Notice & Agenda

Swift County Board of Commissioners

Tuesday, February 20, 2018
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 February 6, 2018 Regular Meeting
	4-10	(2) Consider approving the one year contract with Hildi Inc.
	11-39	(3) Consider approving Chappell Central, Inc. contract for the Swift County Historical Society Museum
	40-41	(4) Consider approving Human Services Policies
9:04 a.m.		**Consider Approval of Commissioner warrants and review Auditor warrants reviewed**
9:05 a.m.		**Commissioner and Board reports**
9:20 a.m.		**County Administrator report**
9:25 a.m.		**Citizens Comments**
9:25 a.m.		**Ashlie Johnson, SHIP Coordinator Countryside Public Health**
	42-56	Consider approving the Swift County Tobacco Ordinance
9:40 a.m.	None	**DEED Opportunity Zone Discussion**
10:00 a.m.		**Blake Knisley**
	57-76	Consider approving request for acquisition by the U.S. Fish and Wildlife Service
10:30 a.m.		**Catie Lee, Human Services**
	77-105	Monthly Update
11:00 a.m.		**Other Business**
	106-113	Appleton PD Discussion
	None	OHV Land Discussion
	None	Strategic Planning Discussion
11:30 a.m.		**Riverview Dairy Tour – Louriston Township, Chippewa County**
1:00 p.m.		**Adjournment**

SWIFT COUNTY BOARD MINUTES
February 06, 2018

Chairman Rudningen called the meeting to order at 9:02 AM with all members present. Also present: County Administrator Kelsey Baker, County Attorney Danielle Olson, County Auditor Kim Saterbak, Human Services Director Catie Lee, Chelsey Bagent GIS Coordinator, Mat Runke GIS Midwest, Terri Orr and others.

Chairman Rudningen asked if there were any changes or additions to the agenda. No other changes or additions were requested.

02-06-18-01 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve the agenda as presented. Motion carried unanimously.

02-06-18-02 Commissioner P. Peterson moved and Commissioner Fox seconded to approve the Consent Agenda items: (1) Minutes from the January 16, 2018 Regular Meeting, (2) Consider approving the permission to fund the 4H Aquatic Robotics Program, (3) Consider approving to authorize signature of the required IV-D Cooperative Agreement, (4) Consider approving the Johnson Controls Proposal for the Courthouse Card Access Upgrade. Motion carried unanimously.

02-06-18-03 Commissioner Fox moved and Commissioner Hendrickx seconded to approve the Commissioner warrants as follows: Revenue: $630,063.31; Solid Waste: $25,219.89; Road and Bridge: $507,342.84, Human Services, $91.26, Debit Services, $875.00, County Ditches Fund, $10,292.30, County health insurance, $872.00, Anoka County Treasury, $2,375.00, Big Stone Co Highway Dept., $7,381.54, Busch Systems International, $8,700.00, Cee Vi Task Force, $45,343.50, City of St Cloud/Cashier, $6,776.82, Commerford Gravel Inc., $9,905.00, Geyer Recycling, $5,980.00, HIP Inc., $3,013.00, Life Insurance Co of N. America, $2,060.51, Lund Implement Co., $2,131.05, Maney International Of Alexandria, $3,609.18, Nicollet County Sheriff Office, $10,000.00, Prairie Five Rides,, $6,133.34, Royal Tire Inc., $3,546.94, Safe Avenues., $3,250.00, Soil Conservation Office, $17,375.00, Southwest Initiative Foundation, $2,930.00, Southwest Minnesota Workforce Council., $2,600.00, Sussner Construction Inc., $488,094.42, Treasurer, Appleton Township, $24,734.71, Treasurer, Benson Township, $30,684.10, Treasurer, Camp Lake Township, $23,123.66, Treasurer, Cashel Township, $23,275.85, Treasurer, Clontarf Township, $11,015.53, Treasurer, Dublin Township, $23,660.95, Treasurer, Edison Township, $19,175.44, Treasurer, Fairfield Township, $22,293.79, Treasurer, Hayes Township, $27,248.05, Treasurer, Hegbert Township, $17,680.77, Treasurer, Kerkhoven Township, $28,591.77, Treasurer, Kildare Township, $20,744.97, Treasurer, Marysland Township, $18,628.48, Treasurer, Moyer Township, $19,513.25, Treasurer, Phillsbury Township, $29,440.85, Treasurer, Shible Township, $18,565.80, Treasurer, Six Mile Grove Township, $21,727.82, Treasurer, Swenoda Township, $21,010.44, Treasurer, Tara Township, $18,731.95. Treasurer, Torning Township, $42,544.02, Treasurer, West Bank Township, $25,084.80, Tyler Technologies, Inc., $8,403.51, Waste Management of Northern MN, $7,509.70, Yellow Medicine County Jail, $5,743.78. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Fox reported on Chippewa River, Southern Prairie and Hospital Board. Commissioner E. Pederson reported on DAC, Water Plan, Extension, RDA, Historical Society and Appleton PD discussion. Commissioner P. Peterson reported on 6W Corrections, Appleton PD discussion, Construction Meeting, HRA, Prairie 5 Community Action, Supporting Hands Nurse Partnership. Commissioner Hendrickx reported on Southern Prairie, AMC and Prairie Waters. Chairman Rudningen reported on Prairie Lakes Youth, Extension.

Chairman Rudningen asked at 9:25 for Citizens comments: were none

Administrator Baker reported on Insurance Report, Construction Update for Countryside Public Health and the Courthouse, Retirement at Human Services, Employee Recognition Night, Personnel Report, Moving Quotes and Courthouse Schedule.

Chelsey Bagent, GIS Coordinator and Matt Runke GIS Midwest were asking for approval on the Public facing interactive map.

02-06-18-04 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve Public facing interactive map. Questions were asked and discussion was held. Motion carried unanimously.

The board recessed at 10:07 AM.

The board reconvened at 10:15 AM.

Andy Sander, County Engineer is asking for approval to purchase a new truck and equipment plus one new Motor Grader off the State Contract.

02-06-18-05 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve purchase one new truck and equipment off of the State Contract. Motion carried unanimously.

02-06-18-06 Commissioner P. Peterson moved and Commissioner Fox seconded to approve purchase one new Motor Grader off the State Contract. Motion carried unanimously.

Ron Vadnais, County Treasurer updated the board on 4th Quarter 2017 cash & investments.

Kim Saterbak, County Auditor updated the board on 4th Quarter 2017 Executive Department Budget Report.

Administrator Baker discussed starting a Financial Committee a discussion was held.

Catie Lee, Human Services Director is asking for approval on a resolution to support the state bonding for state capital expenses for behavioral health needs.

02-06-18-07 Commissioner Fox moved and Commissioner P. Peterson seconded to approve a resolution to support the state bonding for state capital expenses for behavioral health needs. Motion carried unanimously.

Administrator Baker discussed the Engagement Letter. The Engagement letter is with Flaherty & Hood to provide Legislative Professional services jointly to the City of Benson, Swift County and the Swift County Benson Hospital. A discussion was held and approved to move forward.

02-06-18-08 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve the Engagement Letter with Flaherty & Hood. Motion carried unanimously.

Dave Barrett Veteran Service Officer discussed the Blandin Leadership Training. The other Swift county employee's attending the Blandin meeting was Amanda Ness and Jennifer Frost. Several questions were asked and a discussion was held.

02-06-18-09 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 10:56 AM.

WITNESSED:

_____

Eric Rudningen, Chair

ATTEST:

_____

Kelsey Baker, County Administrator

Request for Board Action

BOARD MEETING DATE:
February 20, 2018

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approve a one (1) year contract with Hildi Inc.	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Board approval on contracts is required.
BACKGROUND/JUSTIFICATION: Hildi Inc prepares the information that our auditor's use for Note 4 – Pension Plans that is included in our annual audit. The current guidelines under GASB 35 have allowed us to use a three (3) year cycle of the actuarial information in our pension plans. How often our pension information must be updated was due to the number of employees in our pension plan. Hildi Inc has allowed us to combine with Countryside Public Health and the Swift County Hospital to be the most costs effective. They prepare separate reports for each entity, but billed as one entity – Swift County. We then receive reimbursed for CPHS and Swift County Hospital for their portion. With the upcoming changes being implemented at the end of next year from GASB 35 to GASB 75, we need to enter into a one year contract with Hildi Inc., to bridge the gap for the GASB report requirement changes. After this year, every entity will be required to update their pension information every two years, no matter the number of employees. Approval of this contract will allow them to prepare the pension information for the 2017 audit year.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

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

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into and dated October 11, 2016 by and between Hildi Inc. with offices located at 11800 Singletree Lane, Suite 305, Minneapolis, MN 55344 (hereinafter referred to as the "Consultant") and Swift County with offices located at 301 14th Street North, Benson, MN 56215 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.

2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.

3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.

4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or

obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.

6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall

reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.

8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

   Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.

10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.

11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.

12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.

13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Kimberly Saterbak
Auditor
Swift County
301 14th Street North
Benson, MN 56215

If to Consultant: Hildi Inc.
11800 Singletree Lane
Suite 305
Minneapolis, MN 55344
Attn: Jill Urdahl, FSA
President/Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.

16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.

17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.

18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.

19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: Swift County	**Consultant: Hildi Inc.**
By:_____ (Authorized Signature)	By:_____ (Authorized Signature)
Name:_____ (Print or Type)	Name: Jill Urdahl
Title:_____ (Print or Type)	Title: President
Date:_____	Date:_____

(Please Note: A signature is required on both page 5 and page 6. Thank you.)

Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
Hildi Inc. Actuaries and Consultants	Consulting Actuaries	January 1, 2017	December 31, 2018

Base Fees

The approximate budget for Hildi Inc. consulting services is as follows:

	2017 Fiscal Year	2018 Fiscal Year
GASB 45	$2,500	N/A (GASB 45 will be replaced by GASB 74/75)
GASB 74	N/A	N/A
GASB 75	N/A	January 1, 2017 actuarial valuation to be used as base results. GASB 75 disclosures to be developed for the year-end December 31, 2018. Approximately $900

These Base Actuarial Fees include the following:

- An Actuarial Report including all information required by the GASB Statements. Hildi Inc. will provide an electronic copy and three hard copies.
- A results meeting by conference call to discuss the results.
- Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.
- Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.

All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation. Additional charges may occur if there is out of scope work due to an OPEB Trust, changes in funding or investment policy for the OPEBs, changes in plan provisions or assumptions, or changes in the GASB disclosure requirements.

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated October 11, 2016.

Company: Swift County **Consultant: Hildi Inc.**

(Authorized Signature) (Authorized Signature)

(Date) (Date)

(Please Note: A signature is required on both page 5 and page 6. Thank you.)

Chappell Central, Inc.

2101 Gorton Avenue NW P.O. Box 916 Willmar, MN 56201
PHONE 320-235-2151 FAX 320-235-8992

Date: February 6, 2018

To: SWIFT COUNTY
Address: PO BOX 207
BENSON, MN 56215

From: MONA BERNING
Project: SWIFT COUNTY MUSEUM HVAC UPGRADE
Location: BENSON, MN 56215

To Whom it May Concern:

We are sending you: Herewith (**X**)
Under separate cover ( )
(**1**) Copies of the following:

Description:
SIGNED CONTRACT & PAYMENT & PERFORMANCE BOND FOR SWIFT COUNTY MUSEUM - ONCE YOU HAVE SIGNED THE CONTRACT, YOU CAN EMAIL AN EXECUTED COPY TO MBERNING@CHAPPELLCENTRAL.COM

These are:
1. Submitted for approval ( )
2. Approved as noted. ( )
3. Returned for revision. Correct and resubmit. ( )
4. Other (X)

Remarks:

US Mail–(**X**) UPS–( ) Hand Deliver-- ( ) FAX–( )

Trans. 0202

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Chappell Central, Inc.
1950 Trott Avenue SW - Box 916
Willmar, MN 56201

SURETY:
(Name, legal status and principal place of business) North American Specialty Insurance Co
650 Elm Street
Manchester, NH 03101-2524

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:
(Name, legal status and address)
County of Swift
P.O. Box 241 - 1635 Hobar Ave Benson, MN 56215

CONSTRUCTION CONTRACT
Date:
1/31/2018
Amount:
$103,692.00 One Hundred Three Thousand Six Hundred Ninety-two And No/100THS
Description:
(Name and location)
Swift County Museum HVAC Upgrade

BOND
Date: 1/31/2018
(Not earlier than Construction Contract Date)

Amount: $103,692.00 One Hundred Three Thousand Six Hundred Ninety-two And No/100THS

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Chappell Central, Inc.
Signature: Paul Krueger
Name and Title: Paul Krueger Secretary

SURETY
Company: *(Corporate Seal)*
North American Specialty Insurance Co
Signature: Nicholas L. Newton
Name and Title: Nicholas L. Newton Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Newton Bonding
5620 Memorial Avenue North Suite E
Stillwater, MN 55082
Phone # 651-342-1480

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

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

2265411

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Chappell Central, Inc.
1950 Trott Avenue SW - Box 916
Willmar, MN 56201

SURETY:
(Name, legal status and principal place of business) North American Specialty Insurance Co
650 Elm Street
Manchester, NH 03101-2524

OWNER:
(Name, legal status and address)
County of Swift
P.O. Box 241 - 1635 Hobar Ave
Benson, MN 56215

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date:
1/31/2018
Amount:
$103,692.00 One Hundred Three Thousand Six Hundred Ninety-two And No/100THS
Description:
(Name and location)
Swift County Museum HVAC Upgrade

BOND
Date: 1/31/2018
(Not earlier than Construction Contract Date)

Amount: $103,692.00 One Hundred Three Thousand Six Hundred Ninety-two And No/100THS

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Chappell Central, Inc.
Signature: Paul Krueger
Name and Title: Paul Krueger Secretary

SURETY
Company: *(Corporate Seal)*
North American Specialty Insurance Co
Signature: Nicholas L. Newton
Name and Title: Nicholas L. Newton Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Newton Bonding
5620 Memorial Avenue North Suite E
Stillwater, MN 55082
Phone No. 651-342-1480

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

ss

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that __he__ executed the same as his/her/their free act and deed.

(Notary Seal) _____

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

ss

COUNTY OF Kandiyohi

On the 31 day of January, 2018, before me personally appeared Paul Krueger to me known, who being by me duly sworn, did say that he/she is the Secretary of the Chappell Central Inc, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

MONA L. BERNING
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2022

(Notary Seal)

Mona L. Berning

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

ss

COUNTY OF WASHINGTON

On the **31st** day of **January**, **2018**, before me personally appeared **Nicholas L. Newton** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **North American Specialty Insurance Co** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Amy B. Thompson

(Notary Seal)

AMY B THOMPSON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2021

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

NICHOLAS L. NEWTON, JENNIFER F. NEWTON,
MONICA TOLZMANN and AMY B. THOMPSON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19 day of DECEMBER, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 19 day of DECEMBER, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of January, 2018.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

AIA® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Thirty-First day of January in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Swift County
P.O. Box 207
Benson, MN 56215

and the Contractor:
(Name, legal status, address and other information)

Chappell Central, Inc.
1950 Trott Avenue SW
P.O. Box 916
Wilmar, MN 56201

for the following Project:
(Name, location and detailed description)

Swift County Museum HVAC Upgrades
2135 Minnesota Avenue
Benson, MN 56215

The Architect:
(Name, legal status, address and other information)

Design Tree Engineering
3339 West St. Germain Street
Suite 250
St. Cloud, MN 56301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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User Notes:

(3B9ADA23)

E701	Details	May 31, 2017
E801	Power Riser Diagram	May 31, 2017
E901	Schedules	May 31, 2017

Specifications:

Section	Title	Pages
00 01 10	Table of Contents	2
00 11 13	Advertisement for Bids	1
00 21 13	Instructions to Bidders	5
00 41 13	Bid Form	3
00 72 00	General Conditions of the Contract for Construction	1
00 73 46	Prevailing Wage Rate Requirements	3
00 73 80	Special Conditions	1
01 10 00	Summary of Work	2
01 20 00	Price and Payment Procedures	3
01 23 00	Alternates	2
01 30 00	Administrative Procedures	4
01 33 00	Submittal Procedures	5
01 40 00	Quality Requirements	2
01 50 00	Temporary Facilities and Controls	3
01 60 00	Product Requirements	3
01 70 00	Execution and Closeout Requirements	4
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	5
22 05 53	Identification for Plumbing Piping and Equipment	3
22 07 00	Plumbing Insulation	4
22 11 00	Facility Water Distribution	8
22 13 00	Facility Sanitary Sewerage	5
23 05 13	Common Motor Requirements for HVAC Equipment	2
23 05 29	Hangers and Supports for HVAC Piping and Equipment	5
23 05 48	Vibration Isolation for HVAC Piping and Equipment	7
23 05 53	Identification for HVAC Piping and Equipment	3
23 05 93	Testing, Adjusting and Balancing for HVAC	6
23 07 00	HVAC Insulation	7
23 09 00	Instrumentation and Control for HVAC	6
23 09 93	Sequence of Operation for HVAC Controls	3
23 22 13	Steam and Condensate Piping	5
23 23 00	Refrigeration Piping	7
23 31 00	HVAC Ducts and Casings	5
23 33 00	Air Duct Accessories	4
23 37 00	Air Outlets and Inlets	2
23 81 26	Multi-Split System Air Conditioners	5
23 82 16	Air Coils	3

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User Notes:

23 84 13	Humidifiers	4
23 84 16	Mechanical Dehumidification Units	5
26 05 00	Common Work Results for Electrical	12
26 05 10	Selective Electrical Demolition	4
26 05 19	600 Volt Conductors and Cables	6
26 05 26	Grounding and Bonding for Electrical Systems	3
26 05 29	Supporting Devices	4
26 05 33	Raceways, Fittings, and Boxes	10
26 08 00	Testing and Commissioning of Electrical Systems	4
26 24 16	Panelboards	3
26 27 26	Wiring Devices	4
26 28 16	Safety Switches	2
26 52 00	Emergency Lighting	3
28 05 00	Common Work Results for Safety and Security	9
28 05 15	Test of Fire Alarm Systems	2
28 31 00	Fire Alarm	14

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
Addendum No. 1	June 9, 2017	1

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

N/A

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

N/A

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement.

[X] By the following date: May 1, 2018.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

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User Notes:

One Hundred Three Thousand Six Hundred Ninety-two Dollars and Zero Cents ($ 103,692.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
N/A	

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
N/A	

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

ARTICLE 4 PAYMENTS
§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

Final payment, constituting the entire balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment; and (2) a final Certificate for Payment has been issued by the Architect.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE
§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million five-hundred thousand dollars ($ 1,500,000) each occurrence, three million dollars ($ 3,000,000) general aggregate, and three million dollars ($ 3,000,000) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million five-hundred thousand dollars ($ 1,500,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

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User Notes:

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than five hundred thousand dollars ($ 500,000) each accident, five hundred thousand dollars ($ 500,000) each employee, and five hundred thousand dollars ($ 500,000) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

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User Notes:

Coverage	Limits
5.1.7.1 The contractor shall furnish a bond or bonds as described below, covering the faithful performance of the Contract and the payments of all obligations arising thereunder. The Contract will not be signed until the Owner has received the proper bond specified under this Article, issued by a bonding company licensed to do business in the State where the construction will take place, and on the current list of Company's Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accountants, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. 5.1.7.2 Furnish both AIA A312 Performance Bond and AIA A312 Payment Bond in the amount of 100% of the Contract Price. 5.1.7.3 The Performance Bond and Payment Bond shall be submitted in the exact form specified in 5.1.7.2 above, and with the certificates specified in 5.1.7.4 below, and no other modifications or addendum whatsoever shall be allowed. 5.1.7.4 Duly executed, notarized and updated Acknowledgments of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds. 5.1.7.5 Bond amounts shall not exceed the single bond limits for the Contractor's bonding company as set forth in the Federal Register current as of the bid date. 5.1.8 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.	

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

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User Notes:

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

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§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

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§ 8.6 Taxes
The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices
§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals
The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site
The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up
The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT
§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

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§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** is otherwise guilty of substantial breach of a provision of the Contract Documents.

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§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

.1 take possession of the site and of all materials thereon owned by the Contractor, and

.2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

N/A

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

N/A

***OWNER** (Signature)*	Paul Krueger ***CONTRACTOR** (Signature)*
Kelsey Baker, Swift County Administrator *(Printed name and title)*	Paul Krueger, Sales and Service Representative *(Printed name and title)* LICENSE NO.: MB003547 JURISDICTION: Minnesota

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This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the –Thirty-First day of January in the year Two Thousand Eighteen

...

Swift County
P.O. Box 207
Benson, MN 56215

...

Chappell Central, Inc.
1950 Trott Avenue SW
P.O. Box 916
Wilmar, MN 56201

...

Swift County Museum HVAC Upgrades
2135 Minnesota Avenue
Benson, MN 56215

...

Design Tree Engineering
3339 West St. Germain Street
Suite 250
St. Cloud, MN 56301

PAGE 2

.2 the drawings and specifications prepared by the Architect, dated May 31, 2017, and enumerated as follows:

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Number	Title	Date
M0.01	Mechanical Symbols and Legend	May 31, 2017
M3.01	Level 1 HVAC Plan	May 31, 2017

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M7.01	Mechanical Details	May 31, 2017
M7.02	Mechanical Details	May 31, 2017
M8.01	Mechanical Schedules	May 31, 2017
E001	Drawing Index, Symbols and Abbreviations	May 31, 2017
E101	Demolition Plan	May 31, 2017
E401	Power and Systems Plan	May 31, 2017
E701	Details	May 31, 2017
E801	Power Riser Diagram	May 31, 2017
E901	Schedules	May 31, 2017

~~Number~~	~~Title~~	~~Date~~

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Section	Title	Pages
00 01 10	Table of Contents	2
00 11 13	Advertisement for Bids	1
00 21 13	Instructions to Bidders	5
00 41 13	Bid Form	3
00 72 00	General Conditions of the Contract for Construction	1
00 73 46	Prevailing Wage Rate Requirements	3
00 73 80	Special Conditions	1
01 10 00	Summary of Work	2
01 20 00	Price and Payment Procedures	3
01 23 00	Alternates	2
01 30 00	Administrative Procedures	4
01 33 00	Submittal Procedures	5
01 40 00	Quality Requirements	2
01 50 00	Temporary Facilities and Controls	3
01 60 00	Product Requirements	3
01 70 00	Execution and Closeout Requirements	4
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	5
22 05 53	Identification for Plumbing Piping and Equipment	3
22 07 00	Plumbing Insulation	4
22 11 00	Facility Water Distribution	8
22 13 00	Facility Sanitary Sewerage	5
23 05 13	Common Motor Requirements for HVAC Equipment	2
23 05 29	Hangers and Supports for HVAC Piping and Equipment	5
23 05 48	Vibration Isolation for HVAC Piping and Equipment	7
23 05 53	Identification for HVAC Piping and Equipment	3
23 05 93	Testing, Adjusting and Balancing for HVAC	6
23 07 00	HVAC Insulation	7

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N/A

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N/A

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N/A

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N/A

...

Final payment, constituting the entire balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment; and (2) a final Certificate for Payment has been issued by the Architect.

...

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million five-hundred thousand dollars ($ 1,500,000) each occurrence, three million dollars ($ 3,000,000) general aggregate, and three million dollars ($ 3,000,000) aggregate for products-completed operations hazard.

...

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million five-hundred thousand dollars ($ 1,500,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

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§ 5.1.5 Employers' Liability with policy limits not less than five hundred thousand dollars ($ 500,000) each accident, five hundred thousand dollars ($ 500,000) each employee, and five hundred thousand dollars ($ 500,000) policy limit.

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5.1.7.1 The contractor shall furnish a bond or bonds as described below, covering the faithful performance of the Contract and the payments of all obligations arising thereunder. The Contract will not be signed until the Owner has received the proper bond specified under this Article, issued by a bonding company licensed to do business in the State where the construction will take place, and on the current list of Company's Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accountants, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.
5.1.7.2 Furnish both AIA A312 Performance Bond and AIA A312 Payment Bond in the amount of 100% of the Contract Price.
5.1.7.3 The Performance Bond and Payment Bond shall be submitted in the exact form specified in 5.1.7.2 above, and with the certificates specified in 5.1.7.4 below, and no other modifications or addendum whatsoever shall be allowed.
5.1.7.4 Duly executed, notarized and updated Acknowledgments of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds.
5.1.7.5 Bond amounts shall not exceed the single bond limits for the Contractor's bonding company as set forth in the Federal Register current as of the bid date.
5.1.8 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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N/A

PAGE 14

N/A

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N/A

...

Kelsey Baker, Swift County Administrator

Paul Krueger, Sales and Service Representative

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User Notes: (3B9ADA23)

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I, RMS, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:55:19 on 01/31/2018 under Order No. 6790774402 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ - 2017, Standard Short Form of Agreement Between Owner and Contractor, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Robert M Schuster
(Signed)

Senior Mechanical Engineer
(Title)

January 31, 2018
(Dated)

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User Notes: (3B9ADA23)

Request for Board Action

BOARD MEETING DATE:
February 20, 2018

Commissioner's Report

Department Information

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

Agenda Item Details

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

Human Services Policies

Number and Name of Policy	Policy Purpose	Summary of Changes
3.301 Chore Services	To ensure the provision of chore services are provided.	Statement regarding payment was modified to include only DHS enrolled providers.
3.303 MSHO Secure Blue	Defines the agency and case managers responsibilities in executing their delegated duties to those enrolled in MSHO through BCBS MN.	There were no recommended changes to the content of the Policy.
3.501 Consumer Directed Community Supports	Clarifies the case management functions for Consumer Directed Community Support Services available through Alternative Care and Home and Community Based Waivers	There were no recommended changes to the content of the Policy.
3.502 Guardianship & Conservatorship	Guide decisions regarding the initiation of a petition for guardianship and/or Conservatorship.	This policy was completely rewritten. This should be read as a new policy due to the massive extent of change of content.
2.201 CCDTF/Rule 25 Substance Use Disorder Assessment	Policies regarding assessment, fee determination and placement of persons with substance use disorder problems.	There were no recommended changes to the content of the Policy.

All changes are either tracked and identified in the document or are in **colored** font. The Policies are located in the drop box for your review.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING:	NA

Review/Recommendation

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

Request for Board Action

BOARD MEETING DATE:
February 20, 2018

Commissioner's Report

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the Swift County Tobacco Ordinance language	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? Click here to enter text.
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Board approval on contracts is required.
BACKGROUND/JUSTIFICATION: Proposed language: Section 3, subd. 1. An application for a license to sell a licensed product shall be made on a form provided by the County. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information deemed necessary. In addition, the application shall include the applicant's proof of completion form provided at the end of the "Stop Sales to Minors" online training offered by The Association for Nonsmokers – Minnesota, which is available at www.stopsalestominors.org, [dated within the previous __ days of receipt by the County of the application for a license]. Section 2, subd. 5. The renewal of a license issued under this section shall be handled in the same manner as the original application, including the provision of proof that the applicant for renewal has completed the "Stop Sales to Minors" online training offered by The Association for Nonsmokers – Minnesota, which is available at www.stopsalestominors.org, [dated within the previous __ days of receipt by the County of the application for renewal of the license].	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

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

BOARD OF COUNTY COMMISSIONERS
SWIFT COUNTY, MINNESOTA

Resolution No: 01-05-2015-16

RELATING TO THE SALE OF TOBACCO

WHEREAS, the Swift County Board of Commissioners intends to protect and provide for the public health, safety and general welfare of the County of Swift by regulating the sale of tobacco; and

WHEREAS, pursuant to Minnesota Statute Chapter 145A.05 and Minnesota Statute Chapter 375.51, county boards may adopt ordinances to regulate actual or potential threats to the public health; and

WHEREAS, pursuant to Minnesota Statute Chapter 609.685 subd. 4 may regulate tobacco sales in the County; and

WHEREAS, it is the intention of the Swift County Board of Commissioners to approve the ordinance regulating the sale of tobacco.

NOW THEREFORE, BE IT RESOLVED that all previous ordinances "Swift County Tobacco Ordinance" are hereby repealed; and

NOW THEREFORE, BE IT FURTHER RESOLVED that the Swift County Board of Commissioners does hereby enact the attached "Swift County Tobacco Ordinance".

Commissioner Hendrickx moved to adopt the above resolution

Commissioner E. Pederson seconded the motion

Record of Vote:	AYE:	NAY:
Commissioner Fox	X	_____
Commissioner Hendrickx	X	_____
Commissioner E. Pederson	X	_____
Commissioner P. Peterson	X	_____
Commissioner Rudningen	X	_____

The motion was considered on and duly passed on the 5th day of January 2016.

Dated this 5th day of January 2016.

SWIFT COUNTY

By: Peter Peterson
Its: Chairman of the County Board

ATTEST:

Michel J. Pogge-Weaver, Clerk of the Board

SWIFT COUNTY
TOBACCO ORDINANCE

ADOPTED: January 5, 2016

EFFECTIVE: January 27, 2016

SWIFT COUNTY TOBACCO ORDINANCE

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SWIFT COUNTY TOBACCO ORDINANCE

SECTION 1. PURPOSE

Because the County recognizes that many persons under the age of 18 years purchase or otherwise obtain, possess, and use tobacco, tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery products, and such sales, possession and use are violations of both state and federal laws; and because studies, which are hereby accepted and adopted (i.e. CDC, Minnesota Department of Public Health/ASSIST) have shown that most smokers begin smoking before they have reached the age of 18 years and that those persons who have reached the age of 18 years without having started smoking are significantly less likely to begin smoking; and because tobacco use has been shown to be the cause of several serious health problems which subsequently place a financial burden on all levels of government; this Ordinance shall be intended to regulate the sale, possession, and use tobacco, tobacco related devices, electronic delivery devices, and nicotine or lobelia delivery products, for the purpose of enforcing and furthering existing laws, to protect minors against the serious effects associated with the illegal use of tobacco and related licensed products , and to further the official public policy of the State of Minnesota in regard to preventing young people from starting to smoke as stated in Minnesota Statute 144.391.

SECTION 2. DEFINITIONS AND INTERPRETATIONS

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The singular shall include the plural, and the plural shall include the singular. The masculine shall include the feminine and neuter, and vice-versa. The term "shall" means mandatory and the term "may" means permissive. The following terms shall have the definitions given them:

Subd. 1. Child-resistant packaging. "Child-resistant packaging" shall mean packaging that meets the definition as set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, when tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.

Subd. 2. Compliance Checks. "Compliance Checks" shall mean the system the County uses to investigate and ensure that those authorized to sell licensed products are following and complying with the requirements of this ordinance. Compliance checks may involve the use of minors as authorized by this Ordinance. Compliance checks may also mean the use of minors who attempt to purchase licensed products for educational, research and training purposes as authorized by state and federal laws. Compliance checks may also be conducted by other units of government for the purpose of enforcing appropriate federal, state, or local laws and regulations relating to licensed products.

Subd. 3. Electronic Delivery Device. "Electronic Delivery Device" shall mean any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device shall include any component part of such a product whether or not sold separately. Electronic delivery device shall not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment or other medical purposes, and is being marketed and sold solely for that approved purpose

Subd. 4. Indoor Area. "Indoor Area" shall mean all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent. A standard (0.011) gauge window screen is not considered a wall.

Subd. 5. Individually Packaged. "Individually Packaged" shall mean the practice of selling any tobacco or tobacco product wrapped individually for sale. Individually wrapped tobacco and tobacco products shall include, but not be limited to, single cigarette packs, single bags or cans of loose tobacco in any form, and single cans or other packaging of snuff or chewing tobacco.

Subd. 6. Licensed Products. "Licensed Products" shall mean any tobacco, tobacco related device, electronic delivery device, or nicotine or lobelia delivery device, as they are defined by this section.

Subd. 7. Loosies. "Loosies" shall mean the common term used to refer to a single or individually packaged cigarette, or any other tobacco product that has been removed from its packaging and sold individually.

Subd. 8. Minor. "Minor" shall mean any natural person who has not yet reached the age of eighteen (18) years.

Subd. 9. Moveable Place of Business. "Moveable Place of Business" shall refer to any form of business whose physical location is not permanent, including, but not limited to, any business operated out of a motorized vehicle, mobile sales kiosk, trailer, or other structure or equipment not permanently attached to the ground.

Subd. 10. Nicotine or Lobelia Delivery Products. "Nicotine or Lobelia Delivery Products" shall mean any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco or an electronic delivery device as defined in this section, not including any product that has been approved or otherwise certified for legal sale by the United States Food and

Drug Administration for tobacco use cessation, harm reduction, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

Subd. 11. Retail Establishment. "Retail Establishment" shall mean any place of business where tobacco, tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery products are available for sale to the general public. Retail establishments shall include, but not be limited to, grocery stores, convenience stores, and restaurants.

Subd. 12. Sale. A "Sale" shall mean any transfer of goods for money, trade, barter, or other consideration.

Subd. 13. Self-Service Merchandising. "Self-Service Merchandising" shall mean open displays of licensed products in any manner where any person shall have access to licensed products without the assistance or intervention of the licensee or the licensee's employee. The assistance or intervention shall entail the actual physical exchange of the licensed products between the customer and the licensee or employee. Self-service merchandising shall not include vending machines.

Subd. 14. Smoke or Smoking. "Smoke" or "Smoking" shall mean inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe, or any other tobacco or plant product, or inhaling or exhaling aerosol or vapor from any electronic delivery device. Smoking shall include being in possession of a lighted or heated cigar, cigarette, pipe, or any other tobacco or plant product or an activated electronic delivery device intended for inhalation.

Subd. 15. Tobacco or Tobacco Products. "Tobacco" or "Tobacco Products" shall mean any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including but not limited to cigarettes, cigars, cheroots, stogies, perique, granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

Subd. 16. Tobacco Related Devices. "Tobacco Related Devices" shall mean any pipe, rolling papers, or other device intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors of tobacco or tobacco products. Tobacco related devices shall include accessories or components of tobacco related devices which may be marked or sold separately.

Subd. 17. Vending Machine. "Vending Machine" shall mean any mechanical, electric or electronic, or other type of device which dispenses licensed products, upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase the licensed product.

SECTION 3. COUNTY TOBACCO RETAILER LICENSE

No person shall sell or offer to sell any tobacco, tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery products, without first having obtained a license from the county.

Subd. 1. License Application. An application for a license to sell a licensed product shall be made on a form provided by the County. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information deemed necessary. Upon receipt of a completed application, the County Auditor shall forward the application to the County Board of Commissioners, or its designee for action at its next regularly scheduled meeting. If the County Auditor, or designee, shall determine that an application is incomplete, he or she shall return the application to the applicant with notice of the information necessary to make the application complete.

Subd. 2. Action on License. The County Board or its designee may either approve or deny the license, or it may delay action for such reasonable period of time as necessary to complete any investigation of the application it deems necessary. If the County Board shall approve the license, the County Auditor or designee shall issue the license to the applicant. If the license is denied, notice of the denial shall be given to the applicant along with the notice of the applicant's right to appeal the decision.

Subd. 3. License Fees. Each application for a tobacco retailer's license shall be accompanied by a fee as set by the Swift County Board of Commissioners. Application for licenses issued after June 30 of a calendar year shall be accompanied by a prorated fee.

Subd. 4. License Term. The licensing period begins on June 30 of a calendar year and ends June 30 of the following calendar year. Each license issued shall expire on June 30 of the calendar year unless sooner revoked by the County or unless the business with respect to which the license was issued is transferred. In either case the holder of the license shall immediately surrender it to the County Auditor or designee.

Subd. 5. Renewals. The renewal of a license issued under this section shall be handled in the same manner as the original application. The request for renewal shall be made at least thirty days, but no more than sixty days before the expiration of the current license.

Subd. 6. Issuance as a Privilege and Not a Right. The issuance of a license issued under this section shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.

Subd. 7. Moveable Place of Business. No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this Ordinance.

Subd. 8. Display. All licenses shall be posted and displayed in plain view of the general public on the licensed premises.

Subd. 9. Transfers. All licenses issued under this Ordinance shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued.

Subd. 10. Revocation or Suspension. Any license issued under this Ordinance may be revoked or suspended as provided in Section 11 of the Ordinance.

SECTION 4. BASIS FOR DENIAL OF TOBACCO RETAILER'S LICENSE

The following shall be grounds for denying the issuance or renewal of a license under this Ordinance; however, except as may otherwise be provided by law, the existence of any particular ground for denial does not mean the county must deny the license. If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this section.

A. The applicant is under the age of 18 years.

B. The applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to licensed products.

C. The applicant has had a license to sell tobacco, tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery products, suspended or revoked within the preceding twelve months of the date of application.

D. The applicant fails to provide any information required on the application, or provides false or misleading information.

E. The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding such a license.

SECTION 5. LICENSEES RESPONSIBLE FOR ACTION OF EMPLOYEES

All licensees under this Ordinance shall be responsible for the actions of their employees in regard to the sale of licensed products on the licensed premises, and the sale of such an item by an employee shall be considered a sale by the license holder. Nothing in this section shall be construed as prohibiting the County from also subjecting the clerk to whatever penalties are appropriate under this Ordinance, state or federal law, or other applicable law or regulation.

SECTION 6. MANDATORY COMPLIANCE CHECKS

All licensed premises shall be open to inspection by the Swift County Sheriff's Department or its designee, Countryside Public Health, or other authorized County official during regular business hours. From time to time, but at least once a year, the county shall conduct compliance checks by engaging, with the written consent of their parents or guardians, minors over the age of fifteen (15) years, but less than eighteen (18) years, to enter the licensed premise to attempt to purchase licensed products. Minors used for the purpose of compliance checks shall be supervised by designated law enforcement officers, Countryside Public Health personnel, or other authorized County personnel. Minors used for compliance checks shall not be guilty of the unlawful purchase, or attempted purchase, nor the unlawful possession of licensed products, when such items are obtained or attempted to be obtained as part of the compliance check. No minor used in compliance checks shall attempt to use false identification misrepresenting the minor's age, and all minors lawfully engaged in a compliance check shall answer all questions about the minor's age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Nothing in this section shall prohibit compliance checks authorized by state or feral laws for education research, or training purposes, or required for the enforcement of a particular state or federal law. Compliance checks for the purpose of this Ordinance will not be performed in townships or municipalities where a similar ordinance meeting the minimum requirements of this statute exists.

SECTION 7. PROHIBITED SALES

Subd. 1. General. It shall be a violation of this Ordinance for any person to sell or offer to sell any licensed products:

A. To any person under the age of eighteen (18) years.

B. By means of loosies as defined in Section 2, Subd. 6 of this Ordinance.

C. Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic, or controlled substances

except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process. It is not the intent of this provision to ban the sale of lawfully manufactured cigarettes or other tobacco products.

D. By any other means, to any other person, in any other manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation.

Subd. 2. Vending Machines. It shall be unlawful for any person licensed under this Ordinance to allow the sale of licensed products by the means of a vending machine unless minors are at all times prohibited from entering the licensed establishment.

Subd. 3. Self-Service Sales. It shall be unlawful for a licensee under this Ordinance to allow the sale licensed products by any means whereby the customer may have access to such items without having to request the item from the licensee or the licensee's employee and whereby there is not a physical exchange of the licensed products between the licensee or his or her clerk and the customer unless minors are at all times prohibited from entering the licensed establishment and unless ninety (90) percent or more of the licensed establishment are generated by the sale of tobacco and tobacco related products.

Subd. 4. Liquid Packaging. The sale of any liquid, whether or not such liquid contains nicotine, intended for human consumption and use in an electronic delivery device, that is not contained in child-resistant packaging is prohibited. All licensees under this chapter must ensure that any liquid intended for use in an electronic delivery device is sold in child-resistant packaging. Upon request, a licensee shall provide a copy of the certificate of compliance or the full protocol laboratory testing report for the packaging used.

SECTION 8. PROHIBITED ACTS

Unless otherwise provided, the following acts shall be a violation of this Ordinance:

Subd. 1. Illegal Sales. It shall be a violation of this Ordinance for any person to sell or otherwise provide any licensed products to any minor.

Subd. 2. Illegal Possession. It shall be a violation of this Ordinance for any minor to have in his or her possession any licensed products. This subdivision shall not apply to minors lawfully involved in a compliance check.

Subd. 3. Illegal Use. It shall be a violation of this Ordinance for any minor to smoke, chew, sniff, or otherwise use any licensed products.

Subd. 4. Illegal Procurement by a Minor. It shall be a violation of this Ordinance for any minor to purchase or attempt to purchase or otherwise obtain any licensed products. This subdivision shall not apply to minors lawfully involved in a compliance check.

Subd. 5. Illegal Procurement. It shall be a violation of this Ordinance for any person to purchase or otherwise obtain such items on behalf of a minor. It shall further be a violation for any person to coerce or attempt to coerce a minor to illegally purchase or otherwise obtain or use any licensed products. This subdivision shall not apply to minors lawfully involved in a compliance check.

Subd. 6. Use of False Identification. It shall be a violation of this Ordinance for any minor to attempt to disguise his or her true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

Subd. 7. Smoking. Smoking shall not be permitted and no person shall smoke within the indoor area of any establishment with a retail tobacco license. Smoking for the purposes of sampling licensed products is prohibited.

SECTION 9. EXCEPTIONS AND DEFENSES

Nothing in this Ordinance shall prevent the providing of tobacco or tobacco related devices to a minor as part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to an alleged violation of this Ordinance for a person to have reasonably relied on proof of age as described by state law.

SECTION 10. ADMINISTRATIVE REVIEW

Subd. 1. Notice. Upon discovery of a suspected violation, the alleged violator shall be issued, either personally or by mail, a citation that sets forth the alleged violation and which shall inform the alleged violator of his or her right to be heard on the accusation. The citation shall provide notice that a hearing must be requested within ten (10) business days of receipt.

Subd. 2. Hearings. If a person accused of violating this Ordinance so requests, a hearing shall be scheduled, the time and place of which shall be published and provided to the accused violator.

Subd. 3. Hearing Officer. The Swift County Board or its designee shall serve as the hearing officer.

Subd. 4. Decision. If the hearing officer determines that a violation of this Ordinance did occur, that decision, along with the hearing officer's reasons for finding a violation and the penalty to be imposed under Section 11 of this Ordinance, shall be recorded in writing, a copy of which shall be provided to the accused violator. Likewise, if the hearing officer finds that no violation occurred, or finds grounds for not imposing any penalty, such findings shall be recorded and a copy provided to the acquitted accused violator.

Subd. 5. Appeals. Appeals of any decision made by the hearing officer shall be filed in the district court for the jurisdiction of the county in which the alleged violation occurred.

Subd. 6. Misdemeanor Prosecution. Any violation of this Ordinance is a misdemeanor. Nothing in this section shall prohibit the county from seeking prosecution as a misdemeanor for any alleged violation of this Ordinance. If the county elects to seek misdemeanor prosecution, no administrative penalty shall be imposed.

Subd. 7. Continued Violation. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

SECTION 11. ADMINISTRATIVE PENALTIES

Subd. 1. Licensees. Any licensee found to have violated this Ordinance, or whose employee shall have violated this Ordinance, shall be charged an administrative fee as follows:

First Offense:	$ 75.00
Second Offense/at same licensed premise within 24 months:	$200.00
Third and Subsequent Offense/at same licensed premise within 24 months and the license shall be suspended for not less than seven (7) days	$250.00

Second and subsequent offenses occurring on the same licensed premises after 24 months or more of a previous violation shall be treated as if it were a first offense.

Subd. 2. Minors. Minors found in unlawful possession of, or who unlawfully purchase or attempt to purchase tobacco, tobacco related devices, electronic delivery devices, or nicotine or lobelia delivery products, shall be charged an administrative penalty of $25.00 and shall participate in an appropriate educational/diversion program. In second and subsequent offenses, minors shall be charged an administrative fee of $50.00.

Subd. 3. Other Individuals. Other individuals, other than minors, regulated by subdivision 2 of this subsection, found to be in violation of this Ordinance shall be charged an administrative fee of $50.00.

SECTION 12. SEVERABILITY AND SAVINGS CLAUSE

If any section or portion of this Ordinance shall be found unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, that finding shall not invalidate the effectiveness of any other section or provision of this Ordinance.

SECTION 13. REPEAL OF PRIOR ORDINANCES

This Ordinance, upon its adoption, shall repeal the Swift County Tobacco Ordinance dated December 1, 1998.

SECTION 14. EFFECTIVE DATE

This Ordinance shall take effect upon passage and publication.

ADOPTION OF ORDINANCE

Passed and approved by the Board of County Commissioners, Swift County, Minnesota, this 5th day of January, 2016.

Peter Peterson, Chairperson

Attest: _____
Michel J. Pogge-Weaver, Clerk of the Board

APPROVED AS TO FORM AND EXECUTION:

_____
Danielle Olson, County Attorney

United States Department of the Interior

FISH AND WILDLIFE SERVICE

18965 County Highway 82
Fergus Falls, Minnesota 56537
218-736-0635

IN REPLY REFER TO:

RE – Minnesota W.A.
Swift County
Chippewa River ranch, LLC
Fladeboe, Stacy et al
Skarsten, Donald
Lahne, Sandra E.
Lahne Sandra E. et al
Lahne, Daren et al
Wentzel, Melvin

February 5, 2018

Ms. Kelsey Baker
Swift County Administrator
P.O. Box 207
Benson, Minnesota 56537

Dear Ms. Baker:

The Fish and Wildlife Service recently secured easements from Chippewa River Ranch, LLC, Stacy Fladeboe and Kevin Fladeboe, and Donald Skarsten in Camp Lake Township. An easement was also secured from Melvin Wentzel in Kildare Township. These are habitat easements, which protect both the wetland and grassland habitat on the property. They are allowed to cut hay after nesting season.

Easements were also secured from Sandra Lehne and Daren Lahne in Hegbert Township. They are two habitat easements, which allow for haying after nesting, and a wetland easement, which just protects the wetlands from draining and filling. The wetland easement doesn't limit the use of the uplands.

The easements cover the property as shown on the enclosed photos and platbook maps. The landowner will retain primary responsibility for weed control, recreational use, access, and will continue to be responsible for the payment of property taxes.

This letter confirms my intention to meet with the Board of Commissioners on February 20,2018, at 10 a.m. to request certification of these easements.

Please print out and attach a copy of this letter with the attachments for each of the County Commissioners. The information has been sent to the Township Clerk. If you have any questions, please contact me at 218-736-0635.

Sincerely,
Blake Knisley
Realty Specialist

RE-Minnesota W.A.
Swift County
Chippewa River Ranch, LLC

CERTIFICATION OF THE COUNTY BOARD OF COMMISSIONERS

In accordance with a Procedural Agreement between the Minnesota Department of Natural Resources and the U.S. Fish and Wildlife Service, dated May 23, 1962, and subsequently amended, certification by the County Board of Commissioners for acquisition of lands by the U.S. Fish and Wildlife Service is requested.

Representatives of the U.S. Fish and Wildlife Service met with the Board of Commissioners of Swift County, State of Minnesota, on February 20, 2018 and informed the Commissioners that a Grant of Easement for Wildlife Habitat Protection has been secured from Chippewa River Ranch, LLC on the following described lands:

See attached legal description

The County Board of Commissioners considered the above request for acquisition by the U.S. Fish and Wildlife Service and the Board's decision is as follows:

CERTIFIED FOR ACQUISITION:

_____ Date:_____

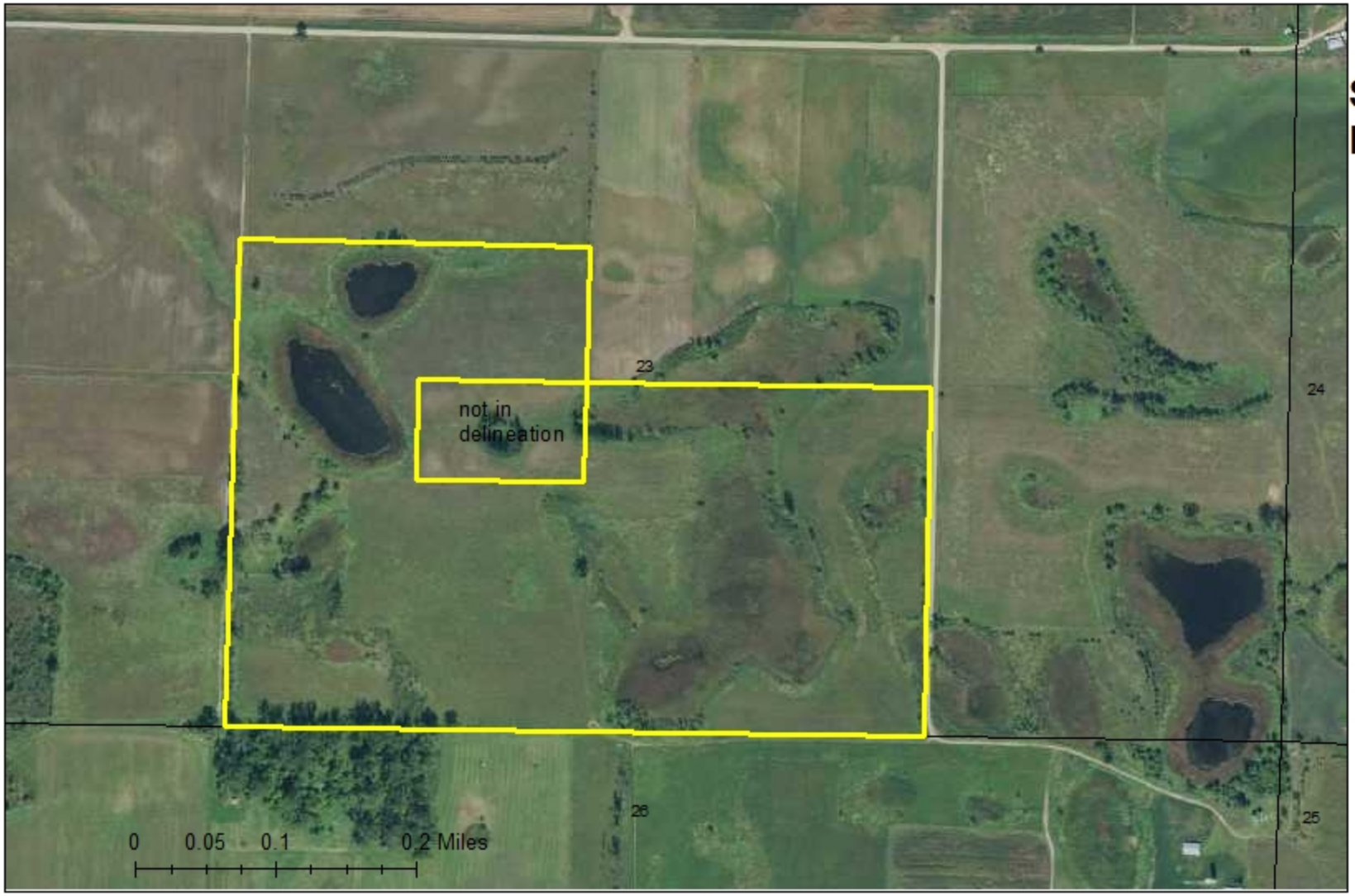
Chair
County Board of Commissioners

NOT CERTIFIED FOR ACQUISITION:

_____ Date:_____

Chair
County Board of Commissioners

Reasons:



Stacy Fladaboe Habitat Easement Delineation

County: Swift

T122N, R38W, Sec.23

Wet Acres: 27.579

Total Acres: 89.374

Hay

N

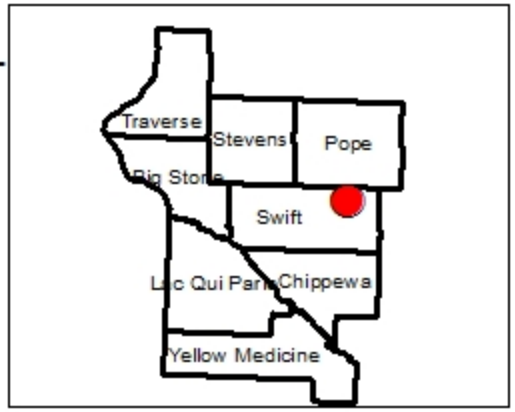
Submitted By_____

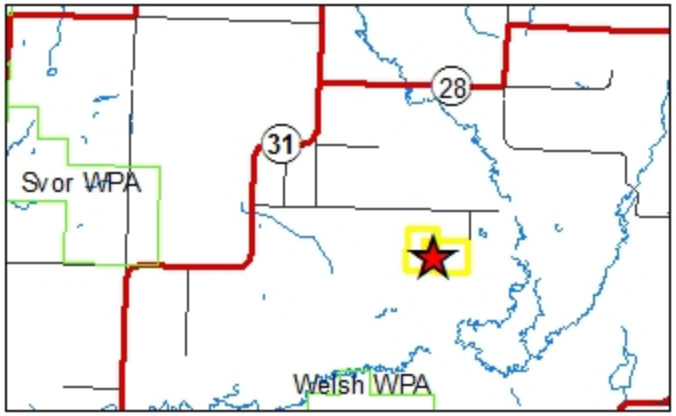
Date_____

Legend

Waterfowl Production Areas

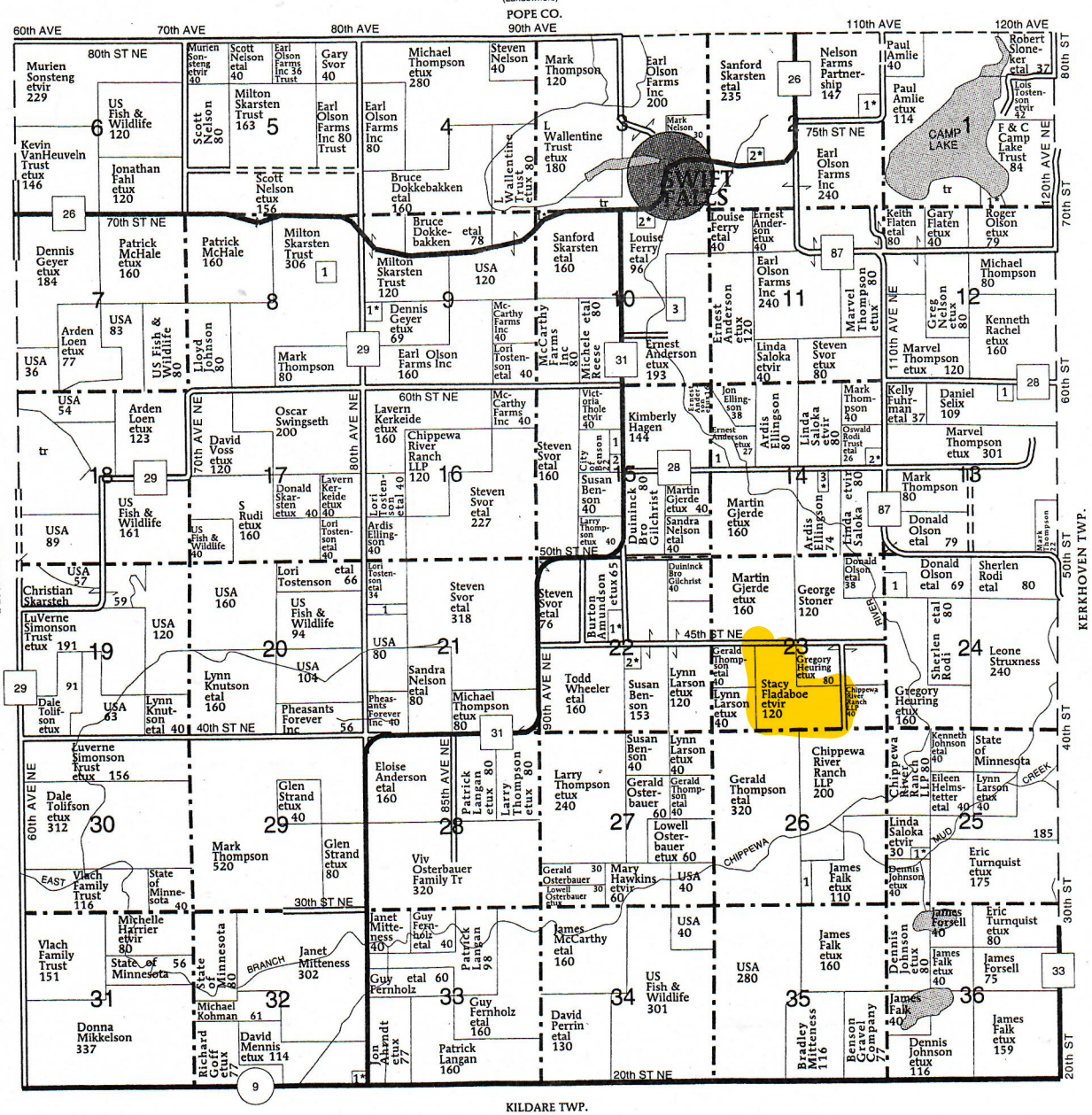
Acquisition Boundary





T-122-N CAMP LAKE PLAT R-38-W

(Landowners)



CAMP LAKE TOWNSHIP

SECTION 1
1. Olson, Roger 12

SECTION 2
1. Nelson, Darrin 13
2. Skarsten, Bryant 5

SECTION 8
1. Skarsten , Milton 10

SECTION 9
1. Geyer, Jason 11

SECTION 10
1. Stensrud, Ellsworth 12
2. Vantries, James 6
3. Anderson, Timothy 7

SECTION 13
1. Anderson, Robert 9

SECTION 14
1. Hagen, Kimberly 15
2. Anderson, Jason 14
3. Gronseth, Rick 6

SECTION 15
1. County of Swift 10
2. Larson, Christopher 8

SECTION 21
1. US Fish & Wildlife 7

SECTION 22
1. Amundson, Christopher 15
2. Knutson, Lynn 7

SECTION 24
1. Baldwin, Pamela 11

SECTION 25
1. Grendahl, Phillip 10

SECTION 26
1. Johnson, Edward 10

SECTION 32
1. Sullivan, Terrence 6

61

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Daren & Dennis Lehne Wetland Easement Delineation

County: Swift

T122N, R,43W

Section 33 & 34

Wet Acres: 67.018

Total Acres:

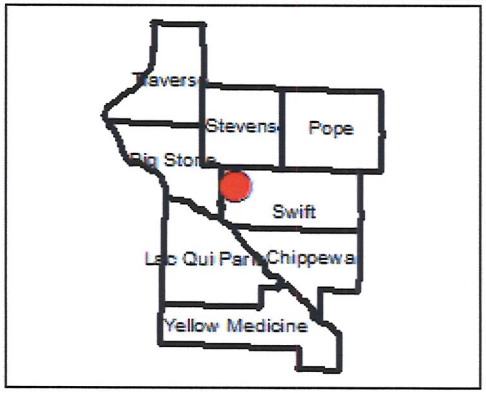
N

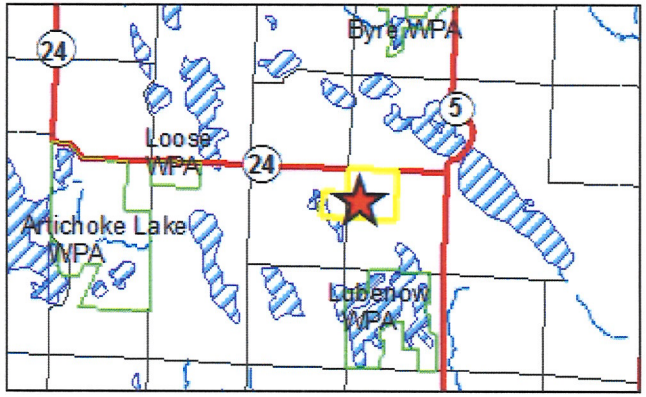
Submitted By_____

Date_____

Legend

- Acquisition Boundary
- Waterfowl Production Areas





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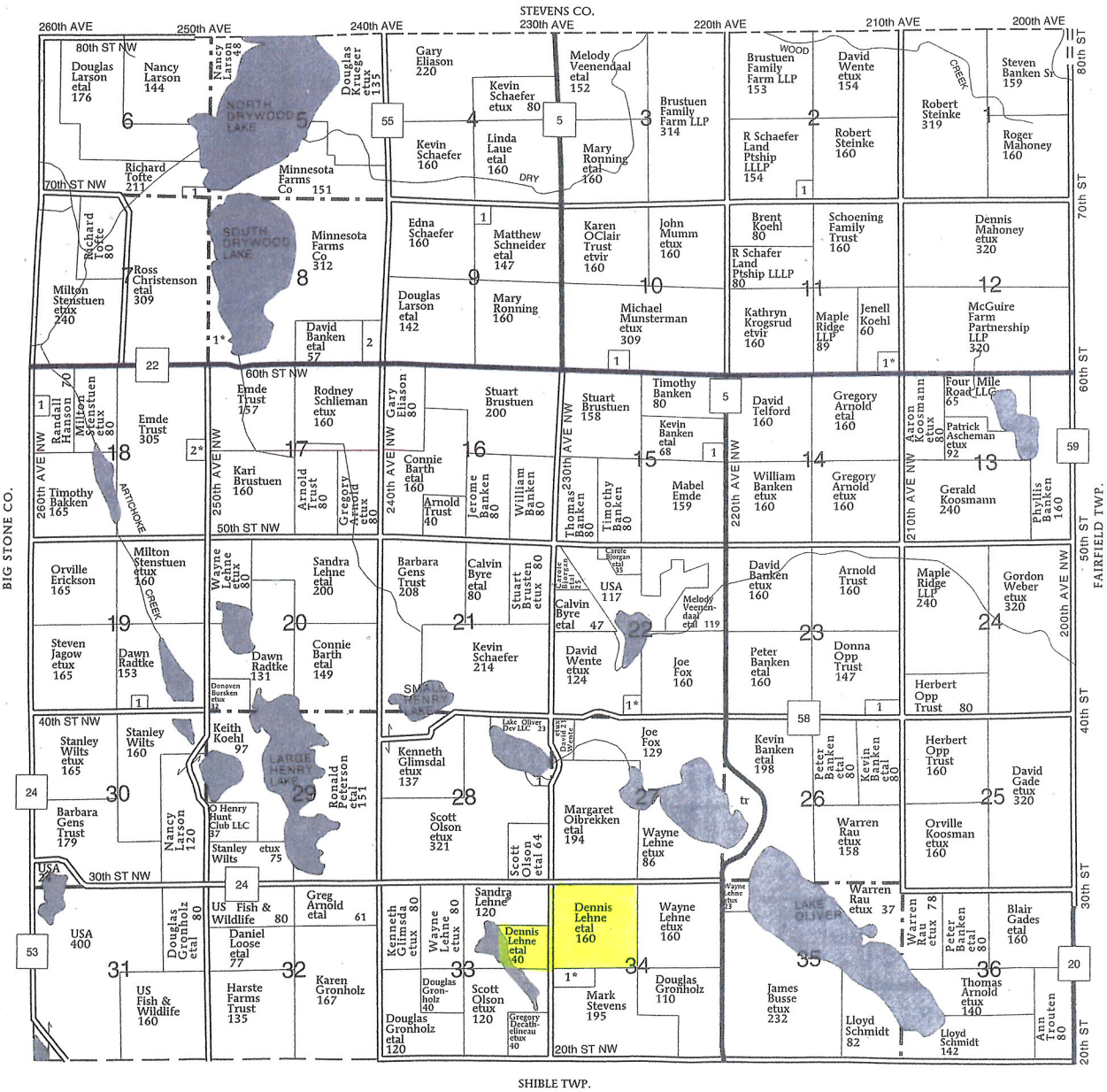
T-122-N

HEGBERT PLAT

(Landowners)

R-43-W



HEGBERT TOWNSHIP

SECTION 2
Brustuen, Rodney 6

SECTION 6
Minnesota Farms Co 10

SECTION 8
Christenson, Ross 19
2. Good Shepard Lutheran Cemetery 23

SECTION 9
1. Brustuen, Emilie 13

SECTION 10
1. Coverdale, Gary 10

SECTION 11
1. Holthaus, Ben 11

SECTION 15
1. Schmidt, Dalton 12

SECTION 18
1. Engquist, Neil 14
2. Larson, Douglas 13

SECTION 19
1. Lake Henry Country Club Inc 6

SECTION 22
1. Rieppel, Dennis 13

SECTION 23
1. Schwartz, Darrell 12

SECTION 28
1. Wettstaedt, George 8

SECTION 34
1. Stevens, Mark 15

Sandra Lehne Wetland Easement Delineation

County: Swift

T122N, R,43W

Section 33

Wet Acres: 41.779

Total Acres:120

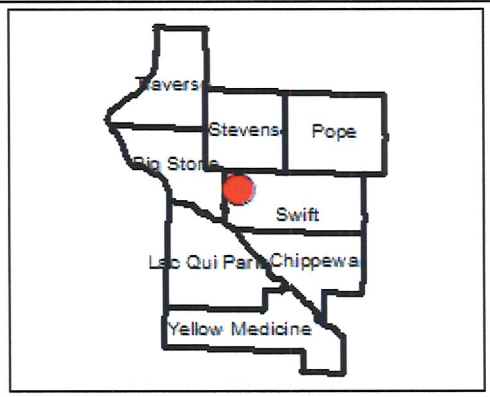
N

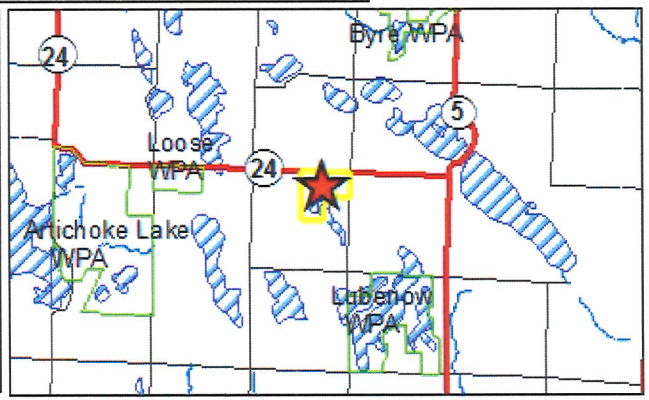
Submitted By_____

Date_____

Legend

- Acquisition Boundary
- Waterfowl Production Areas





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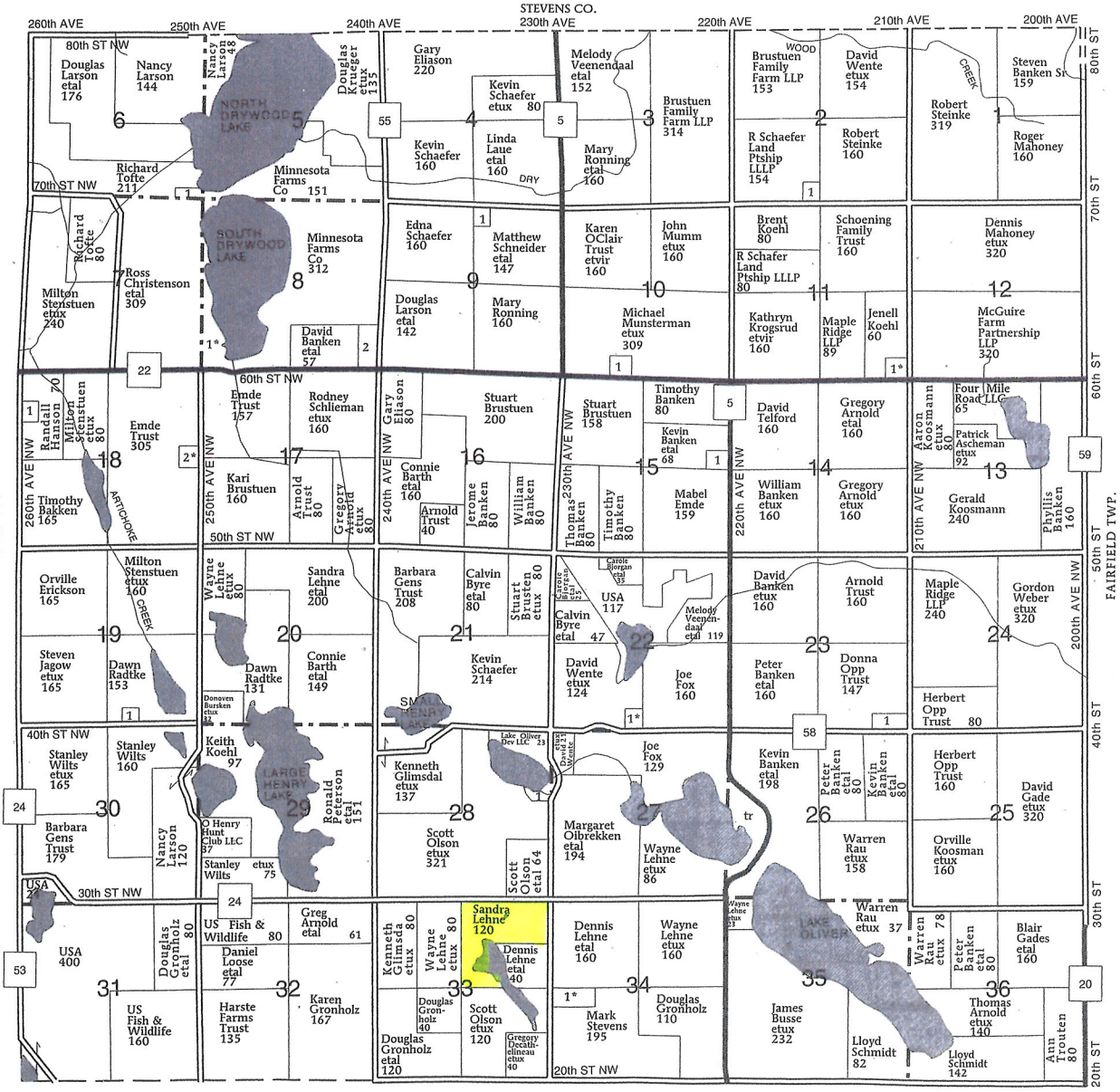
T-122-N

HEGBERT PLAT

(Landowners)

R-43-W



EGBERT TOWNSHIP

ECTION 2
Brustuen, Rodney 6

ECTION 6
Minnesota Farms Co 10

ECTION 8
Christenson, Ross 19
2. Good Shepard Lutheran Cemetery 23

SECTION 9
1. Brustuen, Emilie 13

SECTION 10
1. Coverdale, Gary 10

SECTION 11
1. Holthaus, Ben 11

SECTION 15
1. Schmidt, Dalton 12

SECTION 18
1. Engquist, Neil 14
2. Larson, Douglas 13

SECTION 19
1. Lake Henry Country Club Inc 6

SECTION 22
1. Rieppel, Dennis 13

SECTION 23
1. Schwartz, Darrell 12

SECTION 28
1. Wettstaedt, George 8

SECTION 34
1. Stevens, Mark 15

Sandra Lehne Habitat Easement Delineation

County: Swift

T122N, R,43W

Section 20

Wet Acres: 17.908

Total Acres: 38.664

Hay & Graze

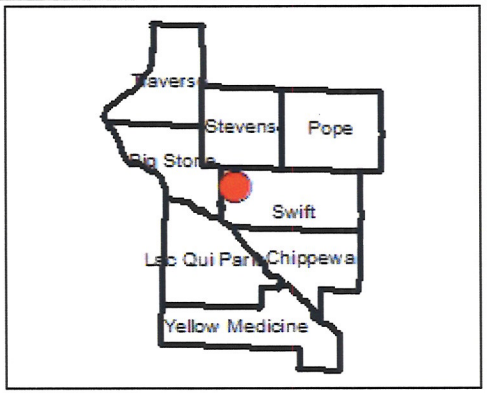
N

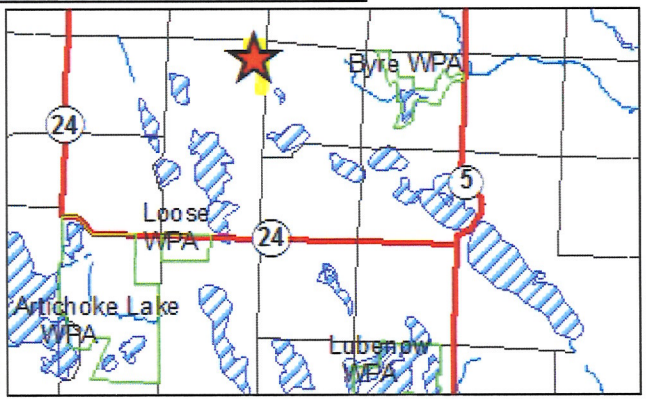
Submitted By_____

Date_____

Legend

- Acquisition Boundary
- Waterfowl Production Areas





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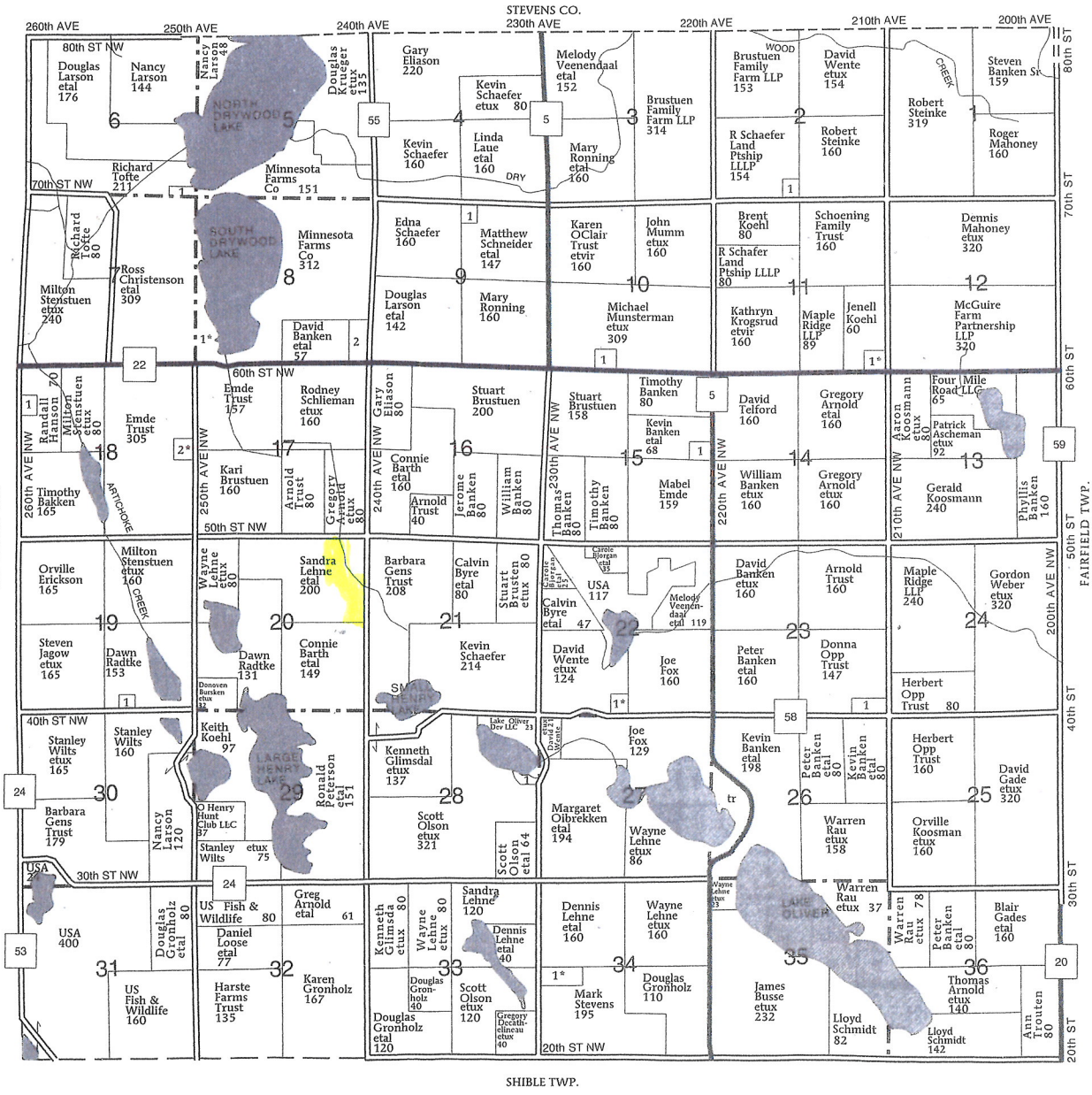
T-122-N HEGBERT PLAT (Landowners) R-43-W



EGBERT TOWNSHIP

SECTION 2
Brustuen, Rodney 6

SECTION 6
Minnesota Farms Co 10

SECTION 8
Christenson, Ross 19
2. Good Shepard Lutheran Cemetery 23

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1. Coverdale, Gary 10

SECTION 11
1. Holthaus, Ben 11

SECTION 15
1. Schmidt, Dalton 12

SECTION 18
1. Engquist, Neil 14
2. Larson, Douglas 13

SECTION 19
1. Lake Henry Country Club Inc 6

SECTION 22
1. Rieppel, Dennis 13

SECTION 23
1. Schwartz, Darrell 12

SECTION 28
1. Wettstaedt, George 8

SECTION 34
1. Stevens, Mark 15

Skarsten Habitat Easement Delineation

County:Swift

T122N, R38W,

Section 17

Wet Acres: 20.683

Total Acres:40.0

Hay

N

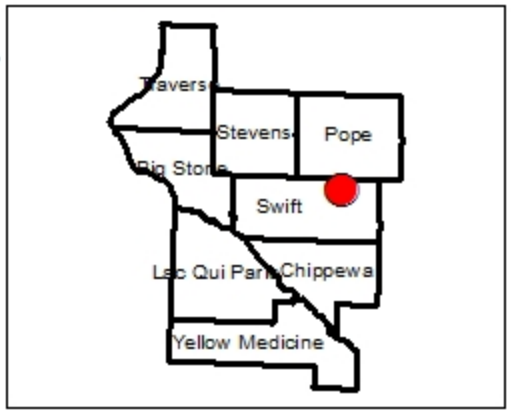
Submitted By_____

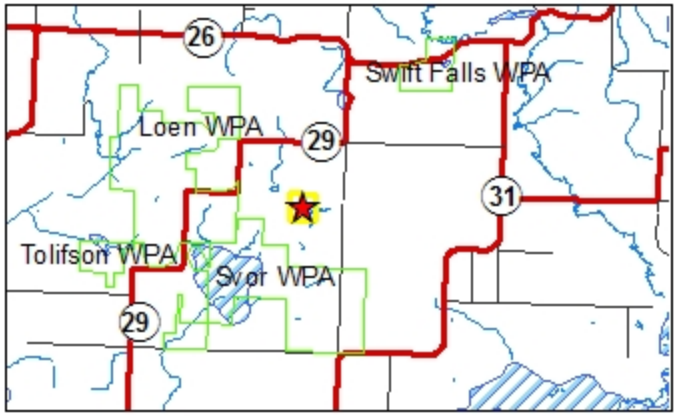
Date_____

Legend

Acquisition Boundary

Waterfowl Production Areas





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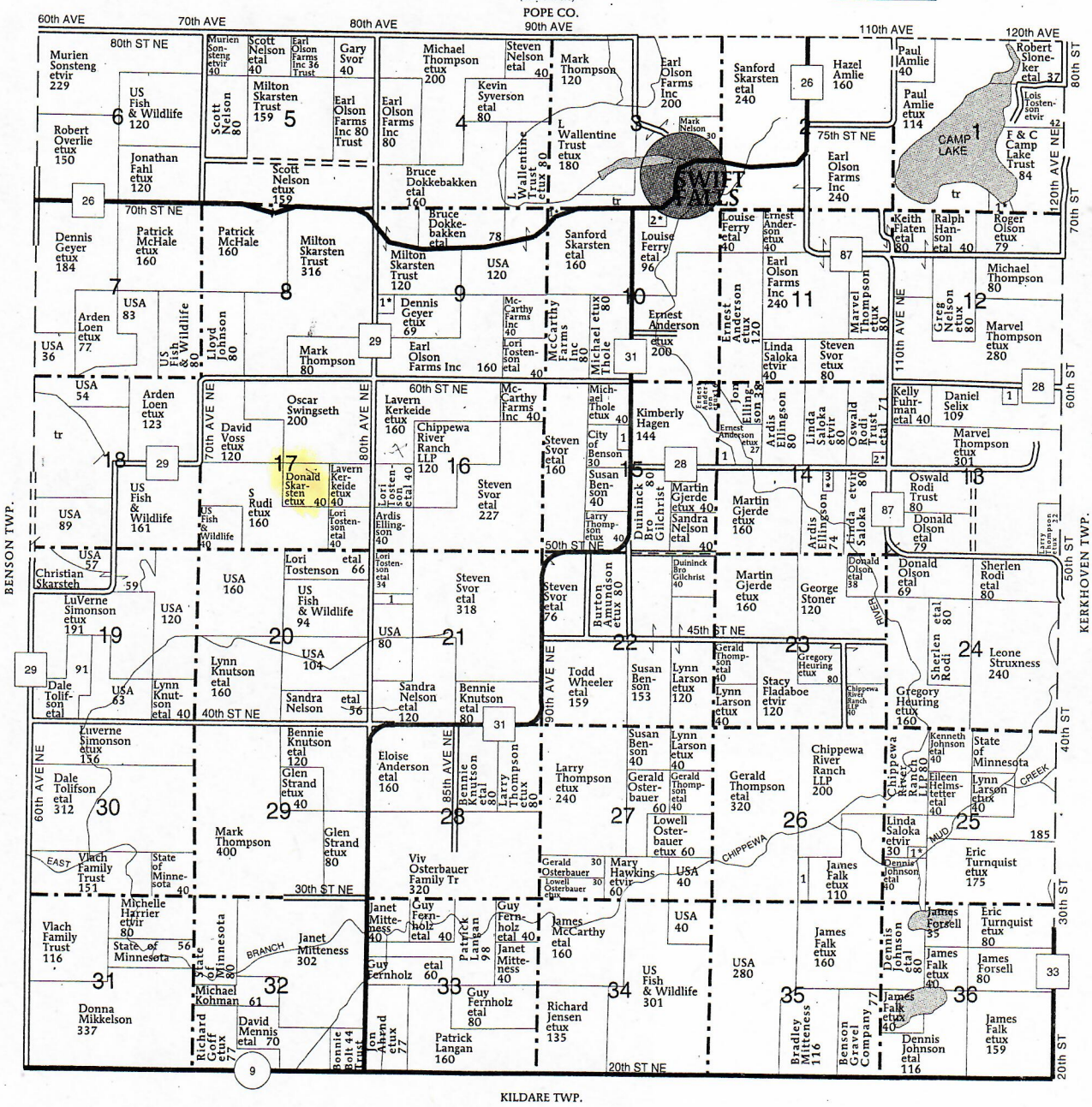
T-122-N

CAMP LAKE PLAT

(Landowners)

POPE CO.

R-38-W



CAMP LAKE TOWNSHIP

SECTION 1
1. Olson, Roger 12

SECTION 9
1. Geyer, Jason 11

SECTION 10
1. Stensrud, Ellsworth 12
2. Vantries, James 6

SECTION 13
1. Anderson, Robert 9

SECTION 14
1. Hagen, Kimberly 15
2. Anderson, Jason 9
3. Gronseth, Rick 6

SECTION 15
1. County of Swift 10

SECTION 21
1. US Fish & Wildlife 7

SECTION 25
1. Grendahl, Phillip 10

SECTION 26
1. Johnson, Edward 10

Chippewa River Ranch LLC Habitat Easement Delineation

County: Swift

T122N, R38W, Sec.16 23 & 26

Wet Acres: 35.790

Total Acres: 129.253

Hay

N

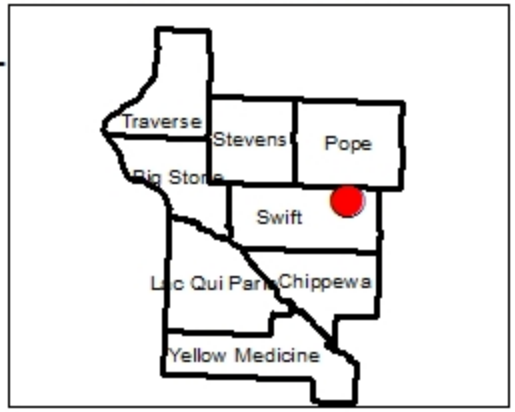
Submitted By_____

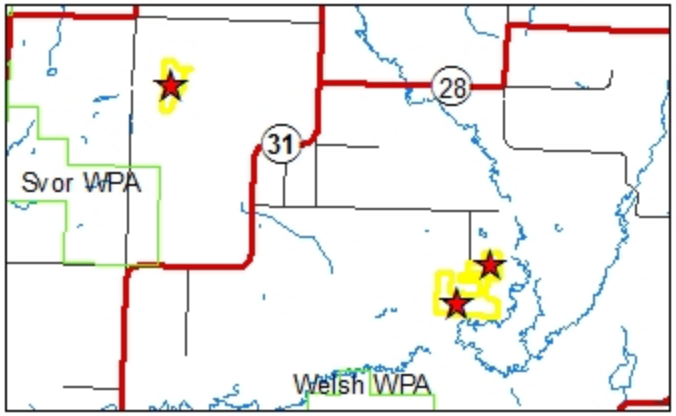
Date_____

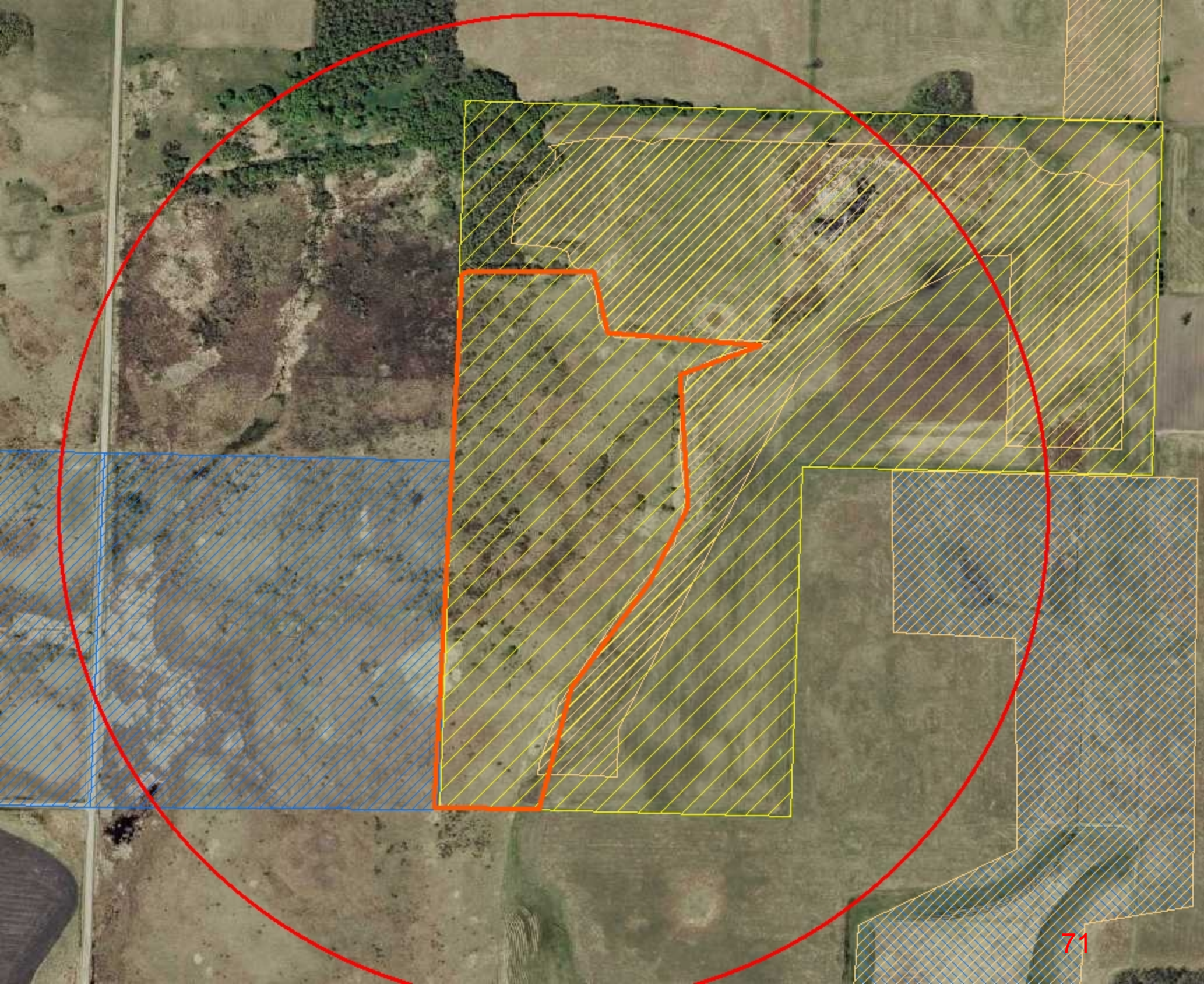
Legend

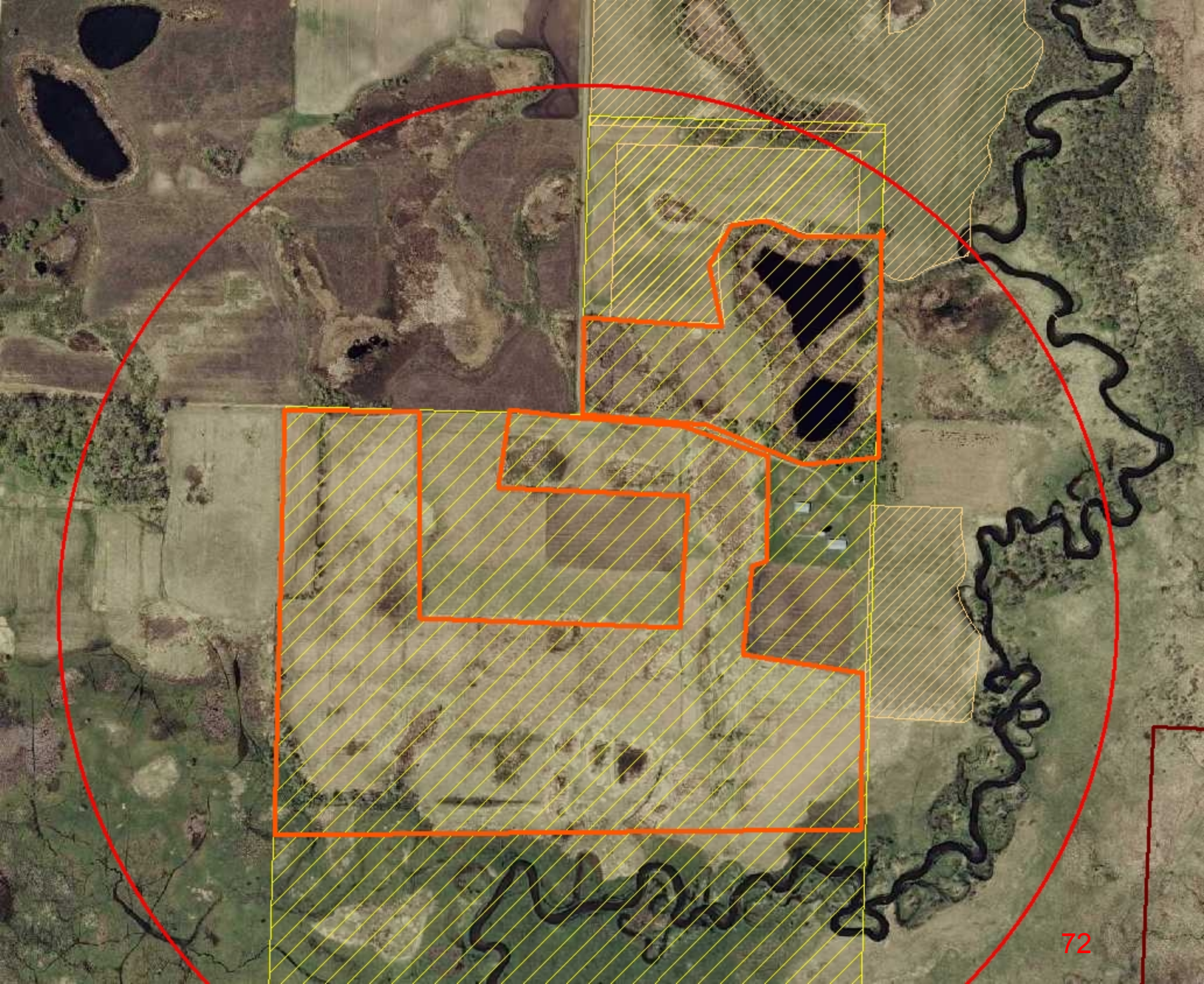
Waterfowl Production Areas

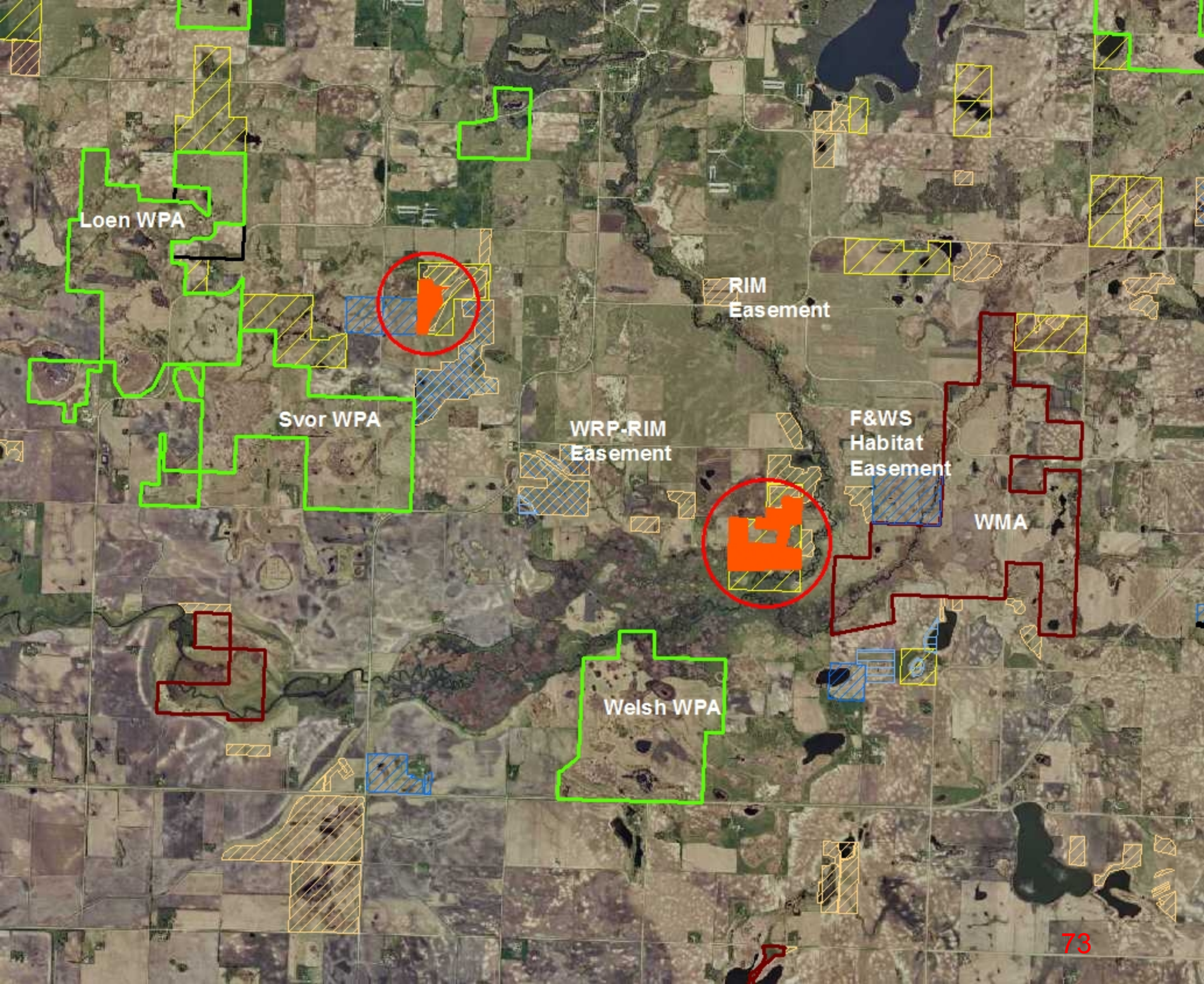
Acquisition Boundary





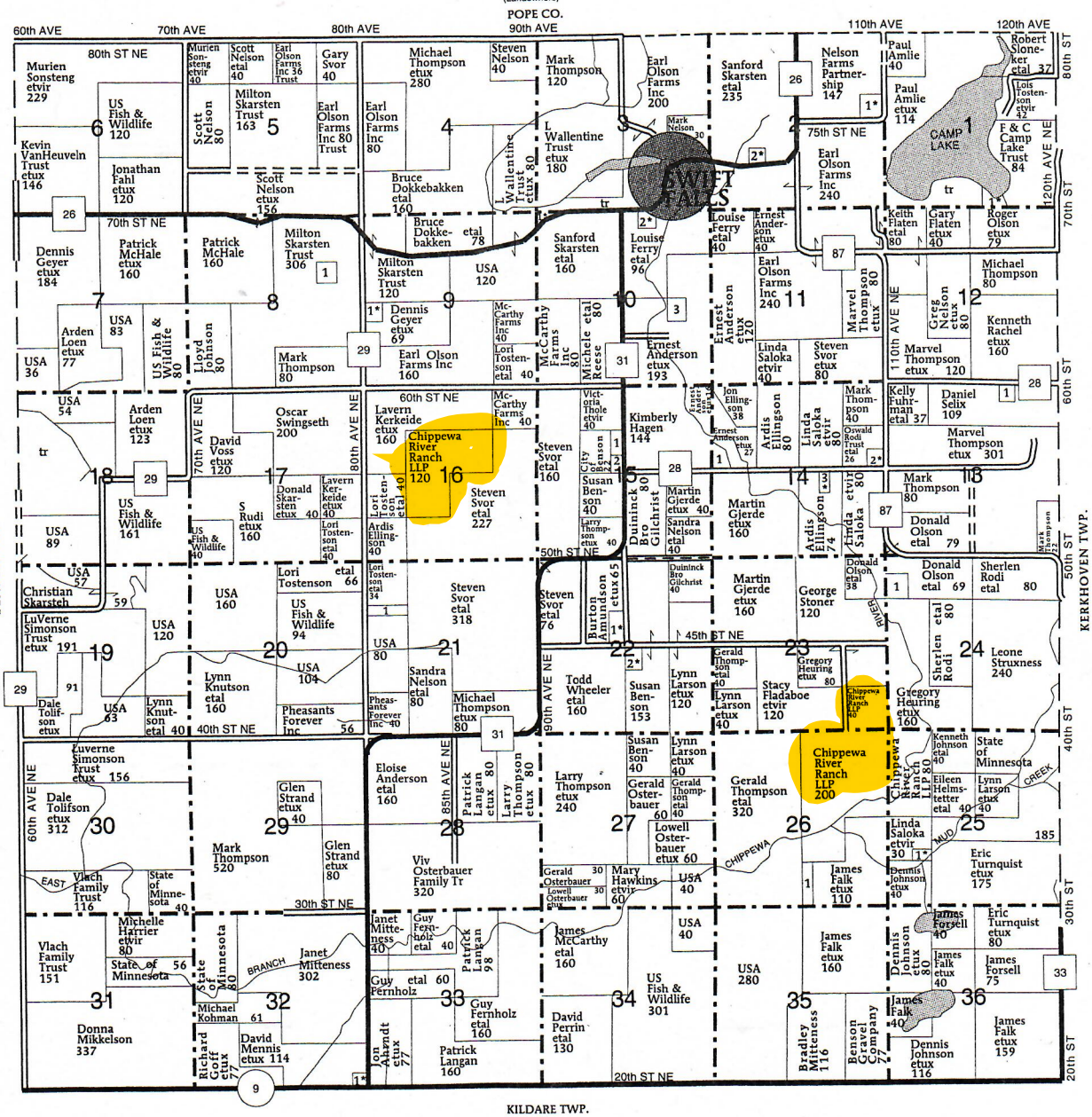





Loen WPA
RIM
Easement
Svor WPA
WRP-RIM
Easement
F&WS
Habitat
Easement
WMA
Welsh WPA

T-122-N CAMP LAKE PLAT R-38-W

(Landowners)



CAMP LAKE TOWNSHIP

SECTION 1
1. Olson, Roger 12

SECTION 2
1. Nelson, Darrin 13
2. Skarsten, Bryant 5

SECTION 8
1. Skarsten , Milton 10

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1. Geyer, Jason 11

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1. Stensrud, Ellsworth 12
2. Vantries, James 6
3. Anderson, Timothy 7

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1. Anderson, Robert 9

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2. Anderson, Jason 14
3. Gronseth, Rick 6

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1. US Fish & Wildlife 7

SECTION 22
1. Amundson, Christopher 15
2. Knutson, Lynn 7

SECTION 24
1. Baldwin, Pamela 11

SECTION 25
1. Grendahl, Phillip 10

SECTION 26
1. Johnson, Edward 10

SECTION 32
1. Sullivan, Terrence 6

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Melvin Wentzel Habitat Easement Delineation

County:Swift

T121N, R38W,

Section 2

Wet Acres: 8.657

Total Acres:23.964

Hay

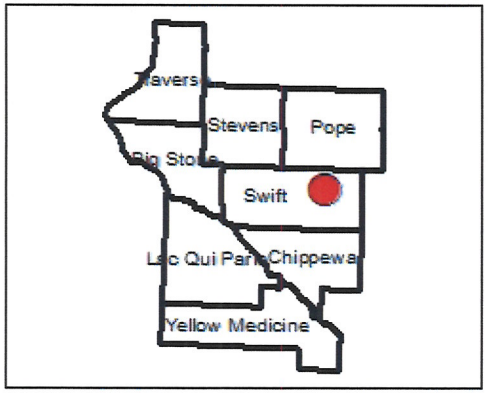
N

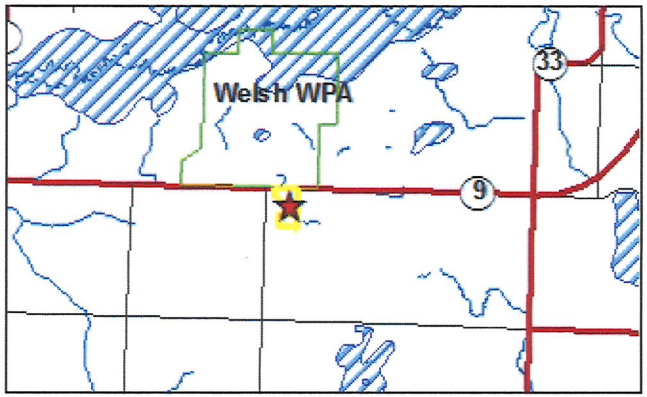
Submitted By_____

Date_____

Legend

- Acquisition Boundary
- Waterfowl Production Areas



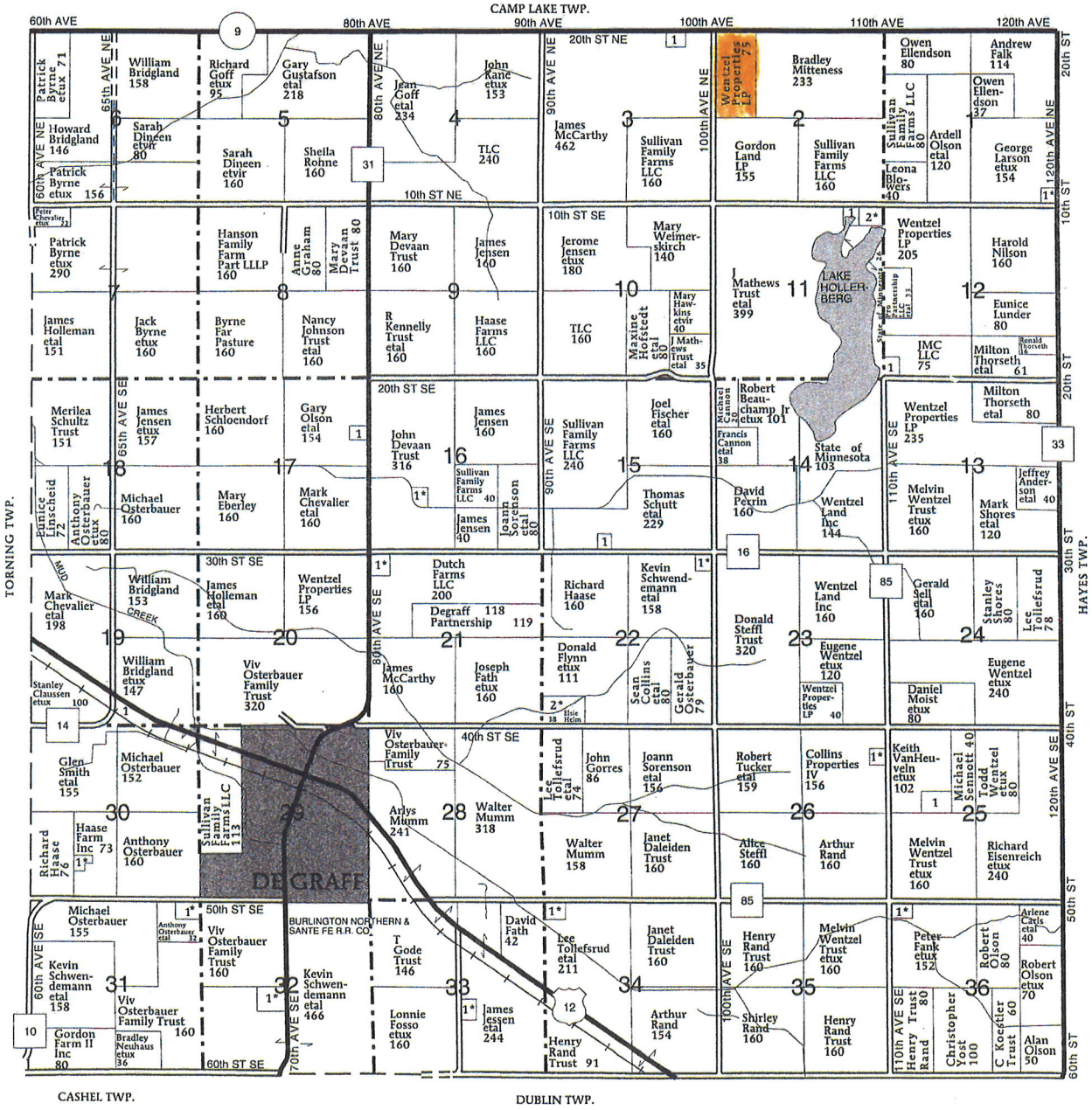


T-121-N

KILDARE PLAT

(Landowners)

R-38-W



KILDARE TOWNSHIP

SECTION 1
1. Wentzel, Kent 7

SECTION 3
1. State of Minnesota 12

SECTION 11
1. Matthews, Ronald 6
2. Gruis, David 12

SECTION 12
1. Wadsworth, Ronald 6

SECTION 15
1. Kohout, Tina 7

SECTION 16
1. Peterson, Steven 6

SECTION 17
1. Federal National Mort Assoc 6

SECTION 19
1. Viv Osterbauer Family Trust 12

SECTION 21
1. Devaan, Steven 5

SECTION 22
1. Braaten, Bradley 5
2. Helm, Garold 11

SECTION 25
1. Sennott Trust, Mary 14

SECTION 26
1. Kavanagh, Richard 5

SECTION 30
1. Binsfeld, Ronald 7

SECTION 31
1. Osterbauer, Anthony 9

SECTION 32
1. Jackson, Warren 14

SECTION 33
1. Carlson, Delorne 7

SECTION 34
1. Fath, Tony 9

SECTION 36
1. Moist, Cleo 8

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Swift County Mental Health Council

Purpose

To Provide individuals, parents, families, and providers the opportunity to make a real difference in how mental health care is provided in their community. Counties, county boards and community leaders use councils to advise them on a range of mental health topics, such as improving their local mental health and social services systems.

Presentations

- Animal Therapy - Cinder the Therapy Dog and her handler Lynn Thomas
- Prairie Five - Angela Nissen presented a summary of programs available
- Back Pack Program - Presented by Tom Simonson
- Memory Loss Network - Maggie Boese presented on this networks mission
- NAMI - Douglas Peterson shared his journey of recovery from Mental Illness

Activities

- Fair Committee and Booth at the Swift County Fair
- Field trip to Morris Drop-In Center and Pizza dinner
- Bingo Parties in October and February
- Christmas Party in December with White Elephant gifts

Goals

- Establish a Swift County Drop-In Center
- Hold at least one event quarterly
- Mental Health Awareness walk in May 2018
- Suicide Awareness campaign
- Create a children's Local Advisory Committee and partner with the adult committee

Moving Forward

Why are you involved in the Mental Health Council?

- Service to the Community
- Being part of a social network
- Inclusion in Community Activities
- Reduce Stigma
- Coffee & Cookies

What are the services that are the most important to you?

- Woodland Centers - Therapy, Therapy Groups, ARMHS, Medication Management
- Case Management
- Crossroads Counseling - Therapy
- SW18 Mental Health Consortium (Continuing Education)

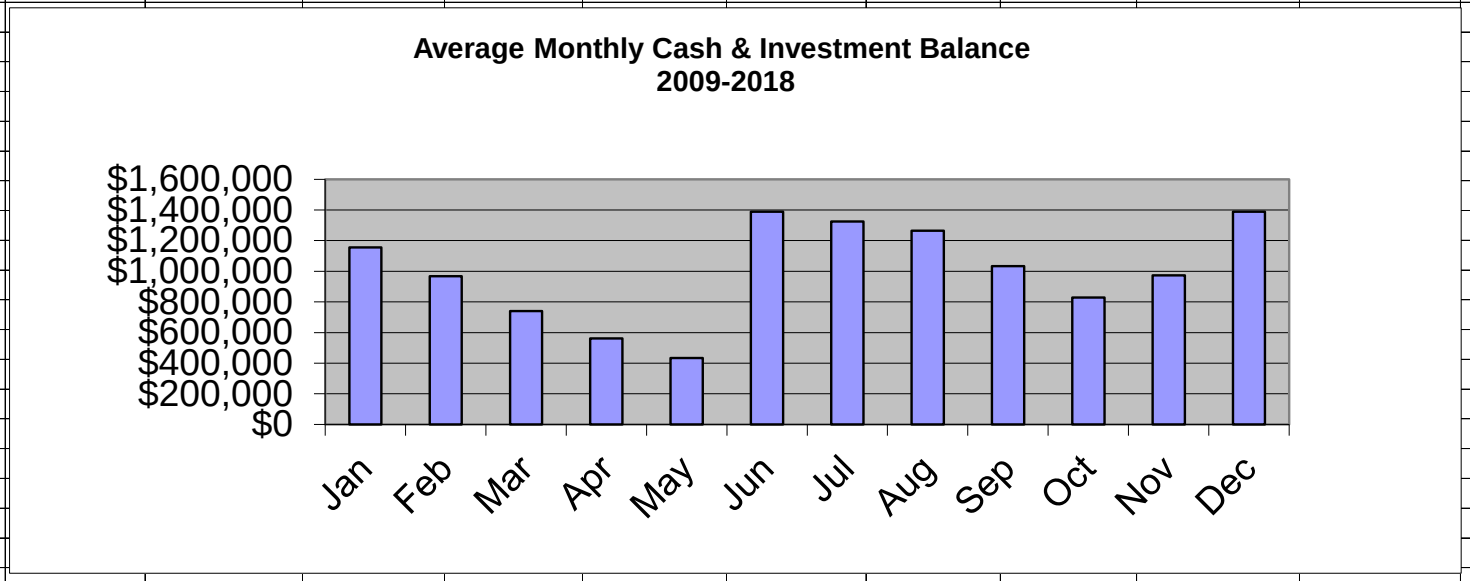
What other additional services and supports are needed in Swift County?

- Drop-In Center - Provides Social Connections, Employment, Safe/non-judgmental environment and FREE to attend
- Childcare & transportation to be able to get to services
- More provider options

		SUMMARY OF FINANCIAL					
		ACCOUNTS					
		MONTH ENDING JANUARY 31					
			2018				
HUMAN SERVICES							
Receipts							
Beginning Balance						$2,296,239.53	
Current Month Receipts						$180,121.59	
Tax Settlement						$38,171.62	
Investments						$200,000.00	
Interest on Investments						$2,680.19	
	Total Receipts					**$2,717,212.93**	
Disbursements							
Current Month Disbursements						$471,209.17	
Investments						$200,000.00	
	Total Disbursements					**$671,209.17**	
	Ending Fund Balance					**$2,046,003.76**	
ENDING FUND BALANCE SUMMARY:							
					2017		**2018**
	Checking Balance				$296,733.03		-$3,996.24
	Investments				$1,372,000.00		$2,050,000.00
		Ending Cash Balance			**$1,668,733.03**		**$2,046,003.76**
INVESTMENT REPORT							
BANK		**TYPE OF ACCOUNT**			**MAT. DATE**	**INT. RATE**	**AMOUNT**
CO-OP Credit Union		Money Market Account				0.90%	$ 150,000.00
Washington Federal		6 Month CD			02/12/18	1.30%	$ 100,000.00
Merchants Bank		3 Month CD			03/28/18	1.40%	$ 200,000.00
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
City National Bank		9 Month CD			10/05/18	1.60%	$ 100,000.00
Whitney Gulfport		1 Yr CD			11/29/18	1.50%	$ 200,000.00
Bank of NY Mellon		1 Yr CD			12/28/18	1.65%	$ 200,000.00
MAGIC Fund		1 Yr CD			01/18/19	2.00%	$ 50,000.00
Quontic Bank		18 Month CD			06/28/19	1.85%	$ 200,000.00
			TOTAL INVESTMENTS				**$ 2,050,000.00**

Swift County Human Services
Ending Monthly Cash & Investment Balances
2009 - 2018

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Average
Jan	$ 1,039,335	$ 1,116,112	$ 1,027,808	$ 977,091	$ 909,780	$ 846,281	$ 983,278	$ 933,563	$ 1,668,733	$ 2,046,004	**$1,154,799**
Feb	$ 951,620	$ 1,069,918	$ 1,004,522	$ 829,326	$ 788,543	$ 739,793	$ 882,373	$ 886,577	$ 1,562,756		**$968,381**
Mar	$ 772,024	$ 810,381	$ 848,432	$ 551,477	$ 576,608	$ 601,437	$ 593,206	$ 636,635	$ 1,278,985		**$741,021**
Apr	$ 658,915	$ 732,868	$ 820,387	$ 328,272	$ 451,920	$ 446,379	$ 168,803	$ 352,306	$ 1,085,797		**$560,627**
May	$ 474,455	$ 576,849	$ 669,878	$ 329,407	$ 300,099	$ 269,118	$ 187,841	$ 289,965	$ 804,645		**$433,584**
Jun	$ 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		**$1,389,681**
Jul	$ 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		**$1,324,044**
Aug	$ 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		**$1,264,164**
Sep	$ 948,233	$ 1,085,187	$ 1,079,263	$ 804,086	$ 714,174	$ 921,407	$ 877,167	$ 1,220,833	$ 1,650,293		**$1,033,405**
Oct	$ 832,082	$ 878,408	$ 773,615	$ 538,645	$ 627,339	$ 667,331	$ 646,265	$ 1,028,981	$ 1,459,114		**$827,976**
Nov	$ 770,517	$ 826,623	$ 741,489	$ 483,013	$ 377,803	$ 477,198	$ 513,740	$ 2,056,684	$ 2,511,571		**$973,182**
Dec	$ 1,279,288	$ 1,279,178	$ 1,242,733	$ 1,094,736	$ 1,057,825	$ 1,180,113	$ 1,187,268	$ 1,888,413	$ 2,296,240		**$1,389,533**
Average	**$ 945,151**	**$ 1,017,265**	**$ 1,003,326**	**$ 763,592**	**$ 752,287**	**$ 822,988**	**$ 797,581**	**$ 1,148,901**	**$ 1,719,939**	**$ 2,046,004**	



Swift County Human Services
410- 21st Street South
Benson, Minnesota 56215

Quarterly

Statistics

Report

4th Quarter
10/1/2017-12/31/2017

Prepared By: **Departmental Staff**
Swift County Human Services
410-21st Street South
Benson, Minnesota 56215

December 2017

#1704

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This **Quarterly Report** is a compilation of statistical program information. The document is composed of the four main units of the Department: Administration, Financial Services, Support and Recovery, and Social Services. Thanks are due to the individual staff members who contributed to the document.

ADMINISTRATIVE

UNIT

Quarterly Statistic Report

Report Quarter: 10-01-17 through 12-31-17 **Area**: Administration
Reporter: Gary Jensen

ADMINISTRATIVE STATISTICS

AREA I. BUDGET DATA	01/01/17 to 03/31/17	04/01/17 to 06/30/17	07/01/17 to 09/30/17	10/01/17 to 12/31/17	Year to Date Data	2017 Approved Budget	
A. Summary of Financial Accts							
1. Beginning Balance	$1,888,413	$1,278,985	$2,165,333	$1,650,293			
2. Receipts	$807,406	$701,987	$842,592	$689,909			
3. Taxes	$29,648	$1,519,238	$0	$1,134,615			
4. Investments	$700,000	$350,000	$1,150,000	$1,247,000			
5. Interest on Investments	$2,944	$2,662	$2,916	$2,564			
6. Loans from Revenue	$0	$0	$0	$0			
7. Disbursements	$2,149,426	$1,687,539	$2,510,548	$2,428,141			
8. Payback Loan	$0	$0	$0	$0			
9. Interest on loan	$0	$0	$0	$0			
10. Ending Balance	$1,278,985	$2,165,333	$1,650,293	$2,296,240			
B. Summary of Cash Balance							
1. Checking	$56,985	$1,293,333	$53,293	$46,240			
2. Savings	$0	$0	$0	$0			
3. Investments	$1,222,000	$872,000	$1,597,000	$2,250,000			
4. Loan from Revenue	$0	$0	$0	$0			
5. Funded Depreciation	$0	$0	$0	$0			
6. Total	$1,278,985	$2,165,333	$1,650,293	$2,296,240			
C. Expenditures - Income Maint.							**% of Budget**
1. Public Aid	$27,148	$33,138	$30,284	$29,085	$119,655	$173,000	69.16%
2. Personal Services	$219,476	$196,916	$222,324	$176,049	$814,765	$899,425	90.59%
3. Services & Charges	$30,181	$31,145	$37,675	$59,076	$158,077	$198,965	79.45%
4. Direct Materials	$2,964	$2,894	$4,529	$3,700	$14,087	$14,300	98.51%
5. Capital Outlay	$11,777	$81,129	$7,201	$1,647	$101,754	$41,650	244.31%
6. Other Expense	$0	$0	$0	$7	$7	$725	0.97%
7. Funded Depreciation	$0	$0	$0	$0	$0	$0	0.00%
8. Total	$291,546	$345,222	$302,013	$269,564	$1,208,345	$1,328,065	90.99%
D. Expenditures - Social Services							
1. Public Aid	$281,537	$384,447	$399,213	$307,954	$1,373,151	$1,709,850	80.31%
2. Personal Services	$528,332	$449,495	$511,147	$430,382	$1,919,356	$1,933,550	99.27%
3. Services & Charges	$45,765	$49,356	$60,402	$97,176	$252,699	$265,135	95.31%
4. Direct Materials	$6,091	$7,456	$9,932	$7,832	$31,311	$28,500	109.86%
5. Capital Outlay	$24,723	$19,511	$15,914	$5,915	$66,063	$65,400	101.01%
6. Other Expense	$0	$0	$0	$31	$31	$1,275	2.43%
7. Funded Depreciation	$0	$0	$0	$0	$0	$0	0.00%
8. Total	$886,448	$910,265	$996,608	$849,290	$3,642,611	$4,003,710	90.98%

E. Expenditures - C & D							
1. Public Aid	$308,685	$417,585	$429,497	$337,039	$1,492,806	$1,882,850	79.28%
2. Personal Services	$747,808	$646,411	$733,471	$606,431	$2,734,121	$2,832,975	96.51%
3. Services & Charges	$75,946	$80,501	$98,077	$156,252	$410,776	$464,100	88.51%
4. Direct Materials	$9,055	$10,350	$14,461	$11,532	$45,398	$42,800	106.07%
5. Capital Outlay	$36,500	$100,640	$23,115	$7,562	$167,817	$107,050	156.77%
6. Other Expense	$0	$0	$0	$38	$38	$2,000	1.90%
7. Funded Depreciation	$0	$0	$0	$0	$0	$0	0.00%
8. Total	$1,177,994	$1,255,487	$1,298,621	$1,118,854	$4,850,956	$5,331,775	90.98%

AREA	**01/01/17 to 03/31/17**	**04/01/17 to 06/30/17**	**07/01/17 to 09/30/17**	**10/01/17 to 12/31/17**	**Year to Date Data**	**2017 Approved Budget**	**% of Budget**
F. Revenues - Income Main.							
1. State Sources	$19,921	$17,241	$44,074	$35,733	$116,969	$102,500	114.12%
2. Federal Sources	$131,106	$138,103	$128,902	$146,122	$544,233	$623,800	87.24%
3. Other Sources	$6,965	$33,917	$8,928	$13,616	$63,426	$45,500	139.40%
4. County Sources	$5,858	$300,353	$0	$224,881	$531,092	$556,265	95.47%
5. County Reserves	$0	$0	$0	$0	$0	$0	0.00%
6. Total Revenue	$163,850	$489,614	$181,904	$420,352	$1,255,720	$1,328,065	94.55%
G. Revenues - Social Services							
1. State Sources	$127,170	$138,844	$364,982	$198,372	$829,368	$698,600	118.72%
2. Federal Sources	$162,545	$218,684	$152,329	$210,928	$744,486	$727,500	102.33%
3. Other Sources	$76,573	$87,175	$98,512	$27,923	$290,183	$319,500	90.82%
4. County Sources	$23,789	$1,218,885	$0	$909,735	$2,152,409	$2,258,110	95.32%
5. County Reserves	$0	$0	$0	$0	$0	$0	0.00%
6. Total Revenue	$390,077	$1,663,588	$615,823	$1,346,958	$4,016,446	$4,003,710	100.32%
H. Revenues - F & G							
1. State Sources	$147,091	$156,085	$409,056	$234,105	$946,337	$801,100	118.13%
2. Federal Sources	$293,651	$356,787	$281,231	$357,050	$1,288,719	$1,351,300	95.37%
3. Other Sources	$83,538	$121,092	$107,440	$41,539	$353,609	$365,000	96.88%
4. County Sources	$29,647	$1,519,238	$0	$1,134,616	$2,683,501	$2,814,375	95.35%
5. County Reserves	$0	$0	$0	$0	$0	$0	0.00%
6. Total Revenue	$553,927	$2,153,202	$797,727	$1,767,310	$5,272,166	$5,331,775	98.88%

II. PAYROLL, FRINGE AND PERSONNEL DATA

A. Payroll					
1. Regular Pay/Per Diems	$510,523	$468,718	$533,161	$484,408	$1,996,810
2. Sick Paid Out	$4,892	$5,555	$6,848	$6,439	$23,734
3. Comp Time Paid Out	$677	$3,277	$10,512	$6,146	$20,612
4. Vacation Paid Out	$0	$0	$770	$0	$770
5. PTO Paid Out	$0	$0	$0	$0	$0
6. Fringe (PERA, FICA, Medicare)	$75,611	$69,490	$80,738	$72,249	$298,088
7. Health Insurance	$101,594	$96,887	$99,355	$35,372	$333,208
8. County VEBA/HSA Contribution	$52,875	$750	$281	$0	$53,906

9. Life & Disability Insurance	$1,635	$1,735	$1,804	$1,818	$6,992
10. Total Pay	$747,807	$646,412	$733,469	$606,432	$2,734,120
B. Sick Leave					
1. # hours earned	600.00	584.00	572.80	571.20	2328.00
2. # hours used	432.75	257.25	263.00	285.25	1238.25
3. % used : earned	72.13%	44.05%	45.91%	49.94%	53.19%
4. % paid sick : base pay	0.96%	1.19%	1.28%	1.33%	1.19%
C. Comp Time					
1. # hours earned	241.12	390.25	266.41	259.62	1157.40
2. # hours used	150.50	140.75	158.50	190.90	640.65
3. % used : earned	62.42%	36.07%	59.49%	73.53%	55.35%
4. % paid comp : base pay	0.13%	0.70%	1.97%	1.27%	1.03%
D. Vacation Leave					
1. # hours earned	1014.00	1,004.00	980.80	979.20	3978.00
2. # hours used	717.25	1,232.50	1,469.85	936.25	4355.85
3. % used : earned	70.73%	122.76%	149.86%	95.61%	109.50%
4. % paid vacation : base pay	0.00%	0.00%	0.14%	0.00%	0.04%
D. PTO Time					
1. # hours earned	442.023	484.024	503.359	540.027	1969.433
2. # hours used	204.000	227.000	586.250	337.500	1354.750
3. % used : earned	46.15%	46.90%	116.47%	62.50%	68.79%
4. % paid pto : base pay	0.00%	0.00%	0.00%	0.00%	0.00%

AREA	**01/01/17 to 03/31/17**	**04/01/17 to 06/30/17**	**07/01/17 to 09/30/17**	**10/01/17 to 12/31/17**	**Year to Date Data**
III. VEHICLE DATA					
1. Miles Driven	30106	41010	36398	43393	150907
2. Operating Costs	$2,719	$3,811	$6,974	$6,201	$19,705
3. Depreciation Costs	$2,806	$3,846	$3,846	$5,247	$15,745
4. Insurance Costs	$900	$900	$900	$1,200	$3,900
5. Total Costs	$6,425	$8,557	$11,720	$12,648	$39,350
6. Cost per mile	$0.21	$0.21	$0.32	$0.29	$0.26

FINANCIAL

ASSISTANCE

UNIT

Quarterly Summary Report

Report Quarter: 10-01-17 through 12-31-17 **Area:** Financial Assistance
Reporter: Julie Jahn

		10/1/16	**1/1/17**	4/1/17	7/1/17	10/1/17
Area	**Program**	to	**to**	to	to	to
		12/31/16	**3/31/17**	6/30/17	9/30/17	12/31/17
Active Cases						
	MFIP (Cash & SNAP)	42	43	43	46	47
	DWP	7	3	3	1	2
	General Assistance	34	38	31	31	28
	MSA	42	40	46	47	45
	GRH	45	40	43	39	41
	SNAP	381	381	391	382	368
	MA in MAXIS	667	606	544	506	499
	METS Cases	625	752	803	874	841
# of Persons	MFIP Adults	28	31	30	32	39
	MFIP Children	84	78	79	88	94
	DWP Adults	8	3	4	1	2
	DWP Children	14	5	4	1	3
	General Assistance	34	38	31	31	28
	MSA	44	42	48	49	47
	GRH	45	40	43	39	41
	SNAP Adults	443	439	435	430	413
	SNAP Children	302	296	290	250	236
	MA - Adults (MAXIS)	612	539	480	445	436
	MA - Children (MAXIS)	449	337	196	95	96
	METS Recipients	1234	1546	1662	1820	1750
Child Care Assist	BSF Cases	14	11	13	13	12
	BSF - Children	23	16	20	21	22
	MFIP CC Cases	8	6	5	4	8
	MFIP CC Children	16	10	8	10	18
	BSF Waiting List	0	0	0	0	0
	BSF Waiting List Kids	0	0	0	0	0
Total Cases *		1306	1358	1360	1427	1352
Average Cases Per Worker		218	194	195	204	193

Emergency Assistance						
	County Crisis	$ 826.99	$ 2,143.85	366.14	0	$ 428.99
	Emergency GA	$ 499.31	$ 1,322.00	1025.97	633.46	$ 236.32
*When counting cases, I am using the assumption that households that are on cash, food, and GRH all have a medical case also. I added the BSF CC because those cases may not have a MA case.						
BSF = Basic Sliding Fee			MFIP = MN Family Investment Program			
GA - General Assistance			DWP = Diversionary Work Program			
METS = Minnesota Eligibility Technology System			SNAP = Supplemental Nutrition Assistance Progam			
GRH = Group Residential Housing			MA = Medical Assistance			
MSA = Minnesota Supplemental Aid			CC = Child Care			
		10/1/16	**1/1/17**	4/1/17	7/1/17	10/1/17
Area - MAXIS		to	**to**	to	to	to
		12/31/16	**3/31/17**	6/30/17	9/30/17	12/31/17
New Programs Opened						
	Numbers of Cases	14	31	20	16	13
	# of New Programs	16	37	22	17	21
Reapplications Opened						
	Number of Cases	60	61	71	67	86
	Number of Programs	71	72	82	95	105
Programs Added						
to Open Cases	Number of Cases	39	52	39	29	26
	# of Programs Added	43	55	43	34	27
Expedited SNAP						
	Number of Cases	21	38	27	29	26
Closed Cases - MAXIS						
	Number of Cases	87	112	114	100	86
Sanctions	Reasons for Sanctions					
	Financial Orientation	0	0	0	0	0
	Child Support	0	0	2	3	2
	Employment Services	1	0	2	2	0

	Drug Felon	0	0	0	0	0
Total	MFIP Sanctions	1	0	4	5	2
Area		**10/1/16**	**1/1/17**	4/1/17	7/1/17	10/1/17
		to	**to**	to	to	to
		12/31/16	**3/31/17**	6/30/17	9/30/17	12/31/17
Recoveries & Recoupments						
	AFDC, MFIP & DWP	$ 395.00	$ 2,375.60	$159.00	$ 158.00	**$ 107.00**
	MFIP & DWP Fraud	$ 186.66	$ 349.00	$400.00	$ 200.00	**$ 100.00**
	GA	$ 36.00	$ 30.00	$12.00	$ 30.00	**$ 24.00**
	GA - Fraud	$ -	$ -	$0.00	$ -	**$ -**
	MSA	$ -	$ -	$0.00	$ -	**$ -**
	MSA - Fraud	$ -	$ -	$0.00	$ -	**$ -**
	SNAP	$ 76.00	$ 598.24	$137.00	$ 149.00	**$ 57.00**
	SNAP - Fraud	$ 1,000.00	$ 55.00	$110.00	$ 110.00	**$ 110.00**
	CCAP	$ -	$ 165.36	$0.00	$ -	**$ -**
	CCAP - Fraud	$ -	$ -	$0.00	$ -	**$ -**
	MA - Overpayments	$ 55.00	$ 165.00	$10,210.18	$ 143.00	**$ 110.00**
	MA - Fraud	$ -	$ -	$0.00		**$ -**
	GRH				$ 1,146.00	**$ -**
	MA - Estates	$ 22,538.95	$ 2,208.71	$93,206.93	$ 4,926.63	**$ 36,517.97**
Total Recoveries		$ 24,287.61	$ 5,946.91	$104,235.11	$ 6,862.63	**$ 37,025.97**
Claims						
	# of Agency Error Claims	10	12	12	12	11
	# of Household Error Claims	34	34	32	30	29
	# of Fraud Claims	6	6	6	6	5

Total # of Claims		50	52	50	48	45
Amount of Claims						
	Agency Error Claims	$ 4,130.86	$ 3,702.86	$3,584.86	$ 3,575.86	$ 3,426.86
	Household Error Claims	$ 19,036.10	$ 16,254.26	$15,934.26	$ 15,621.26	$ 15,312.86
	Fraud Claims	$ 18,532.60	$ 17,237.60	$17,668.60	$ 17,308.57	$ 11,298.60
Total Claims		$ 41,699.56	$ 37,194.72	$37,187.72	$ 36,505.69	$ 30,038.32
Average of Claim		$ 833.99	$ 715.28	$ 743.75	$ 760.53	$ 667.52

SUPPORT

&

RECOVERY

UNIT

Quarterly Summary Report

Report Quarter: 10-01-17 through 12-31-17 **Area:** Child Support
Reporter: Kelly Hagen

AREA	10/1/2016 to 12/31/2016	1/1/2017 to 3/31/2017	4/1/2017 to 6/30/2017	7/1/2017 to 9/30/2017	10/1/2017 to 12/31/2017	Year To Date Data
100 Caseload By Type						
a. AFDC	4	3	2	2	2	
b. Child Care	4	3	6	6	8	
c. Foster Care	12	12	18	14	10	
d. Medical Support Only	182	170	158	161	157	
e. MFIP	57	59	56	57	52	
f. Minnesota Care	0	0	0	0	0	
g. Non-Public Assistance	222	232	245	243	249	
h. Transitional Child Care	0	0	0	0	0	
i. Non IV-D	2	2	2	1	1	
j. DWP	2	1	4	5	4	
k. Total	485	482	491	489	483	
200 Collections Report						
a. Fees	$188	$140	$550	$283	$801	$1,774
b. Medical	$8,981	$8,710	$5,978	$7,134	$6,369	$28,191
c. Foster Care	$94	$153	$937	$1,051	$320	$2,461
d. Total	$9,263	$9,003	$7,465	$8,468	$7,490	$32,426
300 PA Collections						
a. Current	$6,535	$6,718	$7,021	$7,726	$8,883	$30,348
b. Arrears	$5,196	$10,925	$13,708	$11,289	$10,321	$46,243
c. Total	$11,731	$17,643	$20,729	$19,015	$19,204	$76,591
400 Current Support Due/Pd	$340,575	$339,043	$327,331	$317,206	$323,547	$1,307,127
500 Amount Distributed	$258,771	$260,109	$244,445	$236,880	$255,405	$996,839
600 % Distribution						
700 Distribution - Arrears	$53,883	$70,382	$87,990	$76,022	$73,934	$308,328

800 Accounts Receivable						
a. NPA	$2,201,094	$2,162,821	$2,156,745	$2,175,462	$2,202,130	
b. PA	$810,042	$806,118	$798,665	$790,519	$783,144	
c. Fees	$11,541	$11,335	$11,247	$11,071	$10,505	
d. Total	$3,022,677	$2,980,274	$2,966,657	$2,977,052	$2,995,779	

SOCIAL

SERVICE

UNIT

Quarterly Summary Report

Report Quarter: 10-01-17 through 12-31-17 **Area:** Adult & Children
Reporter: Linda Erhardt and Lorri Pederson

Social Service Statistics						
AREA	10/1/2016	1/1/17	4/1/17	7/1/17	**10/1/2017**	**Year To**
	to	to	to	to	**to**	**Date**
	12/31/2016	3/31/17	6/30/17	9/30/17	**12/31/2017**	**Data**
100 Children's Services						
1. Family Based Services (point in time)						
a. FBS therapy Families served	4	7	4	0	**0**	11
b.FBS therapy Families waiting	0	0	0	0	**0**	0
c. FBS therapy Children served	11	16	10	0	**0**	26
d. Incredible Years (enrolled families)	7	1	0	0	**5**	6
e. Parent Coach families	4	7	9	6	**7**	29
f. Woodland Parenting Skills	4	4	4	4	**9**	21
2. Child Protective Services						
a. Traditional Assessment (TR)	3	12	14	7	**8**	41
b. Family Assessment (FA)	6	9	11	9	**14**	43
c. Parent Support Outreach Program	3	2	3	11	**8**	24
d. Type of maltreatment						
1. physical abuse	3	5	8	5	**10**	28
2. sexual abuse	1	1	1	0	**0**	2
3. neglect	5	15	16	11	**12**	54
4. emotional abuse	0	0	0	0	**0**	0
e. Ongoing CPS cases	22	27	23	30	**30**	110
f. Ongoing child welfare cases	1	1	1	1	**1**	4
g. Ongoing PSOP cases	0	2	1	1	**2**	6
3. Children's Intake						
a. Service offer	20	16	12	13	**13**	54
b. Referred to legal services	7	6	3	1	**4**	14
c. Referred to law enforcement	6	4	6	2	**12**	24
d. Referred to other county	11	6	6	11	**15**	38

e. Screened out	20	43	37	49	**33**	162
f. Case services being provided	8	14	11	10	**28**	63
g. TR/FA assessment	9	21	25	16	**22**	84
h. Referred to MDE/DHS/MDH/DOC	0	0	0	1	**2**	3
i. Truancy prevention	13	18	1	2	**14**	35
j. TOTAL	113	143	114	124	**164**	545
4. Out-Of-Home Placement						
a. Emergency/Crisis	0	1	0	0	**0**	1
b. Regular foster care (Rule 1)	9	8	19	13	**16**	56
c. Therapeutic foster care	4	8	9	11	**13**	41
d. Other foster care	0	0	0	0	**0**	0
e. Group home (Rule 8)	1	2	2	0	**0**	4
f. Residential treatment (Rule 5)	0	0	0	0	**1**	1
g. Chemical treatment (Rule 25)	0	0	0	0	**0**	0
h. Corrections facility	1	3	0	0	**0**	3
i. Extended (18-21)	1	1	1	1	**1**	4
j. Trial Home Visit	0	3	0	4	**0**	7
k. Non-custodial parents	1	1	3	5	**2**	11
l. Total (corrections not included)	15	23	34	34	**33**	124
m. % change from last quarter	-6%	+53%	+48%	0%	**-3%**	0.5
5. Adoption/Custody						
a. Adoption cases (state wards)	2	4	7	6	**4**	21
b. Custody study cases	0	0	0	0	**0**	0
AREA	10/1/2016	1/1/17	4/1/17	7/1/17	**10/1/2017**	**Year To**
	to	to	to	to	**to**	**Date**
	12/31/2016	3/31/17	6/30/16	9/30/17	**12/31/2017**	**Data**
200 Chemical Dependency						
1. Total # Rule 25 referrals	31	37	31	38	**38**	144
a. Corrections Referrals	n/a	27	6	18	**24**	75
b. Interagency Referrals	n/a	6	10	7	**5**	28
c. self/other referrals	n/a	4	15	13	**9**	41
2. Rule 25 Assessments	22	32	18	25	**21**	96
a, Non -residential tx reccs	n/a	8	4	4	**3**	19
b. Residential tx reccs	n/a	11	6	5	**2**	24
3. Assessments under age 16	2	0	1	1	**0**	2

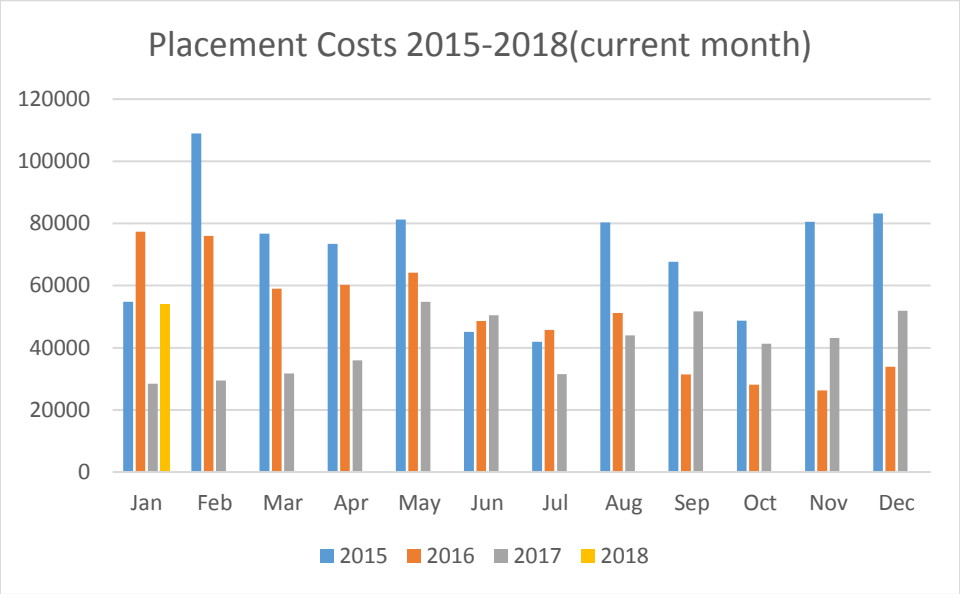
4. Detox admissions	3	4	3	5	**2**	14
SUD commitments	0	1	1	2	**0**	4
300 Mental Health - Adults						
Number of AMH intakes	28	20	23	21	**17**	81
Persons Served in Residential						
1. CBHH	0	1	1	0	**1**	3
2. In-patient	4	2	2	6	**5**	15
3. IRT	0	1	1	0	**0**	2
4. Adult Foster Care	2	1	2	2	**2**	7
5. Woodland Center Crisis	2	2	3	1	**0**	6
6. Placements						
In Swift County	0	0	0	0	**0**	0
Out of Swift County	6	6	7	4	**5**	22
1. ARMHS (1:1)/ CSP (1:1)	35	36	32	34	**29**	131
2. Day Treatment/Group	7	6	5	6	**6**	23
3. Supported Employment	1	0	0	0	**0**	0
4. Partial Hospitalization	0	0	0	0	**0**	0
Case Management						
1. Rule 79	79	78	65	63	**63**	269
2. General case mgmt	16	7	6	8	**11**	32
Commitment Activities						
1. Pre-petition screenings	3	0	2	1	**1**	4
2. Judicial hearings	2	0	1 (CD)	1	**1**	2
3. Commitments	2	0	1 (CD)	1	**1**	2
Other						
1. Cases w/legal involvement	17	13	15	12	**13**	53
2. Rep Payee / Money Management	4	3	3	7	**6**	19
400 Mental Health - Children						
1. Children with Case Manage.	43	40	39	38	**41**	158
2. Children in day treatment	6	7	8	5	**5**	25
3. Children in placement						
a. In Swift County	1	2	2	1	**1**	6
b. outside of Swift County	2	7	7	4	**5**	23
4. CMH intakes	6	13	10	8	**13**	44
5. Court involvement	11	12	10	10	**8**	40
6. Individual Therapy	26	32	29	28	**33**	122
7. Individual & Family Skills	13	19	12	13	**15**	59
AREA	10/1/2016	1/1/17	4/1/17	7/1/17	**10/1/2017**	**Year To**
	to	to	to	to	**to**	**Date**

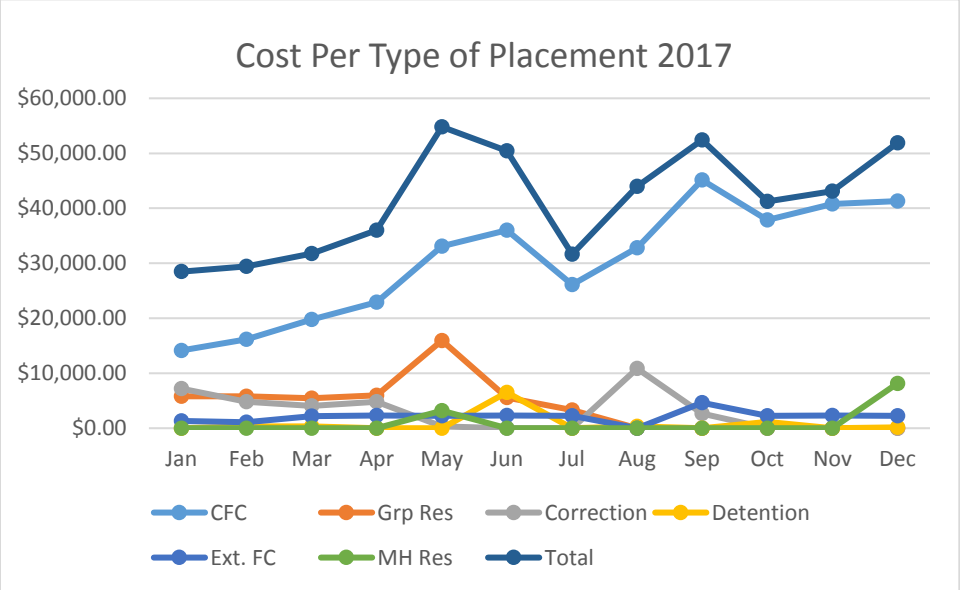
	12/31/2016	3/31/17	6/30/17	9/30/17	**12/31/2017**	**Data**
8. Group skills	7	12	12	10	**6**	40
9. School Link						
a. Lac qui Parle Valley	1	3	3	4	**5**	15
b. KMS	0	2	3	2	**2**	9
c. Benson	0	0	0	5	**8**	13
10. Family Based Therapy	2	4	2	1	**0**	7
11. Parent Coach	2	0	0	2	**2**	4
12. Personal Care Attendent	7	7	8	9	**7**	31
13. Medication Management	29	30	26	29	**33**	118
14. OT/PT/Speech	12	12	11	9	**10**	42
15. Individual Education Plan	30	27	28	28	**30**	113
16. Youth Partial Hospitalization	0	0	0	0	**0**	0
500 Adult Protection						
1. MAARC reports received	10	9	13	22	**18**	62
a. # of reports accepted	6	5	3	15	**9**	32
b. # of reports screened out	3	4	10	6	**8**	28
c. # of reports to other LIA	1	0	0	4	**1**	5
2. # of EPS requests	5	1	3	4	**9**	17
3. AP case mgnt cases	2	1	1	1	**2**	5
600 Long Term Supports & Services						
1. MnChoices Assessments	13	24	24	25	**13**	86
2. Legacy doc Assessments	7	10	9	3	**9**	31
3. MnChoices Reassessments	23	23	22	21	**29**	95
4. Alternative Care Cases	8	8	10	8	**6**	32
5. Elderly waiver Cases	61	61	62	61	**59**	243
6. Essential Comm Support cases	1	2	2	2	**2**	8
7. Community Well cases	40	43	44	44	**38**	169
8. NH Care Coord cases	42	42	38	37	**38**	155
9. Brain Injury Cases	1	1	1	1	**1**	4
10. Comm Alt Care cases	1	1	1	1	**1**	4
11. CADI cases	n/a	45	31	29	**30**	135
12. Under 65 in the NH cases	6	6	7	9	**6**	28
13. Senior Companion	3	1	1	0	**1**	3
14. RS tools completed	6	15	8	15	**6**	44
15. DD Rule 185 CM adults	n/a	82	82	83	**82**	329
16. DD Rule 185 CM children	n/a	16	15	12	**12**	55
17. DD waiver receipients	62	65	66	67	**68**	266
18. clients receiving SILS	12	11	11	12	**10**	44
19. Clients receiving FSG	12	10	11	12	**12**	45

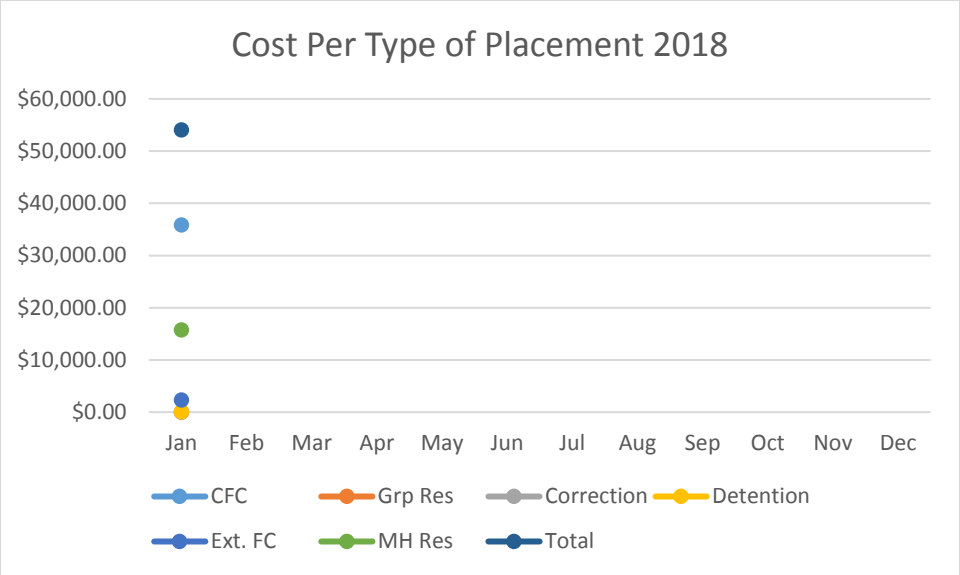
20. Clients cty pd DT&H	3	2	2	2	**2**	8
21. Clients in ICF/DD	5	5	5	5	**5**	20
22. State Wards	7	7	7	7	**7**	28
24. Court visitor Referrals	1	0	1	1	**1**	3
24. LTSS clients w/ diff COL	n/a	49	49	46	**42**	186
25. LTSS Clients in Swift w/diff CFR	n/a	11	11	14	**12**	48
	10/1/2016	1/1/17	4/1/17	7/1/17	10/1/2017	**Year To**
AREA	to	to	to	to	to	**Date**
	12/31/2016	3/31/17	6/30/17	9/30/17	12/31/2017	**Data**
700 Licensing						
1. Day Care	29	28	28	26	23	105
a. Active homes	26	26	26	25	22	99
b. Newly licensed	2	0	1	0	0	1
c. Relicensed	1	3	2	4	1	10
d. Closed	0	0	0	0	3	3
e. Variance approved	5	4	2	2	3	11
2. Child Foster Care	5	3	3	3	3	12
a. Active homes	4	3	3	3	3	12
b. Newly licensed	1	0	0	0	2	2
c. Relicensed	1	1	0	0	1	2
d. Closed	0	0	0	0	0	0
3. Adult Foster Care	9	9	9	9	9	36
a. Active homes	8	9	9	9	9	36
b. Newly licensed	0	0	0	0	0	0
c. Relicensed	1	0	1	0	1	2
d. Closed	0	0	0	0	0	0
4. ICPC Home Study Request	0	0	1	0	0	1
900 SEAGR Expenditures						
100 - Children's Service	$ 297,658.00	$311,461	$362,870	$ 406,109	**$ 376,131.00**	$1,456,571.00
200 - Child Care	$ 7,361.00	$7,572	$13,174	$ 18,233	**$ 45,880.00**	$ 84,859.00
300 - Chemical Dependency	$ 39,452.00	$54,821	$41,307	$ 50,566	**$ 196,335.00**	$ 343,029.00

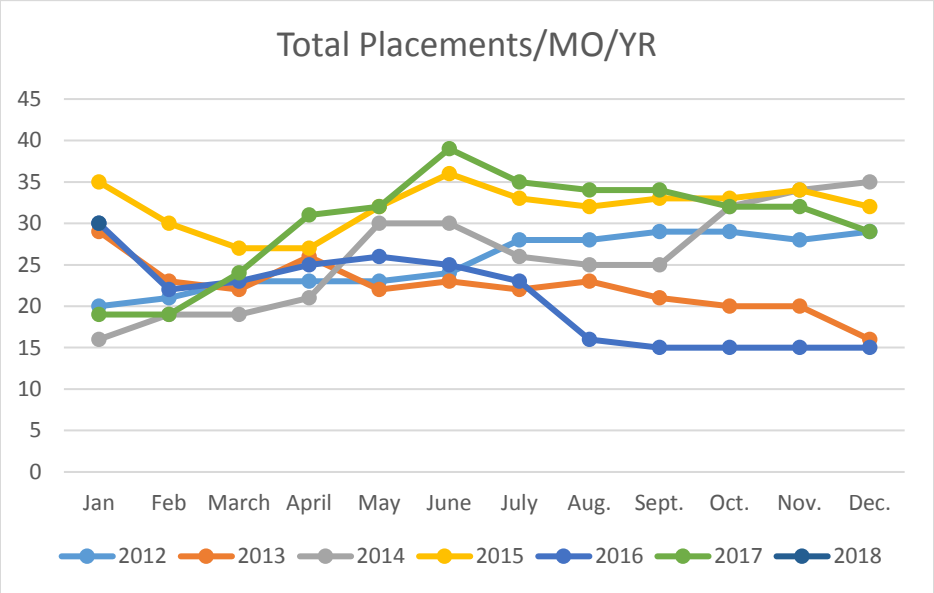
400 - Adult Mental Health	$ 132,344.00	$164,744	$154,138	$ 193,343	**$ 619,967.00**	$1,132,192.00
450 - Children's Mental Health	$ 89,400.00	$105,466	$105,841	$ 112,830	**$ 409,488.00**	$ 733,625.00
500 - Developmental Disabilities	$ 107,838.00	$107,192	$97,115	$ 89,970	**$ 376,418.00**	$ 670,695.00
600 - Adult Services	$ 124,521.00	$135,190	$135,824	$ 125,554	**$ 537,952.00**	$ 934,520.00
TOTALS	$ 798,574.00	$886,446	$910,269	$ 996,605	**$3,642,611.00**	$6,435,931.00
1000 SEAGR Revenues						
100 - Federal	$ 198,042.00	$162,545	$218,684	$ 152,329	**$ 210,928.00**	$ 744,486.00
200 - State	$ 178,231.00	$127,170	$138,844	$ 364,962	**$ 198,372.00**	$ 829,348.00
300 - Miscellaneous	$ 74,612.00	$76,573	$87,175	$ 98,512	**$ 27,923.00**	$ 290,183.00
400 - County	$ 886,095.00	$23,789	$1,218,885	$ -	**$ 909,735.00**	$2,152,409.00
TOTALS	$ 1,336,980.00	$390,077	$1,663,588	$ 615,823	**$1,346,958.00**	$4,016,446.00

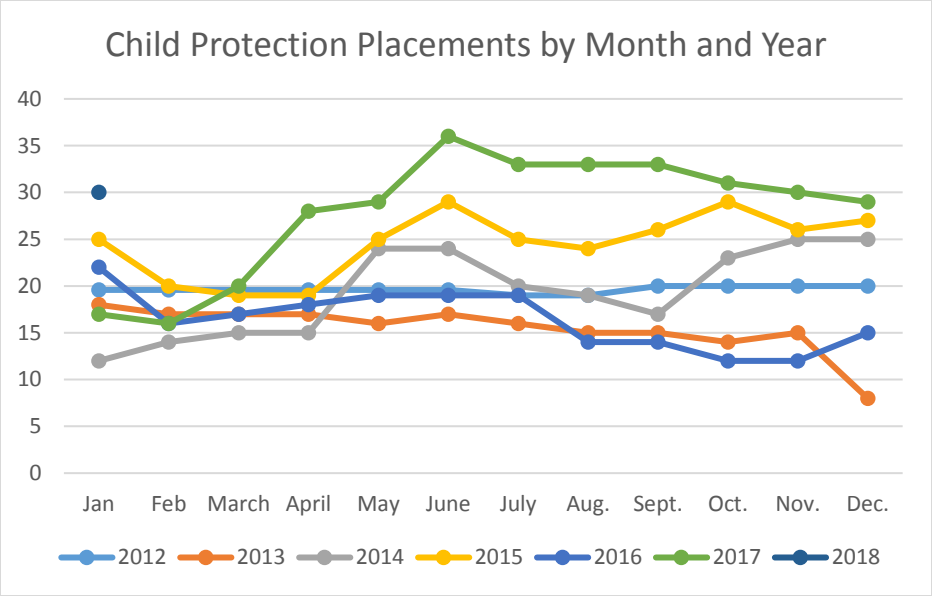
Out of Home Placement Data 1/2012-1/2018

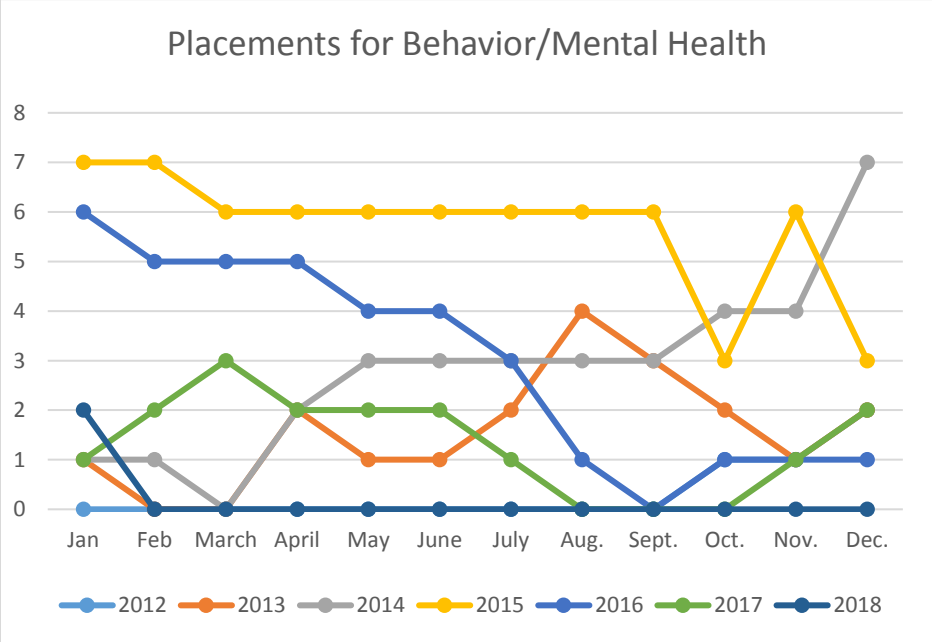


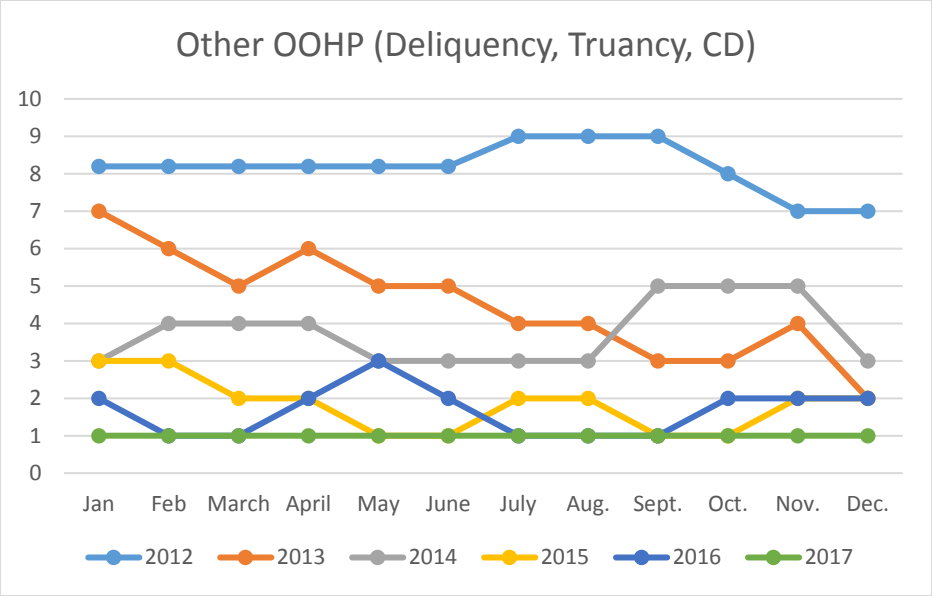



Cost Per Type of Placement 2018
$60,000.00
$50,000.00
$40,000.00
$30,000.00
$20,000.00
$10,000.00
$0.00
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
CFC
Grp Res
Correction
Detention
Ext. FC
MH Res
Total


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
2018


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
2018


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
2018


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

Request for Board Action

Commissioner's Report

BOARD MEETING DATE:
February 20, 2018

Department Information

ORIGINATING DEPARTMENT:	REQUESTOR:	REQUESTOR PHONE:
Sheriff's Office	Sheriff John Holtz	320-843-3133

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Informational: Long term contract for patrol service for City of Appleton	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	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: City of Appleton approached me to come up with a contract to provide Law Enforcement for long term for the city of Appleton.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Approved short term Administrative contract for the Sheriff's Office to provide.

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:

Board Action

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

Law Enforcement Contract

City of Appleton

THIS AGREEMENT, made and entered into this _____day of _____, 2018, between the COUNTY OF SWIFT and the SWIFT COUNTY SHERIFF, hereinafter referred to as "County" and the CITY OF APPLETON, a municipal corporation, hereinafter referred to as "City".

1.0 STATEMENT OF AGREEMENT

The City desires to contract with the County for the provision of general law enforcement services within the corporate limits of the City. The County and its Sheriff agree to provide general law enforcement services to the City, and the City agrees to engage the County through it's Sheriff to provide such services in accordance with and subject to terms in this Agreement. The written terms and statements of this Agreement shall supersede all prior verbal statements of any representative of either the County or the City, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Agreement.

2.0 LEGAL BASIS

This Agreement is authorized by the provisions of Minnesota Statutes 1975, paragraph 436.05 and 471.59.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

3.0 GENERAL LAW ENFORCEMENT SERVICES DEFINED

General law enforcement services provided to and billed to the City under the terms of this Agreement consist of patrol, investigation, and community-oriented policing services. Dispatching, jailing, transportation, and all other auxiliary and technical services now provided by the Sheriff in support of patrol, investigation, and community policing services will continue to be provided to the City without additional billing. All references to general law enforcement services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement.

4.0 DELIVERY OF SERVICES

4.1 Service Area: The Sheriff shall provide general law enforcement services within the corporate limits of the City.

4.2 Enforcement Responsibilities: Services provided pursuant to this Agreement shall include the enforcement of Minnesota State Statutes, including but not limited to, the Traffic Code and the Criminal Code, as well as all local ordinances enacted in conformance therewith. Statutes and ordinances which prescribe enforcement by a different authority:ie., the State Electrical Code, the Uniform Building Code, etc., shall be excluded from this Agreement. The City shall be responsible for enforcement of the Municipal Zoning Code, except that the Sheriff shall enforce nuisance ordinances conforming to state law: ie., junk cars and traffic ordinances; ie., parking and erratic driving. The Sheriff shall be responsible for the enforcement of animal control consistent with City ordinances and State statutes. The Sheriff shall not be responsible for the pick-up, transportation, sheltering, or care of animals.

4.3 How Delivered: The Sheriff shall determine the most appropriate manner of providing law enforcement services to the City. Deputy Sheriffs, whose primary assignments are to provide law enforcement services to the City, shall not be confined to the corporate boundaries of the City. The Sheriff shall ensure the reasonable response to all calls for service.

4.4 Reporting: The Sheriff shall provide to the City a quarterly report of law enforcement activities.

4.5 Service Management: The planning, organization, scheduling, direction, and supervision of the Sheriff's personnel and all other matters regarding the delivery of general law enforcement services to the City shall be determined by the Sheriff.

4.6 Dispute Resolution: The rendition of such law enforcement services, standards of performance, discipline of officers assigned, any other matters incident to the performance of such services, and the management, control, and direction of personnel so employed, shall remain with the Sheriff. In the event of dispute between the parties as to the actual performance rendered hereunder, citations and summons issued, criminal actions commenced, or any other matters determining the level or actual performance of law enforcement services rendered, the actual determination of such cases shall be made exclusively by the Sheriff of the County and those responsible for the prosecution thereof.

5.0 PROPERTY

5.1 Specifications and Procurement: The Sheriff shall be responsible for specifying and procuring all equipment and vehicles required to provide law enforcement services under this Agreement. All equipment and vehicles procured under this Agreement shall be the property of the County.

5.2 County Insurance: The County agrees that all insurance required to adequately cover vehicles, personnel and equipment used by the County in the provision of the services herein will be provided by the County at it's own expense.

5.3 County Responsibilities: Pursuant to this Agreement, the County shall provide all necessary equipment, supplies, staffing, supervision services, communications facilities for dispatching, and jailing services necessary to provide the level of general law enforcement services to the City.

5.4 City Budgetary Responsibilities: The City shall be budgetarily responsible for funding its obligations under this Agreement.

5.5 City Owned Police Property: City agrees to turn over any and all City owned Police property to the Sheriff. City also agrees to giving office space to the Sheriff where the Police is currently housed.

6.0 LIABILITY

The County shall assume liability for, defend against, and secure the City from all costs or damages for injury to persons or property caused by the negligence or intentional misconduct of the Sheriff's personnel in the course of providing or failing to provide general law enforcement services to the City.

7.0 COSTS OF PROSECUTION

The City shall remain responsible for the prosecution of all alleged petty misdemeanor and misdemeanor offenses occurring or arising within the City, and such gross misdemeanor offenses as are not within the jurisdiction of the Swift County Attorney. The Sheriff shall make available to the City Attorney such services, employees, and information as may be customarily required to aid the City Attorney in prosecutions.

8.0 PERSONNEL

8.1 County Employee Status: All persons employed by the County in providing general law enforcement services to the City shall be members of the Swift County Sheriff's Office, and they shall not have benefit, status, or right of City employment.

8.2 Authority to Direct Work: The Sheriff and/or his designees shall be solely responsible for the supervision and management of all County personnel providing general law enforcement services under this Agreement.

8.3 County Payment: The County shall be liable for the direct payment of salaries, wages, and/or other compensation to County officers or County employees providing general law enforcement services pursuant to law, bargaining agreements, and County personnel policies.

9.0 HOURS OF SERVICE AND FEES

9.1 Hours of Service and Fees for the Year 2019: For performing the services provided hereunder, the City agrees to contract for twenty (20) hours per day, 7300 hours for the year, and to pay the cost thereof. The hourly rate for the year 2019 is Forty- Six Dollars ($46.00) per hour, for a total payment of Three Hundred – Thirty-Five Thousand Eight Hundred dollars ($335,800.00)

9.2 2019 Payment of Fees: Four (4) equal contract fee payments, each in the amount of Eighty-Three Thousand Nine Hundred Fifty Dollars ($83,950.00) shall be paid to the year 2019.

9.3 Cost Projections: The County shall provide the City with projected contract figures for the upcoming contract term no later than August 1 of the last year of the current contract term.

9.4 Billing for 2018: The remaining of the 2018 year would be charged at the rate of Forty-Six Dollars per hour ($46.00) from the starting date to which both parties agree to. Which would be paid for in four (4) equal payments for the year 2018.

9.5 One time capital outlay: City agrees to pay a onetime fee for capital outlay of $90,000 to the County to bring City Equipment up to an agreeable status.

10.0 TERM

This Agreement shall be for one-year term, effective Start date to be determined and continuing through December 31, 2021. Subsequent Agreements are intended to be three-year terms, unless otherwise negotiated.

11.0 TERMINATION

This Agreement shall be extended automatically for successive three-year terms at rates to be negotiated by the County and the City, unless the County or the City shall notify the other of termination, in writing, prior to June 15, 2021, and a like date of each subsequent term-end year.
Either party, at it's option and upon ninety (90) days written notice, may terminate this Agreement as set forth above if the other party fails to comply with the terms and conditions of the Agreement.

12.0 AMENDMENTS OR MODIFICATIONS

No amendment or modification to this Agreement shall be effective unless made and agreed to in writing by both parties to the Agreement.

13.0 BINDING EFFECT

This Agreement shall be binding upon all parties and their successors for the full term of this Agreement.

IN WITNESS THEREOF, the City of Appleton, by resolution duly adopted by it's governing body, caused this Agreement to be signed by it's Mayor and attested by it's Clerk; and the County of Swift, by the County Board of Commissioners, has caused this Agreement to be signed by the Chairman and County Administrator, and by the Sheriff of Swift County, effective on the day and year first written above.

CITY:

By:_____ _____
Mayor Date

Attest:

_____ _____
City Clerk Date

COUNTY:

By: _____ _____
Chairman of the County Board Date

Attest:

_____ _____
County Auditor Date:

By: _____ _____
Sheriff Date

Worddoc:john's