

Notice & Agenda
Swift County Board of Commissioners
Tuesday, September 15, 2020
9:00 AM

LEC Meeting Room – 301 14th St N, Benson, MN

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting.

<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
	1-3	(1) Minutes from the September 1, 2020 Regular Meeting
	4-12	(2) Consider approving Safe Assure Contract/Agreement October 1, 2020 to September 30, 2021
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants
9:05 a.m.		Commissioner and Board reports
9:25 a.m.		County Administrator report
9:30 a.m.		Citizens Comments
9:35 a.m.	13	Dan Enderson and Melissa McGinty-Thompson, SCBHS SCBHS Update
9:50 a.m.		Catie Lee, Human Services Monthly update
	14-15	Human Services Fiscal Summary Update
10:05 a.m.		Kim Saterbak, County Auditor
	16-18	Consider approving the purchase of a tax-forfeited property by the City of Appleton
10:15 a.m.		Kelsey Baker, County Administrator
	19-20	Consider approving Resolution 20-09-35 adopting preliminary Swift County 2021 Budget and Levy
	21	Consider approving the Coronavirus Relief Funds
	22-35	Consider approving the Ongoing Maintenance Contract with David Drown & Associates
10:25 a.m.		Other Business
10:45 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

September 1, 2020

Chairman Hendrickx called the meeting to order at 9:01 AM with all members present. Also present: County Administrator Kelsey Baker, Auditor Kim Saterbak, County Attorney Danielle Olson and Terri Orr.

Chairman Hendrickx asked if there were any changes or additions to the agenda. There were no changes.

09-01-20-01 Commissioner E. Pederson moved and Commissioner Rudningen seconded to approve the agenda. Motion carried unanimously.

09-01-20-02 Commissioner P. Peterson moved and Commissioner Fox seconded to approve the Consent Agenda: (1) Approval of Minutes from August 18, 2020 Regular Meeting. Motion carried unanimously.

09-01-20-03 Commissioner Rudningen moved and Commissioner E. Pederson seconded to approve the Commissioner warrants as follows: Revenue: \$163,863.06; Solid Waste: \$32,230.89; County Road & Bridge: \$24,065.58; Human Services: \$280.72; County Ditches Fund: \$3,959.92; County Health Insurance: \$661.00; which includes the following bills over \$2,000: 6W Department of Community Corrections, \$6,668.57; Anoka County Treasury Office, \$2,000.00; Ascherman Oil, \$13,208.62; Countryside Public Health, \$106,200.00; Election Systems & Software Inc., \$2,164.46; Geyer Recycling, \$6,221.33; Hometown Flooring & Blinds, LCC, \$8,057.15; John V. Roberts, \$9,320.00; Royal Tire Inc., \$3,072.57; Swift County Treasurer, \$14,787.30; University of Minnesota, \$3,134.45; US Poly Pack, \$2,434.25; Waste Management Of WI-MN, \$11,565.58. A brief discussion was held. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Rudningen reported on Extension Citizens Advisory Committee, Prairie Lakes Youth Program and the Strategic Planning session. Commissioner Fox reported on Hospital Finance and the Hospital meeting. Chairman Hendrickx reported on the Health Insurance Committee, AMC Bylaws Committee, AMC Education and Training meeting, Strategic Planning session, CARES Act Team meeting and DHS County Base Purchasing. Commissioner E. Pederson reported on the Safety Committee, DAC, Computer Professional Technology, RDA and the Strategic Planning session. Commissioner P. Peterson reported on the Strategic Planning session, Policy Committee and HRA.

Administrator Baker reported on MCIT, Health Insurance Committee, CARES Act Team meeting, Strategic Planning session, Safety Committee and RDA Director, Jennifer Frost's resignation.

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

Environmental Services Director Scott Collins requested approval of a disposal of Uncontaminated Concrete General Permit Application for Mark Olson.

09-01-20-04 Commissioner P. Peterson moved and Commissioner Rudningen seconded to approve a disposal of Uncontaminated Concrete General Permit Application for Mark Olson. Motion carried unanimously.

Scott Collins further requested approval of ceasing the recycling of brown and green glass and charge .07 cents a pound starting October 1, 2020.

09-01-20-05 Commissioner P. Peterson moved and Commissioner Fox seconded to approve ceasing the recycling of brown and green glass and charge .07 cents a pound starting October 1, 2020. A lengthy discussion was held. Motion carried unanimously.

County Engineer Andy Sander requested approval for the highway department bids on August 26, 2020 to replace unit 310.

09-01-20-06 Commissioner Rudningen moved and Commissioner P. Peterson seconded to approve Nolan Baker Ford, 2021 Ford F-250 for \$33,102.93 A lengthy discussion was held. Motion passed with Commissioners Hendrickx, Rudningen and P. Peterson voting in favor and Commissioners Fox and E. Pederson voting against.

Andy Sander further requested approval for Sir Lines-A-Lot LLC for \$19,115.60.2020 to do the County Wide Striping.

09-01-20-07 Commissioner Rudningen moved and Commissioner Fox seconded to approve Sir Lines-A-Lot LLC for \$19,115.60 to do the 2020 County Wide Striping. A brief discussion was held. Motion carried unanimously.

Andy Sander further requested approval for Holmgren Roadside Spraying LLC for \$19,470.00 to do the annual weed spraying of a portion of the roadside.

09-01-20-08 Commissioner Fox moved and Commissioner E. Pederson seconded to approve Holmgren Roadside Spraying LLC for \$19,470.00 to do the annual weed spraying of a portion of the roadside. A brief discussion was held. Motion carried unanimously.

RDA Director Jennifer Frost and HRA Director Vicki Syverson requested approval to pledge up to \$500,000 in interim loan support for purchase of Gra-Mar Courts Apartments.

09-01-20-09 Commissioner Fox moved and Commissioner Rudningen seconded to approve to pledge up to \$500,000 in interim loan support for purchase of Gra-Mar Courts Apartments. Option #1 is the optimal choice. A lengthy discussion was held. Motion carried unanimously.

Jennifer Frost and Vicki Syverson further requested approval to adopt an Ordinance establishing a Swift County Housing Trust Fund (HTF) and instruct Swift County HRA to establish guidelines to administer the HTF.

09-01-20-10 Commissioner P. Peterson moved and Commissioner Fox seconded to approve an Ordinance establishing a Swift County Housing Trust Fund and instruct Swift County HRA to establish guidelines to administer the HTF. A brief discussion was held. Motion carried unanimously.

The board recessed for a break at 10:21 AM.

The board reconvened at 10:30 AM.

The Public Hearing reconvened the tabled discussion to consider approving the VanHeuveln petition for outlet into JD#5.

County Parks, Wetland, and Drainage Supervisor Mike Johnson explained the purpose of the hearing.

Supervisor Johnson further presented the notice requirements that were met prior to the hearing as well as the outlet request to the board.

Petitioner Casey VanHeuveln explained to the board the new plan for W ½ of NE ¼ of section #8 of Torning Township to drain into outlet JD#5.

Chairman Hendrickx opened the floor for public comment.

09-01-20-11 Commissioner Rudningen moved and Commissioner P. Peterson seconded to approve the outlet of the W ½ of NE ¼ Section #8 of Torning Township into JD#5. A lengthy discussion was held then Commissioner Rudningen amended the motion requiring the documentation working with the neighbor to get the outlet route into JD#5. Motion carried unanimously.

Supervisor Johnson presented viewer Jim Weidemann's recommendations for the proposed outlet fee and benefits for the petition.

09-01-20-12 Commissioner Rudningen moved and Commissioner P. Peterson seconded to approve and set the determination on outlet fees and benefits of \$2,280.00 respectively submitted by viewer Jim Weidemann. Motion carried unanimously.

Administrator Kelsey Baker requested approval of the proposal for full architectural and engineering design services moving forward with the LEC 6W Renovation and Human Services Project.

09-01-20-13 Commissioner Rudningen moved and Commissioner P. Peterson seconded to approve moving forward with the proposal for full architectural and engineering design services for \$44,500, moving forward with the LEC 6W Renovation and Human Services Project. A lengthy discussion was held. Motion carried unanimously.

Kelsey Baker further requested approval of the Coronavirus Relief Funds for RDC in the amount of \$2,407.20, Food Shelf in the amount of \$10,000.00 and Schools in the amount of \$75,000.00.

09-01-20-14 Commissioner Rudningen moved and Commissioner E. Pederson seconded to approve t the Coronavirus Relief Funds for RDC in the amount of \$2,407.20, Food Shelf in the amount of \$10,000.00 and Schools in the amount of \$75,000.00. A lengthy discussion was held. Motion carried unanimously.

Kelsey Baker further presented the board and discussed the Swift County Preliminary 2021 Budget and Levy.

09-01-20-15 Commissioner E. Pederson moved and Commissioner P. Peterson seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 11:29 AM.

WITNESSED:

Gary Hendrickx, Chair

ATTEST:

Kelsey Baker, County Administrator

DRAFT



Request for Board Action

BOARD MEETING DATE:
September 15, 2020

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: Consider approving Safe Assurance Contract/Agreement October 1, 2020 to September 30, 2021.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: Renew safety contract with SafeAssure, who will assist with all of Swift County safety trainings and review OSHA guidelines, recommendations and deficiencies.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: N/A

Review/Recommendation

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

Board Action

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

SERVICE AGREEMENT

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

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

A.W.A.I.R.

MN Statute 182.653

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

BLOODBORNE PATHOGENS

29 CFR 1910.1030

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

CONFINED SPACE

29 CFR 1910.146

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

CONTROL OF HAZARDOUS ENERGY

29 CFR 1910.147 &

MN Statute 5207.0600

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

EMERGENCY ACTION PLAN

29 CFR 1910.35 THRU .38

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

ERGONOMICS

29 CFR PART 1910.900 THRU 1910.944

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

EXCAVATIONS/TRENCHING 1926.651 (k)(1)

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

GENERAL DUTY CLAUSE

PL91-596

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

HAZARD COMMUNICATIONS

29 CFR 1910.1200 &

MN Statute 5206.0100 thru 5206.1200

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

LOGGING OPERATIONS 1910.266 (i)(1)

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

MOBILE EARTHMOVING EQUIPMENT

MN RULES 5207.1000

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

OCCUPATIONAL NOISE EXPOSURE

29 CFR 1910.95

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

OVERHEAD CRANES

1910.179(j)(3)

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

PERSONAL PROTECTIVE EQUIPMENT

1926.95 a)

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

POWERED INDUSTRIAL TRUCKS

29 CFR 1910.178

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

RESPIRATORY PROTECTION

29 CFR 1910.134

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

RECORDING AND REPORTING OCCUPATIONAL INJURIES AND ILLNESSES

29 CFR 1904

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

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

1910 Subparts

- Subpart D - Walking - Working Surfaces
- Subpart E - Means of Egress
- Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms
- Subpart G - Occupational Health and Environmental Control
- Subpart H - Hazardous Materials
- Subpart I - Personal Protective Equipment
- Subpart J - General Environmental Controls
- Subpart K - Medical and First Aid
- Subpart L - Fire Protection
- Subpart M - Compressed Gas and Compressed Air Equipment
- Subpart N - Materials Handling and Storage
- Subpart O - Machinery and Machine Guarding
- Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.
- Subpart Q - Welding, Cutting, and Brazing.
- Subpart S - Electrical
- Subpart Z - Toxic and Hazardous Substances

1926 Subparts

- Subpart C - General Safety and Health Provisions
- Subpart D - Occupational Health and Environmental Controls
- Subpart E - Personal Protective and Life Saving Equipment
- Subpart F - Fire Protection and Prevention
- Subpart G - Signs, Signals, and Barricades
- Subpart H - Materials Handling, Storage, Use, and Disposal
- Subpart I - Tools - Hand and Power
- Subpart J - Welding and Cutting
- Subpart K - Electrical
- Subpart L - Scaffolds
- Subpart M - Fall Protection
- Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors
- Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations
- Subpart P - Excavations
- Subpart V - Power Transmission and Distribution
- Subpart W - Rollover Protective Structures; Overhead Protection
- Subpart X - Stairways and Ladders
- Subpart Z - Toxic and Hazardous Substances
- Applicable MN OSHA 5205 Rules
- Applicable MN OSHA 5207 Rules
- Applicable MN OSHA 5206 Rules (Employee Right to Know)

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

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

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

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

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

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

**ADDENDUM
SAFETY PROGRAM RECOMMENDATIONS
Swift County**

Written Programs & Training

A.W.A.I.R. (A Workplace Accident and Injury Reduction Act)

- review/modify or write site specific program
- documented training of all personnel
- accident investigation
- simulated OSHA inspection

Bloodborne Pathogens

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

Chainsaw/Tree Trimming

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

Contractors Safety Program

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

Cranes-Chains-Slings

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

Emergency Action Plan

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

Employee Right to Know/Hazard Communication

- review/modify or write site specific program
- documented training of all personnel (general and specific training)
- various labeling requirements
- assist with installing and initiating MSDSonline data base program

Ergonomics/Proper Lifting

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

Fleet Safety/Defensive Driving

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

General Safety Requirements (other as required)

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

Hearing Conservation (Occupational Noise Exposure)

- review/modify or write site specific program
- documented training of all personnel
- decibel testing and documentation

Lock Out/Tag Out (Control of Hazardous Energy)

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

Mobile Earthmoving Equipment

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

Personal Protective Equipment

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

Powered Industrial Trucks/Forklifts

- maintain site specific program
- documented training applicable personnel
- testing and licensing

Recordkeeping

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

Respiratory Protection

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

Trenching/Excavation

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

The “SafeAssure Advantage”

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

Service Agreement

THIS AGREEMENT is made this first day of September 2020 between Swift County, Benson, Minnesota, herein referred to as Swift County and SafeAssure Consultants, Inc. 200 S.W. Fourth Street, Willmar, Minnesota, herein referred to as SafeAssure.

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

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

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

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

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

ANNUAL SERVICE AGREEMENT	\$7,580.66
MSDS ON-LINE	(Included)

TOTAL ANNUAL \$ \$7,580.66

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

TWELVE MONTH SERVICE AGREEMENT X _____
Swift County Date

X _____
Swift County Date

X  _____
President-SafeAssure 080520
Date

RESOLUTION #2020-9
RESOLUTION OF APPRECIATION

WHEREAS, Swift County-Benson Hospital has recently completed the restructure of its long-term debt which has significantly improved its ability to continue to provide excellent medical care to citizens of the City of Benson, Swift County, and the surrounding area into the future ; and,

WHEREAS, the Swift County-Benson Hospital Board recognizes that the debt restructure could not have been successfully completed without the assistance and support of the Swift County Board of Commissioners and the Benson City Council, both of which public bodies provided critical components of the debt restructure plan; and,

WHEREAS, the Swift County-Benson Hospital Board wishes to publicly acknowledge and to express its gratitude for, the critical assistance rendered by the Swift County Board of Commissioners and the Benson City Council.

NOW THEREFORE BE IT RESOLVED, that the Swift County-Benson Hospital Board hereby expresses its utmost thanks and appreciation to the Swift County Board of Commissioners for its support of the hospital's debt restructure plan through its overall approval of the plan proposed and specifically its approval to provide the county's GO backing for the hospital's newly issued tax- exempt bonds.

BE IT FURTHER RESOLVED, that the Swift County-Benson Hospital Board hereby expresses its utmost thanks and appreciation to the Benson City Council for its support of the hospital's debt restructure plan through its overall approval of the plan proposed and specifically its approval of a grant to the hospital in the amount of one million dollars (\$1,000,000.00) for capital improvement and its approval of a repayable appropriation in the amount of one million eight hundred eighty-five thousand dollars (\$1,885,000) to enable the hospital to refinance the 2013 bonds.

BE IT FURTHER RESOLVED, that the Swift County-Benson Hospital Board recognizes the importance of the participation of these two public bodies in the success of the debt restructure and in the future success of Swift County-Benson Hospital.

BE IT FURTHER RESOLVED, that this resolution be included in the permanent minutes of this meeting of the Swift County-Benson Hospital Board and that a copy hereof be delivered to the Swift County Board of Commissioners and the Benson City Council.

Tom Anderson

Tom Anderson (Sep 1, 2020 09:10 CDT)

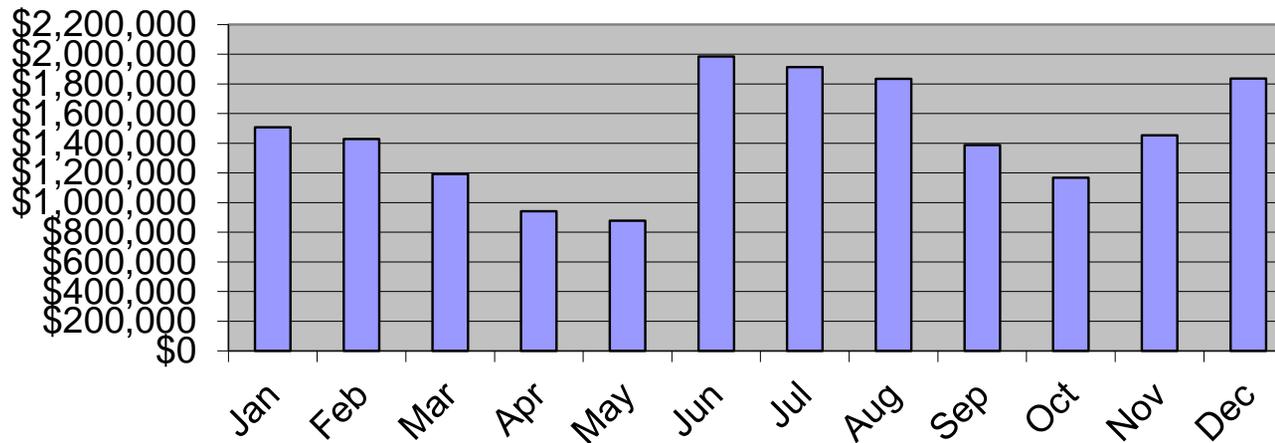
Tom Anderson, SCBHS Board Secretary

Sep 1, 2020

Date

Swift County Human Services											
Ending Monthly Cash & Investment Balances											
2011 - 2020											
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Average
Jan	\$ 1,027,808	\$ 977,091	\$ 909,780	\$ 846,281	\$ 983,278	\$ 933,563	\$ 1,668,733	\$ 2,045,847	\$ 2,559,803	\$ 3,119,041	\$1,507,123
Feb	\$ 1,004,522	\$ 829,326	\$ 788,543	\$ 739,793	\$ 882,373	\$ 886,577	\$ 1,562,756	\$ 1,967,692	\$ 2,603,360	\$ 3,009,633	\$1,427,458
Mar	\$ 848,432	\$ 551,477	\$ 576,608	\$ 601,437	\$ 593,206	\$ 636,635	\$ 1,278,985	\$ 1,706,416	\$ 2,416,328	\$ 2,725,205	\$1,193,473
Apr	\$ 820,387	\$ 328,272	\$ 451,920	\$ 446,379	\$ 168,803	\$ 352,306	\$ 1,085,797	\$ 1,415,224	\$ 2,030,159	\$ 2,322,270	\$942,152
May	\$ 669,878	\$ 329,407	\$ 300,099	\$ 269,118	\$ 187,841	\$ 289,965	\$ 804,645	\$ 1,279,329	\$ 2,385,140	\$ 2,268,066	\$878,349
Jun	\$ 1,460,435	\$ 1,218,863	\$ 1,145,907	\$ 1,361,018	\$ 1,187,485	\$ 1,476,200	\$ 2,165,333	\$ 2,745,303	\$ 3,377,509	\$ 3,712,563	\$1,985,062
Jul	\$ 1,142,375	\$ 1,113,725	\$ 1,094,712	\$ 1,165,952	\$ 1,217,022	\$ 1,483,669	\$ 2,160,790	\$ 2,842,236	\$ 3,246,109	\$ 3,664,674	\$1,913,126
Aug	\$ 1,228,978	\$ 894,462	\$ 982,736	\$ 1,199,826	\$ 1,126,524	\$ 1,532,984	\$ 1,995,009	\$ 2,661,662	\$ 3,137,129	\$ 3,572,035	\$1,833,135
Sep	\$ 1,079,263	\$ 804,086	\$ 714,174	\$ 921,407	\$ 877,167	\$ 1,220,833	\$ 1,650,293	\$ 2,409,864	\$ 2,814,711		\$1,387,978
Oct	\$ 773,615	\$ 538,645	\$ 627,339	\$ 667,331	\$ 646,265	\$ 1,028,981	\$ 1,459,114	\$ 2,139,152	\$ 2,621,771		\$1,166,913
Nov	\$ 741,489	\$ 483,013	\$ 377,803	\$ 477,198	\$ 513,740	\$ 2,056,684	\$ 2,511,571	\$ 3,278,552	\$ 2,633,850		\$1,452,656
Dec	\$ 1,242,733	\$ 1,094,736	\$ 1,057,825	\$ 1,180,113	\$ 1,187,268	\$ 1,888,413	\$ 2,296,240	\$ 3,077,192	\$ 3,506,591		\$1,836,790
Average	\$ 1,003,326	\$ 763,592	\$ 752,287	\$ 822,988	\$ 797,581	\$ 1,148,901	\$ 1,719,939	\$ 2,297,372	\$ 2,777,705	\$ 3,049,186	

**Average Monthly Cash & Investment Balance
2011-2020**





Request for Board Action

BOARD MEETING DATE:
September 15, 2020

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 approving the purchase of a tax-forfeited property by the City of Appleton	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Tax-Forfeited Property must be approved by the Board of Commissioners
BACKGROUND/JUSTIFICATION: Parcel #22-0030-000 was tax-forfeited to the State of Minnesota for lack of payment of the property taxes in 2019. The City of Appleton has offered to purchase this parcel for \$1 plus fees. This parcel had an estimated market value of \$3,000. I have attached a GIS picture of this building that shows that a portion of the roof is missing and has been this way for several years. The City of Appleton plans to demolish this building.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

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



City of Appleton

OFFICE OF THE CITY ADMINISTRATOR
323 W Schlieman Ave | Appleton, MN 56208
cityadministrator@appletonmn.org | 320-289-1363

September 8th, 2020

TO: SWIFT County Board of Commissioners

The City of Appleton is requesting the opportunity to purchase the tax forfeiture property listed as:

Legal Description:

PT LOTS 1 THRU 5 BLK 8 BEING N 25 FT OF
LOTS 1 THRU 4 & THE E 15 FT OF THE N 25 FT
OF LOT 5 BLK 8

Original Town
City of Appleton
22-0921-000

Physical Address:

249 N Miles Street
Appleton, MN 56208

The City of Appleton is offering to pay \$1 for this property. This property is in a blighted condition adversely impacting the Appleton Business community and City Residents. The City of Appleton intends to demolish said property.

Sincerely,

Willie Morales, M.P.P
Appleton City Administrator

22-0030-000

W Thielke Ave

W Thielke Ave



es St

bing

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Request for Board Action

BOARD MEETING DATE:
September 15, 2020

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a resolution on the 2021 preliminary Budget and Levy for Swift County	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: The County Board is required to approve preliminary levies and budgets prior to September 30. They are also required to set the TNT meeting by September 30.
BACKGROUND/JUSTIFICATION: Attached is the resolution setting preliminary 2021 budget and levy. Approving the preliminary budget and levy will set the maximum levy for 2021. The board may still adjust the levy to a lower sum when the final budget is adopted in December. The board needs to take action today and approve the resolution setting the 2021 budget and levy.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? 2020 Budget	

Budget Information

FUNDING: These actions set the 2021 preliminary budget and levy for the County.

Review/Recommendation

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

**RESOLUTION 20-09-35
ADOPTING PRELIMINARY SWIFT COUNTY
2021 BUDGET & LEVY**

Motion by Commissioner _____

Seconded by Commissioner _____

WHEREAS, pursuant to Minnesota Statute 275.065, subdivision 1, the County's 2021 Preliminary Budget and Levy must be adopted by September 30, 2020; and

WHEREAS, the county Board recognizes that its levy may be adjusted to a lower sum at the time of final adoption in December, 2020.

THEREFORE BE IT RESOLVED, that the Swift County Board of Commissioners hereby adopts its 2021 preliminary budget, dated September 15, 2020.

BE IT FURTHER RESOLVED that the preliminary levy payable in 2021 be set as follows:

Gross Levy	\$	12,041,773
CPA	\$	600,150
<hr/>		
Total Final Net Levy	\$	11,441,623

Adopted on a ____ vote by the Swift County Board of County Commissioners the 15th day of September 2020.

Swift County Board of Commissioners

Gary Hendrickx, Chairman

ATTEST:

Kelsey Baker
County Administrator and Clerk of the Board

Fox _____
P. Peterson _____

Hendrickx _____
Rudningen _____

E. Pederson _____



Request for Board Action

BOARD MEETING DATE:
September 15, 2020

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider authorizing and approving the SWIFT CPR application and process and distribution of Coronavirus Relief Funds	
AGENDA YOU ARE REQUESTING TIME ON: Regular Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: The Swift County CARES Act Team met and reviewed and approved the following for disbursements. Below is also a recommendation for more of the allocation of funds. Included in the bills are county expenses, these were reviewed and approved by Kim Saterbak and Kelsey Baker. Below is a breakdown of a request, approval for allocations and the money that has been spent. Prairie Lakes Youth Program – \$22,800 DAC - \$90,000	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Click here to enter text.

Budget Information

FUNDING: CARES Act Coronavirus Relief Funds

Review/Recommendation

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



Request for Board Action

BOARD MEETING DATE:
September 15, 2020

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the Ongoing Maintenance Contract with David Drown & Associates	
AGENDA YOU ARE REQUESTING TIME ON: Regular Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: This was brought up last year and it wasn't approved. During union negotiations, this proposal was discussed to have one third of the job descriptions reviewed annually. This would then result in not having to do a large class and compensation study. This would also help prevent job descriptions being out dated because of wage gaps and change of work.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: \$10,300

Review/Recommendation

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

Swift County, Minnesota

Classification and Compensation Ongoing Maintenance Proposal September 11, 2020



DDA

Human Resources, Inc.
a David Drown Associates Company

Minneapolis Office:
5029 Upton Avenue South
Minneapolis, MN 55410
612-920-3320
www.ddahumanresources.com

September 11, 2020

Kelsey Baker, County Administrator
Swift County
301 14th Street North
PO Box 207
Benson, MN 56215-0207

RE: Maintenance Agreement

Dear Ms. Baker:

Thank you for inviting DDA Human Resources to submit a proposal to provide professional services in a maintenance plan for your Classification and Compensation Structure at Swift County. We are very interested in continuing our work with you.

We recently helped conduct a market study and analyze your immediate needs. We believe a cost-effective method of entering an ongoing maintenance plan to prevent further wage gaps, maintain your current pay structure, update your job descriptions, maintain competitive pay, and create an ongoing partnership with a Human Resources Consultant to assist with other needs is an effective solution. I believe our firm will be an excellent match to the needs of Swift County both now and in the future.

- First, our firm is unique in our willingness to work with a variety of existing classification systems in place by our new clients. We do not require our clients to change their systems to match our system. We have done work with your SAFE system at Swift County and other entities and will maintain your system for you.
- Second, our team is made up of several former City and County Administrators and Human Resource Directors. DDA Human Resources provides consultation services for the Association of Minnesota Counties. Greg and Gary are former County Administrators and I worked in Employee Relations at Dakota County before becoming a City Administrator. We believe that we understand local governments and can customize our results to your specific needs.
- Third, we offer an alternative way to manage compensation systems that may work very well for Swift County. Instead of allowing changes and problems to accumulate over time which require a full-blown classification and wage review to correct, we substitute a program of **ongoing maintenance** designed to keep your system current and up to date perpetually. We are using this approach with other county clients who need to gradually phase in needed plan changes over several years. This may be a very good and cost-effective way for Swift County to maintain its compensation and classification structure, update job descriptions, and remain a competitive employer.
- Fourth, you would be joining other counties and cities already taking advantage of this system or moving towards a similar approach. Current clients that are either using or working towards an ongoing maintenance plan include: Freeborn County, Waseca County, Yellow Medicine County, Wadena County, and North St. Paul.

I will personally head our service team. Based on your needs and our pricing, we can provide the following services:

Ongoing Maintenance Plan for \$10,300 yearly, which includes a customized plan to be set by Swift County, but could include:

1. Update and rewrite job descriptions
2. Job Classification review
3. Annual market analysis with COLA adjustments
4. Assistance with Labor Negotiation Strategy
5. Benefit Study
6. Pay Equity
7. Manage Association of MN Salary Information
8. Human Resource Consultant Services as needed

In addition to our ongoing consultation and maintenance, per our conversation we would suggest the following plan to coincide with your union contracts and we would do the following work/year:

- A. Year 1: We would review current job descriptions, provide employees with Position Analysis Questionnaire, and interview employees and managers to rewrite and update all job descriptions. We would provide an annual market snapshot of benchmark communities and provide a suggested market adjustment to ensure your pay structure is in alignment with your pay philosophy. We can update all jobs in one year, or rotate 1/3 every year.
- B. Year 2: We would look at job classifications to ensure that the job descriptions are correct and reflect the proper classification. We would provide an annual market snapshot of benchmark communities and provide a suggested market adjustment to ensure that your pay structure is competitive. Each year you will receive a market analysis and a report indicating if any jobs are below the Board pay philosophy.
- C. Year 3: Work with Swift County on labor negotiation strategy and future budget implementations.

We would love to continue working with you, and I believe DDA has the flexibility to meet your needs now and in the future. Our staff and experience will help you build a better and durable compensation system for Swift County.

Sincerely,



Tessia Melvin, Management Consultant
DDA Human Resources, Inc.
3620 Northome Avenue
Wayzata, MN 55391
tessia@daviddrown.com

OUR FIRM & QUALIFICATIONS

Our parent company, David Drown Associates, Inc. has provided consulting services to over 450 units of government across Minnesota since 1997. Over these years, DDA staff has gotten to know government well and we continually strive to keep our services practical, useful and up-to-date. Our history and corporate culture have grown from an honest desire to serve public sector clients in a practical and common-sense manner.

DDA Human Resources, Inc. was formed in 2013 to provide human resource support services exclusively to governmental clients in Minnesota. We currently offer services for executive recruitment, organizational studies and classification and compensation studies. We also staff an HR Technical Assistance Program for the Association of MN Counties which provides technical advice and assistance to the HR staff of all of the State's 87 counties. Since activating our compensation section in 2015, we have completed over 40 separate classification & compensation studies for clients ranging from cities with 4 employees to counties with 150 job titles and 500 employees.

All of our professional employees come to DDAHR from successful careers in city and county government. We think this practical experience sets us aside from other compensation consultants, and we know it helps us deliver a study that is not only technically sound but also practical, useful and understandable. We strive to deliver services the way you want to see them.

OUR SERVICE TEAM

DDAHR maintains a staff of 10 individuals. We also maintain relationships with several independent consultants in key specialty areas. Here is the Team we have assembled for your project:

Dr. Tessia Melvin – Project Team Leader

Tessia will be the lead on this project and be your primary contact. Tessia heads the compensation and classification (C&C) services area of DDAHR. Over the past two years, Tessia has served as lead analyst on 17 separate C&C engagements with Minnesota communities. She brings to the position nearly 13 years of diverse service to city and county government in Minnesota. As a City Administrator in Maple Plain, Tessia drafted five-year budgets, capital improvement plans, infrastructure improvement plans, and led strategic planning program. She was directly responsible for human resources and internal and external communications. Working in Dakota City, Tessia provided leadership training, managed their performance management system and worked with compensation and benefits. Dedicated to local governments and continued learning, Tessia earned her doctorate in Public Administration at Hamline University with an emphasis on city development and planning.

David Drown, MBA – Technical Support

David is the founder and owner of DDA. David will lend his technical and statistical expertise to the team to manage the collection and analysis of market data, help calibrate your new compensation plan, and calculate budget impacts. David received his undergraduate degree in civil engineering and served in local government as a registered civil engineer early in his career. He also holds an MBA in finance from the Carlson School of Management and has served as a finance and economic development consultant to numerous cities and counties across the State.

Elizabeth Blakesley – Clerical Support

Elizabeth has worked at DDA for over 20 years. She will provide technical and clerical assistance to coordinate the market surveying process and prepare documents. She will utilize her organizational and technological skills to help provide concise, professional work results. After attending the University of MN – Duluth, Elizabeth began working with local units of government in Minnesota with the MN Small Cities Association. Her work in municipal finance and economic development has given her a good insight into the operations of counties and cities throughout the State.

SUPPORTING TEAM MEMBERS (*Our Bench*)

Melanie Ault

Melanie Ault brings to DDAHR over 20 years of experience leading Minnesota county human resources and labor relations operations with additional experience at the city, regional, and state levels. Melanie joined DDAHR in 2017, after serving as Washington County's HR Director. You might recognize her by her passion for examining pending legislation and its ramifications for the public sector. Melanie holds BA, MAPA, and JD degrees, with further education in public administration. She is an avid supporter of professional organizations, serving on the state and national levels. She loves making new connections and looks forward to helping you find answers and ideas. Melanie is one of our AMC Human Resources Technical Assistance Program staff.

Roxanne Chmielewski

Roxanne has over 32 years of experience as Human Resources Director for three Minnesota Counties with the last twenty years managing the Human Resources and Labor Relations functions for Sherburne County, a metro ring county with over 600 employees and ten bargaining units. She retired in 2015 and continues to work as a consultant to several counties and cities in Minnesota. Roxanne remains committed to providing local government with professional and effective HR expertise. This commitment was recognized by her peers as she received the Outstanding HR Professional of the Year award from the MN Counties Human Resource Management Association in 1998 and again in 2011. She also received the Make a Difference award from the National Public Employer Labor Relations Association in 2012.

George Gmach

George has been doing classification and compensation study work in Minnesota for 30 years. He worked with the Stanton Group for 12+ years with management responsibility for salary and benefit surveys and compensation consulting. His experience has crossed multiple industries and included private, non-private and public sectors. George also worked at Employers Association and its successor for 16 years. During his career, he has designed and conducted several hundred compensation and benefit surveys and has implemented multiple compensation programs in large and small organizations across all sectors. He designed and modified job evaluation systems and implemented them in the public sector. He has worked with the Minnesota Pay Equity Statutes since their inception. In addition, he is a military veteran who served as a combat medic in Vietnam.

REFERENCES – CLASSIFICATION AND COMPENSATION STUDIES

Scott Duddeck, Interim City Manager
City of North St. Paul
scott.duddeck@northstpaul.org
651-747-2421

Scott Higgins, County Coordinator
Martin County
scott.higgins@co.martin.mn.us
507-238-3126

Candace Pesch, HR Director
Freeborn County
Candace.pesch@co.freeborn.mn.us
507-377-5241

Kristina Kohn, HR Director
Fillmore County
kkohn@co.fillmore.mn.us
507-377-5241

Sara Folsted, Administrator
Rice County
sfolsted@co.rice.mn.us
507-332-6100

Jim Elmquist, Administrator
Dodge County
jim.elmquist@co.dodge.mn.us
507-635-6239

OUR PHILOSOPHY AND OUR APPROACH TO COMPENSATION

“Our employees are our greatest asset.” You have heard this cliché a thousand times in business, yet it is a cliché that happens to ring true, especially in the government sector. Government is in the service delivery business, and quality service requires quality employees. And to keep good employees you have to pay them fairly. An effective compensation system will help you attract and retain talented employees. Likewise, a bad compensation system will generate turnover and make it harder to recruit quality replacements.

So, naturally, we all want a “good” compensation system. But we also live in a world of limited resources. Indeed, government is always expected to do more with less, and payroll expenses are the largest component of your budget, and elected officials are expected to be prudent with tax payer dollars. So, all this means that a community’s pay philosophy always has to strike a reasonable balance between your desire to pay your good employees well to retain their good services, while at the same time controlling costs to keep faith with the taxpayers. That is often not easy!

We try to help you achieve a “good” compensation system finding the right balance between four (4) sometimes completing goals:

- Maintaining compensation and benefits at an appropriate level achieving competitiveness with other comparable agencies and private companies to attract and retain qualified workers.
- Following the principles of equal pay for equal work and comparable worth in establishing and maintaining pay relationships among positions based on problem solving, know-how, responsibility and working conditions.

- Balancing compensation and benefit desires with available resources.
- Assuring the study process appears open and fair to all employees, managers and its unions.

Achieving the right balance is seldom achieved by imposing a standard off-the-shelf solution. Instead we listen, hear and respond accordingly. To control costs to you, we will work smart and employ technology to manage time – both yours and ours. We will establish a dedicated file on the “cloud” through which we can easily share documents, and regularly employ on-line meeting services to reduce travel time.

We will do our best to deliver to you a quality service package, completed efficiently, on time and at a good value.

PROPOSED PROCESS TO MEET YOUR NEEDS

We have discussed your current system and recent market study results. Your current system is a Springsted SAFE system that has been periodically updated for pay equity compliance. The County has 64 full-time positions and has part-time and full-time – some of whom are represented by unions/labor agreements. You are seeking a consultant to maintain your current system, maintain a competitive pay structure, review, update, and rewrite job descriptions, and meet Minnesota Pay Equity requirements.

Here is how we plan to work with you.

Introduction and Project Orientation

Our first task with you is to meet and make sure we all understand the expectations and the process of this study:

- We will conduct an Initial Project Meeting with the County staff and management team, as directed by the County Board, to discuss the immediate needs, project scope and timeline of projects for the next three years.
- We will discuss the type of written materials to be used and provided to managers, supervisors and employees. Our process includes a great deal of communication therefore we will discuss the Project Team’s preferred communication style with employees. In addition, we will provide explanatory material to help define our methodology. All our clients are unique, and our approach to achieving end results will match your organization.
- We will discuss any related details that are identified by the Board.

Job Description Review and Updating

Our second major task is to make sure that you have job descriptions that fully and accurately describe the actual job duties and requirements:

- We will assist you in evaluating your existing job descriptions and recommend changes to assure compliance with ADA and other State and Federal Requirements.
- If job descriptions are found to be incomplete or inaccurate, we will lead the process to collect the required information and revise or rewrite them. That process usually works like this:

- A position analysis questionnaire (PAQ) is distributed to all employees and their supervisors, asking them to outline all of the important requirements for and duties of the job, including education, experience, licensing, etc.
- Based upon the information on the PAQs, the job description for each position is updated or rewritten using a standard format selected by you.
- Employees and supervisors are asked to review the new job descriptions, and there is a controlled process to appeal the descriptions before they are finalized.
- Job descriptions are finalized and approved.

Job Classification

Our third task is to score and classify your jobs. Job classification is a series of decisions about how a position is valued within an organization. Each factor requires a decision as to how the job under consideration will be rated using levels that are increasingly complex and of great impact, frequency or quantity. We look at the job rather than the employee. Jobs are evaluated as they exist, or as the management plan says that they should exist, to meet the needs of the organization.

- We will use your current system or transition to our job evaluation tool (JET) methodology to evaluate all city jobs on six criteria:
 - Qualifications What level of education and experience is required?
 - Decision Making What level of decisions does this position make?
What is the impact of these decisions on the organization?
 - Problem Solving Does this position require leadership, make policy, establish strategy?
What is the nature of problem solving in this job?
Are problems technical, interpersonal, or managerial?
 - Relationships What are the internal and external working relationships?
Is team work required? Is the job dealing with customers?
Is this job positioned to impact morale, culture and reputation?
 - Effort What level of mental and physical effort is required?
Is the job subject to physical and mental fatigue? How frequently?
 - Conditions/Hazards What are the environmental working conditions?
Is the risk of injury or illness? Is a lot of travel required?
Does the position involve demanding interactions with the public?
- We will assign each position is assigned a numeric score, which reflects the relative importance of the job to the organization.
- We will work with the Project Team to organize jobs with similar point totals into a series of Grades.
- We will provide staff with materials to communicate results to employees.

Wage/Labor Benchmarks and Market Pricing

- Each year, we will collect wage/labor statistics from comparable (benchmark) entities as needed to maintain and update your pay structure to ensure that it balances both internal and external equity and assures compliance with State Pay Equity Compensation Standards.

- We will identify any concerns with the County’s current benefits package and develop a targeted survey to address specific areas of concern. Every three years we will conduct a benefit analysis, if warranted.

ONGOING SUPPORT

We will customize our approach to meet the needs of Swift County, but our agreement will include:

- For any new jobs, we will write and classify the job for placement in the compensation system
- We will complete and submit a pay equity report to the County every three years or when otherwise required.
- If desired, we will handle data input of County wage data into the LMC salary system.
- We will provide budget support by:
 - Suggesting an adjustment to your Pay Plan for the coming year, based upon COLA and market factors.
- We will make an annual presentation to the County Board on the status of your compensation system.

Annual Cost: \$10,300

**DDA HUMAN RESOURCES, INC.
ONGOING COMPENSATION PLAN MANAGEMENT AGREEMENT**

This AGREEMENT is made and entered into by and between Swift County hereinafter referred to as "Client," and DDA Human Resources, Inc., 5029 Upton Ave South, Minneapolis, MN 55410 hereinafter referred to as "Consultant."

RECITALS

- A. The Consultant is experienced in preparing compensation and classification studies and in providing ongoing compensation plan maintenance support services; and
- B. The Client has recently completed comprehensive update of its compensation plan and wishes to enter into an agreement for ongoing maintenance support services.

1. Scope of Services

- a. Consultant agrees to provide ongoing compensation plan maintenance services to the Client as outlined in Addendum A of this agreement.
- b. If the Client desires to change or amend the scope of services, the parties agree to negotiate the terms of the changes and the Consultant shall deliver to the client an addendum to this agreement.

2. Compensation and Terms of Payment

- a. The annual fee for services provided is outlined in Addendum A, and/or as modified by subsequent Addendum(s).
- b. The Consultant will invoice the Client for 50% of the annual fee no earlier than February 1 of each year, and the remaining 50% of the annual fee no earlier than August 1 of each year. Invoices are due and payable within 30 days.

3. Condition of Payment

All services provided by Consultant pursuant to this Agreement shall be performed to the satisfaction of the Client, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment may be withheld for work found by the Client to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations. If Consultant and the Client disagree, any controversy or claim arising out of or relating to this Agreement shall be settled between the parties by mediation. Each party shall pay its own costs resulting from the utilization of the mediation process. The fees and costs charged by the American Arbitration Association shall be borne equally by the parties.

4. Term of Agreement

This Agreement shall automatically renew annually unless terminated by either party.

5. Authorized Agents

The Client and Consultant shall appoint an authorized agent for the purpose of administration of this agreement. The Consultant is notified of the authorized agent of the Client as follows:

Kelsey Baker, County Administrator
Swift County
301 14th Street North
PO Box 207
Benson, MN 56215-0207
Kelsey.baker@co.swift.mn.us

The Client is notified of the authorized agent for the Consultant as follows:

Tessia Melvin
DDA Human Resources, Inc
5029 Upton Ave South
Minneapolis, MN 55410
tessia@daviddrown.com

6. Subcontracts

Consultant may subcontract a portion of the work to be performed under this Agreement, but the Consultant shall remain responsible for any and all work products. Consultant shall ensure and require that any subcontractor agrees to and complies with all the terms of this Agreement. Any subcontractor of Consultant used to perform any portion of this Agreement shall report to and bill Consultant directly. Consultant shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

7. **Force Majeure**

Client and Consultant agree that Consultant shall not be liable for any delay or inability to perform this Agreement, directly or indirectly caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Consultant and the Client.

8. **Termination**

This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the Authorized Agent of the Consultant or Client. A termination of this Agreement shall not relieve the Client of its obligations to pay Consultant for all services rendered and reimbursable expenses incurred prior to the effective date of termination.

9. **Independent Contractor**

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of copartner, joint ventures, or an association with the Client and Consultant. Consultant is an independent contractor and neither its employees, agents, subcontractors nor representatives shall be considered employees, agents or representatives of the Client. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due Consultant, there shall be no deduction for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Consultant.

10. **Notices**

Any notices to be given under this agreement shall be given by email to the address stated herein, and to the authorized agent of the Company at the email address stated herein.

11. **Controlling Law**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

12. **Successors and Assigns**

The Client and Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the Client nor Consultant shall assign, sublet, or transfer any interest in this agreement without prior written consent of the other.

13. **Changes**

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

14. **Insurance**

The Consultant shall procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in Minnesota.

- a) Statutory Workers' Compensation Insurance.
- b) Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles with a combined limit of \$1,000,000 for each accident or occurrence.
- c) Professional Business Liability Insurance on the Consultant's and Consultant's employee services in this Agreement with a limit of \$2,000,000 per occurrence and \$4,000,000 aggregate.

15. **Indemnification**

The Client and the Consultant each hereby agree to indemnify, defend and hold the other harmless from and against any and all losses, claims, damages, expenses, including without limitation reasonable attorney's fees, costs, liabilities, demands and cause of action (collectively "Damages") which the other may suffer or be subjected to as a consequence of any act, error, material misstatement or omission of the indemnifying party in connection with any information provided, or the performance or non-performance of its obligations hereunder, less any payment for damages made to the indemnified party by a third party.

Notwithstanding the foregoing, no party shall be liable to the other for Damages suffered by the other which are the consequence of: (a) events or conditions beyond the control of the indemnifying party, (b) actions of the indemnifying party which were reasonably based upon facts and circumstances existing at the time and known to the indemnifying party at the time service was provide; or (c) errors made by the indemnifying party due to its reliance on facts and materials provide to the indemnifying party by the indemnified party.

16. Severability

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

17. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein, and that this agreement 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 Client and Consultant relating to the subject matter hereof.

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

Client

DDA Human Resources, Inc.

By _____

By _____
Tessia Melvin

Date _____

Date _____

Exhibit A
Scope of Services & Compensation
Ongoing Compensation Plan Maintenance

This exclusive DDA Human Resources, Inc. program is designed to eliminate the need for large classification and compensation study every 4 to 6 years. Services include everything needed to keep a freshly-updated compensation plan perpetually up to date and aligned with market conditions.

Standard Plan Services

- Consultant will review, update and reclassify as necessary one-third of job descriptions annually, or as determined by Project Team.
- Consultant will complete a market analysis of wages for these same jobs with benchmark jurisdictions and suggest changes to pay plan system as necessary to remain in tune with the market.
- Consultant will provide client with market data on benefits offered by comparable jurisdictions and suggest changes as warranted.
- For any new jobs or jobs with changes in job duties, consultant will write or rewrite the job description and classify the job for proper placement in the compensation system.
- Consultant will complete and submit a pay equity report to the State on behalf of the Client every three years or more often when required.
- If desired, consultant will handle data input of wage data into the LMC salary system.
- Consultant will assist Client in annual budget preparations.
 - Consultant will recommend an adjustment to your Pay Plan for the coming year, based upon COLA, market and other factors.
 - Consultant will prepare up to two analysis of the budget impacts of step increases, alternatives for wage adjustments, etc.
- Consultant will make an annual presentation to the elected body on the status of Client's compensation system.

Price Schedule

First Year 2021: \$10,300
Second Year 2022: \$10,300
Third Year 2023: \$10,300

Additional Services: Clients contracting for Plan Maintenance Services will receive a 20% reduction in hourly rates for additional services not included in Standard Plan.

<i>Position</i>	<i>80% Standard Fee</i>
Lead Consultant	\$160
Technical Support	120
Clerical Support	80