

Notice & Agenda

Swift County Board of Commissioners

Tuesday, October 3, 2017

9:00 AM

Benson City Council Chambers – 1410 Kansas Ave, Benson, MN

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:02 a.m.		Consent Agenda
	1-2	(1) Minutes from the September 19, 2017 Meeting
	3	(2) Minutes from the September 25, 2017 Meeting
	4-6	(3) Consider approving change in classification type from taxable to exempt for Swift County Benson Clinic
	7-16	(4) Consider authorizing the Auditor to sign the Snowmobile Maintenance Grant Agreement
	17-27	(5) Consider approval of the 2017 adjusted Woodland Centers Contract
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Commissioner and Board reports
9:35 a.m.		County Administrator Report
9:36 a.m.		Citizens Comments
9:37 a.m.		Andrew Sander, County Engineer
	28-29	Consider approval of the annual weed spraying of a portion of the roadside ditches
9:50 a.m.		Scott Collins, Environmental Services
	30-35	Consider approval of the Minnesota Clean Water Partnership (CWP) Nonpoint Source Pollution Project
10:00 a.m.		Kelsey Baker, County Administrator
	36-53	Consider approving the GIS Specialist position to GIS Coordinator
10:15 a.m.		Other Business
	54	Discussion to consider approval of adjusting Daycare Loan requirements to a simple Grant
		Discussion on Local Disaster Abatement
10:30 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

September 19, 2017

Chairman Rudningen called the meeting to order at 9:03 AM with all members present. Also present: County Administrator Kelsey Baker, Human Services Director Catie Lee, Fiscal Supervisor Gary Jensen, County Auditor Kim Saterbak, Sarah Utsch and Amanda Ness.

Chairman Rudningen asked if there were any changes or additions to the agenda. There were none.

09-19-17-01 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the agenda as presented. Motion carried unanimously.

09-19-17-02 Commissioner Fox moved and Commissioner E. Pederson seconded to approve the Consent Agenda items: (1) Approval of Minutes from the September 5, 2017 Regular Meeting, (2) Approval of the proposed 2018 ditch assessments, (3) Approval of professional services for the Hazard Mitigation Plan, (4) Approval of the 2018-2019 Administration of the Child Care Assistance Program, and (5) Approval of the following daycare loans: City of Appleton for Prairie Playhouse, \$12,500 and Rebecca Diederich, \$1,544. Motion carried unanimously.

09-19-17-03 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to approve the Commissioner warrants as follows: Revenue: \$65,370.69; Solid Waste: \$32,075.96; Road and Bridge: \$375,660.12; County Ditches: \$3,292.50; State Fund Agency, \$18.00 which includes the following bills over \$2,000: Ascherman Oil, \$2,261.02; Bituminous Paving, Inc., \$16,243.15; CliftonLarsonAllen, LLP, \$5,700.00; Comm of MMB, Treas Div, \$2,032.00; Computer Professionals Unlimited, Inc., \$6,011.32; Don's Building Center, \$5,716.91; Johnson Feed, Inc., \$2,249.03; Knife River Midwest, LLC, \$217,391.92; Maney International of Alexandria, \$3,326.86; MN Dept of Transportation, \$2,111.60; Pflisen Trucking, LLC, \$18,208.38; Safe Assure Consultants, Inc., \$7,006.05; Clontarf Township Treasurer, \$2,739.00; Us AutoForce, \$2,318.00; Viking Office Supply, Inc., \$3,364.99; Waste Management Of Northern Minnesota, \$11,702.75; Wm. D. Scepaniak, Inc., \$115,730.74; Wold Architects & Engineers, \$6,525.37; and Ziegler, Inc., \$2,894.88. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Fox reported on Restorative Practices, Private Industry Council, and AMC Policy Conference. Commissioner E. Pederson reported on Soil and Water Conservation District. Commissioner P. Peterson reported on 6W Community Corrections, Demolition Committee, and Building Committee. Commissioner Gary Hendrickx reported on 6W Community Corrections, Demolition Committee, Results First Advisory Council, AMC Policy Committee, and AMC Policy Conference. Chairman Rudningen reported on Building Committee, Health Insurance Collaborative, and Glacial Ridge Scenic Byway.

Administrator Baker reported on the Courthouse and Countryside Public Health Building updates.

Chairman Rudningen asked for citizens comments. There were none.

CliftonLarsonAllen, LLP Auditor Sarah Utsch presented the 2016 Audit findings.

Human Services Director Catie Lee and Fiscal Supervisor Gary Jensen presented the Out of Home Placement report.

Director Lee and Supervisor Jensen further updated the board on school linked mental health, the Chippewa River Education Program and the Human Services Committee.

DNR Hydrologist Ethan Jensen and Groundwater Planner Tim Gieseke presented the Benson Area Ground Water Community-based Aquifer Management Partnership.

The board recessed for a short break at 10:37 AM.

The board reconvened at 10:44 AM.

Pioneerland Librarians Cindy Hendrickx and Dawn Dailey presented an update on the library system.

Administrator Baker reported on Personnel Updates and the Construction Cost Summary Analysis.

Administrator Baker further presented the 2018 Budget and requested approval of a resolution on the 2018 preliminary budget and levy for Swift County.

09-19-17-04 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the 2018 preliminary budget and a 2% levy increase. Motion carried 3-2 with Commissioners Fox and E. Pederson opposing.

Administrator Baker further requested approval of a resolution setting the 2018 Truth in Taxation meeting for December 6, 2017 at 5:00 PM.

09-19-17-05 Commissioner E. Pederson moved and Commissioner P. Peterson seconded to approve a resolution setting the Truth in Taxation meeting. Motion carried unanimously.

Administrator Baker further updated the board on the County Strategic Plan.

09-19-17-06 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to move to closed session to discuss certain issues for government property purchases on property located at SW ¼ of the SW ¼ Section 32 Moyer Township, Appleton, MN 56208, Parcel Number 14-0170-000. (§13D.05, subd. 3). Motion carried unanimously.

The regular session recessed to closed session at 11:42 AM.

The meeting reconvened to regular session at 12:03 PM.

No action was taken by the board during the closed session.

09-19-17-07 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 12:04 PM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator

SWIFT COUNTY BOARD MINUTES
September 25, 2017

Chairman Rudningen called the meeting to order at 9:00 AM with Commissioners Hendrickx, E. Pederson, and P. Peterson present. Also present: County Administrator Kelsey Baker, Emergency Manager Bill McGeary, County Sheriff John Holtz, and Amanda Ness.

09-25-17-01 Commissioner E. Pederson moved and Commissioner Hendrickx seconded to approve the agenda as presented. Motion carried unanimously.

Emergency Manager Bill McGeary explained the reason for the Emergency Session, the process for requesting assistance, and requested approval of a resolution declaring a state of emergency.

09-25-17-02 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the declaration. Motion carried unanimously.

09-25-17-03 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 9:06 AM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator



Request for Board Action

BOARD MEETING DATE:
October 3, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Assessor	REQUESTOR: Wayne Knutson	REQUESTOR PHONE: 320-842-5891
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving change in classification type from taxable to exempt for Clinic	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? yes	EXPLANATION OF MANDATE: Board review and approval for abatement
BACKGROUND/JUSTIFICATION: Parcel #23-0966-100: The hospital is requesting that the clinic portion of the parcel move from a taxable classification to except effective for payable year 2018. This request is based on the language in the legislative law of 1992, Chapter 534 S.F. No. 2514 that created the hospital district. The clinic was taxed during the period of time it was leased to a "for-profit" entity. This hanged in September of 2016.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: n/a

Review/Recommendation

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

Application for Property Tax Abatement

For Taxes Levied in Tax Year(s): 2017

And Taxes Payable in Year(s): 2018

Applicant and Property Information

Applicant Information

Last Name Swift County-Benson Health Services		First Name	Middle Initial
Property Address 1810 McKinney Avenue			Social Security Number
City Benson	State MN	Zip code 56215	County
Parcel ID or legal description of property (from tax statement or valuation notice) 23-0966-100			School District Number 777

Applicant's Statement of Facts

If the assessed value is being contested, list approximate market value.

Land	Structures	Total

If taxes, penalties, interest, or costs which are now a lien against the real estate are being contested, list below.

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid

Explain why the above amount has not been paid

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid

Explain why the above amount has not been paid

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid

Explain why the above amount has not been paid

Total Amount Contested	Portion of total amount contested you are willing to pay
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Explain why you think this settlement is fair and reasonable

This request is for an exemption of property tax for the parcel ID listed above. The request is based on the language in legislative law of 1992, Chapter 534 S.F. No. 2514 that established the Hospital District. That language granted an exemption from property tax for all property owned by the Hospital District.

Signature of Applicant

Applicant requests that the portion of the contested amount in excess of said sum offered should be abated, canceled and refunded. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Signature of Applicant  DAN ENDENSON CFO	Date 9-21-17
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Note: Minnesota Statutes, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000.00, or both."

Use of Information

In order to be considered for abatement, you must file this form. The information on this form will be used to properly identify you and determine if you qualify for abatement of property taxes under M.S. 270C.86 or M.S. 270C.87. Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your Social Security number is considered private data.

For Office Use Only

I, the undersigned county auditor, hereby certify the following amounts are the values and taxes currently on our records.

Amounts on Record

Year	Market Value			Taxes	Penalties	Interest	Costs	Total
	Land	Improvements	Total					

Certifications of Approval

For this abatement to be granted by the Commissioner of Revenue, it must have been carefully investigated and receive the favorable recommendation of (i) either the assessor or the county treasurer; (ii) the county auditor; and (iii) the county board.

Recommendation of Assessor or Treasurer

Approved Denied

Signature Wayne Kirtson Title County Assessor Date 9-21-2017

Recommendation of County Auditor

Approved Denied

Signature Simbel A. Satornol Date 9-21-17

County Board of Commissioner's Action (to be completed by County Auditor)

Approved Denied

Signature _____ Date _____

Certifications of Final Approval

(complete only for approved abatements; to be completed by County Auditor)

I certify that the approval of this abatement will result in the following changes:

Total Tax, Penalty, and Interest \$ _____ Proposed Penalty Reduction \$ _____

Proposed Tax Reduction \$ _____ Total Proposed Reduction \$ _____

Proposed Interest Reduction \$ _____ Total Amount Payable \$ _____

Upon payment of \$ _____ by the applicant, all taxes, penalties, interest, and costs above in excess of the payment amount are abated and cancelled, and the payment will be accepted as a full settlement.

This approval was granted by the county board as an official action of that body or by the county auditor under a delegation from the board and has been entered upon the records of the county as a public record showing the names of the taxpayers, other concerned persons, and the amounts.

Signature of County Auditor _____ Date _____

Final Approval

DEPARTMENT OF REVENUE

The Commissioner of Revenue may grant these reductions or abatements of inequitable or unjust taxes, penalties, interest or special assessments not yet paid, and order the refund of taxes, penalties, interest or special assessments that have been erroneously or unjustly paid. (M.S. 270C.86, Subd. 1) Upon the favorable recommendation of the local officials, as certified above, the Commissioner of Revenue approves the abatement of the following amounts:

Proposed Penalty and Interest Reduction \$ _____

Proposed Tax Reduction \$ _____

Total Proposed Reduction \$ _____

Signature of Commissioner or Delegate _____ Date _____

Signature of Commissioner or Delegate _____ Date _____



Request for Board Action

BOARD MEETING DATE:
October 3, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider authorizing the Auditor to sign the Snowmobile Maintenance Grant Agreement.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Authorization by the Board of Commissions is required for Swift County to approve signing of a contracts
BACKGROUND/JUSTIFICATION: Swift County has acted as the legal sponsor for Northern Lights Trails Snowmobile Club. The auditor in previous years has signed these contracts as the sponsor. I am requesting approval to sign the Grant Agreements again as a sponsor.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Was submitted for review prior to the meeting	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

**SNOWMOBILE GRANT-IN-AID PROGRAM
FY 2018 MAINTENANCE AND GROOMING GRANTS**

Contract #/PO:	131974	3-122602
Local Unit of Government Sponsor:	Swift County	
Trail/Club Name:	Northern Lights Trails/Northern Lights Trails	
Grant Amount:	\$42,324.28	

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Swift County, 1214 Atlantic Ave P O Box 207, Benson, MN 56215 ("SPONSOR").

Recitals

1. The Snowmobile Grant-in-Aid Program is established in Minn. Stat. 84.83 to provide grants to local units of government for the maintenance of snowmobile trails and the State is empowered to enter into this grant.
2. The State is in need of the services of the Sponsor to provide the maintenance and grooming of the following trail(s) specified in this grant contract agreement: Northern Lights Trails/Northern Lights Trails.
3. The Sponsor has applied to the State for a grant for the above identified trails and has submitted the Snowmobile Grant-in-Aid Program Maintenance and Grooming application form, required attachments, and resolution or official minutes of the Sponsor authorizing the proposed maintenance and grooming. The submitted application form and required attachments are hereinafter referred to as the "Plan."
4. Attachment. The Sponsor's resolution or official minutes are attached and incorporated into this grant contract agreement.
5. The Sponsor represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Sponsor agrees to minimize administrative costs as a condition of this grant and to follow the code of ethics pursuant to Minn.Stat. §43A.38 in administration of this grant.

Grant Contract

1 Term of Grant Contract

1.1 Effective date:

July 1, 2017. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Sponsor until this grant contract is fully executed under Minn. Stat. §16B.98, Subd. 5, however, eligible expenses may be incurred the date the appropriation becomes available.

1.2 Expiration date:

June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Sponsor's Duties

The Sponsor, who is not a state employee, will:

- (a) Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- (b) Maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual, hereinafter referred to as the "Manual" as accepted or amended by the State and available on the Snowmobile GIA Program webpage at http://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html. All work will be the responsibility of the Sponsor, its employees, or the sponsor's agent provided the agent is registered as a nonprofit corporation with the State of Minnesota.
- (c) Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.
- (d) Provide adequate maintenance and grooming on the Trail, which shall include keeping it reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance and grooming as may be required and in accordance with the trail grooming guidelines established in the manual. The Sponsor and not the State is responsible for maintaining signs and maintenance and grooming of the Trail.

3 Time

The Sponsor must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State agrees to disburse funds to the Sponsor pursuant to this Agreement based upon the satisfactory completion of significant performance benchmarks as identified below. This grant shall not exceed the Grant Amount as specified below. Funds not earned and paid out will be canceled annually at the end of the State's fiscal year (June 30).

4.2 Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Sponsor under this grant contract will not exceed \$42,324.28.

4.3 Payment

1. Trail Completion Benchmark, 45% of Total Grant Amount

Disbursement of these funds is contingent on the sponsor providing a high quality map that shows the final alignment of the trail and a Trail Completion Certification Form that the trail is open and available for use. The certification must be received by December 15th of that year. This includes having the trail brushed, bridges in repair, signs installed, gates were capable of being open (snow permitting), and any other additional work needed. Also the Sponsor ensures that interest in lands to operate a snowmobile trail have been acquired through fee, easement, lease, permit, or other authorizations of interest throughout the entire Trail.

2. **Grooming Certification Benchmark, Opening – January 15, 25% of Total Grant Amount**
A portion of the grooming monies will be disbursed to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor that the trails have been properly groomed from opening day through January 15th. The certification must be received by February 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.
3. **Grooming Certification Benchmark, January 16 – Closing, 25% of Total Grant Amount**
The second disbursement of the grooming monies will be made to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor and verification that the trails were groomed to the satisfaction of the Sponsor from January 16th through the end of the season. The certification must be received by April 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.
4. **Trail Closure/Application Submission Benchmark, 5% of Total Grant Amount**
The final payment will be based upon the Trail Closure/Application Submission Certification form received from the Sponsor. The certification must be received by May 15th. A completed application for the next year must accompany the certification. Must provide evidence that Sponsor and Club attended spring training session conducted by DNR. A map indicating the “anticipated” alignment of the trail must also be submitted. A back-up grooming plan must also be provided.

4.4 **Contracting and Bidding Requirements**

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee’s financial records, including support documentation justifying a single/sole source bid, if applicable.

- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

All services provided by the Sponsor under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Sponsor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

5.1 Penalties

In addition to the penalties identified below, if its determined performance was not met the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Snowmobile Grant-in-Aid Program.

1. If it is determined that the **Trail Completion Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 45% of the Total Annual Grant Amount.
2. If it is determined that the **Grooming Certification benchmark for the period of opening day through January 15** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
3. If it is determined that the **Grooming Certification benchmark for the period of January 16 through the end of the season** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
4. If it is determined that the **Trail Closure/Application Submission Certification** benchmark in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 5% of the total annual Grant Amount.

6 Authorized Representative

The State's Authorized Representative is Jeremy Losinski, Area Supervisor, 10590 Co Rd 8 NE, PO Box 457, Spicer, MN 56288, 320-796-6281 Ext 229, jeremy.losinski@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Sponsor's Authorized Representative is Kim Saterbak, Auditor, P O Box 207, Benson, MN 56215, 320-843-4069, kim.saterbak@co.swift.mn.us. If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Sponsor shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 **Amendments**

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 **Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 **Grant Contract Complete**

This grant contract contains all negotiations and agreements between the State and the Sponsor. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 **Liability**

The Sponsor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Sponsor or the Sponsor's agents or employees. This clause will not be construed to bar any legal remedies the Sponsor may have for the State's failure to fulfill its obligations under this grant contract.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Sponsor's or the sponsor's agent's books, records, documents, and accounting procedures and practices of the Sponsor, the sponsor's agent, or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 **Government Data Practices and Intellectual Property Rights**

The Sponsor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Sponsor under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Sponsor or the State. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released. The Sponsor's response to the request shall comply with applicable law

11 **Workers Compensation**

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

12 **Publicity and Endorsement**

12.1 **Publicity**

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant

appropriation must publicly credit the State of Minnesota, including on the Sponsor's website when practicable.

12.2 Endorsement

The Sponsor must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination and Funding

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Sponsor. Upon termination, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination or Reduction for Insufficient Funding

The state can reduce or terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Sponsor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Sponsor notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Termination by Contract

This grant contract may also be terminated upon mutual agreement by the State and the Sponsor.

14.5 Funding

The State's sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints, including but not limited to the Minnesota Legislature not appropriating sufficient funding for the program or there not being enough funding in the snowmobile account, the grant amount may be reduced or this contract may be terminated by the State. Due to variability in revenues to the snowmobile account, in FY2018 the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Sponsor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Sponsor to file state tax returns and pay delinquent state tax liabilities, if any.

16 Invasive Species Prevention

16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work.

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control

16.2 Cleaning and disposal of material cleaned. If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

17 Accessibility

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>.

18 Technical Assistance

Upon the request of the Sponsor to the extent possible, the State will provide technical assistance with major problems encountered in the maintenance and grooming of the Trail.

19 Conflict of Interest

Conflicts of interest include any relationship or matter which might place the Grantee in a position of conflict, real or apparent, between their responsibilities under the contract and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Grantee in the matter.

By signing this contract, the Grantee certifies that they have establish safeguards to prohibit its employees from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest, they have reported and/or do not have any current conflicts of interest at this time and are responsible for notifying the Grantor in writing of any actual or potential conflicts of interest that arise during the life of this award.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. ' ' 16A.15 and 16C.05

Signed: Monica J. Guggisberg

Date: 9-14-17

SWIFT Contract/PO No(s). 131974 3-122602

2. SPONSOR (Swift County)

The Sponsor certifies that the appropriate person(s) have executed the grant contract on behalf of the Sponsor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: Parks and Trails Division Director or Deputy Director

Date: _____

Distribution:

Agency

Sponsor

State's Authorized Representative

Exhibit A

RESOLUTION

**AUTHORIZING SPONSORSHIP OF TRAILS OPERATED BY THE
NORTHERN LIGHTS TRAILS SNOWMOBILE CLUB**

Motion by Commissioner Hendrickx Seconded by Commissioner P. Peterson

BE IT RESOLVED, that Swift County act as the legal sponsor for an application to funding to the State of Minnesota Department of Natural Resources for the maintenance of snowmobile trails managed by the Northern Lights Trails Snowmobile Club; and

BE IT FURTHER RESOLVED, that upon approval of its application by the State, Swift County may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreement; and

BE IT FURTHER RESOLVED, that Eric Rudningen, County Board Chairman and Kelsey Baker, Clerk of the Board are authorized to sign such an agreement with the Department of Natural Resources; and

BE IT FURTHER REOLVED, that Kimberly Saterbak, County Auditor, is hereby authorized to serve as the fiscal agent for the above referenced project; and

BE IT FINALLY RESOLVED, that notwithstanding the financial assistance provided for in the State Contract, Swift County shall not be liable for such costs as are incurred by the Club because state funds are depleted.

Adopted on a 5-0 vote by the Swift County Board of County Commissioners the 16th day of May 2017.

Swift County Board of Commissioners


Eric Rudningen, Chairman

ATTEST:


Kelsey Baker
Clerk of the Board

Fox y
P Peterson y

Hendrickx y
Rudningen y

E Pederson y





Request for Board Action

BOARD MEETING DATE:
October 3, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of the 2017 adjusted Woodland Centers Contract	
AGENDA YOU ARE REQUESTING TIME ON: Regular board	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Board action needs to be taken to continue to approve Woodland Centers contract for 7/19/2017-12/31/2017.
BACKGROUND/JUSTIFICATION: With Counseling Associates closing, Woodland Centers has agreed to absorb additional mental health services and provide School linked services. This requires an additional 1.2 FTE which increases Woodland Centers costs. Woodland has also adjusted their payment structure which provides payment for the positions and quarterly reimbursement to SCHS for 3 rd party payments.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING: Monthly payments to Woodland with 1/4ly revenue from Woodland to offset monthly contribution

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.

Purchase of Service Contract

405 - WC

2017

Swift County Human Services, 410-21st Street South, Benson, Minnesota, 56215, hereinafter referred to as the "Department" and **Woodland Centers, 1125 SE 8th Street, Willmar, MN, 56201**, hereinafter referred to as the "Contractor", enter into this agreement for the period of **July 17, 2017 to December 31, 2017**, regardless of signature dates.

Witnesseth

WHEREAS, the Department, wishes to purchase practitioner mental health services (skills) from the Contractor; and

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

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such mental health services; and

WHEREAS, the Department, pursuant to M.S. 373.01, 373.02 and 256M wishes to enter into a Host County Contract with the Contractor; and

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Department and the Contractor agree as follows:

100 Definitions

Department's Designated Agent - The County Human Services Director shall be the Department's Designated Agent for the purpose of receiving notification under the terms of this Contract.

Intensive Family Based (IFB): Is a Licensed or License Eligible Mental Health Professional that will serve children and their parents/guardians whose children are determined to be at high risk of needing a placement out of the home or have been place out of the home temporarily an can return quickly with the IFB provider assigned. The IFB Provider will receive referrals directly from the Department and will (in imminent cases) meet with the family within 72 hours or less of the referral. Services will be provided intensively, several times per week. This person will be responsible to complete an expedited Family Assessment, Diagnostic Assessment as needed/required and further develop Safety Plans as necessary. It is understood that Woodland Centers will reimburse the Department on a quarterly basis for any third party payments collected on behalf of the Intensive Family Based Provider. Contractor will provide the IFB the proper training and supervision required for this position.

200 Purchase of Services

At the request of the Department, the Contractor agrees to furnish the following services: 1.5 FTE of Mental Health Practitioner for Home-Based and 0.2 FTE of Mental Health Professional of IFB.

If the FTE in these positions falls below 80% of the contract amount, the Contractor will prorate the monthly installment to reflect this reduction in FTE. If the FTE increases by over 20% of the contracted amount, the Contractor will bill the Department for this additional time.

For the contract starting July 17, 2017 through December 31, 2017:

The total amount to be paid to the Contractor for purchased Home-Based Services will not exceed \$56,725.70 for the duration of the contract. This will be paid in equal monthly installments of \$10,313.76 for the months of August through December 2017 and a prorated amount of \$5,156.88 for the month of July 2017.

The total amount to be paid to the Contractor for purchased IFB Services will not exceed \$9,122.68 for the duration of the contract. This will be paid in equal monthly installments of \$1,658.67 for the months of August through December 2017 and a prorated amount of \$829.34 for the month of July 2017.

For the contract starting January 1, 2018 through December 31, 2018:

The total amount to be paid to the Contractor for purchased Home-Based Services will not exceed \$123,765.15 for the duration of the contract. This will be paid in equal monthly installments of \$10,313.76.

The following Brass Codes need to be attached to the services and individual the services are provided too.

- 4040 - Client Outreach Family Community Support Services
- 4300 – Other Family Community Support Services.
- 1630 – Family Based Life Management Skills (Child Protection Grant)
- 1610 – Family Based Crisis Skills (Child Protection)
- 1620 – Family Based Counseling Skills (Child Protection)
- 4050 – Child Diagnostic Assessment/Psychotherapy (Mental Health)
- 4530 – Child Outpatient Psychotherapy (Mental Health)
- 4550 – Child Outpatient Medication Mgmt (Mental Health)
- 4620 – Family Based Counseling Skills (Mental Health)

300 Delivery of Services

1. The Contractor agrees to use only qualified personnel to provide any services purchased under this Contract. If licensing or certification is a necessary prerequisite for provision of services, the Contractor ensures that personnel and services are properly licensed or certified in accordance with provisions of applicable State law or Minnesota Rules.
2. Services will be provided to individuals by the Contractor at the family's home within Swift County. Appointments will be arranged to take place in the individual's home at mutually convenient times.
3. The Contractor agrees to provide services, when applicable, in accordance with Minnesota Rules, parts 9505.0324 (Medical Assistance Provider Rule) and in accordance with the type, amount, frequency and duration stated in each family's treatment plan. The amount, type, frequency, and duration of the purchased services shall be directed toward achievement of goals and objectives stated in the treatment plan.
5. The Contractor agrees to notify the Department in writing within 10 (ten) days whenever the Contractor is unable to or is going to be unable to provide the quality or quantity of services to achieve the objectives as required by this Contract. Upon such notification, the Department and Contractor shall determine whether the Contract should be modified or canceled.
6. Nothing in this Contract shall be construed as requiring the Contractor to provide services, or the Department to continue purchasing services from the Contractor for any eligible family upon cancellation or termination of the Contract.
7. Specific expectations of the Contractor in relation to those cases specifically referred by the Department and in which the case manager has requested on-going involvement:
 - perform customary 'skills services'
 - perform customary family therapy
 - maintain contact with the Department's case manager
 - attend foster placement reviews when requested
 - obtain necessary authorizations to exchange information
 - prepare reports for case managers as needed
8. Specific expectations of the Department in relation to those cases that a Department case manager makes a referral to the Contractor include:
 - complete an initial assessment of family issues and prepare appropriate referral information for the Contractor;
 - coordinate overall case management services;
 - actively participate in arranging family case staffing's, foster placement reviews, and the like;
 - perform any necessary court services related functions.

400 Eligibility for Services

1. The Contractor shall have responsibility for determining the eligibility of any person in need of services and for whom the provisions of this Contract would apply. The Department will also ensure that a **Release of Information** document is completed to permit mutual exchange of information

between the Contractor and the Department in those cases requiring such disclosure.

2. The Contractor agrees not to charge any program or service fee to an eligible family.

3. If the Department has determined that a family is no longer eligible to receive services or that services are no longer needed or appropriate, the Department should notify the Contractor within five (5) days of the determination. Further, that Department should notify the family of proposed action and of the right to appeal this proposed action.

4. The Contractor agrees to notify the Department and the male or female head of the family in writing whenever the Contractor proposes to prematurely discharge or terminate service. The notice must be sent at least 10 (ten) days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of service(s), and document the attempts to resolve the specific grounds. The Contractor shall not prematurely discharge or terminate services to a family unless delay would seriously endanger the health, safety, or well-being of the individual family members or others.

500 Contractor Autonomy

Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over the autonomy with respect to:

- The application of its own intake procedures and requirements of clients.
- The methods, times and means, and personnel for furnishing purchased services to eligible clients.
- The determination of when to terminate purchased services.

600 Performance Based Criteria

1. Target Group - This Contract is aimed at serving families with a high-risk for out of home placement and/or reunification/stabilization efforts after out of home placement.

2. Client Goal - As a result of service provision, families served will attain the highest level of self-sufficiency and wellness that is possible. Additionally, families receiving services will attain family objectives contained in the treatment plan.

3. Outcome Indicator - The major measure of service success will be the ability to effectively manage daily living without the need to be in a more restrictive living arrangement. Specific indicators of success are:

- a. positive change in intra-family relations
- b. positive change in inter-personal relations
- c. positive change in parent/child relations
- d. positive change in daily living

4. Performance Target - The service outcome targets established in relation to expected outcome indicators at time of case closure are:

- a. 80% of individuals positive change in intra-family
- b. 90% of individual's positive changes in inter-personal
- c. 75% of individual's positive changes in parent/child
- d. 80% of individual's positive change in daily living

700 Treatment Plan

1. Services provided will be designed to assure that the individual/family served attains the goals specified in the **Treatment Plan**. The Contractor will prepare a **Treatment Plan** within 30 days of the initial visit with the family; it will include short-term objectives having measurable criteria. The contractor will ensure the Department receives a copy of the **Treatment Plan** with the first month's report.

2. The Contractor agrees to develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the **Treatment Plan** by the family and to complete monthly progress

reports. These reports will be entered into the Contractor's client files. The Contractor agrees to develop reports that will contain sufficient specificity to enable the Department to monitor and evaluate the family's achievement of goals and objectives stated in the **Treatment Plan**.

800 Contractor Qualifications and Training

The Contractor is qualified to provide services in accordance with the provision of Minnesota Rules, parts 9505.0170 to 9505.0475 (Medical Assistance Provider Rule).

900 Payment for Service

1. For those clients that are receiving Medical Assistance, the Contractor will seek reimbursement by submission of HCFA-1500, or its equivalent, documents to the Department of Human Services. Such submissions should be made on a timely basis to ensure prompt reimbursement for services provided.

2. For those clients that have other 3rd party insurance coverage, the Contractor will seek reimbursement by submission of appropriate insurance claims as is required by the insurance carrier. Such submissions should be made on a timely basis to ensure prompt reimbursement for services provided.

3. The Contractor shall submit, within 5 days after the end of the month of service, a standard **Vendor Service Voucher** for services provided each month of this Contract. The **Voucher** should distinguish between the type of services provided, family names, number of units of services and other data required by the Department. The **Voucher** will be signed or approved by an authorized individual. The Department shall insure payment is made within 30 days of receipt of a properly completed **Voucher**.

4. The Contractor agrees to make such disclosures of ownership and control information to the Department as is required by Title 42, Code of Federal Regulation, sections, 455.100 to 455.106.

1000 Audit and Record Disclosure

1. The Contractor agrees to provide the following financial, statistical, or social service reports to the Department:

- Psychological evaluation and other like reports - as needed
- Vendor Service Vouchers - monthly
- Statistical Reports - monthly

2. The Department's procedures for monitoring and evaluating the Contractor's performance under this contract may include, but are not limited:

- review of client files
- review of Contractor's financial, statistical and program records
- review of reports and data supplied by the Contractor at the Department's request.

3. The Contractor agrees to allow personnel of the Department, the Minnesota Department of Human Services, and the Department of Health and Human Services to access Contractor's files, and access to and the right to copy records at reasonable hours to exercise their responsibility to monitor purchased services.

4. The Contractor agrees to maintain all records pertaining to the Contract at **1125 SE 8th Street, Willmar, Minnesota**.

5. The Contractor agrees to comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures as defined in the Department of Human Services Manual, SSM X.1000 to X.1400, and the administrative rules of the Department of Human Services.

1100 Safeguard of Client Information

1. The collection, maintenance, and dissemination of data pertaining to eligible persons shall be in

accordance with Minnesota Statutes, Chapter 13.

2. The individual employed by the Contractor who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, section 13.46, subd. 10, paragraph (d) shall be **Dr. Ashley Kjos**.

1200 Equal Employment Opportunity, Civil Rights and Non-Discrimination

1. When applicable, the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; and all other federal regulations which prohibit discrimination in any program receiving federal financial assistance.

2. When applicable, the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073. This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months. The Contractor also agrees to comply with all other applicable provisions in Minnesota Statutes, Chapter 363.

1300 Fair Hearing and Grievance Procedures

The Department agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

1400 Bonding, Liability, Indemnity, Insurance and Audit

1. Bonding (For Private/Non-Profit Contractors Only): The Contractor agrees to obtain and maintain for the duration of this Contract a fidelity bond covering the activity of the Contractor's personnel authorized to receive or distribute monies. Such bond shall be in the amount of **\$100,000**.

2. Liability (For State Operated Contractors Only): To the extent provided in the Tort Claims Act, Minnesota Statutes, section 3.736, the Contractor agrees to be responsible for loss, damage or injuries arising from its own negligence if:

- by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving services from the Contractor; or
- by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor or employee thereof has undertaken or is furnishing the care or service called for under this Contract.

3. Indemnity (For Private/Non-Profit Contractors Only): The Contractor agrees that it will at all times indemnify and hold harmless the Department from any and all liability for loss, damage or injuries arising from its performance under this Contract:

- by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or its assigns; or
- by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor, the Contractor's assigns or employee thereof has undertaken or is furnishing the care or service called for under this Contract.

4. Insurance (For Private/Non-Profit Contractors Only): The Contractor further agrees, in order to protect itself and the Department under the indemnity provisions set forth above, to at all times during the term of this Contract have and keep in force a liability insurance policy in the amount of **\$1,000,000** for bodily injury or property damage to any one person or individual and **\$1,500,000** for total injuries or damages arising from any one incident.

5. Audit The Contractor agrees that within 90 days of the close of its fiscal year an audit will be conducted which will meet the requirements of the Single Audit Act of 1984, P.L. 98-502 and Office of

Management and Budget Circular No. A-128. After completion of the audit, a copy of the audit report shall be filed with the Department.

The Contractor agrees that it will at all times indemnify and hold harmless the Department from any and all liability for loss, damage or injuries arising from its performance under this Contract if:

- by reason of any service, a person suffers personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or its assigns; or
- by reason of any service, a person causes injury to, or damage to, the property of another person or individual during any time when the Contractor, the Contractor's assigns or employee thereof has undertaken or is furnishing the care or service called for under this Contract.

1500 Conditions of the Parties' Obligations

1. This Contract may be canceled by either party at any time, with or without cause, upon 30 days notice, in writing, delivered by mail or in person.

2. Before the termination date specified in section 1 of this Contract, the Department may evaluate the performance of the Contractor in regard to terms of this Contract to determine whether such performance merits renewal of this Contract. This paragraph does not create an option for renewal of this Contract.

3. Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing, and properly executed by both parties.

4. If the Department determines that funds are not being administered in accordance with the approved service plan, budget or that services are not being properly provided according to the terms of this Contract, the Department may terminate this Contract after notice has been provided to the Contractor.

1600 Contractor Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the Agency from purchasing goods or services with Federal money from vendors who have been suspended or debarred by the Federal government. Similarly, Minnesota Statutes, Section 16C.02, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this contract, the Contractor certifies that it and its principals* and employees:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any Federal, State or local governmental department or agency;
- have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract; 2) violated any Federal or State antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; 2) violating any Federal or State antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above; and

- shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing; a public (Federal, State or local government) transaction; violating any Federal or State antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

* "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions.)

Directions for On Line Access to Excluded Providers - To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <https://exclusions.oig.hhs.gov>. If you do not have access to the website, and/or need the information in an alternative format, contact: Catie Lee, Director, Swift County Human Services, 410-21st Street South, Benson, Minnesota 56215, email catie.lee@co.swift.mn.us or call 320-843-3160.

1700 Subcontracting

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Contract without prior written approval of the Department.
2. All subcontractors shall be subject to and shall meet all requirements of this Contract.
3. The Contractor shall ensure that any and all subcontracts to provide services under this Contract shall contain the following language:

"The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the subcontractor for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, of all or any part of the Contract between the County Board and the Contractor. The subcontractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to any may recover from the subcontractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity."

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance with the subcontract.

1800 Noncompliance

1. If the Contractor or subcontractor fails to comply with the provisions of this Contract, the Department may seek any available legal remedy.
2. Either party shall notify the other party within 30 days when a party has reasonable grounds to believe that this Contract has been, or will be breached in a material manner. The party receiving such notification shall have 30 days, or such other reasonable period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

1900 Miscellaneous

The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Contract. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services

has standing to take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, of all or any part of the Contract between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

2000 HIPAA Protocol

The Contractor provides assurances to the Department that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Department; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

2100 Entire Agreement

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social service agency relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Signatures

1. _____ Date _____
Woodland Centers CEO

2. _____ Date _____
Director of Swift County Human Services

3. _____ Date _____
Chair, Swift County Community Social Service Board

Approved As To Form And Execution:

4. _____ Date _____
Swift County Attorney

Woodland Centers

Family Based Services Evaluation

Family Name: _____ Provider: _____
 Date Service Started: _____ Date Service Ended: _____
 Person Completing this: _____ Date Completed: _____

**Please mark the box with an "X" which best describes your opinion.
 There are no right or wrong answers. Simply: "How do you see things?"**

Criteria	Much Better	Better	Same	Worse	Much Worse
1. Relationships within the family					
2. Relationships between parents and children					
3. Ability to handle conflict and difficulties that occur					

within the family

4. Relationships with other people outside of the home

5. Feelings of self-worth and self-esteem by family members

6. Use of community services and involvement in community activities

7. Please name one or two of the most positive things you can say about the therapeutic experience:

8. During provision of services, was it necessary to place a child into substitute care? Yes No



Request for Board Action

BOARD MEETING DATE:
October 3, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approval for the annual weed spraying of a portion of the roadside ditches.	
AGENDA YOU ARE REQUESTING TIME ON: October 3, 2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: The highway department bids out roadside weed spraying annually.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	See above

Budget Information

FUNDING: County

Review/Recommendation

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

Board Action

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

Swift County Highway Department

BID TABULATIONS: Weed Control

September 26th 2017

Annual Road Ditch Maintenance Spraying:

CONTRACTOR	BID
Holmgren Roadside Spraying, LLC	\$20,640.00
DeAngelo Brothers, LLC	\$25,800.00

Budget	\$20,000.00
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Request for Board Action

BOARD MEETING DATE:
October 3, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approve the Minnesota Clean Water Partnership (CWP) Nonpoint Source Pollution Project	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: The purpose of this loan application is to offer Swift County residents a low interest loan option for upgrading failing septic systems, as well as sanitary sewer lines.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: State of Minnesota – Minnesota Pollution Control Agency (MPCA)

Review/Recommendation

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

Board Action

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



Minnesota Pollution Control Agency
 520 Lafayette Road North
 St. Paul, MN 55155-4194

CWP Loan Application

Minnesota Clean Water Partnership (CWP)
 Nonpoint Source Pollution Project

Doc Type: Application

- Before submitting the application form, review the Clean Water Partnership (CWP) Loan Program Request for Proposals (RFP).
- This form must be submitted electronically as per instructions listed in Section IX of the RFP.

Project title

Keep the title descriptive and **short**. You will be using it many times. It should include the water body name (if applicable) and the type of activity. There is a **maximum** of 50 characters, including spaces. (Examples: Lake Smith Diagnostic Study; Brown Creek Implementation Project)

Project title: Swift County SSTS Upgrades

Sponsoring organization

Sponsoring organization (See Section III of RFP for applicant eligibility):

Swift County

Primary contact person (The primary contact person is the person who can be contacted for additional information):

Scott Collins, Swift County Environmental Services

Street address: 1000 Industry Drive, P.O. Box 207

City: Benson

State: MN

Zip: 56215

Phone: 320-843-2356

Fax: 320-843-9172

Email: pam.perrizo@co.swift.mn.us

Project budget projection

State the amount of the loan funds requested.

Loan funds requested:	<u>\$250,000</u>
Match funds, including cash and in-kind services (if applicable):	<u>\$0</u>
Total project cost (sum of other 2 lines):	<u>\$250,000</u>

Project location

You must include all project location information that is applicable. Be sure to select a basin. If applicable, attach a map of the application area.

Major watershed: Chippewa River Watershed/Pomme de Terre Watershed 8-digit Hydrologic unit code: 07020005,07020002

Sub-watershed: _____ 12-digit Hydrologic unit code: _____ GPS location: _____

What type of **water body** does it affect? (check all that apply)

Stream Lake River Groundwater Other

Water body name(s): Chippewa River, Pomme de Terre River

Basin (check all that apply):

Lake Superior Lower Mississippi/Cedar Upper Mississippi Minnesota Rainy
 Red River Des Moines Missouri St. Croix

Is the water of concern a drinking water source? Yes No

Best management practice(s) Implemented with Loan Funds: (check all that apply):

- SSTS replacement Feedlot upgrade In Lake/Stream manipulation Land use practices
- Permanent structure(s): Sedimentation basin, etc. Well sealing Green infrastructure
- Other explain: _____

Project plan information

If applicable, include Web address, page numbers and effective dates from any local or regional water plans relating to this project. If a Minnesota Pollution Control Agency (MPCA)-approved Total Maximum Daily Load (TMDL) Implementation Plan or Watershed Restoration and Protection Strategies (WRAPS) is applicable, please include the appropriate information.

Comprehensive Local Water Plan: Swift County 2014-2023 Local Water Plan

MPCA-approved TMDL Implementation Plan or WRAPS: Chippewa River, Pomme de Terre River

Other plans that refer to this project work: _____

Start of project summary (four pages maximum)

Project summary

Your responses will be used by the MPCA for scoring. The description should require no more than **four pages** including the explanation statements. This is your opportunity to clearly explain and justify your proposed project. Make sure your responses address scoring criteria outlined in RFP Attachment A.

Background

Clearly identify water quality concerns and specifically define the type, location, and problem. Identify groundwater or water body use and explain how the groundwater or water body concerns are addressed in local and/or regional water plans.

The major reason for safe disposal of sewage is to prevent the spread of disease. If a septic system is properly sited, is working properly, and has been maintained regularly, it will effectively and efficiently remove disease causing bacteria. Swift County estimates that out of the estimated 3,965 individual sewage treatment systems in the county, 50% or 1,983 are in compliance with 50% or 1,983 failing to protect the groundwater or surface water. Nutrients from failing septic systems can also cause serious health problems. Improperly treated sewage can also contaminate surface waters. Being primarily agriculture and rural, many of our failing systems are hooked up to tile lines running directly into ditches or streams. Bacteria from this sewage can be harmful to humans and animals. SSTS upgrades are a priority in the Swift County Local Water Plan.

Project impact

Explain how the proposed project activities will lead to protection, enhancement, or restoration of the water of concern. Identify specific environmental, administrative, and social behavior outcomes and explain how they are meaningful to water condition improvement. Cite water quality data and reference water quality standards.

Failing SSTS can affect any types of water, groundwater and surface water, depending on why or how the system is failing. The largest effect is spread of disease and an extensive study of Minnesota's rivers and streams ("Pharmaceuticals and Chemicals of Concern in Rivers: Occurrence and Biological Effects" released January, 2017 by the MPCA) reveals that several commonly used pharmaceuticals and other commercial chemicals are present in most of the states flowing water. Some chemicals can mimic the effects of hormones in animals and cause adverse physiologic effects, such as changes to the reproductive system or to the growth and development of an organism. These compounds can alter the normal functioning and growth of the exposed organism at very low concentrations.

Protection of existing compliant systems and upgrading of failing systems will prevent the growth of this problem.

Technical feasibility

Thoroughly explain the project activities, including the scope, schedule and budget of the project. Explain the activity of the project sponsors in water planning or regulatory activities for NPS. Explain how the water of concern and its watershed have physical, hydrological, or other characteristics that can be worked with or worked around to obtain water quality protection.

The problem of SSTS is ongoing. Swift County upgrades on average 22 systems per year with approximately 32% applying for low interest loans annually.

Measurable outcomes and project deliverables

Clearly state the measurable outcomes this project would achieve and project deliverables. Deliverables are specific and tangible, and describe products such as data generated, reports, BMPs installed in target areas. Outcomes are less tangible, such as pollutant reductions that will directly improve the environment, or changed behaviors or practices, new understandings and new relationships that can inform and lead to eventual environmental improvements. Provide baseline data and estimate water quality improvements. Provide interim management measures and the understanding of the project's contribution to water quality in the watershed.

Depending on the type of failure and required upgrade we will be able to calculate total suspended solids, nitrogen, BOD 5, pathogens (e.coli) and phosphorus reductions.

If applicable, complete your best estimate as to how much your project will reduce listed pollutants.

Phosphorus: 110 lbs/yr Sediment: _____ tons/yr Nitrogen: 260 lbs/yr

Other pollutants (list):

Total Suspended Solids: 1,250 Mg/L; BOD5: 2,260 lbs/yr.; Pathogens (e.coli): 77E+130 cfu

Organization

Clearly identify the project lead and describe the relevant qualifications of project staff that will ensure success of this project. Identify community and political support for the project. Define partners' roles and responsibilities and clearly identify stakeholders. As needed, provide links to other priorities and resources. Explain how project results will be communicated.

Swift County will be the project lead. Swift County Environmental Services will implement the SSTS program for Swift County. The staff are certified, holding both inspector and design licenses. The SSTS upgrades will follow MN Rules Chapter 7080 through 7083. Reporting will be done in eLINK.

Past history

List any previous CWP or Section 319 grants or loans you have received in the past five years and describe your performance level on them. (Was reporting done on time, was eLINK and EQUIS data entered by the deadline, was the project completed as described in the project workplan and revisions, and were all of the grant or fund spents and if not, why.)

In the past Swift County has been the Loan Sponsor for loan funds obtained through the CWP loan program by the Chippewa River Watershed Project. All reporting was completed on time and eLINK data was entered by the deadlines.

Tasks and timeline

Provide a concise overview of the project and identify and describe:

- Major tasks
- Timeframe of major tasks to be completed
- Who will manage each major task
- Key milestones and when they will be reached

Swift County Environmental Services will implement the SSTS program for Swift County. The staff are certified, holding both inspector and design licenses. The SSTS upgrades will follow MN Rules Chapter 7080 through 7083. Management will include processing landowners application for the loans and permit applications. The County staff will approve the system designs and conduct site inspections. Other added components will be education and low income grant applications through BWSR to assist those that are eligible. The SSTS upgrades will be completed during the three year loan program. It is anticipated that 8-10 systems per year will be upgraded utilizing these funds.

Civic engagement (if applicable)

Indicate how this project will move beyond customary public participation, education, and outreach approaches, and think holistically and strategically about what it would take to empower individuals, businesses, and organizations to become more involved in civic life from the earliest states of watershed management processes. Please refer to the *MPCA Watershed Civic Engagement* website at <http://www.pca.state.mn.us/index.php/water/water-types-and-programs/minnesotas-impaired-waters-and-tmdls/project-resources/civic-engagement-in-watershed-projects.html>

N/A

End of project summary (four pages maximum)

Budget Information

Remember to check your addition – both across and down. Dollar amounts for the loan, match and grand total must match the Project Budget Projection on page 1 of the application.

Project expenditure budget

Complete the following table by listing the objectives that will comprise your project and estimated realistic cost of each objective. For each objective, identify the task to be done, amount of loan funds to be used for the task, and amount of match (local cash and in-kind, if applicable) to be provided for the task. Add additional rows as necessary.

Objectives	Funding types			Total
	Cash match contribution to project (if any)	In-kind match contribution to project (if any)	Dollar amount of Loan	
1. Countywide SSTS Upgrades	N/A	N/A	250,000	250,000
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
Total of program objectives:				

Loan sponsor summary:

*If more than one loan sponsor will be participating in the project list all of the loan sponsors and the amount of each loan requested:

Loan sponsor #1:	_____	Amount:	_____
Loan sponsor #2:	_____	Amount:	_____
Loan sponsor #3:	_____	Amount:	_____
Loan sponsor #4:	_____	Amount:	_____
Loan sponsor #5:	_____	Amount:	_____
Total amount requested:			_____

Conflict of Interest

A conflict of interest occurs when any of the following conditions is present:

- (a) An applicant or potential loan awardee uses his/her status to obtain special advantage, benefit, or access to the MPCA's time, services, facilities, equipment, supplies, prestige, or influence.
- (b) An applicant receives or accepts money or anything else of value from another state loan awardee or loan applicant or has equity or a financial interest in or partial or whole ownership of a competing loan applicant organization.
- (c) An applicant is an employee of the MPCA or is an immediate family member of an employee of the MPCA.
- (d) An applicant or potential loan awardee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties.
- (e) A loan awardee's objectivity in carrying out the loan project is or might be otherwise impaired due to competing duties or loyalties.
- (f) A loan awardee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors/applicants.

I certify that I have read and understand the description of conflicts of interest above and *(check one of the following two boxes)*:

- Based on the criteria and description above, I do not have any conflicts of interest.
- Based on the criteria and description above, I have an actual or potential conflict of interest, or the appearance of a conflict of interest, which I am listing immediately below.

Name/Relationship and/or Description of the Conflict of Interest (attach additional page if needed):



Request for Board Action

BOARD MEETING DATE:
October 3, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-341-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the GIS Specialist position to a GIS Coordinator	
AGENDA YOU ARE REQUESTING TIME ON: Regular Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: This position was brought to the Enhancing the Organization committee to discuss. The Position Analysis Questionnaire was filled out by the GIS Specialist and the Land Records Director to reflect the duties involved. According to the newest contract language Chelsey would go from a Grade 13, Step 2 (\$21.46) to a Grade 17, Step 1 (\$25.51) and would move to a Step 2 on her anniversary date of September 12, 2018. Section 4 – Changed 2016 Upon promotion of a permanent employee, the employee's salary shall increase at a minimum to the lowest step on the new pay grade that is at least 5 percent over their current wage. Management may consider factors such as experience, education and performance when placing a promoted employee on a step in the new pay grade, and such placement shall not be subject to the grievance procedure found in Article X. A promoted employee's last date of hire shall remain their eligibility date for the purpose of any future step increases. Employees who have their duties changed and/or added to shall be reclassified and/or upgraded to compensate for the additional responsibilities.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None

Budget Information

FUNDING: SCORE

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: Succession planning

GIS Specialist

Dept/Div: *Land Records*

FLSA Status: *Non-Exempt*

General Definition of Work

Performs intermediate skilled technical work implementing the County's Geographic Information System, providing for and performing activities related to geographic data development, maintenance, analysis and custom geospatial applications, interacting with County staff and individuals from other government organizations, and performing the technical work necessary to produce effective and efficient GIS services, and related work as apparent or assigned. Work is performed under the limited supervision of the Land Records Director.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

Assists in all project phases of the County's GIS including preliminary design, programming, testing and implementation. This includes working with County departments as well as GIS services for contracted agencies.

Assists in the development and maintenance of geographic and attribute databases. Manipulates graphic data and relates it to attribute data for desired project insuring correct representation with accepted cartographic presentation techniques.

Assists in the development of applications for the County and its partners using the most efficient and effective tools: ARC/INFO, ArcView, MapObjects, Visual Basic, HTML, JAVA, or Microsoft Office Product.

Assists in GIS data acquisition including coordination of geometry, GPS, digitizing, scanning, and photography. Installs, configures and maintains software and hardware for optimum performance of GIS, CAD, and other applications. Coordinates development and maintenance of the County Web site.

Prepares and administers grant applications for GIS and related programs.

Prepares and/or presents training about GIS technology for staff related to GIS; Online Mapping, GPS Mapping, Fleet Management (AVL), E 911 Dispatch Mapping, Pictometry; documents and develops training for procedures and applications for easy use by others.

Markets GIS Services to other government agencies to generate revenue. Assists in projects and performs GIS services for contracted agencies.

Assists with databases using quality control procedures relative to time, identification and accuracy so that data being used is up to date, correct as to classification, and has the coordinate accuracy the user expects and needs.

Knowledge, Skills and Abilities

Thorough knowledge of ESRI GIS software; thorough understanding of electronic mapping and databases associated with the County's GIS; thorough knowledge of mapping and cartography; general knowledge of industry, organization and department policies, practices, and procedures; general knowledge of related industry, organization and department legal guides, recommendations, best practices, ordinances and laws; ability to troubleshoot GIS and database problems; ability to create Web applications, ability to communicate technical information in terms that are easily understood by end-users; ability to use standard office equipment and standard spreadsheets, word processing, presentations, databases and accounting software; ability to make arithmetic computations using whole numbers, fractions and decimals, ability to compute rates, ratios and percentages; ability to establish and maintain working relationships with elected officials, associates and community members.

GIS Specialist

Dept/Div: *Land Records*

FLSA Status: *Non-Exempt*

Education and Experience

Associates/Technical degree with coursework in GIS, geography, computer science, engineering, surveying, planning, or related field and moderate experience in the application of GIS technology and a strong working knowledge of ESRI, or equivalent combination of education and experience.

Physical Requirements

This work requires the occasional exertion of up to 10 pounds of force; work frequently speaking or hearing and occasionally requires standing, walking, sitting, using hands to finger, handle or feel, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data and using of measuring devices; work occasionally requires working near moving mechanical parts and exposure to the risk of electrical shock; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Valid driver's license.

Last Revised: 6/1/2015

GIS Coordinator

Dept/Div: Land Records

FLSA Status: Exempt

General Definition of Work

Performs difficult skilled technical work implementing the County's Geographic Information System, providing for and performing activities related to geographic data development, maintenance, analysis and custom geospatial applications, interacting with County staff and individuals from other government organizations, and performing the technical work necessary to produce effective and efficient GIS services, and related work as apparent or assigned. Work is performed under the general direction of the Land Records Director.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

Manages and directs the County's GIS in all project phases including preliminary design, programming, testing and implementation. This includes coordination with County departments as well as GIS services for contracted agencies.

Coordinates the development and maintenance of geographic and attribute databases. Manipulates graphic data and relates it to attribute data for desired project insuring correct representation with accepted cartographic presentation techniques.

Manages and develops applications for County and partners using the most efficient and effective tools: ARC/INFO, ArcView, MapObjects, Visual Basic, HTML, JAVA, or Microsoft Office Product.

Manages GIS data acquisition including coordination of geometry, GPS, digitizing, scanning, and photography.

Installs, configures and maintains software and hardware for optimum performance of GIS, CAD, and other applications.

Coordinates development and maintenance of the County Web site.

Prepares and administers grant applications for GIS and related programs.

Prepares and/or presents training about GIS technology for staff related to GIS; Online Mapping, GPS Mapping, Fleet Management (AVL), E 911 Dispatch Mapping, Pictometry; documents and develops training for procedures and applications to easy use by others.

Markets GIS Services to other government agencies to generate revenue. Manages projects and performs GIS services for contracted agencies.

Manage databases using quality control procedures relative to time, identification and accuracy so that data being used is up to date, correct as to classification, and has the coordinate accuracy the user expects and needs.

Knowledge, Skills and Abilities

Comprehensive knowledge of ESRI GIS software; comprehensive understanding of electronic mapping and databases associated with the County's GIS; thorough knowledge of industry, organization and department policies, practices, and procedures; thorough knowledge of mapping and cartography; general knowledge of related industry, organization and department legal guides, recommendations, best practices, ordinances and laws; ability to troubleshoot GIS and database problems; ability to create Web applications, ability to communicate technical information in terms that are easily understood by end-users; ability to use standard office equipment and standard spreadsheets, word processing, presentations, databases and accounting software; ability to make arithmetic computations using whole numbers, fractions and decimals, ability to compute rates, ratios and percentages; ability to establish and maintain working relationships with elected officials, associates and community members.

GIS Coordinator

Dept/Div: *Land Records*

FLSA Status: *Exempt*

Education and Experience

Bachelor's degree with coursework in GIS, geography, computer science, engineering, surveying, planning, or related field and considerable experience in the application of GIS technology and a strong working knowledge of ESRI, or equivalent combination of education and experience.

Physical Requirements

This work requires the occasional exertion of up to 10 pounds of force; work frequently speaking or hearing and occasionally requires standing, walking, sitting, using hands to finger, handle or feel, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires close vision, distance vision, ability to adjust focus, depth perception and color perception; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, using of measuring devices and operating motor vehicles or equipment; work occasionally requires working near moving mechanical parts and exposure to the risk of electrical shock; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Valid driver's license in the State of Minnesota.

Last Revised: 10/24/2014



Springsted Incorporated
 380 Jackson Street, Suite 300
 Saint Paul, MN 55101-2887

Tel: 651-223-3000
 Fax: 651-223-3002
 www.springsted.com

MEMORANDUM

TO: Employees of Swift County, MN
 FROM: Julie Urell, Springsted
 DATE: August, 2017
 SUBJECT: **Instructions for Completing Your Position Analysis Questionnaire**

Please read these instructions before completing your Position Analysis Questionnaire (PAQ). This form is used to obtain information about your position and will be used to develop a class description. The questionnaire consists of multiple-choice and fill-in-the-blank questions; please be clear, accurate and complete. For multiple-choice questions, please check only the appropriate box on the left-hand side of the document; the right-hand box is for your supervisor or department/division head to complete; **check only one box per question, except for question 20 and the American with Disabilities Act section. Please complete and return the PAQ to your supervisor.**

Tips for Completing Your PAQ

- Spell out acronyms – acronyms may be exclusive to your department and mean something else nationally or to another part of the organization
- Minimum Requirements – Answer the questions based on the minimum requirements needed to perform the duties of the position (you may have 10 years of experience, but would a new hire need that to do the job?).
- Priority/Description of Duties – Question number nine (9) is the most important question, which requests the priority and description of your duties. This question provides you the opportunity to explain your day-to-day duties in your words.
 - Give this question extra thought and provide your response as clearly and completely as possible, so that someone who has never met you or performed your duties may understand what your job entails.
 - Think about your day, week, month and even year on the job; some major duties are performed annually.
 - Begin with your most important duty and continue on down to the least important duty.
 - Try to keep the description to one-line or short phrases; begin each statement with a verb. Avoid paragraphs.
 - As a percentage, indicate the amount of time that it takes for you to complete each of the described tasks. Please keep in mind that the most important duty may not take the highest percentage of time.
 - Percentages should total 100%; it is strongly recommended that these percentages should be no smaller than 5%.

TO: Supervisors and/or Division/Department Heads
 SUBJECT: **Instructions for Completing Position Analysis Questionnaire**

After the employee or group of employees under your day-to-day supervision has completed a PAQ, they should return them to you for your review and verification. You will want to check the appropriate boxes on the right-hand side of every page, either agreeing or disagreeing with the boxes the employee has checked on the left-hand side. There is a section on Page 5 where you can comment on the accuracy and completeness of the employee's response. Please note any comments in this section and do not make any changes to employee responses.

Swift County, Minnesota
Position Analysis Questionnaire

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

10. Education and Experience - Please indicate the minimum education and minimum experience level needed to complete the normal, day-to-day tasks:

<i>Employee (check one)</i>	<i>Supervisor (check one)</i>
<input type="checkbox"/> Less than High School Diploma or GED.....	<input type="checkbox"/>
<input type="checkbox"/> High School Diploma or GED.....	<input type="checkbox"/>
<input type="checkbox"/> Associates Degree.....	<input type="checkbox"/>
<input checked="" type="checkbox"/> Bachelors Degree.....	<input checked="" type="checkbox"/>
<input type="checkbox"/> Masters Degree.....	<input type="checkbox"/>
<input type="checkbox"/> PhD.....	<input type="checkbox"/>
<input type="checkbox"/> Other.....	<input type="checkbox"/>

Major/Coursework: GIS (Geographic Information Systems), geography, computer science, surveying, or related field

Type of Experience: Daily application of GIS technology and ESRI software

Years of Experience

<input type="checkbox"/> No experience.....	<input type="checkbox"/>
<input type="checkbox"/> Less than one year (minimal).....	<input type="checkbox"/>
<input type="checkbox"/> One to three years (moderate).....	<input type="checkbox"/>
<input checked="" type="checkbox"/> Three through five years (considerable).....	<input checked="" type="checkbox"/>
<input type="checkbox"/> Six or more years (extensive).....	<input type="checkbox"/>

11. Licenses, Certificates and Registrations - Please indicate if there are any licenses, certificates and/or registrations required to perform your job (e.g. driver's license) (*Supervisor's comments regarding this information may be provided in the Supervisor's Comments section*)

Valid driver's license in the State of Minnesota

Are these required: Upon Hire Within 6 months Within 1 year Within 2 years
If requirement is specific to the license, certification or registration, please indicate timeframe by each one individually.

12. Special Training - Please indicate if there is any special training required to perform your job. (*Supervisor's comments regarding this information may be provided in the Supervisor's Comments section*)

<u>CONNECTExplorer Administration Remote Training</u>	<u>ESRI (ArcMap) Continuing Education (ongoing)</u>
<u>Parcel Fabric Training</u>	<u>GIS Industry Webinars (ongoing)</u>
<u>MN NG 9-1-1 Meetings and Webinars (as needed per state)</u>	<u>GIS User Trainings (i.e. GeoLynx, GIS Midwest, etc.)</u>
<u>AcrGIS On Line and Application Training</u>	

Are these required: Upon Hire Within 6 months Within 1 year Within 2 years
If requirement is specific to the training, please indicate timeframe by each one individually.

13. Work Level - Level of work required to complete your normal, day-to-day duties satisfactorily.

<input type="checkbox"/> Handles everyday, reoccurring basic assignments and problems.....	<input type="checkbox"/>
<input type="checkbox"/> Handles a variety of typical assignments and problems independently.....	<input type="checkbox"/>
<input checked="" type="checkbox"/> Senior or supervisory level; handles all advanced assignments and problems except those requiring policy or procedural change.....	<input checked="" type="checkbox"/>
<input type="checkbox"/> Managerial in nature; directs all assignments and deals with all problems.....	<input type="checkbox"/>

14. Work Complexity - Complexity and difficulty level associated with the tasks necessary to complete your work. Consider the level of judgment, analytical ability and creativity required and whether there are standards, policies and procedures that guide your actions.

<input type="checkbox"/> Regular and repetitive tasks, processes or operations requiring the selection and execution of actions based on defined procedures.....	<input type="checkbox"/>
<input type="checkbox"/> Fairly standard procedures and tasks where basic analytical ability is required, such as comparison of numbers and facts to select the correct actions. Detailed guidelines and procedures are generally used to make decisions or determine actions.....	<input type="checkbox"/>
<input type="checkbox"/> Requires the application of a variety of procedures, policies and/or precedents and moderate analytic ability in adapting standard methods to fit facts and conditions.....	<input type="checkbox"/>
<input type="checkbox"/> Considerable analytical ability is needed to select, evaluate and interpret data from several sources; interpretation of guidelines, policies and procedures is required.....	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Widely varied and involving many complex and significant variables, requiring analytical ability and inductive thinking in adapting policies, procedures and methods to fit unusual and complex situations.....	<input type="checkbox"/>

15. **Working Conditions** - Conditions you are subjected to during your day-to-day duties:
- Absence of disagreeable conditions
 - Involves occasional exposure to some disagreeable elements (*dust, heat, fumes, cold, noise, vibration or wetness*) and accidents are improbable other than minor injuries.
 - One or more elements above; involves frequent exposure to hazards where lost-time accidents are definitely possible
 - Several elements above are occasionally present to the extent of being objectionable or regular exposure to work situations that could result in incapacitating accidents or, on occasion, loss of life
 - One or more of the above elements are regularly present and objectionable, or continuing exposure to work situations that could result in incapacitating accidents or periodic exposure to situations involving hazards that could result in total disability, critical illness or loss of life
 - Continuous exposure to work situations involving hazards that could result in total disability, critical illness or loss of life, despite the provision and/or implementation of available safety measures.

16. **Mental Stress and/or Effort** - Conditions you are subjected to during your day-to-day duties:
- Limited mental effort and/or stress
 - Some mental effort and stress involved resulting in inconvenience and frustration.
 - Considerable mental effort and stress
 - Serious mental stress involved that could, over a period of time, result in temporary nervous disorder and severe mental anguish.
 - Severe mental stress involved that could result in permanent nervous disorder/mental instability

17. **Interpersonal Skills and Communication Skills** - Skills required during your day-to-day duties:
- Little or no contact required except with immediate associates and direct supervisor
 - Regular contact within the department and periodic contacts with other departments, outside agencies and the general public
 - Regular contact within the department and other departments, outside agencies and general public (supplying or seeking information) on specialized matters.
 - Outside and inside contacts to carry out organization programs or occasional contacts with officials at higher levels on matters requiring cooperation, explanation and persuasion, or work requiring enforcement of laws, ordinances, policies and procedures
 - Regular contact with persons of importance and influence involving considerable tact, discretion and persuasion.
 - Continuing contact involving difficult negotiations calling for well-developed sense of timing and strategy; representing department or organization in policy settings

Please list people or groups with whom you must interact and/or communicate in the performance of your job.

(e.g.: citizens, customers, clients, elected officials, supervisors, subordinates, consultants, engineers, etc.)

<u>citizens</u>	<u>contracted agencies</u>
<u>cities</u>	<u>supervisors</u>
<u>State of Minnesota</u>	<u>county departments</u>
<u>other government agencies</u>	<u>elected officials</u>

18. **Level of Responsibility** - How much freedom or independence is required or allowed in the performance of your normal duties:
- Close supervision, or tasks are so routine and standardized that they do not require supervision.
 - Moderate supervision within standard operating procedures; supervisor or senior workers are generally nearby to answer questions, make "judgment calls" and/or prioritize work
 - Limited supervision with general autonomy in determining how objectives are achieved; supervisors generally set operating benchmarks, goals and objectives
 - General direction, based on broad goals and policies
 - Involves setting policies and goals for the department or organization operation

19. **Organizational Impact and Consequences** - How your daily duties impact the organization and the consequences of those duties:
- Supportive, informational, recording or other services to assist others in producing correct and effective results; minor consequences

- Assisting and supporting others or individually providing data or facilitating services for use by others; minor to moderate consequences.....
- Daily actions or services affect individual clients/citizens; activity has moderate impact on specific cases in service area....
- Participating with others (within and/or outside of community/agency) in program development, service delivery and supervision of subordinate staff; moderate to serious impact.....
- Major individual impact on and accountability for end results affecting organizational unit or total community/agency.....

20. **Supervision and/or Oversight** - The scope and type of responsibility that you exercise as a supervisor or lead worker of other employees. *(Supervisor's comments regarding this information may be provided in the Supervisor's Comments section)*

Do you supervise or have oversight of other positions: Yes, continue in this box No, continue to next section

Please check all that apply:

- N/A Work Group/Team Unit/Section Department Division Organization

List the positions by title, along with number of individuals within the position, that you have responsibility for:

_____	_____
_____	_____
_____	_____
_____	_____

For the positions listed above, do you effectively recommend or take action on the following:

Effectively Recommend	Take Action		Effectively Recommend	Take Action	
<input type="checkbox"/>	<input type="checkbox"/>	Hire	<input type="checkbox"/>	<input type="checkbox"/>	Suspend
<input type="checkbox"/>	<input type="checkbox"/>	Assign Work	<input type="checkbox"/>	<input type="checkbox"/>	Terminate
<input type="checkbox"/>	<input type="checkbox"/>	Direct Work	<input type="checkbox"/>	<input type="checkbox"/>	Discipline (Oral Reprimand)
<input type="checkbox"/>	<input type="checkbox"/>	Reward	<input type="checkbox"/>	<input type="checkbox"/>	Discipline (Written Reprimand)
<input type="checkbox"/>	<input type="checkbox"/>	Transfer	<input type="checkbox"/>	<input type="checkbox"/>	Evaluate Performance
<input type="checkbox"/>	<input type="checkbox"/>	Promote	<input type="checkbox"/>	<input type="checkbox"/>	Demote
<input type="checkbox"/>	<input type="checkbox"/>	Adjust Grievances	<input type="checkbox"/>	<input type="checkbox"/>	Coach and/or Counsel
<input type="checkbox"/>	<input type="checkbox"/>	Train	<input type="checkbox"/>	<input type="checkbox"/>	Develop Staff Schedules
<input type="checkbox"/>	<input type="checkbox"/>	Inspect Work	<input type="checkbox"/>	<input type="checkbox"/>	Other

Supervisor's Comments (To be completed by immediate supervisor of employee)

Are the statements provided by the employee accurate and complete? Yes No Please indicate any inaccuracies or incomplete items.

Chelsey willingly takes on tasks in the GIS field and shows initiative in determining the best path of action and completing various projects.

She is knowledgeable of her field and organizes her work well. She has numerous contacts of organizations and persons wanting and needing her services.

She totally manages the GIS work and stays on task consistently.

I certify that the answers to the above questions are my own and to the best of my knowledge and belief are correct and complete.

Chelsey Bagent

8/22/2017

Employee(s) E-Signature(s)

Date

Mary Amundson

8/22/2017

Supervisor or Dept/Div Head E-Signature

Date

Americans with Disabilities Act Supplemental Information Form

In order to assist in developing class descriptions which recognize and accommodate the requirements of the Act, each employee is requested to complete the attached ADA supplemental information form. Please check only those physical requirements or activities and sensory requirements that are **absolutely necessary** to perform the essential functions of your job and those environmental conditions which apply. **If options provided are not applicable, please do not check the corresponding box.**

The employee should check the appropriate box on the left side of the form. Supervisors should review information provided by the employee and verify the requirements of the position by checking the appropriate box on the right side of the form.

1. The physical requirements of this position.

Does this job require that weight be lifted or force be exerted? If so, how much and how often? Check the appropriate boxes below.

	Employee Amount of Time				Supervisor's Input			
	None	up to 1/3	1/3 to 2/3	2/3 & up	None	up to 1/3	1/3 to 2/3	2/3 & up
Up to 10 pounds of force	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 25 pounds of force	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 50 pounds of force	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 100 pounds of force	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
In excess of 100 pounds of force	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

What is being lifted: Legal Document Books

2. The physical activity of this position.

How much on-the-job time is spent in the following physical activities? Show the amount of time by checking the appropriate boxes below.

	Employee Amount of Time				Supervisor's Input			
	None	up to 1/3	1/3 to 2/3	2/3 & up	None	up to 1/3	1/3 to 2/3	2/3 & up
Stand	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walk	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Speak or hear	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use hands to finger, handle or feel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Climb or balance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stoop, kneel, crouch or crawl	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach with hands and arms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Taste or smell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Push or pull	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lifting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Repetitive Motions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3. The sensory requirements of the position are:

Visual Acuity

- Standard vision requirements.....
- Close vision.....
- Distance vision.....
- Ability to adjust focus.....
- Depth perception.....
- Color perception.....
- Night vision.....
- Peripheral vision.....

Vocal Communication

- Expressing or exchanging ideas by means of the spoken word.....
- Detailed or loud talking to convey detailed or important spoken instructions to others accurately, loudly or quickly.....

Hearing Perception

- Ability to recognize information at normal spoken word levels.....
- Ability to receive detailed information through oral communications and/or to make fine distinctions in sound.....

Sensory Utilization

- Preparing and analyzing written or computer data
- Visual inspection involving small defects and/or small parts
- Use of measuring devices
- Assembly or fabrication of parts within arms length
- Operating machines
- Operating motor vehicles or equipment
- Observing general surroundings and activities

4. The environmental conditions the worker will be subject to in this position.

How much exposure to the following environmental conditions does this job require? Show the amount of time by checking the appropriate boxes below.

	Employee Amount of Time				Supervisor's Input			
	None	up to 1/3	1/3 to 2/3	2/3 & up	None	up to 1/3	1/3 to 2/3	2/3 & up
Wet, humid conditions (non-weather)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work near moving mechanical parts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work in high, precarious places	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fumes or airborne particles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Toxic or caustic chemicals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor weather conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extreme cold (non-weather)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extreme heat (non-weather)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Risk of electrical shock	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work with explosives	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vibration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Breathing apparatus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exposure to blood borne pathogens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. Typical Noise Level

Employee (check only one)

Supervisor (verify job requirement)

- Very Quiet (e.g. park trail, storage or file room)
- Quiet (e.g. library, private offices)
- Moderate Noise (e.g. business office with typewriters and/or computer printers, light traffic)
- Loud Noise (e.g. heavy traffic, large earth-moving equipment)
- Very Loud Noise (e.g. jack hammer work, garbage recycle plant)

Chelsey Bagent

GIS Coordinator Tasks Performed

ESRI

- Administration of Swift County account.
- Assistance with re-installation in other departments and any work with technical support.
- Review training options and webinars on new products/workflows to determine what would be useful for the county.

PICTOMETRY

- CONNECTExplorer website administration.
- Coordination of the CONNECTExplorer training with the Pictometry staff and Swift County staff.
- Give new employee and refresher training for CONNECTExplorer.
- Work with three other government agencies to do their CONNECTExplorer administration and coordinate their training.
- Contract Amendment for the 2018 flight.
- Working with them on using their product in other applications; such as GeoLynx, CPUI, and ArcMap.
- Ensuring the invoices are paid.

PARCEL PROJECT (SCHNEIDER)

- Coordinating with Schneider on the parcel research part of this project to get them what they needed for it.
- Reviewing the work that they returned to us against the contract to make sure that it was complete.
 - Letting them know about multiple situations that needed to be fixed or researched further.
 - Negotiating with them to complete the subdivision, block, and lot layers so that they were county wide instead of only covering the smaller cities.
 - Having them re-do the geodatabases so that the projections, layers, and metadata were correct and done according to the contract.
- Making sure the invoices got paid.

9-1-1: DATA MAINTENANCE AND THE TRANSITION TO NEXT GENERATION 9-1-1

GeoComm

- Working with them on the map data maintenance.
- Coordinating the map data updates to GeoLynx.
- Review of contract proposals and telling Sheriff Holtz my thoughts about them.
- Coordinating with them about the upcoming GeoLynx upgrade.

Future Work

- All 9-1-1 map data maintenance for Swift County starting in August (instead of paying GeoComm).
- Potential 9-1-1 map data maintenance for Chippewa County starting next year.
 - This is estimated to bring in \$2,298.30 a year.
- Potential 9-1-1 map data maintenance for Yellow Medicine County starting next year.
 - This is estimated to bring in \$2,298.30 a year.

State

- Working with them on the Next Generation project
 - Meeting about our initial map data and the work that needed to be done.
 - Making updates to the roads for the initial review they needed to do.
 - Creating an address point layer from all existing resources.
 - Coordinating with them about all of the reviews/reports the data needs to go through during this next year of work.
 - Review of the MN Next Generation 9-1-1 Standards and compiling our responses to send back.
- Grant
 - Performing the GIS work of creating the address point layer and doing all of the other work needed for the Next Generation 9-1-1 project (including project management).
 - We received a nine page proposal from Pro-west, which laid out the work they were proposing to do. I am completing this work instead.
 - Compiling and sending in monthly progress reports that show updates to the scope of work, progress done, payroll, paystubs, etc.

IES

- Coordinating with them to make the necessary MSAG updates and continuing to do so for MSAG maintenance.
 - Using their website to manage the MSAG/ALI and keep this dataset matching the GIS data.

MN NG911 GIS Subcommittee

- Became a member of this subcommittee in order to make sure Swift County is represented in these decisions and is kept informed of developments in this state project.
- Give updates on how the grant work is progressing.

Central MN 911 Committee

- Attend as a guest in order to be available to answer questions about GIS at Swift County, give updates on the MN NG911 GIS Subcommittee if needed, and stay informed about 9-1-1 developments in the central region.

Maintenance

- Assistance with assigning addresses.
 - Plans to take this over, along with the maintenance done by GeoComm, after the Next Generation 9-1-1 data is complete and in place (later this year).

DITCHES

- Completed the open ditch realignment against the LIDAR data.
- Coordinated with the DNR to make sure all of our updates were represented in their statewide data.
- Worked with the SWCD to get them the ditches and parcels on CONNECTExplorer.
- Participating in the Buffer Task Force in order to coordinate the GIS needs.

PUBLIC FACING INTERACTIVE MAP

- Research online, with other counties, and with different vendors.
- Requested and reviewed proposals of multiple vendors.
- Discussed things with other departments, the county administrator, and the county board.

- Coordination with GIS Midwest on the process to move forward and get it implemented this year.

EMERGENCY MANAGEMENT

- Working with the Emergency Manager on the creation of multiple maps needed for the new Emergency Management Plan.

GIS FEE SCHEDULE

- Research with other counties to collect information on their GIS fee schedules.
- Compiled a document showing my recommendations on what the prices should be based on my research.
- Brought my recommendations to the technology committee to get their feedback.
- Helped Kelsey organize the updated county wide fee schedule to be brought to the county board.

GIS BUDGET

- Reached out to the companies that we will be paying in 2018 to get the costs quotes for that year.
- Estimated costs for training/travel.
- Estimated money that will be coming in to the Land Records Department because of GIS.

2020 CENSUS LOCAL UPDATE OF CENSUS ADDRESSES OPERATION (LUCA)

- Became the main Swift County contact.
- Coordinating this with other addressing projects/work.



Request for Board Action

BOARD MEETING DATE:
October 3, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval adjusting Daycare Loan requirements to a simple Grant	
AGENDA YOU ARE REQUESTING TIME ON: Regular board	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Board action needs to be taken to continue to adjust the daycare deferred loan to a basic grant for entities prohibited by law to assuming debt without voter approval.
BACKGROUND/JUSTIFICATION: Kelsey Baker and Catie Lee were notified by Dennis Laumeyer that the school is prohibited by state law to go into debt without voter approval. They are planning on using the money to offset the costs of the playground equipment and the fence. Benson schools asked if the county would consider another way to assist with the daycare program expenses. If another entity (ie. City of Appleton) has the same or similar limitations we are requesting that the language of the motion include all entities adversely affected by the structure of the current daycare deferred loan program.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING: Money approved by the board for the daycare deferred loan program.

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.