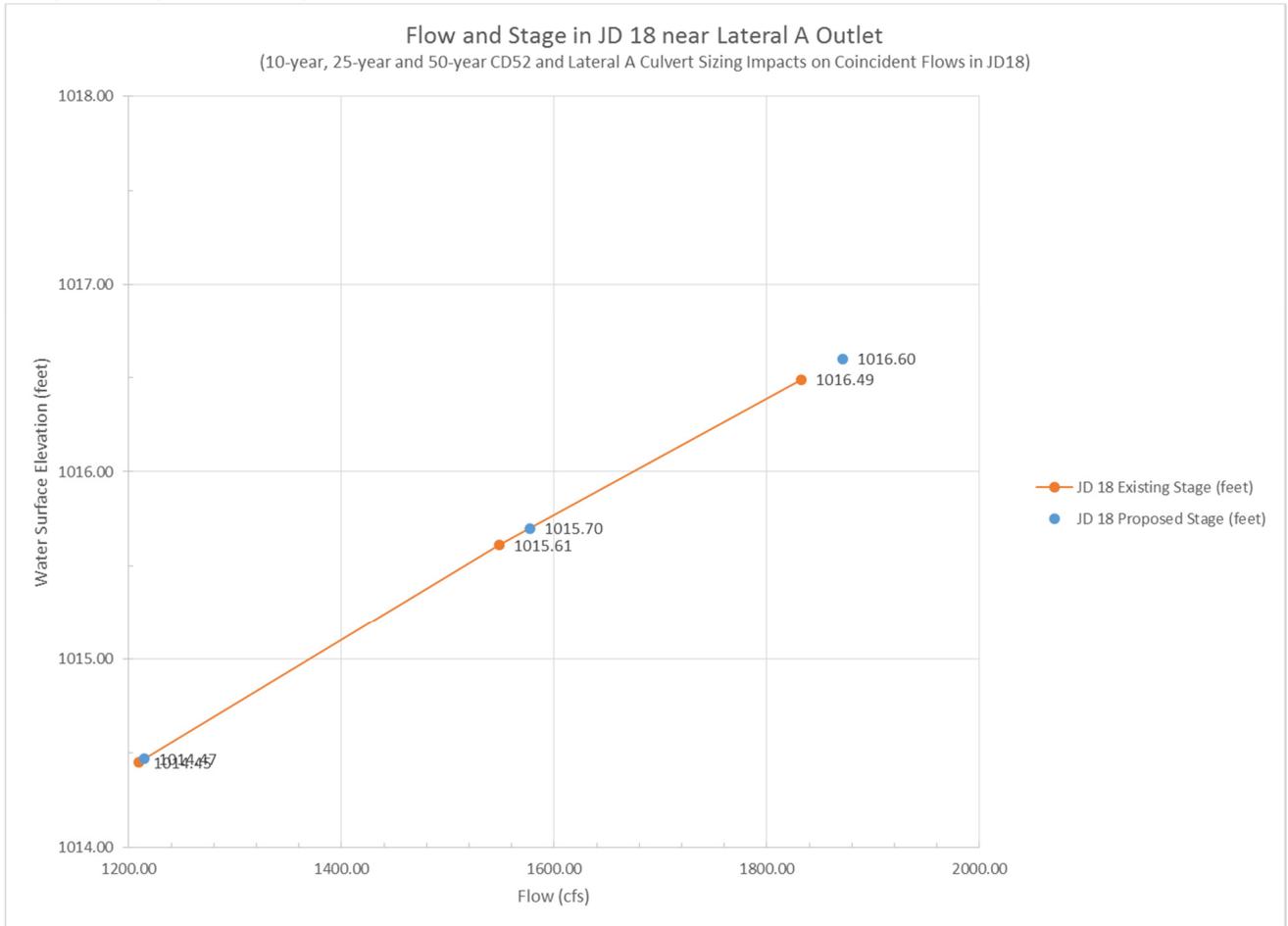


Figure 5B. JD 18 Main Channel Rating Curve for Existing and Proposed Culvert on CD 52 and Lateral A (10-year, 25-year and 50-year Floods)



Summary and Conclusions:

Sizing of Field Crossings on Lateral A

This study addresses the hydraulic capacity of two existing crossings on Lateral A of Judicial Ditch 18. A hydraulic model was constructed of the ditch and culvert crossings in the study area. The model incorporated ditch plan, profile and cross section data as well as LiDAR topographic data. Hydrology was completed to estimate the peak flows for a range of design events at each crossing. Both existing crossings include 1 line of 72" CMP culvert. The existing crossings on Lateral A appear to be sized about right for passing a standard 10-year ditch design flow. However, the unsteady hydraulics analysis shows that if culverts on CD 52 are increased in size to 72" diameter, flows and stages will increase within Lateral A. Therefore, the Lateral A culverts should also be increased in size by a similar amount of 10 square feet.

If the Drainage Authority orders the subject culverts on County Ditch 52 to be increased in size to 72" diameter, then the Lateral A culverts should also be increased in size by a similar amount of 10 square feet, to 84" diameter. An alternative field crossing design, with similar waterway area and hydraulic performance, is to retain the existing 72" CMP culverts and to add 1 line of 42" diameter culvert alongside each existing field crossing culvert. The 42" culvert will provide a waterway area of 9.6 square feet, similar to the increased area of an 84" diameter culvert versus a 72" culvert.

If the Drainage Authority orders the subject culverts on County Ditch 52 to remain at their existing size (73" x 45" RCP-Arch), then the Lateral A field crossings will be adequate for the ditch design flows expected.

Downstream Impact

During the January 17, 2017 County Ditch 52 hearing, the County Board requested a downstream impacts study of the proposed culvert changes on County Ditch 52 and Lateral A of Judicial Ditch 18.

The downstream impacts analyses included developing an unsteady HEC-RAS model. An unsteady hydraulic analysis is needed to simulate the variations of flow, depth and floodplain storage that will result within the ditch system from potential culvert sizing changes on County Ditch 52. Model results will help to assess the impacts of the culvert size changes on the flow and depth downstream within both Lateral A and Judicial Ditch 18.

Comparison of the existing Lateral A conditions with those showing the culvert increases on CD 52, indicate a need to increase the culvert waterway areas of the Lateral A crossings by about 10 square feet. This increase in waterway area is similar to the proposed culvert size increases on the two County Ditch 52 crossings. Simulations including larger 84" diameter culverts at the Lateral A field crossings, show that the increased waterway areas helps to carry the flows through the crossings and reduces the water surfaces along the channel.

Modeled downstream impacts on the JD 18 Main indicate: increased depths of 0.02 feet, 0.09 feet, and 0.11 feet for 10-year, 25-year and 50-year floods, respectively. The most common floods on CD 52 and Lateral A, those that occur on average every year or two, are not expected to cause any stage or flow impact on JD 18 due to the proposed culvert increases. Integrating the flood probabilities, and the corresponding depth increases, yields an estimated average annual increase of 0.01 feet within the JD 18 main due to the proposed pipe size increases on CD 52 and Lateral A.

APPENDIX A

Calibration Goals Targets and Unsteady Model Results

10 Year				
	CD 52 at Co Rd 6	CD 52 at Downstra m Field Crossing	Lateral A 6'Dia Upper Field Crossing	Lateral A 6'Dia lower Field Crossing
Flow Target (cfs)	94	117	119	123
Unsteady Flow (cfs)	112	122	127	147
Difference Ratio	1.19	1.04	1.07	1.20
Target Stage (feet)	1019.24	1018	1015.73	1012.33
Unsteady Stage (feet)	1020.05	1018.49	1016.37	1013.15
Difference (feet)	0.81	0.49	0.64	0.82
25 Year				
	CD 52 at Co Rd 6	CD 52 at Downstra m Field Crossing	Lateral A 6'Dia Upper Field Crossing	Lateral A 6'Dia lower Field Crossing
Flow Target (cfs)	149	182	185	192
Unsteady Flow (cfs)	141	151	158	189
Difference Ratio	0.95	0.83	0.85	0.98
Target Stage (feet)	1022.61	1020.41	1017.43	1013.72
Unsteady Stage (feet)	1021.9	1019.9	1017.31	1013.99
Difference (feet)	-0.71	-0.51	-0.12	0.27
50 Year				
	CD 52 at Co Rd 6	CD 52 at Downstra m Field Crossing	Lateral A 6'Dia Upper Field Crossing	Lateral A 6'Dia lower Field Crossing
Flow Target (cfs)	197	241	245	254
Unsteady Flow (cfs)	175	187	201	272
Difference Ratio	0.89	0.78	0.82	1.07
Target Stage (feet)	1024.52	1020.75	1018.18	1015.02
Unsteady Stage (feet)	1023.49	1020.56	1018.29	1016.22
Difference (feet)	-1.03	-0.19	0.11	1.2

EMPLOYMENT AGREEMENT

AGREEMENT made this _th day of February, 2017 by and between the County of Swift, a Minnesota municipal corporation ("Employer" or "County"), and Kelsey Baker ("Employee").

The Parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee as its County Administrator. Employee's first day of employment as County Administrator is anticipated to be March 27, 2017 but may be modified by agreement of both parties. Employee agrees to serve as County Administrator in accordance with state statutes and County ordinances and to perform such other legally permissible and proper duties and functions as the County Board shall from time to time assign.
2. **TERM.** The term of the Agreement shall begin on March 27, 2017 and continue on an at-will basis as long as mutually agreeable to Employer and Employee, except that Employer may terminate Employee at any time by a majority vote of all members of the Swift County Board of Commissioners as provided in paragraph 18 of this Agreement.
3. **SALARY.** Employer shall pay Employee a salary of \$89,627 per annum, payable in regular installments according to Employer's normal payroll practices and subject to appropriate withholdings. Except as otherwise provided herein, Employer will review Employee's compensation on an annual basis during the term of this Agreement and the Agreement shall be amended automatically to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
4. **PERFORMANCE EVALUATION.** Employee shall be given an initial performance review after six (6) months and every six months thereafter. The process, form, criteria, and format for the evaluation will be mutually agreed upon by the Employer and Employee. The process at a minimum will include the opportunity for both parties to: (a) prepare a written evaluation; (b) meet and discuss the evaluation; and (c) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 (thirty) days of the evaluation meeting.
5. **PENSION PLAN.** Employer shall contribute to PERA as required by State law for Employee.
6. **MOVING ALLOWANCE.** Employer shall reimburse the Employee up to \$1,000 for reasonable expenses associated with moving her household to Swift County. Employee shall submit documentation of all moving costs incurred. Employee anticipates completion of the move by August 1, 2017.
7. **PAID TIME OFF.** Beginning on the first day of employment, the Employee shall be credited with one year of experience for the purpose of establishing the accrual rate for paid-time off. Employee shall accrue paid time off effective on her first day of employment in the manner specified in the County's personnel policies.
8. **HOLIDAYS.** Employer shall provide Employee the same holidays as enjoyed by other non-union employees.
9. **GENERAL INSURANCE.** Employer shall provide Employee the same group hospital, medical, dental, life and disability insurance benefits as provided to all other non-union employees.
10. **DUES AND SUBSCRIPTIONS.** Employer shall budget and pay the professional dues and subscriptions for Employee which are necessary for Employee's continued participation in national,

regional, state and local associations necessary and desirable for Employee's continued professional participation, growth and advancement. With County Board approval and within budget considerations, dues and subscriptions include but are not limited to the International City/County Management Association (ICMA), Minnesota Association of County Administrators (MACA) and the Minnesota City/County Management Association (MCMA).

11. **PROFESSIONAL DEVELOPMENT.** Employer shall budget and pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other committees thereof which Employee serves as a member. Professional development includes but is not limited to the Minnesota City/County Management Association annual conference, the Minnesota Association of County Administrators annual conference, and the Association of Minnesota Counties annual conference. Employee shall use good judgment in her outside activities so she will not neglect her primary duties to the Employer.
12. **AUTOMOBILE.** The County will reimburse Employee for mileage for use of the Employee's personal vehicle for County business, in accordance with Internal Revenue Service regulations and Employer's policies and procedures.
13. **GENERAL EXPENSES.** Employer shall reimburse Employee miscellaneous job related expense which it is anticipated Employee will incur from time to time when provided appropriate documentation.
14. **HOURS OF WORK.** It is understood that the position of County Administrator requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Employee may absent herself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and other weekend meetings at other than normal working hours.
15. **OUTSIDE ACTIVITIES.** The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching or consulting opportunities, subject to the Employer's consent, with the understanding that such arrangements shall not constitute interference with or a conflict of interest with the Employee's responsibilities under this Agreement.
16. **INDEMNIFICATION.** Employer shall defend and indemnify Employee pursuant to Minnesota Statutes, Chapter 466.07 and Chapter 465.76. However, such indemnification shall not extend to criminal acts or intentional torts committed by employee. In addition, Employer shall defend, hold harmless, and indemnify Employee from all non-intentional torts; civil damages, penalties, and fines; violations of statutes, laws, rules and ordinances, provided the Employee was acting in good faith in the performance of the duties of the position. Nothing in this paragraph shall be deemed to be a waiver by the County of any limitations on liability set forth in Minnesota Statutes, Chapter 466.
17. **TERMINATION BENEFITS.** In the event that Employee is terminated by the Employer during such time that the Employee is willing and able to perform the duties of County Administrator, then in that event, Employer agrees to pay Employee at the time of receipt of her last pay check a lump sum cash payment equal to three (3) months aggregate salary and to continue to provide and pay for the benefits set forth in paragraph 9 for a period of three (3) months following termination. However, in the event Employee is terminated at any time because of the Employee's malfeasance in office, gross misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to Employee, then Employer shall have no obligation to pay the termination benefits.

If Employer at any time during the employment term reduces the salary or other financial benefits of Employee in a greater percentage than across-the-board reduction for all non-union employees, or if Employer refuses, following written notice, to comply with any other provisions of this Agreement benefitting Employee or Employee resigns following a formal suggestion by Employer that she resign, then Employee may, at her option, be deemed to be "terminated" on the effective date of Employee's resignation and the Employee shall also be entitled to receive the termination benefits set forth above.

If Employee voluntarily resigns her position with Employer, Employee agrees to give the Employer thirty (30) days advance notice. If Employee voluntarily resigns her position with Employer, there shall be no termination pay due to Employee.

18. **GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and statutory requirements. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions of this Agreement.
19. **AMENDMENTS.** This agreement shall be amended only by mutual consent of both parties, unless otherwise provided for herein.
20. **CHOICE OF LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
21. **COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
22. **MERGER.** This Agreement supersedes all prior oral or written communications between the parties.
23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the employment relationship between the County and the Administrator, replaces all prior agreements or understandings, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.
24. **SEVERABILITY.** In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Chair and _____, and Employee has signed this Agreement, in duplicate, the day and year first written above.

EMPLOYER:

EMPLOYEE:

COUNTY OF SWIFT, MINNESOTA

KELSEY BAKER

BY: _____

Its Chair

AND _____

Its