



Carver County Board of Commissioners
 September 1, 2015
 Regular Session
 County Board Room
 Carver County Government Center
 Human Services Building
 Chaska, Minnesota

PAGE

9:00 a.m.	1.	<ul style="list-style-type: none"> a) CONVENE b) Pledge of allegiance c) Public comments - <i>Anyone wishing to address the Board of Commissioners on an item not on the agenda may come forward at this time. Please limit your comments to five minutes.</i> d) New Employee Introduction 1 	
	2.	Agenda review and adoption	
	3.	Approve minutes of August 18, 2015, Regular Session.....	2-5
	4.	Community Announcements	
9:05 a.m.	5.	CONSENT AGENDA <i>Connections: Develop strong public partnerships and connect people to services and information</i> 5.1 Professional Services Agreement for Schedule Review Services for the Southwest Reconnection Project 6 5.2 Request for approval of Professional Services Amendment with CIS and State of MN..... 7 5.3 Application for 1 Day to 4 Day Temporary On-Sale Liquor License for St. Peter Lutheran Church, Watertown 8 <i>Communities: Create and maintain safe, healthy and livable communities</i> 5.4 Payment for right-of-way acquisitions for CSAH 30 bridge replacement project over Crane Creek 9-12 5.5 Sheriff - Request for approval of contract with State of Minnesota for 2015 Emergency Management Performance Grant..... 13-16 5.6 Payment for Right-of-way Acquisition for CSAH 11/6th Street Intersection Improvements SAP 010-611-016 17-20 5.7 Change 0.4 FTE Veterans Driver to STOC Pool..... 21 5.8 Approval to accept 2 donated Renaissance Festival tickets 22 <i>Growth: Manage the challenges and opportunities resulting from growth and development</i> 5.9 Approval to Contract with Wenck Construction & Remediation Inc..... 23 5.10 Dale Kutzke - Laketown Electric Corporation 24-27 5.11 Wally & Beth Metzen - Commercial Kennel..... 28-31 5.12 Chuck Beisner - SunShare, LLC..... 32-37 <i>Culture: Provide an organizational culture which fosters individual accountability to achieve goals</i> 5.13 Approve Changes in FTE's for Home and Community Based Care Staff 38-39	

5.14 Approval of Memorandum of Agreement with Teamsters Local 320 – Detention Sergeants Regarding Insurance 40

5.15 Approval of Memorandum of Agreement with Teamsters Local 320 – Non-Licensed Management Personnel and PSAP Supervisors Regarding Insurance..... 41

Finances: Improve the County’s financial health and economic profile

5.16 Abatements/additions 42-43

5.17 Review Social Services/Commissioners Warrants NO ATT

9:05 a.m. **6. COMMUNITIES: Create and maintain safe, healthy and livable communities**
 6.1 Child Support Awareness Month Proclamation 44-45

9:15 a.m. **7. FINANCES: Improve the County’s financial health and economic profile**
 7.1 Approval of the Carver County Community Development Agency (CDA) 2016 Budget..... 46-51

9:35 a.m. **8. CULTURE: Provide an organizational culture which fosters individual accountability to achieve goals**
 8.1 Policy Updates 52-122

9:55 a.m. **ADJOURN REGULAR SESSION**

WORK SESSION

9:55 a.m. **A. COMMUNITIES: Create and maintain safe, healthy and livable communities**
 1. Carver County AIS Program Update 123

10:35 a.m. **BOARD REPORTS**
 1. Chair
 2. Board Members
 3. Administrator
 4. Adjourn

David Hemze
 County Administrator

UPCOMING MEETINGS

September 8, 2015	No Meeting
September 8, 2015	9:00 a.m. County Park/Three Rivers Park District Joint Projects Tour
September 15, 2015	2:00 p.m. Public Works Equipment Tour
September 15, 2015	4:00 p.m. Board Meeting
September 22, 2015	9:00 a.m. Work Session/SW Reconnection Project Tour
September 29, 2015	No Meeting
October 6, 2015	9:00 a.m. Board Meeting

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Introduction of New Land Management Planner

Primary Originating Division/Dept: <input style="width: 90%;" type="text" value="Public Health & Environment - Land Mgmt."/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Steve Just"/> Title: <input type="text" value="Dept. Manager"/>	Item Type: <input type="text" value="New Employee Intro"/>
Amount of Time Requested: <input type="text"/> minutes Presenter: <input type="text" value="Steve Just"/> Title: <input type="text" value="Land Management Department M"/>	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
Strategic Initiative: <input type="text" value="Culture: Provide organizational culture fostering accountability to achieve goals & sustain public trust/confidence in County government"/>	

BACKGROUND/JUSTIFICATION:

Justification:

The County recently hired Emily Schmitz to fill a vacant Land Management Planner position in the Land Management Department. Her first day at Carver County was August 10th. She has spent the past 3 years working for the City of Cottage Grove. Ms. Schmitz will have the opportunity to introduce herself to the County Board.

ACTION REQUESTED:

Action Requested:

Welcome Emily Schmitz

FISCAL IMPACT: <input type="text" value="None"/> <i>If "Other", specify:</i> <input type="text"/>	FUNDING County Dollars = <input type="text"/>
FTE IMPACT: <input type="text" value="None"/>	Total <input type="text" value="\$0.00"/>
<input checked="" type="checkbox"/> Insert additional funding source	

Related Financial/FTE Comments:

Office use only:
RBA 2015 - 3470

A Regular Session of the Carver County Board of Commissioners was held in the County Government Center, Chaska, on August 18, 2015. Chair Randy Maluchnik convened the session at 4:06 p.m.

Members present: Randy Maluchnik, Chair, James Ische, Vice Chair, Gayle Degler, Tim Lynch and Tom Workman.

Members absent: None.

Under public participation, John Pierson, 9980 County Road 43, and representing the Pierson Lake Association, explained Florian Kerber had recently been selected to receive Minnehaha Creek Watershed District's "Watershed Hero Award." He stated Mr. Kerber agreed to place certain lands into a CRP program and noted the amount of sediment that will now be kept out of Lake Pierson each year as a result. He pointed out this award was made possible due to the work of the Commissioners, Soil and Water and a willing landowner.

The following amendment was made to the agenda:

Add: 6.4 Add second Board alternate to the Planning Commission

Lynch moved, Workman seconded, to approve the agenda as amended. Motion carried unanimously.

Degler moved, Ische seconded, to approve the minutes of the August 4, 2015, Regular Session. Motion carried unanimously.

Community announcements were made by the Board.

Ische moved, Degler seconded, to approve the following consent agenda items:

Contract #15-356 with Allied Blacktop Company for \$53,937 pending finalization of the contract review process.

Amendment No. 3 to contract #15-357 with SRF Consulting Group Inc., for \$105,974 pending finalization of the contract review process.

Approved issuing charitable gambling license to Augusta Ball Club, Inc., for a raffle to be held on October 3, 2015.

Approved issuing charitable gambling license to Delano Ducks Unlimited for a raffle to be held on September 14, 2015.

Resolution #42-15, Authorizing Offers of Compensation to Landowners for Easements Required for the CSAH 11/6th Street Intersection Improvement Project #SAP 010-611-016.

Resolution #43-15, Support for GreenCorps Application.

Authorized the Chair to sign the Water Supply Master Plan comment letter and submit to the Metropolitan Council.

Approved out of state travel to allow two Assistant County Attorneys to attend training in Las Vegas, Nevada.

Approved out of state travel for two Child and Family Department staff to attend workshop to be held in Ontario in lieu of previously approved conference.

Reviewed August 11, 2015, Community Social Services' actions/Commissioners' warrants in the amount of \$290,845.37 and reviewed August 18, 2015, Community Social Services' actions/Commissioners' warrants in the amount of \$313,527.96.

Motion carried unanimously.

Degler moved, Lynch seconded, to open the public hearing for detachment and annexation of land between school districts. Motion carried unanimously.

Laurie Davies, Taxpayer Services, explained they were in receipt of three petitions for realignment of school district boundaries in District 110 and 112. She identified each parcel that would be detached and annexed into another school district. She noted when a parcel detaches from a school district the tax impacts shifts to the other parcels and indicated the net result would be four cents per parcel.

Ron Olson and Hiram Grimm, petitioners, explained the reasons they were making this request.

Davies reviewed the Statute requirements and stated the school district approved the petitions.

Ische moved, Lynch seconded, to close the public hearing. Motion carried unanimously.

Ische moved, Degler seconded, to approve the detachment and annexations as petitioned. Motion carried unanimously.

Mike Lein, Environmental Services, requested the Board approve an indemnification agreement with PaintCare for paint management. He pointed out the large amount of paint collected at the Environmental Center and the expense for the disposal. He explained the legislature created a product stewardship program that collects fees from customers purchasing paint to be used to fund a collection and recycling system for waste paint.

Lein highlighted the system to access the funds and summarized the indemnification agreement with PaintCare.

Workman moved, Lynch seconded, to approve the indemnification agreement with PaintCare. Motion carried unanimously.

Lein requested the Board approve an amendment to the joint powers agreement with the MCPA for paint management. He noted the discount pricing through the joint powers agreement and the indemnification by the State. He stated the amendment accommodates new procedures required by PaintCare and defines reporting so that the state will receive payment from PaintCare and in turn reimburse the County. Lein noted a yearly estimate of \$110,000 in reimbursement.

Degler moved, Ische seconded, to approve the joint powers agreement pending completion of the contract review process and authorize the Acting Public Health and Environment Director to sign the contract in the State's SWIFT portal. Motion carried unanimously.

The Board considered appointing a second Board alternate to the Planning Commission to ensure coverage at meetings.

Ische moved, Lynch seconded, to appoint Randy Maluchnik as the Board's second alternate on the Planning Commission. Motion carried unanimously.

Nick Koktavy, Interim Administrative Service Division Director, requested the Board approve updates to County policies.

He highlighted the changes to the existing and new policies included in the Administrative and Financial Policy Manuals. Kristin Hack, Employee Relations, pointed out revisions and new policies to be added to the Personnel Policy Manual.

The Board discussed tabling until they had an opportunity to review the policies in more detail.

Workman moved, Degler seconded, to table approval of updates to the Carver County policies. Motion carried unanimously.

Martin Walsh, Parks, requested the Board award bids for the construction of the Minnesota River Bluffs Regional Trail project.

He identified the location of the proposed trail and agreements reached with US Fish and Wildlife and the City of Carver. He noted their budget constraints and identified the three bid alternates that were included. Walsh recommended all alternates be accepted as they were within the overall budget.

Ische moved, Degler seconded, to award the contract to S.M. Hentges & Son, Inc., including the bid alternates, for Project SP 010-090-005 for the construction of the Minnesota River Bluffs Regional Trail project in the amount of \$1,143,725.65 pending finalization of the contract review process. Motion carried unanimously.

Patrick Lambert, Public Works, requested the Board approve agreements of right of way acquisition for the CSAH 11 reconstruction project from CSAH 61 to CSAH 10. He noted the condemnation process and subsequent actions. He stated they came to a negotiated settlement and avoided jury

trials.

Workman clarified he would be abstaining from voting on the settlements.

Lynch moved, Ische seconded, to approve a stipulation for settlement agreement with Timothy W. Raser and Ann M. Raser for \$615,000 and to approve a stipulation for settlement agreement with the Norman A. Glock Revocable Trust and Judith E. Glock Credit Trust for \$235,000 and to authorize the County Administrator to sign the Orders for Judgment. Degler, Ische, Lynch, Maluchnik voted aye. Workman abstained. Motion carried.

Tom Vellenga, Interim Public Health and Environment Director, requested the Board approve a contract with the University of Minnesota for the Resilient Communities project. He noted the Board's past support and work session on the project. He explained the agreement would allow them to embark on the partnership with the University and students and move the projects forward.

Degler moved, Ische seconded, to approve the agreement with the University of Minnesota for the Resilient Communities Project. Degler, Ische, Lynch, Maluchnik voted aye. Workman voted nay. Motion carried.

Chair Maluchnik directed that staff schedule a work session in the future for an update on the projects.

Workman moved, Degler seconded, to adjourn the Regular Session at 5:16 p.m. Motion carried unanimously.

David Hemze
County Administrator

(These proceedings contain summaries of resolutions/claims reviewed. The full text of the resolutions and claims reviewed are available for public inspection in the office of the county administrator.)

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Professional Services Agmt. for Schedule Review Services for the Southwest Reconnection Project

Primary Originating Division/Dept: <input type="text" value="Public Works - Program Delivery"/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Darin Mielke"/> Title: <input type="text" value="Assistant Public Works Director"/>	Item Type: Consent <input type="text" value=""/>
Amount of Time Requested: <input type="text" value=""/> minutes Presenter: <input type="text" value=""/> Title: <input type="text" value=""/>	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
Strategic Initiative: <input type="text" value="Connections: Develop strong public partnerships and connect people to services and information"/>	

BACKGROUND/JUSTIFICATION:

Justification:

The Southwest Reconnection Project requires the use of the Critical Path Method of scheduling for the contractor. Due to the agreed upon acceleration schedule and associated cost, monitoring the schedule is a critical aspect of completing the project by the established completion dates. The expertise of a professional schedule reviewer is essential to monitor to schedule to minimize the risk to Carver County for additional delays and costs above and beyond the agreed upon amount with the recent supplemental agreement.

SRF Consulting Group will be performing schedule update reviews twice a month until the new Highway 101 causeway bridge is open and then once a month thereafter. A report with recommendations will be provided to Carver County in order to facilitate and manage schedule discussions with the contractor.

ACTION REQUESTED:

Action Requested:

Approve contract with SRF Consulting Group in the amount of \$76,809.00, pending finalization of the contract review process.

FISCAL IMPACT: <input type="text" value="Included in current budget"/> <i>If "Other", specify:</i> <input type="text"/>	FUNDING County Dollars = <input type="text"/> SW Recon Turnback Fund <input type="text" value="\$76,809.00"/> Total <input type="text" value="\$76,809.00"/> <input checked="" type="checkbox"/> Insert additional funding source
FTE IMPACT: <input type="text" value="None"/>	

Related Financial/FTE Comments:

Office use only:

RBA 2015 - 3455

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Request for approval of Professional Services Amendment with CIS and State of MN

Primary Originating Division/Dept: Sheriff <input type="text"/>	Meeting Date: 9/1/2015 <input type="text"/>
Contact: Leslie Michel <input type="text"/> Title: Administrative Services Manage <input type="text"/>	Item Type: Consent <input type="text"/>
Amount of Time Requested: <input type="text"/> minutes Presenter: <input type="text"/> Title: <input type="text"/>	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
Strategic Initiative: Connections: Develop strong public partnerships and connect people to services and information <input type="text"/>	

BACKGROUND/JUSTIFICATION:

Justification:

The Carver County Sheriff's Office has been chosen by the MN Department of Public Safety to participate as a pilot site for the NIBRS (National Incident Based Reporting System) project. The Sheriff's Office will work with its RMS (Records Management System) vendor CIS to develop the Integration Adapters.

The State of MN and CIS are requesting approval of the Professional Services Amendment by the County Board.

ACTION REQUESTED:

Action Requested:

Motion to approve professional services amendment with CIS and State of Minnesota pending finalization of the contract review process.

FISCAL IMPACT: None <input type="text"/> <i>If "Other", specify:</i> <input type="text"/>	FUNDING County Dollars = <input type="text"/> State of Minnesota <input type="text"/> \$120,032.00 Total <input type="text"/> \$120,032.00 <input checked="" type="checkbox"/> Insert additional funding source
FTE IMPACT: None <input type="text"/>	

Related Financial/FTE Comments:

The State of MN will provide \$120,032.00 to CCSO to fund the development of NIBRS Integration Adapters. Sheriff's Records Management System vendor CIS will develop, deliver, install, test and maintain the NIBRS Adapter. Increase revenue 01-201-201-000-5320: \$120,032.00 and increase Expenditure 01-201-201-0000-6265: \$120,032.00

Office use only:

RBA 2015 - 3469

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Application for 1 Day to 4 Day Temporary On-Sale Liquor License for St. Peter Lutheran Church, Watertown

Primary Originating Division/Dept: <input type="text" value="PRTS - Property Taxation"/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Teri Spencer"/> Title: <input type="text" value="Settlement Tech"/>	Item Type: Consent <input type="text" value=""/>
Amount of Time Requested: <input type="text" value=""/> minutes Presenter: <input type="text" value=""/> Title: <input type="text" value=""/>	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
Strategic Initiative: <input type="text" value="Connections: Develop strong public partnerships and connect people to services and information"/>	

BACKGROUND/JUSTIFICATION:

Justification:
St. Peter Lutheran Church, 3030 Navajo Ave, Watertown has applied for a 1 Day to 4 Day Temporary On-Sale Liquor License. They are planning an event for Saturday, October 24, 2015. The event will be held in the church dining hall. The officers are: Dale Muhs (President); Brenda Dressel (Vice-President); Deborah Muhs (Secretary); Joyce DeNomme (Treasurer); Dale Muhs (Chairman). There are no delinquent property taxes owing on this property (10.0141500).

ACTION REQUESTED:

Action Requested:
Board approval for the 1 Day to 4 Day Temporary On-Sale Liquor License application for St. Peter Lutheran Church, Watertown for Saturday, October 24, 2015.

FISCAL IMPACT: <input type="text" value="None"/> <i>If "Other", specify:</i> <input type="text"/>	FUNDING County Dollars = <input type="text"/> <input type="text"/>
FTE IMPACT: <input type="text" value="None"/>	Total <input type="text" value="\$0.00"/> <input type="checkbox"/> Insert additional funding source

Related Financial/FTE Comments:
1 Day to 4 Day Temporary On-Sale Liquor License fee: \$100.00 each event.

Office use only:
RBA 2015 - 3456

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Payment for right-of-way acquisitions for CSAH 30 bridge replacement project over Crane Creek.

Primary Originating Division/Dept: <input type="text" value="Public Works - Program Delivery"/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Patrick Lambert"/> Title: <input type="text" value="Right-of-Way Agent"/>	Item Type: <input type="text" value="Consent"/>
Amount of Time Requested: <input type="text"/> minutes Presenter: <input type="text"/> Title: <input type="text"/>	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Strategic Initiative: <input type="text" value="Communities: Create and maintain safe, healthy, and livable communities"/>	

BACKGROUND/JUSTIFICATION:

Justification:

The 2015-2016 construction season includes the Bridge No. 10548 Construction Project on CSAH 30 located 0.25 miles west of Yancy Ave over Crane Creek. Additional right-of-way is needed to complete this project. Carver County Public Works has negotiated settlements with property owners for the acquisition of permanent road and temporary construction easements along CSAH 30 at PID #02.0061000 and #02.0061010.

ACTION REQUESTED:

Action Requested:

Adopt a resolution to authorize payment of compensation based on negotiated settlements for right-of-way and easements required for project SAP 010-630-030, CSAH 30 bridge replacement over Crane Creek.

FISCAL IMPACT: <input type="text" value="Included in current budget"/> <i>If "Other", specify:</i> <input type="text"/>	FUNDING <table style="width: 100%;"> <tr> <td>County Dollars =</td> <td><input type="text"/></td> </tr> <tr> <td>CSAH Reg. Const.</td> <td style="text-align: right;">\$10,600.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$10,600.00</td> </tr> </table> <input checked="" type="checkbox"/> Insert additional funding source	County Dollars =	<input type="text"/>	CSAH Reg. Const.	\$10,600.00	Total	\$10,600.00
County Dollars =	<input type="text"/>						
CSAH Reg. Const.	\$10,600.00						
Total	\$10,600.00						
FTE IMPACT: <input type="text" value="None"/>							

Related Financial/FTE Comments:

Office use only:

RBA 2015 - 3446

**BOARD OF COUNTY COMMISSIONERS
CARVER COUNTY, MINNESOTA**

Date: September 1, 2015_____ Resolution No: _____

Motion By Commissioner: _____ Seconded by Commissioner: _____

**Resolution Authorizing Payment of Settlement of Compensation to
Landowner for Right-of-Way and Easements Required for the CSAH 30
Bridge Replacement, Project # SAP 010-630-030**

WHEREAS, the Board of Commissioners of Carver County is the official governing body of Carver County (“County”); and

WHEREAS, the County, acting by and through its Board of Commissioners, is authorized by law to acquire land and other interests in real estate which are needed for public use or purpose; and

WHEREAS, Carver County wishes to complete the bridge replacement on CSAH 30 over Crane Creek .25 miles west of Yancy Ave in Camden Township, Project #SAP 010-630-030 (“Project”); and

WHEREAS, in order to complete the Project it is necessary for the County to purchase property interests from the properties described in Exhibit A attached hereto; and

WHEREAS, the County R/W agent has completed Minimum Damages Assessments to provide the County with an estimate of the damages caused by the County’s acquisition of the property interests required for the Project; and

WHEREAS, upon completion of the Minimum Damages Assessment, the County made offers of compensation to the land owners for the needed property interests consistent with the estimate of the damages being incurred by the owner as a result of the County’s acquisitions; and

WHEREAS, settlements have been reached with the property owners impacted by the project.

NOW, THEREFORE, BE IT RESOLVED by the Carver County Board of Commissioners as follows:

1. The Board of Commissioners finds that it is necessary and for a public purpose for the County to acquire the property interests described in Exhibit A for the Project.

Exhibit A

**Property Interest Required for the Bridge Replacement over Crane Creek on CSAH 30 in
Camden Township
Project #SAP 010-630-030**

(Acquisition)

P.I.D. No. 02.0061000

Patrick R. Breeggemann, ETAL

Taking of a temporary roadway easement over County State Aid Highway No. 30.

Settlement Amount: \$6,100.00.

(Acquisition)

P.I.D. No. 02.0061010

Patrick R. Breeggemann & Lisa M. Breeggemann, husband and wife

Taking of a permanent roadway easement over County State Aid Highway No. 30.

Settlement Amount: \$4,500.00

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Sheriff - Request for approval of contract with State of Minnesota for 2015 Emergency Management Performance Grant

Primary Originating Division/Dept: Sheriff <input type="text"/>	Meeting Date: 9/1/2015 <input type="text"/>
Contact: Debra Paige <input type="text"/> Title: Commander Emergency Manag <input type="text"/>	Item Type: Consent <input type="text"/>
Amount of Time Requested: <input type="text"/> minutes Presenter: <input type="text"/> Title: <input type="text"/>	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Strategic Initiative: Communities: Create and maintain safe, healthy, and livable communities <input type="text"/>	

BACKGROUND/JUSTIFICATION:

Justification:

The Emergency Management Performance Grant (EMPG) is awarded based on an annual request for federally-funded assistance from the State of Minnesota, Department of Public Safety - Homeland Security & Emergency Management Division, and is used to support the Carver County Emergency Management Program. Specifically, this grant covers a portion of salary for employees in the Emergency Management Program. The effective date of this grant is 01/01/2015 to 12/31/2015. There is a 100% match required for this grant which is covered in the budget for the Emergency Management Program.

ACTION REQUESTED:

Action Requested:

Motion to authorize the County Board Chair and the County Administrator to sign and accept the Grant Agreement for the "2015 Emergency Management Performance Grant (EMPG). Reviewed and approved by the County Attorney's Office and Risk Management.

FISCAL IMPACT: Included in current budget <input type="text"/> <i>If "Other", specify:</i> <input type="text"/>	FUNDING <table style="width: 100%;"> <tr> <td>County Dollars =</td> <td style="text-align: right;">\$47,984.00</td> </tr> <tr> <td>Federal Grant</td> <td style="text-align: right;">\$47,984.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$95,968.00</td> </tr> </table> <input type="checkbox"/> Insert additional funding source	County Dollars =	\$47,984.00	Federal Grant	\$47,984.00	Total	\$95,968.00
County Dollars =	\$47,984.00						
Federal Grant	\$47,984.00						
Total	\$95,968.00						
FTE IMPACT: None <input type="text"/>							

Related Financial/FTE Comments:

There is a 100% match required for this grant which is covered in the budget for the Emergency Management Program.

Office use only:

RBA 2015 - 3458



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101	Grant Program: Emergency Management Performance Grant 2015 Grant Agreement No.: A-EMPG-2015-CARVERCO-00010
Grantee: Carver County Emergency Management Sheriff’s Office 606 E 4th Street Chaska, MN 55318	Grant Agreement Term: Effective Date: 1/1/2015 Expiration Date: 12/31/2015
Grantee’s Authorized Representative: Deb Paige 606 E 4th Street Chaska, MN 55318 Phone: (952) 361-1292 e-mail: dpaige@co.carver.mn.us	Grant Agreement Amount: Original Agreement \$ 47,984.00 Matching Requirement \$ 47,984.00
State’s Authorized Representative: Matti Gurney Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101 Phone: 651-201-7422 Matti.Gurney@state.mn.us	Federal Funding: CFDA 97.042 State Funding: none Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Emergency Management Performance Grant 2015 Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the Emergency Management Performance Grant 2015 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the



matching requirement will be met by the Grantee.

Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Grant Agreement No. A-EMPG-2015-CARVERCO-00010/ PO# 3000035148

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State’s Authorized Representative

Organization: Carver County

Budget Summary

EMPG				
Budget Category	Award	Match		
Planning				
Conference/Professional Maintenance	\$0.00	\$0.00		
General Operating Supplies	\$0.00	\$0.00		
Insurance Premiums	\$0.00	\$0.00		
Membership Dues	\$0.00	\$0.00		
Professional & Tech Fees for Services	\$0.00	\$0.00		
Service Agreements	\$0.00	\$0.00		
Subscriptions	\$0.00	\$0.00		
Wages and Benefits	\$47,984.00	\$47,984.00		
Total	\$47,984.00	\$47,984.00		
Training				
Training	\$0.00	\$0.00		
Total	\$0.00	\$0.00		
Equipment				
Non-capitalized Equipment	\$0.00	\$0.00		
Office Equipment	\$0.00	\$0.00		
Office Supplies	\$0.00	\$0.00		
Repair and Maintenance	\$0.00	\$0.00		
Total	\$0.00	\$0.00		
Total	\$47,984.00	\$47,984.00		
Allocation	\$47,984.00	\$47,984.00		
Balance	\$0.00	\$0.00		

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Payment for Right-of-way Acquisition for CSAH 11/6th Street Intersection Improvements SAP 010-611-016

Primary Originating Division/Dept: <input type="text" value="Public Works"/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Patrick Lambert"/> Title: <input type="text" value="Right-of-Way Agent"/>	Item Type: <input type="text" value="Consent"/>
Amount of Time Requested: <input type="text"/> minutes Presenter: <input type="text"/> Title: <input type="text"/>	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Strategic Initiative: <input type="text" value="Communities: Create and maintain safe, healthy, and livable communities"/>	

BACKGROUND/JUSTIFICATION:

Justification:

The 2015 construction program includes improvements to the intersection of CSAH 11 and 6th St in Carver, MN. Additional right-of-way is needed to complete this project. Carver County Public Works has negotiated a settlement with a property owner for the acquisition of a permanent roadway easement and a temporary construction easement along the CSAH 11 corridor at PID #04.0240900.

ACTION REQUESTED:

Action Requested:

Adopt a resolution to authorize payment of compensation based on a negotiated settlement for easements required for project SAP 010-611-016.

FISCAL IMPACT: <input type="text" value="Included in current budget"/> <i>If "Other", specify:</i> <input type="text"/>	FUNDING County Dollars = <input type="text"/> CSAH Funds (Gas Tax etc) <input type="text" value="\$13,900.00"/> Total <input type="text" value="\$13,900.00"/> <input checked="" type="checkbox"/> Insert additional funding source
FTE IMPACT: <input type="text" value="None"/>	

Related Financial/FTE Comments:

Office use only:

RBA 2015 - 3462

**BOARD OF COUNTY COMMISSIONERS
CARVER COUNTY, MINNESOTA**

Date: September 1, 2015_____ Resolution No: _____

Motion By Commissioner: _____ Seconded by Commissioner: _____

**Resolution Authorizing Payment of Settlement of Compensation to
Landowner for Easements Required for the CSAH 11/6th St Improvements,
Project # SAP 010-611-016**

WHEREAS, the Board of Commissioners of Carver County is the official governing body of Carver County (“County”); and

WHEREAS, the County, acting by and through its Board of Commissioners, is authorized by law to acquire land and other interests in real estate which are needed for public use or purpose; and

WHEREAS, Carver County wishes to complete improvements to the intersection of CSAH 11 and 6th St, Carver, MN, Project #SAP 010-611-016 (“Project”); and

WHEREAS, in order to complete the Project it is necessary for the County to purchase property interests from the property described in Exhibit A attached hereto; and

WHEREAS, the County has obtained an appraisal to provide the County with an estimate of the damages caused by the County’s acquisition of the property interests required for the Project; and

WHEREAS, upon receipt of the appraisal, the County made an offer of compensation to the land owner for the needed property interests consistent with the estimate of the damages being incurred by the owner as a result of the County’s acquisitions; and

WHEREAS, a settlement has been reached with a property owner impacted by the project.

NOW, THEREFORE, BE IT RESOLVED by the Carver County Board of Commissioners as follows:

1. The Board of Commissioners finds that it is necessary and for a public purpose for the County to acquire the property interests described in Exhibit A for the Project.
2. Based upon an appraisal received by Carver County and negotiations with the affected property owner by the Director of Public Works or agents under his

Exhibit A

**Property Interest Required for the Intersecion Improvements at CSAH 11 and 6th St. in
Carver, MN
Project #SAP 010-611-016**

(Acquisition)

P.I.D. No. 04.0240900

Diedrich & Jeanette Lenzen, husband and wife

Taking of a Temporary construction easement over County State Aid Highway No. 11.

Taking a permanent Roadway Easement over County State Aid Highway No. 11.

Settlement Amount: \$13,900.00.

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Change 0.4 FTE Veterans Driver to STOC Pool

Primary Originating Division/Dept: Administrative Services <input type="button" value="v"/>	Meeting Date: 9/1/2015 <input type="button" value="calendar"/>
Contact: Nick Koktavy Title: Interim Dir. Admin. Serv.	Item Type: Consent <input type="button" value="v"/>
Amount of Time Requested: <input type="text"/> minutes Presenter: <input type="text"/> Title: <input type="text"/>	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
Strategic Initiative: Communities: Create and maintain safe, healthy, and livable communities <input type="button" value="v"/>	

BACKGROUND/JUSTIFICATION:

Justification:

The Carver County Veterans Service Office currently has a vacant part-time driver position. The drivers transport veterans to medical appointments at the Minneapolis VA Medical Center and Shakopee VA Community-Based Outreach Clinic. Given the current shifts and workload, Administrative Services is recommending that the vacancy be filled as a Seasonal/Temporary/On-Call (STOC) pool. The current part-time position requires a set schedule of hours per week, whereas the STOC pool would allow for flexibility per week with a maximum of 67 days per year per STOC employee.

This change would allow Carver County Veterans Services more flexibility in scheduling and backfilling for driver vacations and sick days and provide for more flexibility on the Shakopee route. Veterans would receive the same or better service with this change. There is no change to the current drivers.

ACTION REQUESTED:

Action Requested:

Motion to change 0.4 FTE part-time Veterans Services Driver to 0.4 FTE Veterans Services STOC pool.

FISCAL IMPACT: Included in current budget <input type="button" value="v"/> <i>If "Other", specify:</i> <input type="text"/>	FUNDING County Dollars = <input type="text"/> <input type="text"/> Total \$0.00
FTE IMPACT: Other staffing change (grade, classification, hours, etc.) <input type="button" value="v"/>	<input checked="" type="checkbox"/> Insert additional funding source

Related Financial/FTE Comments:

The total FTE allocation would remain the same.

Office use only:

RBA 2015 - 3467

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Approval to accept 2 donated Renaissance Festival tickets

Primary Originating Division/Dept: <input type="text" value="Employee Relations"/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Kathy Paulsen"/> Title: <input type="text" value="Wellness Program Mgr"/>	Item Type: Consent <input type="text" value=""/>
Amount of Time Requested: <input type="text" value=""/> minutes Presenter: <input type="text" value=""/> Title: <input type="text" value=""/>	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
Strategic Initiative: <input type="text" value="Communities: Create and maintain safe, healthy, and livable communities"/>	

BACKGROUND/JUSTIFICATION:

Justification:

2 complimentary tickets to the Renaissance Festival were received by Employee Relations (Value of each ticket is \$22.95)

ACTION REQUESTED:

Action Requested:

Request approval to accept 2 donated tickets to the Renaissance Festival - to be given to employee through drawing or other method.

FISCAL IMPACT: <input type="text" value="None"/> <i>If "Other", specify:</i> <input type="text"/>	FUNDING County Dollars = <input type="text"/> <input type="text"/> Total <input type="text" value="\$0.00"/> <input checked="" type="checkbox"/> Insert additional funding source
FTE IMPACT: <input type="text" value="None"/>	

Related Financial/FTE Comments:

Office use only:

RBA 2015 - 3474

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Approval to Contract with WENCK CONSTRUCTION & REMEDIATION INC.

Primary Originating Division/Dept: <u>Public Health & Environment - Planning & Water Mgmt</u>	Meeting Date: <u>9/1/2015</u>
Contact: <u>Paul Moline</u> Title: <u>Planning & Water Manageme...</u>	Item Type: <u>Consent</u>
Amount of Time Requested: <input type="text"/> minutes Presenter: <input type="text"/> Title: <input type="text"/>	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No

Strategic Initiative:

Growth: Manage the challenges and opportunities resulting from growth and development

BACKGROUND/JUSTIFICATION:

Justification:

Pursuant to state statute (MS 103B.227), the Carver County Water Management Organization (CCWMO) issued a Request for Proposals (RFP) in April 2015 and chose three firms to be included in the pool for these services, including WENCK Associates Inc. (WENCK). The Board approved a contract with WENCK on July 21, 2015. WENCK CONSTRUCTION & REMEDIATION INC. is a subsidiary/division of WENCK. and requires a separate contract. With the implementation of the Carver County Water Management Organization (CCWMO) Water Plan, the CCWMO develops water management projects that involve construction. If WENCK is hired to oversee the project, WENCK CONSTRUCTION & REMIDIATION INC. will be used. Past examples of CCWMO construction projects include the Waconia stormwater re-use project and the Crow River streambank restoration. This contract is a continuation of the 2013-15 contract. The funded amount is an estimated maximum for 2015-17 based on available CCWMO project funds, existing grants, potential 2016-2017 state/federal grant funds, County Board approved budgets, rollovers, and CCWMO levies. The amount listed in the contract is a "not to exceed" amount. The contract is NOT a commitment by the County to allocate project funds to WENCK CONSTRUCTION & REMEDIATION Inc., as it will be handled on a work order basis for each individual project..

CONTRACT BENEFITS - The CCWMO uses engineering & construction management firms to provide management, bonding, insurance, and subcontracting services for construction projects under an approved County contract. The subcontractors (typically smaller and local firms determined on a bid basis) benefit from this arrangement inasmuch as they do not have to spend funds on the additional overhead necessary to obtain County work. Amounts for construction management and administration have typically been 1-2% of the total project cost.

ACTION REQUESTED:

Action Requested:

Motion to contract with WENCK CONSTRUCTION & REMEDIATION INC. pending completion of the contract review process.

FISCAL IMPACT: Included in current budget

If "Other", specify:

FUNDING

County Dollars =	\$100,000.00
State and Federal Grants	\$200,000.00
Total	\$300,000.00

FTE IMPACT: None

Related Financial/FTE Comments:

\$100,000 CCWMO; \$200,000 state/federal grants based on estimated max for 2015-17. The 2016-17 funds will be based on County Board-approved budgets, CCWMO levies, and future grants. Contract is a "NOT to exceed" amount and is NOT a commitment to allocate all funds to WENCK CONSTRUCTION & REMEDIATION.

Office use only:

RBA 2015 - 3443

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Dale Kutzke - Laketown Electric Corporation

Primary Originating Division/Dept: Public Health & Environment - Land Mgmt. <input type="button" value="v"/>	Meeting Date: 9/1/2015 <input type="button" value="calendar"/>
Contact: Steve Just Title: Dept. Manager	Item Type: Consent <input type="button" value="v"/>
Amount of Time Requested: <input type="text"/> minutes Presenter: <input type="text"/> Title: <input type="text"/>	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Strategic Initiative: Growth: Manage the challenges and opportunities resulting from growth and development <input type="button" value="v"/>	

BACKGROUND/JUSTIFICATION:

Justification:

File # PZ20150034. The Planning Commission recommended approval of a Conditional Use Permit (CUP) for Laketown Electric Corporation (David W. Bergmann Family Trust), located in Section 8 of Laketown Township. The applicant, Dale Kutzke, is requesting authorization to construct an approximately 36' x 38' office addition to accommodate Laketown Electric's growth. The new CUP will supersede the original CUP #8374 that was issued for the contractor's yard in 1991. A variance was approved on June 3, 2015, by Board of Adjustment Order #PZ20150016 to address the legal nonconforming status of the property (i.e., lack of a single family home). A new septic system (SSTS) would be installed in conjunction with the new building addition. The Laketown Town Board has also recommended approval of the request.

ACTION REQUESTED:

Action Requested:

A motion to adopt the Findings of Fact and issue Order #PZ20150034 for the issuance of the Conditional Use Permit

FISCAL IMPACT: None <input type="button" value="v"/> <i>If "Other", specify:</i> <input type="text"/>	FUNDING County Dollars = <input type="text"/> <input type="text"/>
FTE IMPACT: None <input type="button" value="v"/>	Total <input type="text"/> \$0.00 <input type="button" value="add"/> Insert additional funding source

Related Financial/FTE Comments:

Office use only:

RBA 2015 - 3461

COUNTY OF CARVER
PLANNING COMMISSION RESOLUTION

FILE #: PZ20150034

RESOLUTION #: 15-12

WHEREAS, the following application for a Conditional Use Permit has been submitted and accepted:

FILE #: PZ20150034

APPLICANT: Dale Kutzke, Kutzke Construction, Inc.

OWNER: David W. Bergmann Family Share Trust

SITE ADDRESS: 8470 Hwy 5, Waconia 55387

PERMIT TYPE: Contractor's Yard

PURSUANT TO: Carver County Code: Section 152.079

LEGAL DESCRIPTION: See attached Exhibit "A"

PARCEL #: 07-008-0500

WHEREAS, said application was duly considered at a public hearing held by the Carver County Planning Commission at its regular meeting of August 18, 2015; and,

WHEREAS, the Carver County Planning Commission finds as follows:

1. The David W. Bergmann Family Share Trust owns an approximate 30.27 acre parcel located in the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 8, Laketown Township. The property is improved with a commercial building (Laketown Electric Corporation) and a large storage shed. The parcel has one "1 per 40" building eligibility, such that a single family home could be constructed in the future. The site is located in the Agriculture Zoning District and the Minnehaha Creek Watershed.
2. The applicant, Dale Kutzke, is requesting authorization to construct an approximate 36' x 38' office addition to accommodate Laketown Electric's growth. A Conditional use permit (CUP) was issued for the property in 1991 for a contractor's yard (CUP #8374). The proposed building expansion requires the application for a new CUP pursuant to the Carver County Zoning Code. The existing contractor's yard operation does not meet the requirement for a single family home (and homestead status); therefore, a variance was requested on June 3, 2015, and it was approved by the Board of Adjustment (Order #PZ20150016).
3. Section 152.079 (C)10 of the Zoning Code addresses the standards for a Contractor's Yard,
4. Laketown Electric is considered a legal non-conforming use because CUP #8374 was issued before the requirement for a single family residence and homesteading. The operation meets all of the remaining standards for a Contractor's Yard CUP, pursuant to the Zoning Code.
5. The applicant's letter and operational plan provide details of the business, and the need for additional office and meeting space based on the fact that the business has grown over the last 40 years. The existing bathroom facilities would be brought up to code. The business is family owned and operated and one of the partners, Matt Bergmann, is hoping to build a home on the property within the next 5 years. The business is limited to a maximum of 9 business vehicles operating from the site.
6. Mn/DOT reviewed the request regarding the Hwy 5 access and had no comments or concerns.
7. A new septic system (SSTS) is proposed and would be installed to the north of the driveway (west of the structure), in conjunction with the new building addition.

8. No additional signage is being proposed.
9. The Laketown Town Board reviewed the request at their June 22, 2015 Town Board meeting, and recommended approval at the public hearing.

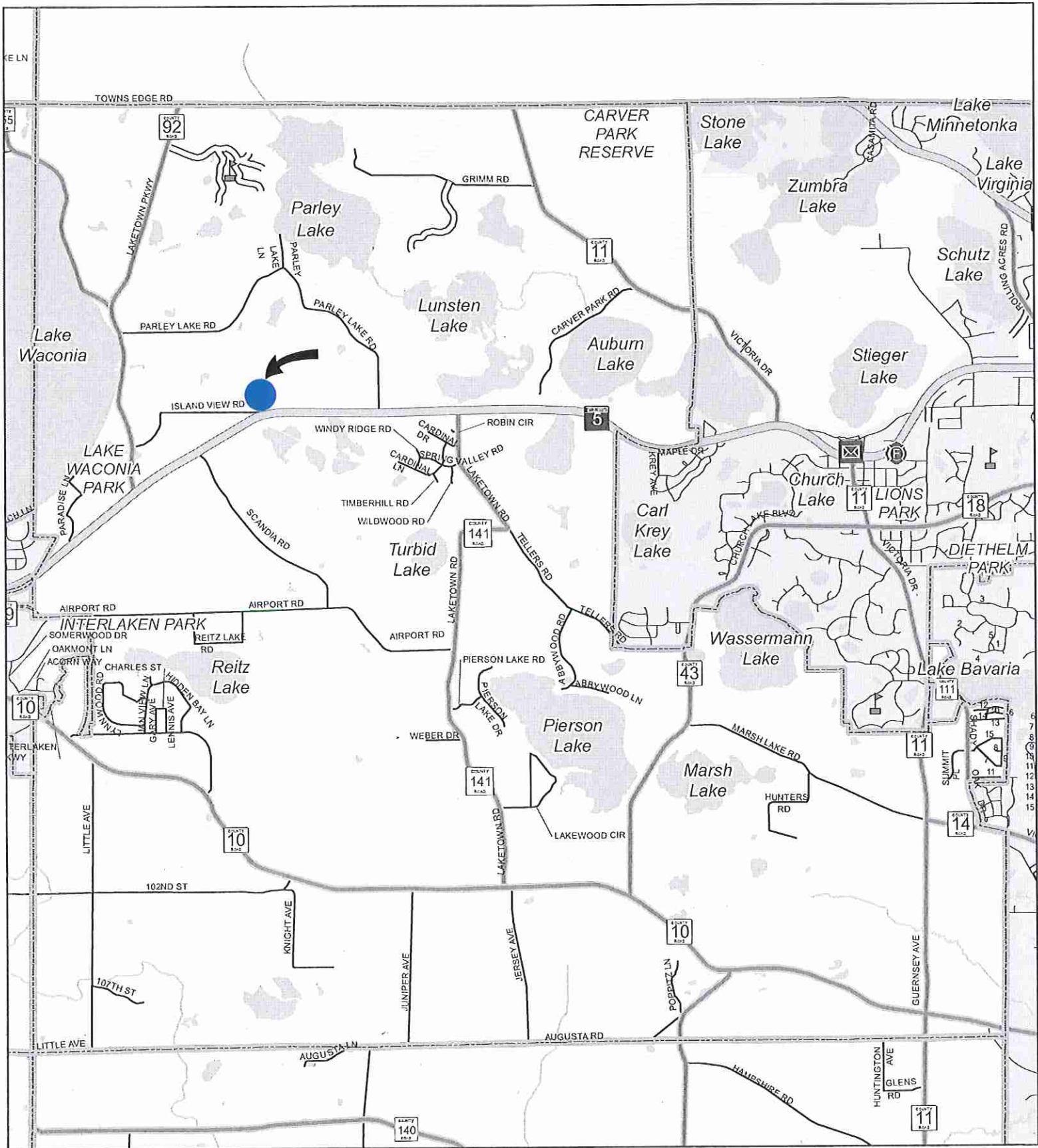
THEREFORE, BE IT RESOLVED, THAT The Carver County Planning Commission hereby recommends the issuance of Conditional Use Permit (CUP) #PZ20150034 for a Contractors Yard on the land described in Exhibit "A" of the permit application. The new CUP shall supersede CUP #8374, which will be considered null and void. The Planning Commission further recommends that the following conditions be attached to the permit:

1. The permit is subject to administrative review. A change in ownership, operations or operator shall be cause for the permit to be reviewed by Land Management for a determination as to whether an application for an amendment or similar consideration is necessary. Proposed owners and/or operators are encouraged to contact Land Management as early on in the timeline of the proposed change as possible.
2. The operation shall be in accordance with the submitted operational/site plan and letter, dated 4/20/2015 & 4/24/2015 respectively. These plans shall be attached to and become part of this permit.
3. Permittee shall obtain the appropriate Building Permit(s), and SSTS Permit, prior to the construction of the approximate 36' x 38' addition. Any future remodeling and/or additions proposed for the subject property will need to be reviewed by the Carver County Building Official, such that it would comply with State Building Code.
4. A maximum of nine (9) business vehicles may be stored and/or permitted on the site. All outside storage shall be screened from neighboring properties and the public road.
5. Permittee shall maintain the Non-generator's Certificate or contact the Environmental Services (E.S.) Department to obtain a Hazardous Waste Generator's License if there is an increase in hazardous waste generated at the site.
6. Permittee shall comply with road access requirements as determined by the road authority, if any.
7. Permittee shall submit a Certificate of Workers' Compensation Insurance and/or proper affidavit to the Land Management Department.

ADOPTED by the Carver County Planning Commission this 18th day of August, 2015.

John P. Fahey
Planning Commission Chair

LAKETOWN TOWNSHIP



This map was created using Carver County's Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.



Carver County Board of Commissioners Request for Board Action



Agenda Item:

Wally & Beth Metzen - Commercial Kennel

Primary Originating Division/Dept: <input style="width: 90%;" type="text" value="Public Health & Environment - Land Mgmt."/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Jason Mielke"/> Title: <input type="text" value="Senior Planner"/>	Item Type: <input type="text" value="Consent"/>
Amount of Time Requested: <input type="text" value=""/> minutes Presenter: <input type="text" value=""/> Title: <input type="text" value=""/>	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Strategic Initiative: <input type="text" value="Growth: Manage the challenges and opportunities resulting from growth and development"/>	

BACKGROUND/JUSTIFICATION:

Justification:

File #PZ20150040. The Planning Commission recommended approval of a Conditional Use Permit (CUP) for Mr. & Mrs. Metzen for their site located in Section 18 of Waconia Township. The applicants are requesting authorization to operate a commercial kennel from their property. The Board of Adjustment approved Variance #PZ20150036 on August 5, 2015, which allowed the kennel facility to be located within 1,000 feet of a neighboring residence and within a half mile of ten (10) or more homes. The business activity consists of the breeding, raising, and sale of Shih Tzu dogs from their home. All dogs are raised within the existing house and have an outside fenced exercise area that is located at the back of the house. The Waconia Town Board has also recommended approval of the request.

ACTION REQUESTED:

Action Requested:

A motion to adopt the Findings of Fact and issue Order PZ201500040 for the issuance of a Conditional Use Permit

FISCAL IMPACT: <input type="text" value="None"/> <i>If "Other", specify:</i> <input type="text"/>	FUNDING County Dollars = <input type="text"/>
FTE IMPACT: <input type="text" value="None"/>	Total <input type="text" value="\$0.00"/>
<input type="checkbox"/> Insert additional funding source	

Related Financial/FTE Comments:

Office use only:

RBA 2015 - 3464

COUNTY OF CARVER
PLANNING COMMISSION RESOLUTION

FILE #: PZ20150040

RESOLUTION #: 15-13

WHEREAS, the following application for a Conditional Use Permit has been submitted and accepted:

FILE #: PZ20150040

APPLICANT/OWNER: Wally & Beth Metzen

SITE ADDRESS: 14320 87th St. Mayer, MN 55360

VARIANCE TYPE: Commercial Kennel

PURSUANT TO: Carver County Code: Section 152.079 C4

LEGAL DESCRIPTION: See attached Exhibit "A"

PARCEL #: 09-018-0210

WHEREAS, said application was duly considered at a public hearing held by the Carver County Planning Commission at its regular meeting of August 18, 2015; and,

WHEREAS, the Carver County Planning Commission finds as follows:

1. Wallace and Elizabeth Metzen own a 10 acre parcel located in the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section 18, Waconia Township. The property is improved with a house/garage and two (2) detached personal accessory structures. The parcel is located in the Agricultural Zoning District and the CCWMO – Crow River watershed.
2. The applicant is requesting a Conditional Use Permit (CUP), pursuant to Section 152.079 C4 of the Carver County Zoning Code, to operate a commercial kennel activity (Sweetwater Shih Tzu). The business is for the breeding, raising and the sale of Shih Tzu dogs from their home.
3. On August 5, 2015, the Board of Adjustment approved a variance (Order PZ#20150036 – attached) which allowed the applicant to apply for a commercial kennel to be located within 1,000 feet from a neighboring residence, as well as, within a ½ mile of ten (10) or more homes.
4. The County Zoning Code defines a **COMMERCIAL KENNEL** as a place where three or more dogs or cats over the age of four months are kept for sale, breeding for sale, boarding for pay, or training for pay on an ongoing basis. The Zoning Code also identifies a **COMMERCIAL KENNEL** as an activity requiring Conditional Use approval. In addition to the minimum criteria and conditions of approval, the facility is to be located 1,000 feet from any residence except that of the owner and a minimum of ½-mile from ten or more homes existing prior to application.
5. With the approved variance, the operation appears to meet the minimum requirements for a Commercial Kennel. Mr. and Mrs. Metzen have been operating their commercial kennel, raising and breeding Shih Tzu dogs, since they built their home at its current location in 1988 (27 years). Recently, it was brought to their attention that, as of July 1, 2015, all persons raising dogs and cats must register and obtain a license from the State from Minnesota. The State forms referenced local city/county approval, which resulted in Mrs. Metzen contacting the Carver County Land Management Department to find out whether there was any permitting process required to raising small dogs in their home and the variance approval.
6. The Metzen Family operates their business (facility) from within the existing house located on the property. All dogs are raised (and have been raised) inside the house. There is a fenced, outside play area for the dogs which is located to the northeast of the house. There are currently four (4) homes located within 1,000 feet of the commercial kennel facility and eleven (11) homes within one half (½) mile of the existing facility. The closest home within the 1,000-foot

setback (directly south) is approximately 289 feet. The furthest home within the ½ mile setback (southwest) of the ten (10) or more homes is approximately 2,600 feet (½ mile = 2,640 feet).

7. According to the operational plan submitted by the applicant, Sweetwater Shih Tzu has been a Minnesota non-profit organization since 2011. Mr. and Mrs. Metzen have registered, purebred and genetically tested and certified parent dogs. Their puppies are fully guaranteed, with a few litters each year. In 2014, they had a total of five (5) litters. The applicants have indicated that they do not hold business hours and do not have any additional traffic on 82nd Street, other than for residential purposes. The operation does not need signage, outside storage and/or equipment to continue to raise their dogs, nor do they have any employees. Their veterinarian has advised the applicants to not allow potential families to visit the site in order to prevent the transmission of disease to their dogs and puppies. Disease prevention has become even more important in Minnesota and for registered breeders; therefore, family visits take place at an off-site location.
8. The neighborhood is comprised of residences, hobby farms and agricultural uses.
9. The Waconia Town Board has reviewed and recommended approval of the request during their July 13, 2015, meeting.

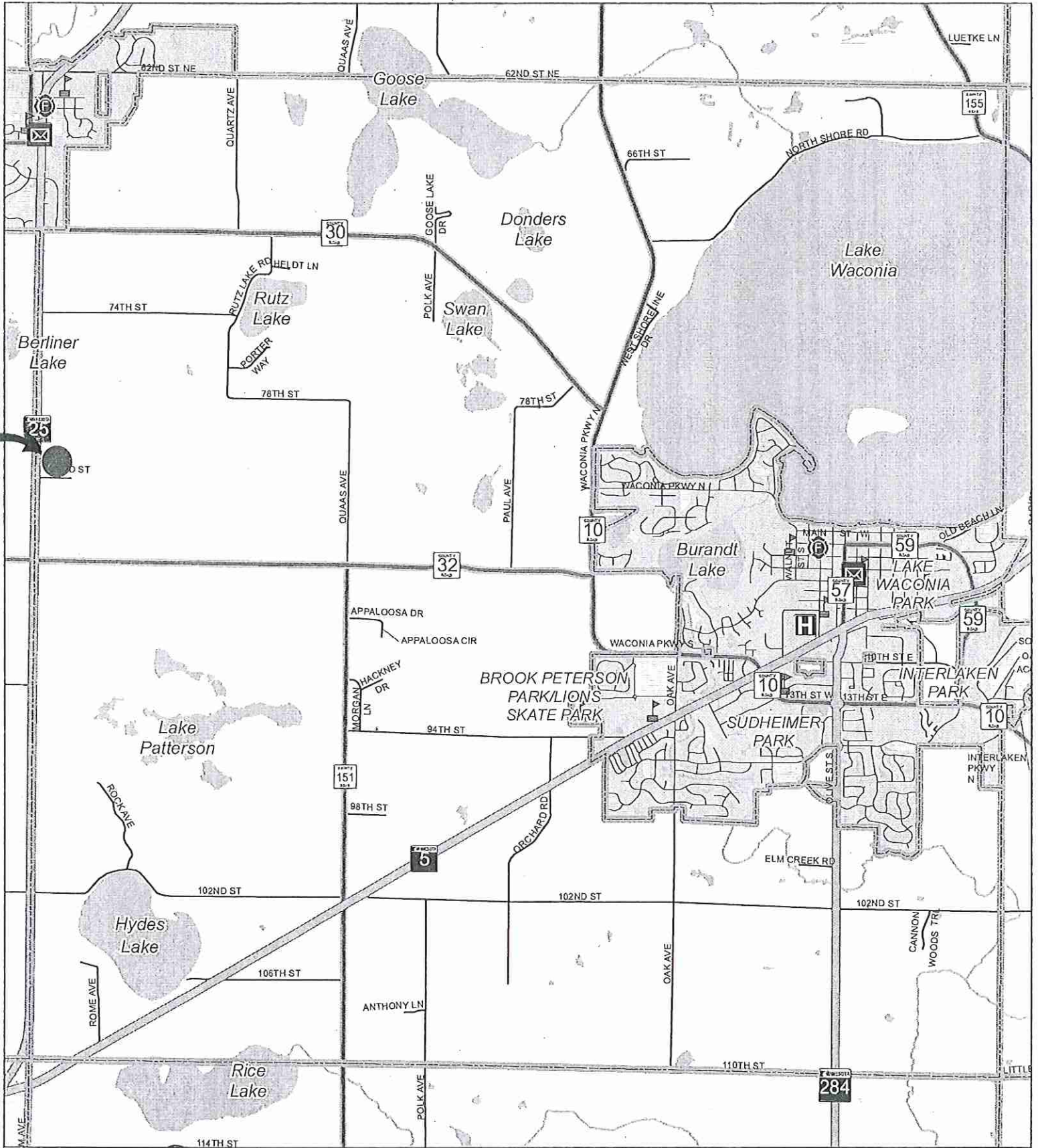
THEREFORE, BE IT RESOLVED, THAT The Carver County Planning Commission hereby recommends the issuance of Conditional Use Permit #PZ20150040 for a Commercial Kennel Facility on the land described in Exhibit "A" of the permit application. The Planning Commission further recommends that the following conditions be attached to the permit:

1. The permit is subject to administrative review. A change in ownership, operations or operator shall be cause for the permit to be reviewed by Land Management for a determination as to whether an application for an amendment or similar consideration is necessary. Proposed owners/operators are encouraged to contact Land Management as early on in the timeline of the proposed change as possible.
2. Sweetwater Shih Tzu (Commercial Kennel Activity) shall operate in accordance with the submitted operational letter and site plan. These plans shall be attached to and become part of this permit.
3. Pet capacity shall be limited to that which is outlined in the operational plan. The kennel facility shall be conducted within the existing home. No new structure(s) and/or addition(s) onto the existing home shall be allowed as part of the commercial kennel facility.
4. The Permittee shall comply with all local, state and/or federal regulations pertaining to the breeding and raising of dogs. The Permittee shall submit copies of all required permits and licenses to Carver County Land Management.
5. Pursuant to Section 152.079 of the Carver County Code the residence shall be occupied as a homestead by a principal of the activity.
6. Permittee shall comply with any road access requirements/improvements as determined by the Road Authority (i.e. dust control, maintenance, or similar issues).
7. Upon receipt of complaints, which can be verified by the Land Management Department regarding dogs running loose, excessive barking, or related nuisances the permit shall be brought back to public hearing.
8. The Permittee shall submit proof of Workers Compensation or an affidavit stating that they do not have any employees.

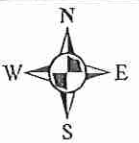
ADOPTED by the Carver County Planning Commission this 18th day of August, 2015.

John P. Fahey
Planning Commission Chair

WACONIA TOWNSHIP



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Carver County Board of Commissioners Request for Board Action



Agenda Item:

Chuck Beisner - SunShare, LLC

Primary Originating Division/Dept: <input style="width: 90%;" type="text" value="Public Health & Environment - Land Mgmt."/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Jason Mielke"/> Title: <input type="text" value="Senior Planner"/>	Item Type: <input type="text" value="Consent"/>
Amount of Time Requested: <input type="text" value=""/> minutes Presenter: <input type="text" value=""/> Title: <input type="text" value=""/>	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Strategic Initiative: <input type="text" value="Growth: Manage the challenges and opportunities resulting from growth and development"/>	

BACKGROUND/JUSTIFICATION:

Justification:

File #PZ20150041. The Planning Commission recommended approval of a Conditional Use Permit (CUP) for SunShare, LLC for a Community Solar Garden (CSG) proposed for the Bongards Creameries property in Section 17 of Benton Township. The applicant, Chuck Beisner, is requesting authorization to construct, operate and maintain a seven (7) mega-watt (MW) CSG as an Essential Service - CUP on the subject property. The request is being proposed as part of the Xcel Energy's CSG Program, which was established by the State of Minnesota in 2013. The energy contract with Xcel Energy for this program is for a minimum of 25 years. The applicant's request would meet all of the standards of the CUP pursuant to Section 152.039 (Renewable Energy) of the Carver County Zoning Code. The site was selected based on its solar resource, physical characteristics, proximity to existing electrical infrastructure/distribution lines, and a willing property owner. Bongards Creameries has signed a long-term contract with the developer, and the project has been submitted to Xcel Energy's CSG Program. The garden consists of 42 acres of solar modules (panels), 7 inverter pads, and one bill meter pad. (Inverter pads are central locations where the DC and AC electrical circuits are safely isolated and protected in a ground mounted solar garden or farm.) The CSG would be installed and maintained in accordance with the Renewable Energy standards of the Zoning Code. Those standards would include noise mitigation, decommissioning, setbacks, building code, and the like. The Benton Town Board has also recommended approval of the request.

ACTION REQUESTED:

Action Requested:

A motion to adopt the Findings of Fact and issue Order #PZ20150041 for the issuance of the Conditional Use Permit

FISCAL IMPACT: <input type="text" value="None"/> <p><i>If "Other", specify:</i> <input type="text"/></p>	FUNDING County Dollars = <input type="text"/> <input type="text"/> Total <input type="text" value="\$0.00"/> <input type="checkbox"/> Insert additional funding source
FTE IMPACT: <input type="text" value="None"/>	

Related Financial/FTE Comments:

Office use only:

RBA 2015 - 3465

COUNTY OF CARVER
PLANNING COMMISSION RESOLUTION

FILE #: PZ20150041

RESOLUTION #: 15-14

WHEREAS, the following application for a Conditional Use Permit has been submitted and accepted:

FILE #: PZ20150041

APPLICANT: Chuck Beisner (SunShare, LLC)

OWNER: Bongards Creameries

SITE ADDRESS: 13185 Hwy 212 NYA 55368

PERMIT TYPE: Essential Service – Solar Energy

PURSUANT TO: County Code, Section 152.039 B 2(b),
Section 152.050 and 152.052

LEGAL DESCRIPTION: See attached Exhibit "A"

PARCEL #: 01-017-0100

WHEREAS, said application was duly considered at a public hearing held by the Carver County Planning Commission at its regular meeting of August 18, 2015; and,

WHEREAS, the Carver County Planning Commission finds as follows:

1. The subject property (approximately 136.07 acres) is owned by Bongards Creameries and is located in the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section 17, Benton Township. The proposed request is located on 42 acres of the subject property and consists of meadow/wetlands, agricultural production land, and an area currently utilized by Xcel Energy as a temporary staging area for materials as part of a major transmission line upgrade (Administrative Permit #A20120298). The property is located in the Agricultural Zoning District and the CCWMO (Carver Creek watershed).
2. The applicant, Chuck Beisner (SunShare, LLC), is requesting to construct, operate and maintain a Seven (7) Mega-Watt (MW) Community Solar Garden as an Essential Service - Conditional Use Permit (CUP) pursuant to Section 152.039 of the Carver County Zoning Code, from the subject site. The request is being proposed as part of Xcel Energy's Community Solar Garden program, which was established by the State of Minnesota in 2013. The energy contract with Xcel Energy for this program is for a minimum of 25 years.
3. Community Solar Gardens (CSG) were authorized under a 2013 Minnesota energy law which mandates investor-owned utilities to get 1.5 percent of their electricity from solar by 2020. Xcel Energy is authorized by law to offer solar garden projects. The original energy law for CSGs allowed for sites to be 1 Mega-watt (MW) or less, but there is no project limit or aggregate capacity. According to recent publications, In June of 2015, the Minnesota Public Utility Commission (PUC) reviewed a host of questions from the solar developers about the eligibility of co-located CSGs, which are large scale projects segmented into 1 megawatt (AC) parcels in order to align with program rules. The result was that the PUC voted in favor of a partial settlement agreement between Xcel Energy and select developers, which set a 5-megawatt (AC) system size cap on co-located solar gardens. The law also stipulates that 10 percent of those projects must be under 20 kilowatts. This will encourage widespread development of distributed generation across the state, with utilities needing to add about 450 MW of solar power to their portfolio.

4. The Carver County Zoning Code, Section 152.050 – Essential Services, allows for public and quasi-public uses such as utilities that service a public need, or are deemed beneficial or essential to the public health and safety. The proposed request is considered a Large Solar Energy System (SES) based on the fact that the current (DC) rate capacity exceeds 100 kilowatts and will produce energy which will be added to Xcel Energy’s existing grid system. Therefore, a CUP is required pursuant to Section 152.052 of the Zoning Code. The applicant’s request appears to meet all of the standards of a CUP pursuant to Section 152.039. The Memorandum of Solar Energy Development and Operations Lease Agreement (decommissioning plan) has been submitted as part of the operational plan (see attached).
5. SunShare has indicated that they selected the subject property because of its solar resource, physical characteristics, proximity to the existing electrical infrastructure/distribution lines and willing property owner. The property owner has signed a long-term contract with SunShare and the project has been submitted into Xcel Energy’s Community Solar Garden program.
6. SunShare is proposing to install an up to 7 MW solar garden. This garden will consist of 30,240 modules (panels) each approximately 3.5 x 6 feet in size. The modules are mounted on a fixed racking system and may reach a height of approximately 8 to 10 feet above grade. There will also be 7 inverters and 1 billing meter pad. The applicant has indicated that all electrical lines would be run underground to the inverters and/or meter pad. There would be minimal grading work required for the installation of the solar garden. The existing topography is suitable for the project. The applicant is proposing to provide screening by erecting an 8-foot vinyl coated chain link fence around the entire operational area.
7. The solar garden site will operate 24 hours and day, 365 days a year (for 25 years) after construction has been completed. SunShare has selected Mortenson Construction as a partner to construct their Minnesota Solar Gardens. During construction (approximately 10 weeks), operating hours will be from 8:00 a.m. to 6:00 p.m. and would most likely occur during non-winter months. After construction, there would be limited traffic reporting to the site. In addition to mowing or vegetation management, 1 or 2 employees will report to the site (approximately 2 or 3 times a year) to do checks and routine maintenance. A crew of workers may report to the site annually to complete cleaning of the panels once a year.
8. The applicant intends to utilize the existing access to the site, via the location off of Hwy 212. It is the responsibility of the Permittee to contact the road authority Minnesota Department of Transportation (MnDOT) to discuss the access location and comply with any/all permitting requirements, if applicable.
9. The vegetative cover within the operational area will consist of a seed mix with pollinator friendly native low growing plants/grasses to maintain ground cover, preserve or improve existing conditions and provide habitat for pollinator species. The cover within the operational area will be kept short, less than 3 feet in height, and will be mowed or cut as needed.
10. The Carver County Zoning Code has a recently updated standard which require foundation posts to be installed using noise mitigating equipment such as a vibrating post driver or any other noise reduction method as may be stipulated by the CUP, which the applicant will need to comply with.
11. This proposed CSG location has been utilized for a variety of temporary essential service uses over the past 10 years. Those uses include: a temporary hot mix plant for area road projects, MinnCam pipeline project and Xcel Energy overhead transmission project. As part of those projects a gravel pad operational area was established and required to comply with stormwater management standards. The most recent Administrative Permit/Water Project Permit (#A20120298/#WP20120017) identified restoration standards which needed to take place after completion of the final temporary use of the site which ends this fall (2015). SunShare will be required to determine how they plan to implement their use of the property with the restoration of the past uses of the site, as well as, maintain existing drainage patterns and/or tile lines.

12. A Carver County Water Management Organization (CCWMO) Permit is required and Stormwater Management standards will need to be met if the proposed use creates an acre or more of disturbed area and/or an acre or more of new impervious area on the site is be created. The existing gravel pad utilized as part of the temporary staging area for Xcel Energy will need to be; 1) removed and restored with 6 inches of topsoil, 2) left in place and covered with 1-foot of topsoil, or 3) left in place and construct a stormwater treatment area for the impervious area. Any areas needed for potential stormwater management will be identified as part of the overall operational area for the CSG site.
13. The Permittee will be allowed signage pursuant to the Carver County Sign Code which allows a single sign surface area maximum of 32 sq. ft. per property. All signage shall be placed in accordance with Chapter 154 – Sign Regulations and/or the local road authority.
14. The Benton Town Board will be reviewing the request during their August 13th meeting. The Township recommended approval at the public hearing.

THEREFORE, BE IT RESOLVED, THAT The Carver County Planning Commission hereby recommends the issuance of Conditional Use Permit #PZ20150041 for a Community Solar Garden as an Essential Service on the land described in Exhibit “A” of the permit application. The Planning Commission further recommends that the following conditions be attached to the permit:

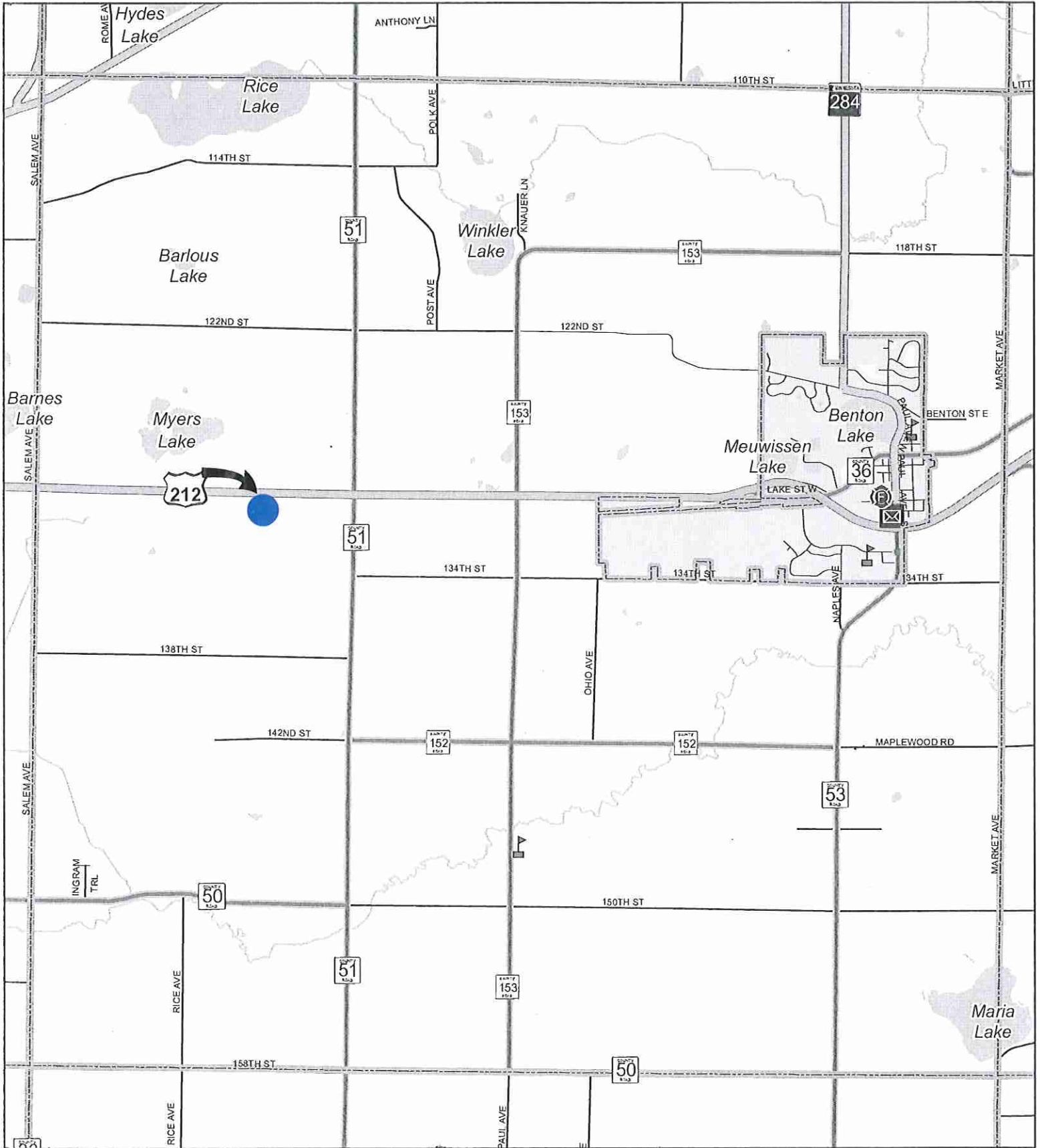
1. The permit is subject to Compliance Review. The permit allows for a community solar garden on the subject 42 acres and it is not transferable to another parcel and/or another area of the parcel subject to the permit. Upon notice to the Carver County Land Management Department, the permit, including all rights and obligations therein, may be assigned, in whole or in part, to any Permittee affiliate and any party with experience owning and operating energy generation facilities. Any other proposed change in facility ownership shall be cause for the permit to be reviewed by the Carver County Land Management Department for a determination as to whether an application for an amendment or similar consideration is necessary, and any such proposed owners and/or operators of the solar site are encouraged to contact Land Management as early on in the timeline of the proposed change as possible.
2. This permit will supercede any/all prior Administrative Permits issued pursuant to Section 152.074 (B)(5) of the Carver County Zoning Code.
3. Permittee shall operate in accordance with the submitted Community Solar Garden Application and Supporting Documentation (dated: 7/24/15). These plans shall be attached to and be considered part of this permit. The CSG shall be installed and maintained in accordance with Section 152.039 including; noise mitigation, decommissioning, etc.
4. Any required building permits must be obtained prior to construction. All structures used in conjunction with the facility shall meet the applicable requirements of the State Building Code.
5. The permit is subject to any/all MnDOT road authority standards pertaining to access requirements. An appropriate permit(s) shall be obtained before any work commences within the State Hwy 212 right-of-way.
6. Any grading and/or filling activity on the property shall be completed in accordance with the Carver County Water Management guidelines and the Wetland Conservation Act (WCA), if applicable. Any and all site improvements shall be completed pursuant to Chapter 153 – Water Resource Management.
7. Permittee shall comply at all times with the County standards as detailed in Chapter 152 – Zoning Code and Chapter 154 – Sign Regulations.

8. No later than the date that construction of the solar facility begins, the Permittee (including all Permittee affiliates) shall name Carver County as an additional insured on all policies of liability insurance. The Permittee shall annually file with the Carver County Land Management Department a certificate evidencing coverage. The certificate shall provide that the County must be given thirty (30) days written notice of the cancellation of insurance.
9. No later than the date that construction of the solar facility begins, the Permittee (including all Permittee affiliates) shall submit a copy of Worker's Compensation Insurance to the Carver County Land Management Department.

ADOPTED by the Carver County Planning Commission this 18th day of August, 2015.

John P. Fahey
Planning Commission Chair

BENTON TOWNSHIP



This map was created using Carver County's Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.



Carver County Board of Commissioners Request for Board Action



Agenda Item:

Approve Changes in FTE's for Home and Community Based Care Staff

Primary Originating Division/Dept: <u>Community Social Services</u>	Meeting Date: <u>9/1/2015</u>
Contact: <u>Rod Franks</u> Title: <u>Interim Director</u>	Item Type: <u>Consent</u>
Amount of Time Requested: <input type="text"/> minutes Presenter: <input type="text"/> Title: <input type="text"/>	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No

Strategic Initiative:

Culture: Provide organizational culture fostering accountability to achieve goals & sustain public trust/confidence in County government

BACKGROUND/JUSTIFICATION:

Justification:

A social worker II currently working as a 0.5 FTE in the HCBC Department has resigned. There is currently a vacant 0.6 FTE SWII position in the HCBC Department that has never been filled.

There is also in the Department a SWII position currently at 0.8FTE where the amount of work is more consistent with a 0.9 FTE. The employee in this position has requested an increase to 0.9 FTE.

It would serve the needs of the Department best to add 0.5TE of the vacant SWII position and combine it with the 0.5 FTE position made available by the employee resignation.

In addition increase the current 0.8 FTE SWII Position to 0.9 FTE with the remaining 0.1 FTE.

These changes are necessary to provide case management to support the increased needs of seniors in our community and increased enrollment at the Encore Day Services Program.

Making this FTE change will allow the HCBC Department to realize increased revenue collections, as the current 0.6 FTE we have been unable to fill has been budgeted, but not capturing any revenue. Any minimal increases in benefits costs required to make these changes will be more than offset by the additional revenue collected.

ACTION REQUESTED:

Action Requested:

Approve changes in SWII FTE's for the HCBC Department, creating a 1.0 FTE SWII and a 0.9 FTE SWII. With these changes the current FTE complement in the department will remain the same.

FISCAL IMPACT: Budget amendment request form

If "Other", specify:

FTE IMPACT: None

FUNDING

County Dollars =	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Total	\$0.00

Related Financial/FTE Comments:

Making these FTE changes will have no adverse impact on the current budget, and it is projected to reduce net levy impact through increased revenue collections.

Office use only:

RBA 2015 - 3471

Budget Amendment Request Form



To be filled out AFTER RBA submittal

Agenda Item:

Approve Changes in FTE's for Home and Community Based Care Staff

Department: _____

Meeting Date: 9/1/2015

Fund:

- 01 - General
- 02 - Reserve
- 03 - Public Works
- 11 - CSS
- 15 - CCRRA
- 30 - Building CIP
- 32 - Road/Bridge CIP
- 34 - Parks & Trails
- 35 - Debt Service

Requested By:

Chuck Churchill

DEBIT			CREDIT		
Description of Accounts	Acct #	Amount	Description of Accounts	Acct #	Amount
Salaries - FT	11-422-700-0000-6111	\$296.00	State Waiver Revenue	11-445-761-0000-...	(\$7,552.00)
Health & Life Insurance	11-422-700-0000-6152	\$14,808.00	Federal Waiver Revenue	11-445-761-0000-...	(\$7,552.00)
TOTAL		\$15,104.00	TOTAL		(\$15,104.00)

Reason for Request:

To recognize the changes in salaries and insurance and the offsetting revenues for the transfer of FTE's within Social Services, this has no impact on our levy.

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Approval of Memorandum of Agreement with Teamsters Local 320 - Detention Sergeants Regarding Insurance

Primary Originating Division/Dept: <input type="text" value="Employee Relations"/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Kristin Hack"/> Title: <input type="text" value="Interim ER Director"/>	Item Type: <input type="text" value="Consent"/>
Amount of Time Requested: <input type="text" value=""/> minutes Presenter: <input type="text" value=""/> Title: <input type="text" value=""/>	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
Strategic Initiative: <input type="text" value="Culture: Provide organizational culture fostering accountability to achieve goals & sustain public trust/confidence in County government"/>	

BACKGROUND/JUSTIFICATION:

Justification:

The County and the Sheriff's Office Detention Sergeant bargaining unit represented by Minnesota Teamsters Public & Law Enforcement Employees' Union, Local No. 320 have a collective bargaining agreement in effect from January 1, 2015 through December 31, 2016. In order to provide 2016 employer cafeteria contribution amounts consistent with other agreements in place, and to provide consistency in the health plans offered by the County, it is requested that the Board approve the Memorandum of Agreement with Teamsters Detention Sergeants.

The Memorandum of Agreement provides for employer cafeteria contributions for 2016 of \$690 per month for employees selecting single health insurance, \$850 for employees electing Employee + Child(ren) health insurance, \$1,175 for employees electing Employee + Spouse health insurance and \$1,450 for employees electing Family health insurance as well as defining the waiver contribution amount and the employer contribution amounts to the HSA and HRA.

The action requested is approval of the Memorandum of Agreement with the Teamsters Detention Sergeants for 2016 Cafeteria Contributions.

ACTION REQUESTED:

Action Requested:

Motion to approve the Memorandum of Agreement with the Teamsters Sheriff's Office Detention Sergeants for 2016 Cafeteria Contributions.

FISCAL IMPACT: <input type="text" value="Included in current budget"/>	FUNDING
If "Other", specify: <input type="text" value=""/>	County Dollars = <input type="text" value="\$3,102.00"/>
FTE IMPACT: <input type="text" value="None"/>	Total <input type="text" value="\$3,102.00"/>
<input checked="" type="checkbox"/> Insert additional funding source	

Related Financial/FTE Comments:

The County has budgeted \$70,153 for cafeteria benefits for this bargaining group in 2016. The \$3,102 reflects an increase between the 2015 and 2016 budgeted amounts for cafeteria benefits for this bargaining group .

Office use only:

RBA 2015 - 3472

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Approval of Memorandum of Agreement with Teamsters Local 320 – Non-Licensed Management Personnel and PSAP Supervisors Regarding Insurance

Primary Originating Division/Dept: <input type="text" value="Employee Relations"/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Kristin Hack"/> Title: <input type="text" value="Interim ER Director"/>	Item Type: Consent
Amount of Time Requested: <input type="text" value=""/> minutes Presenter: <input type="text" value=""/> Title: <input type="text" value=""/>	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No

Strategic Initiative:

Culture: Provide organizational culture fostering accountability to achieve goals & sustain public trust/confidence in County government

BACKGROUND/JUSTIFICATION:

Justification:

The County and the Sheriff's Office Non-Licensed Management Personnel and PSAP Supervisors bargaining unit represented by Minnesota Teamsters Public & Law Enforcement Employees' Union, Local No. 320 have a collective bargaining agreement in effect from January 1, 2015 through December 31, 2016. In order to provide 2016 employer cafeteria contribution amounts consistent with other agreements in place, and to provide consistency in the health plans offered by the County, it is requested that the Board approve the Memorandum of Agreement with Teamsters Non-Licensed Management Personnel and PSAP Supervisors.

The Memorandum of Agreement provides for employer cafeteria contributions for 2016 of \$690 per month for employees selecting single health insurance, \$850 for employees electing Employee + Child(ren) health insurance, \$1,175 for employees electing Employee + Spouse health insurance and \$1,450 for employees electing Family health insurance as well as defining the waiver contribution amount and the employer contribution amounts to the HSA and HRA.

The action requested is approval of the Memorandum of Agreement with the Teamsters Non-Licensed Management Personnel and PSAP Supervisors for 2016 Cafeteria Contributions.

ACTION REQUESTED:

Action Requested:

Motion to approve the Memorandum of Agreement with the Teamsters Sheriff's Office Non-Licensed Management Personnel and PSAP Supervisors for 2016 Cafeteria Contributions.

FISCAL IMPACT: Included in current budget

If "Other", specify:

FTE IMPACT: None

FUNDING

County Dollars =	\$3,907.00
<input type="text"/>	<input type="text"/>
Total	\$3,907.00

Related Financial/FTE Comments:

The County has budgeted \$90,471 for cafeteria benefits for this bargaining group in 2016. The \$3,907 reflects an increase between the 2015 and 2016 budgeted amounts for cafeteria benefits for this bargaining group.

Office use only:

RBA 2015 - 3473

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Abatements/Additions

Primary Originating Division/Dept: <input type="text" value="PRTS - Property Taxation"/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Teri Spencer"/> Title: <input type="text" value="Settlement Tech"/>	Item Type: <input type="text" value="Consent"/>
Amount of Time Requested: <input type="text"/> minutes Presenter: <input type="text"/> Title: <input type="text"/>	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Strategic Initiative: <input type="text" value="Finances: Improve the County's financial health and economic profile"/>	

BACKGROUND/JUSTIFICATION:

Justification:

Abatements requested by taxpayers. See attached listing.

ACTION REQUESTED:

Action Requested:

Recommend to approve.

FISCAL IMPACT: <input type="text" value="Other"/> <i>If "Other", specify:</i> <input type="text" value="Not Budgeted"/>	FUNDING <table style="width: 100%;"> <tr> <td>County Dollars =</td> <td style="text-align: right;">(\$184.79)</td> </tr> <tr> <td>Other</td> <td style="text-align: right;">(\$379.21)</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">(\$564.00)</td> </tr> </table> <input checked="" type="checkbox"/> Insert additional funding source	County Dollars =	(\$184.79)	Other	(\$379.21)	Total	(\$564.00)
County Dollars =	(\$184.79)						
Other	(\$379.21)						
Total	(\$564.00)						
FTE IMPACT: <input type="text" value="None"/>							

Related Financial/FTE Comments:

Office use only:

RBA 2015 - 3463



Property Records & Taxpayer Services
 Division
 Government Center - Administration Building
 600 East 4th Street
 Chaska, MN 55318-2102

Laurie Davies, Taxpayer Services Manager
 Phone: (952) 361-1907
 Email: ldavies@co.carver.mn.us

Angela Johnson, Carver County Assessor
 Phone: (952) 361-1961
 Email: ajohnson@co.carver.mn.us

**Abatements presented to the
 Carver County Board of Commissioners
 September 1, 2015**

Abatement approval is recommended by the Carver County Assessor & Taxpayer Services Manager on the following properties for the reasons listed.

Payable Year	Parcel Number	Name	Reason for Abatement	Original Tax Amount	Adjusted Tax Amount	Total Amount of Tax Adjustment	Reduction in Penalties and/or Interest Paid	Total Amount of Adjustment	County Dollars Abated
2015	75.5220240	Denette C. Collins	Homestead	\$ 3,626.00	\$ 3,444.00	\$ (182.00)	\$ -	\$ (182.00)	\$ (56.99)
2015	50.6500140	Lynn Laumann	Homestead	\$ 2,416.00	\$ 2,064.00	\$ (352.00)	\$ -	\$ (352.00)	\$ (95.34)
2015	30.4920702	Carissa Mader	Homestead	\$ 2,038.00	\$ 1,778.00	\$ (260.00)	\$ -	\$ (260.00)	\$ (93.58)
2015	75.5750210	Chad M. & Nicole A. Heinrich	Homestead	\$ 4,592.00	\$ 4,488.00	\$ (104.00)	\$ -	\$ (104.00)	\$ (32.64)
2015	30.9520139	Carissa M. Smith	Exempt - home removed	\$ 132.00	\$ -	\$ (132.00)	\$ -	\$ (132.00)	\$ (30.58)
2015	30.9520139	Carissa M. Smith	Omitted Property - new home	\$ -	\$ 466.00	\$ 466.00	\$ -	\$ 466.00	\$ 124.34
			TOTALS	\$ 12,804.00	\$ 12,240.00	\$ (564.00)	\$ -	\$ (564.00)	\$ (184.79)

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Child Support Awareness Month Proclamation

Primary Originating Division/Dept: <input type="text" value="Community Social Services"/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Rod Franks"/> Title: <input type="text" value="CSS Interim Director"/>	Item Type: <input type="text" value="Regular Session"/>
Amount of Time Requested: <input type="text" value="10"/> minutes Presenter: <input type="text" value="Rod Franks"/> Title: <input type="text" value="CSS Interim Director"/>	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Strategic Initiative: <input type="text" value="Communities: Create and maintain safe, healthy, and livable communities"/>	

BACKGROUND/JUSTIFICATION:

Justification:

Governor Mark Dayton has proclaimed August as Child Support Awareness Month. This was an opportunity to reflect on the impact of our accomplishments but also visualize the future. Strengthening families continues to be at the core of the child support program and guides the direction of our work in Carver County.

Governor Dayton’s proclamation reminds us that children are Minnesota’s most valuable resource and need the emotional and financial support of both parents to reach their full potential. Through the combined efforts of state and county staff, the Carver County child support program strives to help families achieve financial stability, self-sufficiency, and ultimately ensure a brighter future for children. This is also an to recognize the parents who work hard to provide for their family’s needs and happiness. Only with their partnership, can our program achieve success and improve children’s opportunities.

Statewide the partnership of county and state child support staff resulted in the collection of \$610 million in support and directly impacted the lives of 262,000 children. These statistics tell an even more poignant story when we consider 29% of custodial parents receiving child support services live below the federal poverty level. For these families, child support represents 45% of family income.

Carver County has a very successful Child Support Program. The attached chart illustrates how Carver County compares to surrounding counties on a number of performance indicators over the past fiscal year.

ACTION REQUESTED:

Action Requested:

Endorse the Proclamation form Governor Mark Dayton which designated the month of August ,2015 as Child Support Awareness Month.

FISCAL IMPACT: <input type="text" value="None"/> <i>If "Other", specify:</i> <input type="text"/>	FUNDING County Dollars = <input type="text"/> <input type="text"/> Total <input type="text" value="\$0.00"/> <input type="checkbox"/> Insert additional funding source
FTE IMPACT: <input type="text" value="None"/>	

Related Financial/FTE Comments:

Office use only:

RBA 2015 - 3459



STATE of MINNESOTA

Proclamation

- WHEREAS: Children are Minnesota's most valuable resource, and Minnesotans have a responsibility to promote and nurture their well-being; and
- WHEREAS: Child Support Awareness Month reminds us that children need the emotional and financial support of both parents to reach their full potential; and
- WHEREAS: County and state child support staff provide child support services for more than 372,000 parents and their 262,000 children annually; and
- WHEREAS: Child support services have a direct impact on helping families meet children's basic needs; and
- WHEREAS: Child support professionals help families work toward becoming and remaining self-sufficient and financially stable by creating and modifying child support orders, and collecting and disbursing child support on behalf of children; and
- WHEREAS: During Child Support Awareness Month, all Minnesotans are encouraged to look to the future of our state and our children, and to work together to ensure their success.

NOW, THEREFORE, I, MARK DAYTON, Governor of Minnesota, do hereby proclaim the month of August 2015, as:

CHILD SUPPORT AWARENESS MONTH

in the State of Minnesota.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the State Capitol this 20th day of July.



GOVERNOR



SECRETARY OF STATE

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Approval of the Carver County Community Development Agency (CDA) 2016 Budget

Primary Originating Division/Dept: <input type="text" value="Public Health & Environment"/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Julie Frick"/> Title: <input type="text" value="Executive Director"/>	Item Type: <input type="text" value="Regular Session"/>
Amount of Time Requested: <input type="text" value="10"/> minutes Presenter: <input type="text" value="Julie Frick and Karen Reed"/> Title: <input type="text" value="Executive Director and Finance D"/>	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Strategic Initiative: <input type="text" value="Finances: Improve the County's financial health and economic profile"/>	

BACKGROUND/JUSTIFICATION:

Justification:

The Carver County Community Development Agency (CDA) would like to request a levy of \$2,179,852 for the 2016 budget. The proposed levy would have a \$5.15 impact on the average value home of \$303,300. The overall proposed budget is \$10,280,917. The CDA administers a variety of rental housing programs in Carver County. They assist households with various affordable housing options. The Carver County CDA provides Economic Development Services to cities as requested. The CDA has also partnered with the Metropolitan Consortium of Community Developers' (MCCD) "Open to Business" Program and partners with businesses on other funding options as well. The CDA presented its proposed 2016 budget and tax levy at the County Board's August 18th, 2015 Budget Work Session.

ACTION REQUESTED:

Action Requested:

Resolution approving the 2016 proposed budget and payable 2016 tax levy of the Carver County Community Development Agency and certifying said levy to the County Auditor.

FISCAL IMPACT: <input type="text" value="Other"/> <i>If "Other", specify:</i> <input type="text" value="Separate Special Benefit Tax Levy"/>	FUNDING <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">County Dollars =</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Revenue</td> <td style="text-align: right;">\$8,101,065.00</td> </tr> <tr> <td>Levy Dollars</td> <td style="text-align: right;">\$2,179,852.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$10,280,917.00</td> </tr> </table> <input type="checkbox"/> Insert additional funding source	County Dollars =	\$0.00	Revenue	\$8,101,065.00	Levy Dollars	\$2,179,852.00	Total	\$10,280,917.00
County Dollars =	\$0.00								
Revenue	\$8,101,065.00								
Levy Dollars	\$2,179,852.00								
Total	\$10,280,917.00								
FTE IMPACT: <input type="text" value="None"/>									

Related Financial/FTE Comments:

The CDA's special benefit tax levy is spread upon all taxable property within Carver County and is completely separate from the County's property tax levy.

Office use only:

RBA 2015 - 3476

**BOARD OF COUNTY COMMISSIONERS
CARVER COUNTY, MINNESOTA**

Date _____ **Resolution No.** _____
Motion by _____
Seconded by _____

**RESOLUTION APPROVING THE 2016 PROPOSED BUDGET AND PAYABLE 2016
TAX LEVY OF THE CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY
AND CERTIFYING SAID LEVY TO THE COUNTY AUDITOR**

WHEREAS, in accordance with Minnesota Statutes, Section 469.033, Subd. 6 (“**Section 469.033**”), and Laws of Minnesota, including Laws of Minnesota for 1980, Chapter 482, as amended by Laws of Minnesota for 2001, Chapter 214, the Carver County Community Development Agency (the “**Agency**”) is authorized to levy special benefit taxes upon all property within its area of operation; and

WHEREAS, the area of operation of the Agency is the whole of the County of Carver, Minnesota; and

WHEREAS, the Agency has by resolution duly approved and adopted its 2016 budget and levied the special benefits tax, payable 2016, subject to the approval of the Carver County Board of Commissioners (the “**Carver County Board**”); and

WHEREAS, the Authority is authorized to levy its special benefits tax pursuant to Minnesota Statutes, Section 469.107 or Section 469.033, with the approval of the Carver County Board;

NOW THEREFORE, BE IT RESOLVED by the Carver County Board of Commissioners as follows:

1. The County has previously approved the levy by the Authority for taxable year 2011 and any subsequent years of taxes upon the taxable property in the County in amounts pledged by the Authority to pay debt service with respect to its outstanding housing development bonds. In addition, the County hereby approves the levy by the Authority for taxable year 2016 of taxes upon the taxable property in the County in the amounts specified for purposes other than such debt service in the Authority’s annual budget upon the taxable property in the County.
 2. The Authority’s requested levy of \$2,179,852 for taxes payable 2016 is hereby certified to the County Auditor.
 3. A copy of this Resolution shall be furnished to the Authority through its Executive Director by the County Administrator.
-

YES

NO

ABSENT

=====

I, David Hemze, duly appointed and qualified County Administrator of the County of Carver, State of Minnesota, do hereby certify that I have compared the foregoing copy of this resolution with the original minutes of the proceedings of the Board of County Commissioners, Carver County, Minnesota, at its session held on the __ day of September, 2015, now on file in the Administration Office, and have found the same to be a true and correct copy thereof.

Dated this __day of September, 2015.

David Hemze
David Hemze, County Administrator

CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY
2016
REQUESTED BUDGET - DETAIL

Carver County CDA - 2016 Budget Detail				
	2016 Requested Budget	2015 Requested Budget	\$ inc (dec)	% inc(dec)
REVENUES				
Administrative Revenues				
Federal				
Housing Counseling	25,000	27,000	(2,000)	-7.41%
National Foreclosure Mitigation Counsel		5,000	(5,000)	-100.00%
Shelter + Care	4,500	3,500	1,000	28.57%
State and Local				
CSP	2,160	2,520	(360)	-14.29%
TSP	780		780	
Bridges	6,600	6,552	48	0.73%
Housing Trust Fund	6,500	7,488	(988)	-13.19%
HECAT	25,000	30,000	(5,000)	-16.67%
HECAT - Homebuyer Education Fee	550	1,000	(450)	-45.00%
Total Administrative Revenues	\$71,090	\$83,060	(11,970)	-14.41%
Pass-Through Grant Funds				
Federal				
Shelter Plus Care	70,000	70,000	0	0.00%
State and Local				
CSP	60,000	60,000	0	0.00%
TSP	10,000		10,000	
Bridges	50,400	50,400	0	0.00%
Housing Trust Fund	65,000	65,000	0	0.00%
4685A30 HTF -Re-entry	8,100		8,100	
Total Pass-Through Grant Funds	\$263,500	\$245,400	18,100	7.38%
Revolving Loan Funds				
First Time Homebuyer Reimbursements		100	(100)	-100.00%
Total Revolving Loan Funds		\$100	(100)	-0.04%
Other Revenues				
Transitional Housing Rent	2,600	3,000	(400)	-13.33%
Carver Well/Septic Program Fees	2,600	1,200	1,400	116.67%
Investment Earnings	35,000	45,000	(10,000)	-22.22%
Land Trust	7,200	7,080	120	1.69%
Enterprise Revenue	746,500	710,900	35,600	5.01%
Property Management Fees	385,000	395,816	(10,816)	-2.73%
Loan Origination Fees	2,600	3,600	(1,000)	-27.78%
Miscellaneous Revenue	2,000	2,000	0	0.00%
Total Other Revenues	\$1,183,500	\$1,168,596	14,904	1.28%
Housing Revenues				
Apartment Buildings Revenue	6,582,975	6,206,897	376,078	6.06%
Total Housing Revenues	\$ 6,582,975.00	\$ 6,206,897.00	376,078	6.06%
TOTAL REVENUES	\$8,101,065	\$7,704,053	397,012	5.15%
EXPENDITURES				
Administrative & Operating Expenses				
Salaries	1,535,457	1,507,500	27,957	1.85%
* Benefits	604,563	502,992	101,571	20.19%
Temporary Services	3,500	3,200	300	9.38%
Board Member Expenses/ Per Diem	5,300	4,000	1,300	32.50%
Audit Fees	45,300	43,500	1,800	4.14%
Marketing/Advertising	10,000		10,000	

**CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY
2016
REQUESTED BUDGET - DETAIL**

Carver County CDA - 2016 Budget Detail				
	2016 Requested Budget	2015 Requested Budget	\$ inc (dec)	% inc(dec)
Bad debt expense	6,354		6,354	
Conferences & Training	25,000	20,000	5,000	25.00%
Consulting	20,000	52,000	(32,000)	-61.54%
Credit Bureau	500	6,000	(5,500)	-91.67%
Dues & Subscriptions	2,000	2,000	0	0.00%
HR Recruiting	1,500		1,500	
Insurance	22,000	22,000	0	0.00%
Legal	35,000	35,000	0	0.00%
Mileage	15,000	22,000	(7,000)	-31.82%
Miscellaneous	14,000	14,000	0	0.00%
Office Equipment	30,000	22,000	8,000	36.36%
Payroll Fees	8,500	8,000	500	6.25%
Postage	7,000	7,000	0	0.00%
PILOT and Tax Assessments	2,000	16,000	(14,000)	-87.50%
Recorder Fees	468	468	0	0.00%
Rent	76,000	75,000	1,000	1.33%
Repairs & Maintenance	28,000	16,000	12,000	75.00%
Software License fees	15,000		15,000	
Supplies	30,000	35,000	(5,000)	-14.29%
Technology/Website	54,000	54,000	0	0.00%
Telephone	38,000	24,000	14,000	58.33%
Utilities	10,000	18,000	(8,000)	-44.44%
Vehicle Maintenance	8,000		8,000	
Total Administrative & Operating Expenses	\$ 2,652,442.00	\$ 2,509,660.00	142,782	5.69%
Pass-Through Grant Funds				
Federal				
Shelter Plus Care	70,000	70,000	0	0.00%
CSP	60,000	60,000	0	0.00%
Bridges	50,400	50,400	0	0.00%
Housing Trust Fund	65,000	65,000	0	0.00%
HTF Re-entry	8,100		8,100	
TSP	10,000		10,000	
Total Pass-Through Grant Funds	\$263,500	\$245,400	18,100	7.38%
GO Bond Obligations				
Transfers to Lake Grace	40,000	40,000	0	0.00%
Transfers to The Crossings	35,000	35,000	0	0.00%
Transfers to Centennial Hills	31,000	31,000	0	0.00%
Transfers to Chaska Brickyard	70,000	70,000	0	0.00%
Transfers to Bluff Creek	25,000	25,000	0	0.00%
Transfers to Oak Grove Senior Residence	75,000	75,000	0	0.00%
Debt Service on Land		36,000	(36,000)	-100.00%
Total GO Bond Obligation Expenditures	\$276,000	\$312,000	(36,000)	-11.54%
Community/Economic Development				
** Community/Economic Development Initiative	506,000	385,000		
Total Community/Economic Development	\$506,000	\$385,000	121,000	31.43%
Housing Expenditures				
Apartment Buildings Expenses	6,582,975	6,206,897	376,078	6.06%
	\$6,582,975	\$6,206,897	376,078	6.06%
TOTAL EXPENDITURES	\$10,280,917	\$9,658,957	621,960	6.44%

CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY
2016
REQUESTED BUDGET - DETAIL

Carver County CDA - 2016 Budget Detail				
	2016 Requested Budget	2015 Requested Budget	\$ inc (dec)	% inc(dec)
REVENUES OVER (UNDER) EXPENDITURES	(2,179,852)	(1,954,904)		
CDA Special Benefit Levy				
Special Benefit Levy	2,179,852	1,954,904	224,948	11.51%
Total CDA Special Benefit Levy	\$2,179,852	\$1,954,904	224,948	11.51%
Footnotes				
* Benefits \$101,571 - Includes Medicare, Social Security, Pension, Workers Comp, Disability, PTO payout and Health, Dental Life Insurance. Assumes employees maintain existing coverage, waiving employees enroll in coverage, new employees budgeted at family coverage and CDA increasing contribution to insurance premium				
**Community/Economic Development \$121,000 increase:				
\$30,000 MCCD - not budgeted for in previous years				
\$25,000 Greater MSP - not budgeted for in previous years				
\$30,000 increase to 20215 Loan Fund (\$385,000) add'l funds to loan fund for cities				
\$36,000 interest on Waconia land - a reclass from what was "Other Expenditures" now called "GO Bond Obligations".				

Carver County Board of Commissioners Request for Board Action



Agenda Item:
Policy Updates

Primary Originating Division/Dept: <input type="text" value="Administrative Services"/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Nick Koktavy"/> Title: <input type="text"/>	Item Type: <input type="text" value="Regular Session"/>
Amount of Time Requested: <input type="text" value="15"/> minutes	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Presenter: <input type="text" value="Nick Koktavy, Kristin Hack"/> Title: <input type="text" value="Interim Dir. of Admin. Serv., Inter"/>	
Strategic Initiative: <input type="text" value="Culture: Provide organizational culture fostering accountability to achieve goals & sustain public trust/confidence in County government"/>	

BACKGROUND/JUSTIFICATION:

Justification:
At the August 18 County Board meeting, the staff presented proposed updates to the Administrative Policy Manual, Financial Policy Manual, and Personnel Policy Manual. The Board tabled the item, requesting redlined versions of the policies.

The updated policies include: Contracts, Local Preference, Tobacco, Meals and Refreshments at Meetings and Functions, E-Signature, Telework, Claims, Respectful Workplace, Workers Compensation Wage Continuation, Employee Training and Development, Cafeteria Benefits, AWAIR, Hearing Conservation, and Lactation Support.

The staff is proposing changes to standardize practices, clarify language, and meet best practices. Staff members will provide a brief overview of the recommended policy changes at the board meeting and stand for questions and direction from the board.

ACTION REQUESTED:

Action Requested:
Motion to approve updates to the Administrative Policy Manual, Financial Policy Manual, and Personnel Policy Manual.

FISCAL IMPACT: <input type="text" value="None"/> <i>If "Other", specify:</i> <input type="text"/>	FUNDING County Dollars = <input type="text"/> <input type="text"/> Total <input type="text" value="\$0.00"/> <input type="checkbox"/> Insert additional funding source
FTE IMPACT: <input type="text" value="None"/>	

Related Financial/FTE Comments:

Office use only:

RBA 2015 - 3466



Carver County – Administrative Policy Manual

Contracts and Purchasing

SECTION:	Contracts	EFFECTIVE:	3/3/08
AUTHORITY:	Res. 17-08	REVISED:	3/9/10 7/26/11 5/7/13

Purpose

It is the goal of Carver County that a sound and responsive public contracting system should:

- Simplify, clarify and update contracting efforts to reflect the market place and industry standards;
- Enhance public confidence through ethical and fair dealings, honesty and good faith between the County, the business community and other governmental jurisdictions;
- Promote efficient use of local government resources;
- Allow impartial and open competition protecting the integrity of the public contracting process and competitive nature of public procurement;
- Provide a public contracting structure that can take full advantage of evolving procurement methods as they emerge while preserving competitive bidding as the standard for public contracting.

Policy

Administration

These Contract Administration Policies and Procedures shall be administered by Administrative Services who shall develop and provide the necessary forms, procedures, and instruction for the implementation of these Policies and Procedures, in conjunction with the County Attorney's Office and Risk Management.

Copies of these rules and policies shall be made available to all employees and appointing authorities and will be made available on the County's intranet. Printed copies of these policies shall be on-file in the County Administrator's Office and shall be made available for public review upon request.

Approval of New Orders

New or amended policies/procedures may be submitted to the County Administrator and then, if appropriate, to the Board of County Commissioners for approval.

Application

Unless otherwise stated in a specific policy, Carver County Contract Administration Policies and Procedures shall apply to all County Divisions and Departments.

Responsibility

County staff is responsible for developing all contracts in accordance with this policy and to ensure a full awareness and understanding by affected employees.

References for the Administrative Policy Manual - Contracts

Minn. Stat. § 373.01 - Delineates powers and duties of a county, including requirements for bidding on contracts for the sale, lease, or conveyance of real and personal property owned by the county

Minn. Stat. § 373.02 - Delegates authority to execute written documents to Board Chair and Board Clerk (County Administrator)

Minn. Stat. § 375.21 - Addresses bid and bond requirements for work or labor purchase of furniture, fixtures, other property; construction or repair of roads, bridges, or buildings

Minn. Stat. § 471.345 - Uniform Municipal Contracting Law

Minn. Stat. § 471.59 - Provides basic statutory framework for joint operations between units of government

Minn. Stat. § 160.17 - Road construction requirements

Minn. Stat. § 162.04 - Final payment on applicable highway projects

Minn. Stat. § 290.97 - Withholding

Minn. Stat. § 574.26 - Performance and payment bonds requirements for contracts in excess of \$75,000 for the doing of any public work

A. Contract Development

The purpose of a written contractual agreement is to protect the County from adverse legal and financial exposure among other things. In most cases a formal written agreement shall be required. Depending on the scope of work, value of a particular level of effort (dollars involved) as well as the associated risk, the contract originator may follow one of several processes as outlined below.

1) Contract Approval Authority:

a. Signature Delegation: Unless otherwise stated in this policy, the following parties have signature authority based on the value of the contact including but not limited to professional service agreements, general contracts, grants, joint power agreements, etc.:

- i. Under \$2,500: Division Director

- ii. \$2,50.01 - \$25,000: County Administrator
- iii. Over \$25,000.01: County Board

This significant delegation of contracting authority carries with it the equally significant responsibility of exercising sound judgment and discretion. In particular, authorized officials must exercise sound discretion to recognize circumstances in which a proposed contract should be brought to the specific attention of the County Board through the use of a Board Action.

a. b. Delegation of Social Services Contracts: The Community Social Services Director has the authority to execute the following types of contracts:

- i. Current Purchase of Service's Contracts: Contracts renewed on an annual basis with vendors where the significant adjustment is the rate.
- ii. Medical Assistance Waiver Contracts: Contracts with the County required by the state, that allow vendors to bill for services provided to clients on Medical Assistance Waivers. Includes both new and renewal contracts.
- iii. Subcontractor Contracts: These are usually contracts with Hennepin County, where Hennepin County contracts with the state and passes on Carver County's share of the revenue for Employment and Training clients.
- iv. Letter of Agreements for Home Modification and Supplies and/or Equipment: For Carver County Alternative Care, elderly Waiver, Community Alternatives for Disabled Individuals, Community Alternative Care and Traumatic Brain Injury Waiver Programs.
- v. Amendments to contracts that are made solely to update with current legislatively mandated rates.

New contracts and existing contracts that include new services or significant changes in the relationship with the County are not part of this delegation.

ce. Annual Contract Renewals: Contracts renewed annually where there is substantially no change in the provisions of the contract except the contract is updated to reflect the current rate and financial terms is delegated to the County Administrator or his/her designee.

df. No Dollar Value: Contracts with no dollar value can use the LOA process as listed above in item a.

eg. Sheriff Off Duty Contracts: If no substantive changes are made with the exception of date, parties, location, etc., these contracts do not have to go through the normal contract review process and can be approved by the Sheriff or the Sheriff's designee. The contract form will be reviewed on an annual basis by the County Attorney's Office and Risk Management.

fh. Vehicle Titles: The County Administrator is delegated the ability to sign vehicle titles for County owned vehicles. The titles do not have to go through

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the contract review process.

~~i.~~ g. On-Call Services Work Orders: If the County enters into an on-call services agreement (see types of agreements in section 2), the Division Director is delegated the ability to sign the work orders.

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~~j.~~ h. Contract Amendments: Individual amendments to a contract which are less than 5% of the original contract amount or \$25,000, whichever is greater are delegated to the County Administrator.

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i. Grants: A Division Director is delegated the authority to sign grant applications. The delegation of grant contracts follows the signature delegation outlined in section “a” above.

~~k-j.~~ Request for Proposal/Bid: A Division Director is delegated the authority to authorize the RFP/B process after reviewing the solicitation document with the County Attorney’s Office. The contract that results from the process must follow the contract authority outlined in this policy.

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2) Types of Agreements: Contact the County Attorney’s Office or Risk Management for assistance in determining the most appropriate contractual course of action to take. It is expected other standard contracts will be developed as the need arises. Further, there will be periodic contractual language updates to the standard professional services contract. These standard contracts will be developed by Administrative Services with guidance from the County Attorney’s Office and Risk Management.

a. Professional Services Agreement: This is the most common contract type and can be used for a variety of professional services.

b. On-call Services: On-call services are driven by a professional services contract which is written in such a way that allows for work orders to be performed within the scope of the contract.

Examples of On-call for Professional Services contracts are:

- Engineering Consultants
- Plumbers
- Electricians
- Small Architectural Service Contracts
- Fencing Contractors

Typically a minimum of three vendors should be selected to be on-call for each area. This creates competition amongst consultants, allows for flexibility in scheduling and the appropriate consultant can be chosen based on expertise.

The County and each vendor enter into a standard general [professional service agreement](#). Once these documents pass through the normal internal contract review process, then under the umbrella of that contract, work orders are issued to perform work within the scope of the contract. For example, the County would enter into a broad professional services agreement with an electrician. Then as the County needs the service of an electrician a work order, instead of a contract, can be agreed upon and work can commence.

A work order should include the scope of work to be performed, including the timeline, and the agreed cost to perform such work.

On-call consultants should be chosen based on pre-qualifying criteria such as similar work performed, technical expertise, availability, references, etc. Further, a not-to-exceed dollar amount should be established in the contract.

- c. Contract Amendment: The intent of a contract amendment is to add similar work that is not covered in the original contract and/or extend the duration of the contract.

When routing the amendment through the approval process, a copy of the original contract and an up to date certificate of insurance should be attached.

In order to amend a contract, the contract must be current and have a similar scope.

- d. Joint Powers Agreement (JPA): Joint Powers Agreements are intended to be used when two or more governmental units enter into an agreement to jointly exercise a power or accomplish a common goal. This authority is granted under Minn. Stat. § 471.59.

The Statute defines a government unit to include every city, county, town, school district, or other political subdivision of this state or another state, as well as another state, University of Minnesota, nonprofit hospital, an agency of the State of Minnesota or of the United States of America, and any instrumentality of a government unit. Instrumentality of a government unit means an instrumentality having independent policy making and appropriating authority.

A joint powers entity is to be formed by governmental units that exercise a common power.

Examples of different types of Joint Powers Agreements are:

- Joint powers entity: The joint operation is governed by a joint board, which has the power to receive and expend funds, enter contracts, etc.
- Service contract: One governmental unit purchases a service from

another.

- Mutual aid: Two or more governmental units agree to assist each other when needed.
- Shared resources: Two or more governmental units share the use of facilities.
- Shared personnel: Two or more governmental units share an employee.

Departments are encouraged to contact the County Attorney's Office early in the JPA development process.

At a minimum a JPA should include the following contractual elements:

- State the method by which the purpose sought shall be accomplished or the manner in which the power shall be exercised
- State the purpose of the agreement and the power to be exercised
- Be governed by all the statutory or charter provisions applicable to any one of the parties for the exercise of the power which is subject to the agreement.
- Identify who governs the entity. When the agreement provides for the use of a joint board, the board shall be representative of the parties to the agreement. Residence requirements for holding office in any governmental unit shall not apply to any officer appointed to carry out such an agreement.
- Provide for disbursements of public funds to carry out the purpose of the agreement.
- Provide that contracts let and purchases made under the agreement conform to the requirements applicable to contracts and purchases of any one of the parties to the joint powers agreement.
- Provide for the strict accountability of all funds and must require reports on all receipts and disbursements.
- Provide for the distribution of any property acquired as a result of the joint exercise of powers.
- Provide for the return of any surplus monies in proportion to contributions after the purpose of the agreement is completed.
- Based on changes to the Joint Powers statute in 2006 the agreement should specify that "pursuant to Minn. Stat. § 471.59, subd. 1a, none of the participating entities are responsible for the acts or omissions of other participating entities."
- When a new and separate legal entity is created, the participants must relinquish control to the new entity. The new entity must be empowered to make decisions for the group subject to by-laws or other operational guidelines.

Provisions that are optional but prudent to include in a JPA are:

- A defined duration and termination procedures. The entity may operate for a definite term or until rescinded or terminated in accordance with its terms.

- The identity of the member of the board and the methods for their selection and replacement. As noted above, the board must be representative of the parties to the agreement.
 - Provisions for the disbursements of public funds or other funding mechanisms to carry out the purposes of the agreement.
 - Provisions for one of the governmental units to exercise the powers of the joint powers entity on behalf of all of the members.
 - The governing statute or charter provisions applicable to any one of the parties for the exercise of the power which is subject to the agreement.
 - If applicable, provide that contracts may be let and purchases made under the agreement and that such activity must conform to the requirements applicable to contracts and purchases of one of the parties to the joint powers agreement.
 - Specify whose rules will govern employees, who and how assigned personnel are supervised, whose workers compensation applies, and details of that nature.
 - A section with definitions.
 - When/how notices to be given to participating members.
 - Who is responsible for damage or loss to equipment being used while acting in the scope of the agreement.
 - A statement as to adherence to the Minnesota Government Data Practices Act.
 - Include a hold harmless and indemnification provision.
- e. Grants: The County recognizes that grant funding provides significant resources to enhance the County's ability to provide services and activities not otherwise available. The County will seek grant funding for activities that are determined to further core County functions or that provide for activities, which are in the best interest of our citizens.

Prior to acceptance of any funding or expenditure of funds on any grant activity, a written contract is required.

County officials are responsible for compliance with all aspects of grant requirements including monitoring to ensure that grant activities are properly accomplished, grant accounting and tracking, reporting requirements and ensuring that requests for reimbursement are accurate and submitted on schedule or as soon as possible after completion of grant activities.

Typically a project administrator should be designated to manage all grant activities, ensuring compliance with all grants terms and requirements, including compliance by sub-grantees.

Division directors need to communicate and coordinate with other divisions/departments if the grant application is expected to impact their

operations. For example, if an FTE is being requested, contact IT and Facilities as it relates to planning for technology, phone and space considerations. Divisions should also include in the application any indirect costs including office space/furniture and technology requirements.

f. Letter of Agreement (\$2,500 and under): If a contracted effort is below the \$2,500 threshold, budget is available and there is limited risk to the County, a Letter of Agreement (LOA) may be utilized. Signature authority will be with the Division Director. Refer to the intranet for an example. Further, the LOA:

- i. May not be used for contract amounts exceeding \$2,500
- ii. May not be used for services where the vendor will have direct access to private, confidential, non-public and protected non-public data;
- iii. May only be used where the division has determined after consultation with Risk Management that the risk is minimal;
- iv. May be used for a limited duration, not in excess of one (1) year.
- v. May not be used for services for which the contractor is required to be licensed.

If the above conditions are not met, a professional services agreement should be utilized.

Examples of potential Letters of Agreement include:

- Renting conference rooms
- Guest speakers
- Renting equipment
- Sheriff's Office off duty contracts

If any language, other than as outlined in bold on the LOA, is changed than the County Attorney's Office will need to review. Assuming there are no language changes to the LOA, the County Attorney's Office does not need to review the document. However, Risk Management will need to review the LOA and associated scope of work.

A letter of agreement developed by a party other than the County must be reviewed by the County Attorney's Office and Risk Management.

3) Bidding Process/Request For Proposal

The Uniform Municipal Contract (UMC) Law governs contracts entered into by a municipality for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property. The Uniform Municipal Contract Law requirements are according to the following:

- a. Contracts over \$100,000: Sealed bids must be solicited by public notice.

- b. Contracts from \$25,000 to \$100,000: The contract may be made either upon sealed bids or by direct negotiation by obtaining two or more quotations.
- c. Contracts less than \$25,000: the contract may be made either upon quotation or in the open market.

Carver County follows the dollar requirements as established under the Uniform Municipal Contracting Law (Minnesota State Statute 471.345). Therefore, if the dollar amounts are different between this policy and the Municipal Contract Law, the amounts and requirements of the law should be followed.

[Carver County Divisions can make purchases using cooperative purchasing contracts, including state and other county contracts, if they meet the requirements established under the Uniform Municipal Contracting Law. Divisions must document these purchases and ensure that the terms of the cooperative purchasing agreement are including in the County's purchase.](#)

[Other Minnesota Counties can purchase under Carver County contracts if the bidding document and contract allows for cooperative purchasing.](#)

Carver County encourages the use of best value as outlined in the Uniform Municipal Contracting Law (Minnesota State Statute 471.345) and described in Minnesota State Statute section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c). As an alternative to the procurement method, Carver County 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. Taking into account the specifications of the request for proposals, the price and performance criteria and described in the solicitation document. Performance criteria, may include, but are not limited to: (1) the quality of the vendor's or contractor's performance on previous projects; (2) the timeliness of the vendor's or contractor's performance on previous projects; (3) the level of customer satisfaction with the vendor's or contractor's performance on previous projects; (4) the vendor's or contractor's record of performing previous projects on budget and ability to minimize cost overruns; (5) the vendor's or contractor's ability to minimize change orders; (6) the vendor's or contractor's ability to prepare appropriate project plans; (7) the vendor's or contractor's technical capacities; (8) the individual qualifications of the contractor's key personnel; or (9) the vendor's or contractor's ability to assess and minimize risks.

Please note that professional services do not fall under the UMC and therefore technically do not have to follow those requirements, however it is a good policy to follow regardless of what is purchased. If a Department has any questions about the requirements under the UMC they should contact the County Attorney's Office.

4) Develop the Contract:

Carver County has standard contract language that is preferred for all agreements. The initiating department shall develop the scope of services and include all pertinent

information and attachments. Contracts received from the vendor/provider shall be substituted using the County's format whenever possible. An insurance certificate (information regarding the type of coverage a vendor/provider carries) is required for all agreements except for select Letters of Agreements. Certificates must list Carver County as an Additional Insured in all areas including Excess Umbrella except Professional Liability and Workers Compensation. Request the insurance certificate at an early stage in the contract process to avoid delays. The standard Carver County contracts will be available either on the shared drive or on the County's intranet.

- 5) Contract Review Process:
 - a. Vendor reviews and signs contract.
 - b. Contract information is submitted into the contract review site on SharePoint.
 - c. County Attorney's Office and Risk Management review the contract. (note that Attorney does not review LOAs.
 - d. If the contract requires County Board approval, while the County Attorney's Office and Risk Management are reviewing, an RBA can be submitted.
 - f. e. Division Director or designee reviews the contract. In those rare instances that agreement cannot be reached between the County Attorney's Office and Risk Management and the vendor, the Division Director will ultimately decide the next course of action. The Division Director cannot choose to enter into an agreement that is illegal but may choose to enter into an imperfect agreement if there is a strong business case for doing so. Any negative effects of such decisions will be the responsibility of the Division Director. Final approvals are obtained per section 1. Contract Approval Authority.
 - g. Contracts are entered into OnBase.
-

B. Competitive Bidding Requirements

1) Statutory Requirements

Three statutes identify which County contracts are subject to competitive bidding:

- a. Minn. Stat. § 373.01, delineating the powers and duties of a county, including requirements for bidding on contracts for the sale, lease or conveyance of personal property over \$15,000 and real property owned by the County;
- b. Minn. Stat. § 375.21, addressing bid requirements for county contracts for work or labor, or to purchase furniture, fixtures or other property, or to construct or repair roads, bridges or buildings; and
- c. Minn. Stat. § 471.345, Uniform Municipal Contracting Law.

These statutes identify purchases or conveyances for which competitive bids must be sought, and establish the basic procedural framework for the bidding process.

2) Situations Generally Requiring Bid Solicitations

- a. If the amount of a contract is estimated to be over \$100,000, competitive bidding must be solicited for:
 - Work or labor, or to purchase furniture, fixtures or other property, or to construct or repair roads, bridges or buildings (Minn. Stat. § 375.21), or
 - The sale or purchase of supplies, materials, equipment or the rental thereof (except see 3. below), or the construction, alteration, repair or maintenance of real or personal property. (Minn. Stat. § 471.345, subd. 2)
- b. Competitive bidding must generally be solicited for the sale, lease, or conveyance of real estate owned by the county. (Minn. Stat. § 373.01, subd. 1(4)) (Exceptions noted below)
- c. Competitive bidding must be solicited for rental of equipment to be more than \$60,000. (Minn. Stat. § 471.345, subd. 5a). “Rental” includes lease, lease-purchase agreements or any other arrangement whereby actual title to the property does not automatically pass to the County upon payment of all sums due.

3) Minimum Requirement

The above are legal minimums. Competitive bids may be solicited even though not legally required; however, once competitive bids are solicited, the County must follow the bid specifications in the selection process.

4) Estimating the Contract Price

The estimated contract price is determined to be over the dollar limitations set forth above if the individual contract price to be paid or received is over the amount. In multi-year contracts the estimated contract price is determined to be over the dollar limitations set forth above if the total contract amount is over the limitations, i.e., do not divide into a per year amount.

5) Estimating the Contract Price for Emergency Contracts

A per unit cost (or per hour cost) should be negotiated with the vendor. While a not-to-exceed dollar amount is typically identified regarding contractual efforts, this is not the case in an emergency contract because the costs will vary depending on the type of event and may limit a critical service during an

emergency. The costs will be contained through the discretion of the emergency management team which includes the County Administrator.

C. Advertising Requirements

All advertising for bids must be coordinated by the Division originating the contract.

- a. Two weeks published notice in a “qualified legal newspaper” of the County must be given for the purchase of personal property or for work and labor if the amount of the contract is estimated to exceed \$100,000. Notice must state the time and place where proposals will be received. (Minn. Stat. § 375.21)
- b. Three weeks published notice in a qualified legal newspaper of the County must be given for construction or repair of roads, bridges, or buildings if the amount of the contract is estimated to exceed \$100,000. Notice must state the time and place of awarding the contract and contain a brief description of the work. (Minn. Stat. § 375.21)
- c. Three consecutive weeks published notice in the official newspaper of the county and once in a newspaper of general circulation in the area where the property is located must be given for the sale, lease, or conveyance of real estate owned by the County. Notice must state the time and place of considering the proposals, contain a legal description of any real estate and a brief description of any personal property. (Minn. Stat. § 373.01, subd. 1(4))
- d. Three consecutive weeks published notice in the official newspaper of the county and once in a newspaper of general circulation in the area where the property is located must be given for the sale of personal property the value of which is estimated to be \$15,000 or more. Notice must state the time and place of considering the proposals and contain a brief description of any personal property. (Minn. Stat. § 373.01, subd. 1(4))
- e. Published notice in a qualified legal newspaper of the County must be given for contracts for the rental of equipment if the amount of the contract is estimated to exceed \$60,000. Notice must state the time and place where proposals will be received. (Minn. Stat. § 471.345)

Publication of Request for Bids

- a. Newspaper. “Official County Newspaper” and “qualified legal newspaper” are defined by Minn. Stat. § 331A.01, subd. 8. Each year the County Board designates an official County newspaper.
- b. Successive Weeks. Publication for “successive” or “consecutive” weeks means publication on any day of a calendar week for the number of weeks specified. There must be at least five days between each weekly publication. At least the number of weeks specified for publication must lapse between the first publication and the day of the event for which publication is made (Minn. Stat. § 645.13)
- c. Timing. Unless otherwise specified by statute the last publication must occur not more than 14 days or less than 7 days before the event. (Minn. Stat. § 331A.05, subd. 2(b)) Nothing in the statutes prohibits exceeding the weeks for publication outlined above.

Emergencies

- a. Contracts for purchase or repairs may be made without advertising for bids in case of an emergency arising from the destruction or impassability of roads or bridges by floods, rain or snow, or other casualty or from the breaking or damaging of any property in the County if the public health, safety, or welfare would suffer by delay. (Minn. Stat. § 375.21)
- b. Contracts for repairs may be made without advertising for bids in case of an emergency arising from breakage, damage or decay in county property that cannot be allowed to wait for the time required to advertise for bids, if the work is authorized by a majority of the County Board of Commissioners and the action is ratified and recorded in the official proceeding of the board at its next meeting. (Minn. Stat. § 375.22)

D. Exceptions to Competitive Bidding

Contracts Awarded Other than By Bid (Exceptions to the Competitive Bidding Requirement)

- a. Contracts for the sale or purchase of supplies, materials, equipment or rental thereof or of the construction, alteration, repair or maintenance of real or personal property.
 - i. If the contract amount is estimated to be between \$25,000 and \$100,000, it may be competitively bid or handled by direct negotiation by obtaining, where possible, two or more price quotations. (Minn. Stat. § 471.345, subd. 4)

- ii. If the contract amount is estimated to be \$25,000 or less, the governing body has discretion to either base the contract award on two or more quotations, where practical, or purchase in the open marketplace. (Minn. Stat. § 471.345, subd. 5)
 - b. Contracts for the rental of equipment estimated to be \$60,000 or less may be made by direct negotiation by obtaining two or more quotations when possible. (Minn. Stat. § 471.345, subd. 5a)
 - c. Real Property. The County does not have to seek competitive bids for sale, lease or conveyance of real property owned by the County in the following circumstances (Minn. Stat. § 373.01, subd. 1(4)):
 - 1. The lease of a residence acquired for the furtherance of an approved capital improvement project.
 - 2. Leases which do not exceed \$15,000 per year.
 - 3. The County may, when acquiring real property for county highway right-of-way, exchange parcels of real property of substantially similar or equal value.
 - d. Non-Competitive/Professional. Non-competitive products do not require competitive bidding. (Minn. Stat. § 471.36) This type of contract is one where there is a single-source of supply or service contracts of a confidential, artistic, technical or professional nature where a personal relationship with the contractor is necessary. For example, the services of an architect, attorney, computer programmer, counselor, or psychiatrist would be considered to be of a professional nature and therefore would not require competitive bidding.
-

E. Insurance and Indemnification Requirements

Any and all claims that arise or may arise against the Contractor, its agents, servants or employees as a consequence of any act or omission on the part of the Contractor or its agents servants or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. The Contractor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, consequential damages, expenses, claims or action including attorney fees which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's acts, omission, performance or failure to adequately perform its obligations pursuant to this contract.

A professional services independent contractor must provide the following insurance requirements (with the exception of select LOAs):

It is understood and agreed that the County's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

- 1). Commercial General Liability Insurance Policy with minimum limits of \$1,500,000 combined single limit (CSL), with coverage pertaining to premises operations. In the event Combined Single Limits Coverage is not secured by the contractor, the following minimum limits apply:
 - \$3,000,000 Aggregate
 - \$3,000,000 Products and Completed Operations Aggregate
 - \$1,500,000 Personal Injury and Advertising Injury
 - \$1,500,000 Each Occurrence
 - \$ 100,000 Fire Damage Limit
 - \$ 5,000 Medical ExpenseThe policy should be written on an "occurrence" basis and not a "claims-made" basis.
- 2). Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,500,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, Risk Management must receive a letter from the employee stating this.
- 3). Professional Liability Insurance (when required) the following minimum limits apply:
 - \$3,000,000 Aggregate
 - \$1,500,000 per claim
- 4). Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.
- 5). Worker's Compensation Insurance.
- 6). Also include standard contract language for Indemnification and Liability.

Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the County with an original Certificate of Insurance listing the County as an "Additional Insured" in all coverage areas (including Excess Umbrella Liability or Excess Umbrella follows form language) except Worker's Compensation and Professional Liability

The County Board may approve different insurance requirements based upon the level of specific risk as established and recommended by the Risk Management Department.

F. Bonds

For contracts greater than \$75,000, a performance bond and a payment bond are required from the contractor. This requirement, with a few exceptions, applies to all contracts for “the doing of any public work.” The performance bond helps ensure that the work will be completed according to the terms of the contract. The payment bond helps ensure that subcontractors, and people who provide labor and materials, are paid.

The bonds must be equal to or greater than the contract price. If the contract price increases after the bonds are provided, bonds for the amount equal to or greater than the dollar value of remaining work should be in place.



Carver County – Administrative Policy Manual

Local Preference Procurement

SECTION:
AUTHORITY:

Contracts
Motion on 5/7/13

EFFECTIVE: 5/7/13
REVISED:

Purpose

Support Carver County businesses by giving a local preference on purchases while being responsible stewards of county funds.

Policy

Local Business Criteria

A business must meet the following criteria in order to be considered a local business to receive preference. It must:

- 1) Be located within the borders of Carver County. A post office box does not constitute being located in the County.
- 2) Employ at least 50 percent of its employees in locations in Carver County.

Solicit Local Business

Carver County will make reasonable efforts to obtain prices, bids, proposals and quotes from qualified local businesses.

Post Bid/Purchasing Specifications Online

Whenever practical and beneficial, bid/purchasing specifications should be placed on the Carver County website to allow for more awareness and competition.

Tie Price

In the event of when there is a tie bid, quote or proposal between a qualified local business and a qualified non-local business, the qualified local business will be given award preference.

Local Preference - Non Sealed Bid Procurement

Once quotes or proposals have been received, the following criteria must be met for local preference:

- 1) The lowest qualified business's price is over \$500 and under \$100,000; and
- 2) The project funding does not include any federal funds; and
- 3) There is a qualified local business who provided a price; and
- 4) The local business meets the County's requirements and can provide equal performance; and

5) The local business's price is within 10% of the lowest price.
If all five of the above criteria are met, the lowest local business may, at the discretion of the County, have the opportunity to adjust its price to match the low price.

In the event where more than one qualified local business meets the above criteria, only the lowest qualified local business will be given the opportunity to match the low price.

Local Preference – Best Value

If using the Best Value procurement method, location can be one of the selection criteria if it is beneficial to County operations (e.g. response times). The weight of location criteria will generally not exceed 10% (10 points on a 100 point evaluation scale).

Documenting Local Preference

For purchases over \$25,000, Divisions must document compliance with the local preference policy on the request for board action.

For purchases under \$25,000, Divisions must keep record of local preference policy compliance.



Carver County – Administrative Policy Manual

Tobacco Free Property

SECTION:

Facilities

EFFECTIVE: 5/7/13

AUTHORITY:

Motion 5/7/13

REVISED:

PURPOSE

Carver County is committed to creating a culture of health and wellness, and creating a work environment that supports healthy choices. This includes allowing employees and county residents to work and do business in a safe, clean, and healthy environment. The use of tobacco and exposure to second-hand smoke cause an increased risk of heart disease, peripheral vascular disease, cancers, and respiratory diseases.

The purpose of and intent of this policy is to ban the use of all tobacco products in and around all office and public spaces where the County conducts business on a regular basis.

POLICY

Beginning November 15, 2012, Carver County prohibits any and all tobacco use on Carver County Property except as identified herein and on attached exhibits.

Beginning September 2, 2015, Carver County prohibits Electronic Delivery Devices in the same manner as tobacco on Carver County Property. Electronic Delivery Devices are defined as any product containing or delivering nicotine, tobacco, or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

Property exempt from this policy includes: Employee vehicles and Carver County Parks except as described in Carver County Parks and Recreation Ordinance #72-2011.

PROCEDURES

Tobacco use is prohibited in and on all Carver County Property that conducts daily County business and includes: Areas shown on attached maps of the Carver County Government Center including Carver County Jail, Public Works Outbuildings and Headquarters, First Street Center, Encore and the Environmental Center, and the Carver

County License Centers in Chaska and Chanhassen, and the Carver County Historical Society/Veterans Building property.

Tobacco use is prohibited in Carver County-owned vehicles and equipment.

The Tobacco Free Property Policy applies to all persons.

Employees are prohibited from using tobacco during the performance of job duties when they are located on Carver County Property; when they are in a Carver County vehicle; or when a county client is present, regardless of the location.

Enforcement of this policy is a shared responsibility of all. Employees are expected to assist in communicating the policy to those who are not in compliance. Continued non-compliance can be brought to a manager or supervisor. Any employee found to have violated this policy may be subject to disciplinary action.

County managers and supervisors are responsible for investigating any reported violation of this policy and taking prompt and appropriate disciplinary action as they would for any policy violation.

Members of the general public violating this policy will be informed that tobacco use is prohibited except in designated areas, and will be asked to move to those areas. Law enforcement may charge repeat violators of this policy with a petty misdemeanor. MN. Statute § 609.681 Unlawful Smoking: A person is guilty of a petty misdemeanor if the person intentionally smokes in a building or area in which “no smoking” notices have been prominently posted, or when requested not to smoke.

Signage will be installed identifying “Tobacco-Free areas” of Carver County Property. The Carver County website will also reflect the Tobacco-Free policy. Smoking product receptacles will be removed from Carver County Property except in designated areas. New employees will be notified of this policy upon hire and during new employee orientation.

The County has and will continue to offer tobacco cessation resources for employees. Brochures stating the policy and listing cessation resources will be available at all information desks and on the County’s website for the general public. Access to additional cessation resources will be available free of charge to County employees. Carver County employees will not congregate or loiter on public sidewalks in front of private residences that are adjacent to county-owned property. Employees and visitors will not litter in areas where tobacco is used.



Carver County – Financial Policy Manual

Claims

SECTION: Accounting
AUTHORITY: Res. 17-08

EFFECTIVE: 3/3/08
REVISED:

Purpose

To provide a consistent, accountable and efficient way to process claims.

Policy

Elected or appointed Division Directors, or their designees with appropriate separation of duties, shall validate pertinent claims against the County. At a minimum, validation shall include:

1. Reviewing payment documents for accuracy.
2. Confirming quantities and prices are consistent with order. Inconsistencies shall be resolved.
3. Ensuring sufficient documentation exists to identify the claim.
 - a. Provide description of purchase if not clearly presented by claimant.
 - b. Employee expense reimbursement should include:
 - Receipts
 - Public purpose of expenditure (required for reimbursement of meals)
 - Travel/Training forms (when applicable)
4. Providing correct General Ledger Account Coding
5. Providing an original authorized signature

The Financial Services Division shall maintain a record of authorized original signatures.

The Financial Services Division shall validate and process payments of invoices and claims against the County as authorized by the appropriate Division Director, or authorized designee.

The Financial Services Division shall conduct regular and frequent accounts payable audits.

The Financial Services Division shall present a list of vendor claims to the County Board at each regular Board meeting.

Payments to vendors shall be made according to M.S. 471.425, contract, or special authorization.

- A. In accordance with M.S. 471.425 (Subd. 2), a municipality must pay each vendor obligation according to the terms of the contract or, if no contract terms apply, within the Standard Payment period unless the municipality in good faith disputes the obligation. Standard Payment period is defined as within 35 days of the date goods or services are received.
- B. Vendors who offer discounts for early payment shall be paid within the discount terms whenever possible.
- C. Vendors who have contracts with Carver County shall be paid in accordance with the contract terms.
- D. Payments for utilities (including telephone and pagers), may be paid within the vendors terms to avoid service fees and billing complications.
- E. Early release of payment may be authorized on an individual basis as follows:
 - 1. For payments of \$10,000 and greater: An early release of payment written request may be completed by the vendor, or by the Division based on a vendor's request. This requires authorization from the County Board Chair and the Financial Services Division Director.
 - 2. For payments under \$10,000: The Financial Services Division may release payments early based on special written or verbal request made by the vendor and approved by the Division Director. Standard payment terms printed on invoices (i.e.: Net 10), will not be considered as a special request.

Payment of interest on late payments will be made:

- A. In accordance with M.S. 471.425 (Subd. 4), interest must be calculated and paid to vendors who do not receive payment within the Standard Payment period (see 3.a.), or within terms of contract.
 - 1. The rate of interest shall be 1-1/2 percent per month or part of a month.
 - 2. No interest penalty is due if payment is delayed due to a good faith dispute with the vendor regarding the fitness of the product or service, contract compliance, or any defect, error or omission.
- B. The minimum interest payment for obligations of \$100 or more is \$10. For unpaid balances of less than \$100, the actual interest penalty shall be calculated. Departments shall notify the Financial Services Division when submitting overdue obligations for payment, which were not delayed due to a good faith dispute, so that interest penalties may be calculated and included with the payment.

The Financial Services Division shall be authorized to electronically transfer funds to satisfy claims against the County, when the option is available, and when economically beneficial or required. See additional requirements in the Electronic Payment Process Policy.

Checks will not be identified as “Commissioner Warrants” or “Auditor Warrants.”

The Board Chair, County Administrator or Financial Services Division Director shall electronically sign county checks. Two of the aforementioned positions need to sign a check.

The Financial Services Division shall print authorized checks and process them through an electronic check signing system under its control.

The Financial Services Division shall mail checks in a timely manner.

- A. Payment and Remittance Advice will be mailed by the Financial Services Division.
- B. Departments may request to have checks held and returned through the Financial Services Division.

The Financial Services Division shall conduct monthly check reconciliation.

The County Administrator has the authority to approve the Commissioner Claims, the Social Services client claims and the Social Service vendor claims for client services for the weeks the County Board does not meet. The Board will formally consider these claims at a following Board meeting.

The purchase of an individual item over \$25,000 requires County Board approval. This policy is item-specific, not claim-specific. For example, the purchase of three items, each costing \$10,000 for a total of \$30,000, does not require Board approval. However, the purchase of one item costing \$30,000 does require Board approval. An exemption to this policy requiring board approval is reoccurring purchases which may be approved by the County Administrator at his/her discretion. An example of a reoccurring purchase would be Public Works purchasing a tanker full of gasoline once per quarter.

Per the Attorney General's Office and State Auditor's Statement of Position, Carver County will not pay dues to a local Chamber of Commerce or similar organization.



Carver County – Administrative Policy Manual

E-Signature

**SECTION:
AUTHORITY:**

**EFFECTIVE:
REVISED:**

PURPOSE

This policy provides direction for the use of Electronic Signatures (a.k.a. e-signature) to replace the use of a written signature in some Carver County business activities. Whether in ink or electronic format, a signature must fulfill the same function: authenticate the identity of the signer and the document.

POLICY

- Electronic Signature is a broad umbrella term, which, in Carver County, includes:
- Typed email signature
 - Digital signature
 - JPG or a graphic signature, also known as *Digitized Signature*: actual signature converted to electronic image
 - Task button such as “approved” or “rejected”
 - “Click wrap/Click through”: the use of acceptance by clicking on a button or hyperlink
 - An example of this is the “click through” option used on many web sites. To order a product, for example, a web user has to “click through” a page or form that indicates approval of the conditions for sale. The system makes it impossible to transact any business without first establishing that agreement. It is impossible to move from “A” to “C” without going through “B”, with “B” serving as the equivalent of a signature.
 - “Click to Agree”: This is commonly used when working on the internet. At the end of document, the user clicks a button that says “I Accept.” By clicking the “I Accept” button, the user has done the legal equivalent of signing the user’s name at the bottom of a paper document.

To be approved, the Electronic Signature method must comply with all applicable state and federal laws, and specify the form of the Electronic Signature, the systems and

procedures used with the Electronic Signature, and the significance of the use of the Electronic Signature.

The technology or technologies selected by Carver County for the use of Electronic Signatures may change over time.

To be considered legally binding, the Electronic Signatures used on documents and for transactions must meet, at minimum, the following basic requirements:

- Authenticity – the signature can be authorized by a secure process
- Integrity – any tampering during transmission can be detected
- Privacy – the signature cannot be accessed by unauthorized sources
- Enforceability – the signature must be verifiable by all parties
- Non-refutability – the signature cannot be denied or disavowed.

NEW POLICY



Carver County – Administrative Policy Manual

Meals and Refreshments at Meetings and Functions

**SECTION:
AUTHORITY:**

**EFFECTIVE:
REVISED:**

PURPOSE

The purpose of this policy is to provide guidance on appropriate food and refreshments at meetings and functions. This policy does not apply to reimbursement of individual County employees – see employee reimbursement policy.

POLICY

Meals and refreshments may be considered necessary for the accomplishment of official County business in the following situations:

- Public meetings or celebrations;
- Formal employee or volunteer training or recognition events;
- Events where registration fees are charged;
- Meetings or required work that can be held only at a time and location at which employees have inadequate ability to take a regular mealtime break; and
- Other events approved by the County Administrator.

When the County provides food at meetings and functions, refreshments -- not meals -- are the norm.

Meals are defined as food and beverages served during normal breakfast, lunch, or dinner hours. Examples of appropriate food are boxed sandwich lunches and pizza.

Refreshments include such beverages as coffee, tea, water, juice, and soda and such food as fruit, vegetables, pastries, cookies, cake, and candy.

The County shall not provide or reimburse alcohol at or for any event.

Holiday parties and social gatherings are not eligible expenses.

Any meals and refreshments purchased under this policy must receive prior approval by the Division Director and County Administrator.

When submitting the financial claim for approval and payment, include the meeting agenda, list of attendees, and prior approval documentation from the Division Director and County Administrator.



Carver County – Administration Policy Manual Telework Policy

SECTION:

EFFECTIVE:

AUTHORITY:

REVISED:

I. Purpose

This policy governs the practice of working from an alternative location for 60% or more of the standard work week. Teleworking is a business management strategy that, when reasonable and practical, and does not adversely affect other operational needs of the organization, can have a positive effect on productivity, transportation, business costs, recruitment and retention. The County desires an efficient administrative process. To that end, the County developed this county-wide policy and procedure on teleworking

Goals:

- Save space and business costs
- Improve customer service
- Increase productivity
- Attract and retain critical employee talent

II. Scope

This policy applies, but is not limited, to full-time elected officials and employees at Carver County who are using the County’s Information Technology Services for mobile communications.

III. Definitions

- A. **Telework:** Telework means “working at a distance.” Telework is defined as working at home or at other off-site locations linked electronically to Carver’s central office or principal place of employment. Teleworking is a cooperative arrangement between Carver County and the employee, based upon the needs of the job, work group, and Carver County. This policy does not apply to situations when a supervisor occasionally allows an employee to work from home or an alternate location on a temporary, irregular basis.
- B. **Teleworker:** A Teleworker is a Carver County employee in good standing who works 60% of the standard workweek at an alternative work site, on a regularly scheduled basis, rather than at a dedicated and assigned office space at a Carver County owned or leased office, per a Telework Agreement.
- C. **VDI:** Virtual Desktop Infrastructure. Carver County implemented the VMWare Horizon (VDI) application to allow users to connect to Carver County systems and open a desktop presenting him/her with working applications. The Horizon application is free to load onto mobile devices, laptops, PC’s and Apple products. The term “VDI” does not include the actual hardware or communications used in this process.
- D. **Telework is not:**
- A viable work arrangement for all positions or well-suited to all employees.
 - A substitute arrangement for dependent care (child, adult and/or elder) or an accommodation of personal, business, or other non-County endeavors.
 - Considered a contract or guarantee of continued employment.

IV. Telework Principles, Roles, Authorities

Teleworking is a cooperative arrangement among the employee, the supervisor, and the Information Technology Department. It is not a basic right or privilege of every employee. A teleworking arrangement is based on, and responsive to:

- The needs of the job, the department, and the organization, and
- The employee's past and present level of performance

Teleworking is a management tool allowing for flexibility in work options. It does not change the basic terms and conditions of employment. The teleworker's salary, job responsibilities, and county benefits do not change as a result of teleworking. Teleworking must not result in additional work for office staff members who are not teleworking.

Supervisors and teleworkers will review each teleworking arrangement for continued mutual benefit at regular intervals. It is recommended that this review occur during the annual performance review. A signed written agreement will confirm employee and supervisor commitment to the arrangement. Teleworking is voluntary and may be terminated at any time with notice from either the organization or the employee. The department head may choose to leave the teleworker's on-site office "as is" or assign the teleworker alternative space within the department. Such space may be shared with another employee(s).

The IT Director may exercise her/his authority to terminate the teleworking arrangement in the event that significant and ongoing challenges arise. Her/his decision may be appealed to the Assistant Administrator.

- A. *Maintaining the Culture of the Organization:* The feeling of isolation is one of the major complaints of teleworkers. To help alleviate this problem, teleworkers must be included in regular meetings, planning sessions, training, and educational activities whenever possible. Regular and significant communication with the office (supervisors and co-workers) will maintain continuity with the tempo and goals of the County and department. Frequent formal and informal communication by the teleworker will increase the networking and information exchanges critical to developing a secure teleworking arrangement. Fear of missed opportunities through lack of communication can undermine a teleworking arrangement.

Supervisors are responsible for establishing methods of keeping their respective teleworkers included in office communications. It is important that the supervisor support this activity to maintain a high level of communication and morale as well as the County culture.

V. Equipment and Communications

Teleworking employees are responsible for providing an internet connection at their own expense. The speed of the connection must meet minimum standards recommended by the Carver County IT Department based on the particular applications required by the employee to complete the functions of their jobs. Some applications may require an internet speed that cannot reasonably be provided in a home office environment, in which case the functions of that employee's job may not be suitable for teleworking.

- A. *Communication Lines:* The County will provide voice communications for a teleworker's remote office. Options will be explored based on individual needs identified through discussion and agreement with the supervisor, employee, and IT Department. Communications will be provided in the most efficient and cost effective manner, which may include a cellular phone or other VoIP technology.
- B. *Hardware:* Teleworkers will have appropriate hardware to do their jobs provided by the County. It may be installed at the office or at their home, depending on a number of factors, some of which may include the number of days or daily commuting and/or job functions.

Basic technology, such as a thin client, desktop, laptop, full size keyboard, and mouse will be provided to an employee working off-site. In addition, the County may provide a printer and/or fax based on an individual's job needs. Additional equipment may be provided as approved by the employee's department head and the IT Infrastructure Manager.

When County equipment is provided to the employee, the employee is responsible for seeing that the equipment is properly used. Any loss or damage to the equipment must be reported immediately to the employee's supervisor. No storage of personal data is allowed on County hard disk drives or equivalent storage devices.

When online storage is not possible, flash drives (provided by the County) may be used for transporting electronic files. If files contain client data or private information, a password protected flash drive must be used.

Employees must at all times adhere to the Carver County Security and Acceptable Use policy. No gambling or illegal uses are allowed, even if no storage is necessary. No activities for personal monetary or bartered profit or other organizations are allowed. No activities are allowed that may harm the equipment. Keep food and beverages as well as any magnetic devices away from the computer at all times. Smoking needs to be limited to outside of the computer area.

- C. *Software:* The County will provide required application software for the County-owned system. All upgrades made to on-site communication systems will be incorporated into the teleworker's systems within a two-week period to ensure compatibility and consistency in products. This may require that employees bring their computers to Carver County offices.

County-purchased software shall not be duplicated for personal use by the employee.

The County will maintain a record of County-owned software, hardware, and other property located in the alternate work location.

To avoid legal and 'computer virus' issues, no software or non-County related activities may be run on County equipment if it has not been approved by IT personnel. The IT staff will supply anti-virus software and instructions to all teleworkers using County-owned computers.

- D. *Copyright/Intellectual Property:* Use of software, data, and supplies provided by the County at the remote site is limited to authorized personnel and for purposes related only to business for the County. All software, written documents and other materials designed or developed by the employee (regardless of whether on the County website or not) are to be considered the property of the County.
- E. *Downtime:* The teleworker should inform his/her supervisor of equipment failure immediately. The supervisor may ask the employee to come in to a County office and continue working or be reassigned other duties until necessary repairs are made. Repeated instances of equipment failure may be cause for review of the teleworking arrangement.
- F. *Use of County Equipment for Non-Work Related Activity:* To reduce maintenance and security risks to stored data, the use of County-owned equipment and software by family members and associates is strictly prohibited.

Any equipment provided by the County is for use by authorized personnel only and is for purposes related to County business only.

Employee-owned equipment should be cared for and regularly maintained to reduce the possibility of equipment failure. It is the employee's responsibility to provide and pay for self-owned equipment maintenance and repair.

- G. *Data Security:* Teleworking is not exclusive of the Carver County Security and Acceptable Use Policy. That is, all requirements of that policy must be met regardless of where an employee's work is performed.

Client-related data should be accessed only on County-owned equipment and stored on the network rather than the local hard drive. Hard drives will be encrypted as another measure to assure data security. Teleworking employees must be aware of all HIPAA regulations and ensure compliance with client confidentiality regulations and policies as applicable.

The teleworker and supervisor should discuss the type and form of data proposed to be taken to and from the alternate work site and agree on the security and transfer process necessary to meet the needs of their department. Client case files shall not be removed from the employee's main office. Teleworkers must provide reasonable security for the data and information they carry to and from their office site. Such simple measures as using password protected flash drives or removing disks and documents that contain sensitive data and placing them in secure storage may prevent a major and potentially costly security breach or loss of information to the County.

Employees will take all precautions necessary to secure proprietary information and prevent unauthorized access to any county system or data from their home, including lockable file cabinets, drawers, lockable briefcases, and diskette boxes. The laptop as well as case files shall be transported in a locked case. Staff may take case records home only as approved by their supervisor. Transportation of case files may also be accomplished through imaging as approved by the department head.

Client/case information cannot be destroyed at the home office but must be returned to the County location for disposal.

- H. *Mail:* Depending on the number of days per week of teleworking, mail options will be discussed and decisions made based on agreement between the supervisor and employee.
- I. *Technical Support & Training:* The teleworker is expected to keep a clean and orderly work area. Maintenance of all employee-owned equipment is exclusively the responsibility of the teleworker. When equipment fails, the employee must notify his/her supervisor and make a joint decision about what tasks to work on and whether the employee should work on-site until the equipment is repaired.

The teleworker is responsible for all wear and damage to personal property resulting from the use of the home office. This includes normal wear on home furnishings, any damage resulting from the installation of telephone lines or cable connections, and any accidental damage stemming from the failure of County equipment.

The County will bear responsibility for repairing or replacing County-owned equipment in a timely manner. Service calls or repairs are to be handled in the same manner as on-site staff members. Teleworkers should report any problems to the IT Help Desk directly. Should IT phone support be unable to handle the problem, the teleworking employee will be responsible for bringing the equipment to the Chaska office site for repair or replacement. Under no circumstances will an Information Technology employee from Carver County work on equipment within the teleworker's home. If troubleshooting through other methods is unsuccessful, the teleworker must bring the problem equipment to the IT Department.

The County's expectations are that teleworkers are technically savvy enough to troubleshoot simple problems and, if necessary, work through issues with IT. Staff members must understand basic installation and may need to attend a training course offered through the IT Department. Teleworkers may request additional training and the respective supervisors can also require additional training if they believe it necessary for the overall productivity of the staff.

VI. Alternative Work Area:

- A. *Certification of Designated Work Space:* The teleworker is responsible for establishing and maintaining adequate work space at the remote location. The work space must accommodate equipment needed for work while teleworking. This space should be maintained in a safe condition, free from hazards and other dangers to the employee and to County property. On-site inspections may be conducted by the teleworker's respective Supervisor to determine the degree to which all criteria have been met to fully integrate the work space into an extension of the County. Inspections will be coordinated with the teleworker.

Furnishings/Ergonomics: The employee is responsible for all costs of maintaining a home office including: electricity, heating, property taxes, insurance, high-speed internet connection, and all other costs relating to the use of a home office, including such items as office furnishings. Carver County will provide computer hardware and software necessary to the teleworking arrangement. Training for proper ergonomics in the work place is required and provided during the telework application process.

- B. *Supplies/Inventory Management/Expenses:* The County will supply the employee with the necessary office supplies using normal office supply procurement procedures. Employees may not purchase supplies independently and seek reimbursement unless authorized previously by their supervisor. Any teleworking expenses not specifically covered in this policy will be addressed on a case-by-case basis between the employee and supervisor in consultation with the IT Department.

An employee may work from his/her home or another alternate work site that has been approved by the employer. Mileage to or from the employee's assigned office or home shall be considered commuting mileage and not subject to reimbursement.

The teleworker agrees that all County-owned property will be returned to the County at the County's request.

- C. *Home Visits:* No County or work-related meetings shall be held at the teleworking site.
- D. *Family Interaction:* Teleworking is not a substitute for dependent care. Teleworkers who work at home shall manage dependent care and personal responsibilities in a way that allows them to meet job responsibilities successfully.

Employees will be expected to conduct their personal and family affairs in a manner that does not compromise their responsibilities to their clients and the County. The County respects the diversity of its employees and their commitments as evidenced by our teleworking program. The County fully expects the teleworker to show equal respect to those employees who remain in the office.

- E. *Taxes and Liability:* An individual's tax implications related to the home work space shall be the responsibility of the teleworker. The County advises employees to consult a tax expert on this question.

An employee remains liable for injuries to third persons and/or members of the employee's family on the employee's premises, including the employee's remote work space.

An employee is covered by the County's Worker's Compensation laws while in teleworking status. Any work injury that occurs must be reported to the supervisor immediately, using the County's standard injury reporting process. The employee's home is considered a work site only during scheduled working hours for purposes of worker's compensation.

The County does not assume any liability for loss, damage, or wear of employee-owned equipment, furniture, and related items. The teleworker is responsible for insuring employee-owned equipment. The County is responsible for insuring County-owned equipment. The teleworker has the same responsibility for taking appropriate steps to minimize damage to County-owned property at the home site as at the County office site.

VII. Schedules

- A. *Work Schedule*: The supervisor and employee will determine the work schedule (including such items as normal work day hours and/or core hours) of the teleworker. The expectation of this program will be that the number of days per week/pay period an employee will be permitted to telework will be determined between the supervisor and the employee. A teleworking employee will work the same number of hours per week as one working in the office.

Unless other arrangements are made, the teleworker will be expected to attend all assigned office meetings related to the performance of their job, including those normally held on a teleworking day. The teleworker will also be responsible to perform other duties as assigned that may require reporting to the office (*i.e.*, performing back-up intake responsibilities). Travel to and from the assigned office shall not be considered compensable hours.

Teleworkers must notify their office if they leave their teleworking location during established core hours.

Work hours, overtime compensation, sick time, and vacation schedules will conform to County policy, applicable union contract, and terms otherwise agreed upon by employee and supervisor. If a teleworker is sick while working from home, the teleworker must report those hours worked and use sick leave, vacation leave, or compensated time for hours not worked.

VIII. Violations

The County and its individual department managers and supervisors reserve the right to treat the misuse of these resources as employment offenses and to take appropriate disciplinary action in accordance with County policies and procedures.



Carver County – Personnel Policy Manual

**A WORKPLACE ACCIDENT AND INJURY REDUCTION
(AWAIR) PROGRAM**

SECTION: Safety & Emergency Management **EFFECTIVE:** 3/3/08
AUTHORITY: Res. 18-08 **REVISED:**

Purpose

Carver County is committed to providing a safe workplace for employees and protecting its workers from risk of injury or illness on the job-, and also to control unnecessary costs associated with work-related injuries and illnesses.

Policy

Employee Relations Division ~~Personnel Services and Risk Management staff shall~~, in consultation with the ~~other operating~~ divisions, offices and departments, shall establish, maintain and implement programs, standards, training and procedures to ensure compliance with the Occupational Safety and Health Administration (OSHA) and to maximize employee safety ~~on the job~~ and minimize the risk of injury or illness on the job.

Safety orientation for new and transferred employees, timely and appropriate training on the use of the ~~E~~mergency ~~P~~rocedures ~~G~~uide, emergency response system, an active self-inspection program, proper mechanical guards, personal protective equipment, and identification of potential hazards as indicated in the Job Description are among the tools used to reduce workplace hazards.

The AWAIR program and policy will be reviewed and updated as needed on an annual basis by the ~~Risk & Emergency Management Department~~Employee Relations Division and the Carver County Safety Committee.

AWAIR PROGRAM

In accordance with Minnesota OSHA Standard 182.653, sub.8, Carver County has established an AWAIR program with an ultimate goal of eliminating workplace injuries (A Workplace Accident and Injury Reduction Program).

Safety Mission Statement

Safety: “The condition of being safe; Freedom from danger, risk, or injury”

In keeping with the definition of safety, Carver County recognizes the need to develop and implement a program that not only educates employees and controls risk associated with our unique setting, but also controls unnecessary cost associated with work related injuries and illnesses.

Procedures developed are “proactive” rather than “reactive” in preventing workplace accidents and injuries.

Each employee has a place in the County’s accident prevention program and is expected to cooperate fully in all measures to control and prevent losses.

The personal safety and health of each County employee is of primary importance. Carver County provides training on equipment used by employees; employees participate in training and use the knowledge gained from training when using equipment.

The goals and objectives of the County’s AWAIR program/policies are as follows:

Goals and Objectives

Goal 1: All employees cooperate to reduce the frequency and severity of accidents, injuries, and illnesses; safety is a vital part of every County position to effectively maintain the highest possible service with the lowest possible injury rate.

Objectives:

1. All employee safety issues are addressed in a timely manner. Hazards that pose imminent danger or serious physical injury are addressed first, as soon as possible; other hazards are addressed within an appropriate time frame.
2. The Safety Committee performs inspections and submits the results to management. Corrective action is taken on those items that can be immediately remedied, and long-term solutions are sought; results are sent back to the committee.
3. All accidents and near-miss events are investigated; corrective action is taken to prevent a recurrence.

Goal 2: Establish a culture that is committed to workplace safety and health.

Objectives:

Safety Committee meetings are conducted every other month; Safety Audits are generally conducted the month when there is no meeting. Meetings and Audits focus on specific workplace safety and health issues, to build overall employee awareness.

1. All employees are educated about safe work practices and all safety rules are enforced throughout the County.

2. All employees understand that they are personally part of the safety program and are responsible for their safety and the safety of their co-workers.
3. The Safety Committee in conjunction with the Wellness Team will plan and conduct a Health & Safety Fair for Carver County employees bi-annually or as able.

Procedure

~~The immediate supervisor of the employee instructs the employee in job safety and health requirements. In some departments, a field training officer may be used in conjunction with the immediate supervisor. The New Employee Orientation program includes an overview of the County's AWAIR program, but the job specific training in this area is most important.~~

~~A Safety Checklist is also available in Employee Relations. It lists the components for a good workplace safety orientation. The checklist is intended to be completed by initialing each item as it is covered, signing the form and returning it to Employee Relations for placement in the employee's personnel file.~~

Responsibilities

Management/Division Directors

Management provides the direction and resources to build and maintain a successful safety program. Reducing employee accidents, injuries and illnesses is accomplished by maintaining safe and healthful working conditions.

Management also:

- Supports integration of safety program and practices.
- Is involved with the Safety Committee.
- Supports the Safety Program on all levels.
- Provides training, supplies, equipment, and resources.
- Conducts internal Division Safety checks/inspections.
- Meets governing safety standards and regulations.
- Conducts Division / Department safety meetings to review incidents/accidents and evaluate progress and effectiveness of the Safety Programs.
- Ensures availability of necessary personal protective equipment, job safety materials, and first aid materials.
- Sets a safety example.

Supervisors/Managers

Supervisors/Managers are the frontline observation, communication, and prevention for the safety programs.

Supervisors/Managers also:

- Initiate, conduct, and document employee training.
- Make continuous safety contacts with employees.
- Correct unsafe acts and conditions and initiate corrective actions as needed.

- Initiate Incident/Accident and “Near Miss” reports and ensure reports are complete and investigated and submitted to Risk Manager.
- Communicate and enforce safety rules.
- Coordinate department safety inspections/hazard analysis of work area.
- Expect safe work practices and maintenance of tools and equipment.
- Encourage and act on safety concerns.
- Document and submit safety improvement recommendations.
- Set a safety example.

Employees

Employees follow all safety practices and participate in the growth and maintenance of safety programs.

Employees also:

- Adhere to all safety policies and programs.
- Communicate safety issues and participate in their investigation.
- Participate and help manage the development and enhancement of safety programs.
- Report all injuries/illnesses/accidents utilizing the County Incident/Injury/Accident Report form.
- Maintain good housekeeping practices and avoid having obstacles which could cause slips, trips or falls; alert supervisor of unsafe conditions / hazards /acts.
- Use or maintain machines and equipment only if properly trained and authorized by supervisor. Operate all equipment as instructed; assure all machine guarding and safety devices are in place before using. Refer questions to supervisor.
- Inspect tools, equipment, materials and work area before use. Report unsafe conditions to supervisor.
- Wear appropriate personal protective equipment (PPE) to protect themselves (i.e. protect feet, eyes, hands, head, and body by using the protective equipment provided and maintaining it in proper condition).
- Use safe techniques when lifting; keep objects close to center of gravity, keep back straight, avoid twisting of trunk and use legs.
- Use appropriate body mechanics when working in a sitting position, assure chair is correct height and back rest is positioned to give low back support; head, shoulder, and hips should be in alignment. While keying, wrists should be straight, (flat, with hands, wrists and forearms parallel to the floor).
- Adhere to “no smoking” areas.
- Know where fire exits, fire extinguishers and emergency procedures manuals are located. Follow appropriate procedures.
- Avoid horseplay, scuffling and other acts which may endanger the safety and well-being of self and others.
- Mentor new employees in safe work practices.
- Set a safety example.

Employee Relations (ER)

ER coordinates training, and monitors safety performance of all locations.

ER also:

- Develops programs of safety integration throughout the County.
- Coordinates safety training.
- Conducts Safety Committee meetings.
- Conducts Safety Audits.
- Conducts accident investigations.
- Makes safety improvement recommendations.
- Maintains all related record keeping.
- Encourages compliance with safety regulations and standards.
- Communicates safety issues, performance, and progress to management.
- Sets a safety example.

Safety Committee

The purpose of the Safety Committee is to assist in the detection and elimination of unsafe conditions and work procedures by identification, documentation and recommendation.

In addition:

- Employees select fellow workers from each area to represent them on the Safety Committee.
- The Safety Committee meets every other month, and generally conducts safety audits the non-meeting months.
- The Safety Committee reviews incident/injury/accident report information, identifies hazards, and addresses safety concerns raised by employees.
- Safety concerns are handled by first contacting the department supervisor to determine if the concern is valid. Then, as necessary and appropriate, concerns are brought to the attention of ER and the Safety Committee.
- The Safety Committee sets a safety example.

Employee Responsibilities

Employees are responsible for upholding the following standards:

- ~~1. Observe organization safety and health rules and apply the principles of accident prevention in day to day activities.~~
- ~~2. Avoid horseplay and fooling around on the job, understanding that distracting another employee could cause injury.~~
- ~~3. Obey warning signs (i.e., "no smoking" signs).~~
- ~~4. Read the safety information that is sent via e mail or posted to help prevent accidents and or injuries.~~
- ~~5. Never report to work under the influence of a controlled substance. Never consume, purchase or possess alcohol or controlled substances while on the County premises.~~
- ~~6. Report sickness or injury, no matter how slight to the supervisor for First Aid.~~

- ~~7. Report all Incidents that are out of the ordinary. (i.e. slip/fall, medical situations of client/customer, vehicle incidents, etc.)~~
- ~~8. Ask for help when lifting or pushing heavy objects. Use good body mechanics to lift objects correctly to avoid strains: bend your knees; keep your body erect; then push up with your legs. Consult a supervisor if training on lifting is necessary.~~
- ~~9. If you see someone working carelessly and liable to be hurt, warn and advise him/her to work carefully.~~
- ~~10. Do not wear gloves when operating machinery unless their use has been approved by a supervisor.~~
- ~~11. Never wear frayed, torn or loose clothing, jewelry, or long unrestrained hair near moving machinery.~~
- ~~12. Do not climb or use a ladder unless indicated in your Job Description. Before using a ladder, make sure it has good safety feet and is free from cracks, broken rungs, or other defects. Always consider safety factors when using ladders.~~
- ~~13. Do not use makeshift or defective scaffolding, rigging or stages.~~
- ~~14. Do not tamper with electrical circuits or switches, unless you are an electrician.~~
- ~~15. Shut down your machine before cleaning, adjusting, or repairing. Lock and tag the machine.~~
- ~~16. Do not oil machines while they are in motion except where points of oiling are so located or guarded that you are not subject to contact with moving parts.~~
- ~~17. Inspect tools prior to using to assure the tool is in good working condition. Never use defective tools including, but not limited to: chisels, sledgehammers, punches, wrenches or other tools. Flying fragments and chips from defective tools with mushroomed or split heads can cause many types of injuries. Exchange or see that the defective tools are repaired.~~
- ~~18. Operate only the equipment for which you are trained and authorized to use. Observe safe operating procedures for the equipment.~~
- ~~19. You are provided with personal protective equipment pertinent to your job functions and you are expected to wear it when the situation warrants.~~
- ~~20. Safety guards and devices are for your protection. Never operate machinery unless all safety provisions and guards provided are in place. Guards must never be removed except when necessary to make adjustments or repairs and they should be replaced immediately upon completion of work. If a safeguard is not in its proper position, report this at once to your supervisor and complete the Incident Report form.~~
- ~~21. When working where there are heavy fumes and/or dust, or risk of infectious exposure you are expected to wear the facemasks provided for your protection and provide for proper ventilation.~~
- ~~22. Wear appropriate personal protective equipment (PPE) to protect your body. (i.e. protect your feet and head by keeping your shoes and hardhat (especially the soles of the shoes and liner of the hard hat) in good shape.~~

- ~~23. Keep your work area and the floor around you clean, free from clutter, trip hazards, and puddles of fluids. Clean up broken glass by using a broom and dust pan or tongs; do not pick up broken glass with hands. Clean up liquid spills to prevent slips and falls. Contact Facilities Services to report a liquid spill that may be a hazardous.~~
- ~~24. Keep fire doors clear at all times.~~
- ~~25. Learn the location and proper use of emergency equipment including fire extinguishers, automatic defibrillators and first aid kits; safety exits and evacuation procedures.~~
- ~~26. If you do not know the safe procedure, stop and find out.~~
- ~~27. Actively support and participate in the County's efforts to provide a workplace accident, incident, and injury reduction program.~~

Division Director, Manager & Supervisor Responsibilities

- ~~1. Provide leadership in upholding and following standards for all employees.~~
- ~~2. Observe organizational safety and health rules and provide corrective action where needed to eliminate a safety or health problem.~~
- ~~3. Conduct New Employee safety orientation for specific department and job areas.~~
- ~~4. Provide instruction to employees in health and safety requirements for the department and specific job area. This may include delivery or coordination of specific safety and health training for department specific areas.~~
- ~~5. Assist employees in completing necessary report forms relating to an incident.~~
- ~~6.1. Provide the appropriate investigation and follow up to incident reports. This action includes evaluation, analysis, investigation and follow up.~~

Methods to identify analyze and control hazards

The Safety Program encourages procedures to be “proactive” rather than “reactive” in preventing workplace injuries and accidents.

- Employees communicate safety hazards through supervisors, management, and Safety Committee members.
- Safety observations are conducted on new or added equipment.
- Safety Committee members conduct department inspections and document appropriately.
- Supervisors and managers conduct daily observations.

Employee education and communication

Safety education through communication

Examples:

- New employee orientation.

Comment [KP1]: All of the changes were recommended and approved by MCIT (MN Counties Intergovernmental Trust) and the Safety Committee.

- Safety Committee meetings.
- Ongoing employee training and education.
- Newsletters.
- Bulletin boards.
- Safety Communications /Intranet postings.
- Material safety data sheets, container labels, and warning labels are understood and followed.
- “Right to Know” meetings are conducted as required by OSHA or other regulatory agencies.

Workplace accident investigation and corrective action implementation

Accident investigations lead to corrective action for future prevention

- All injuries, incidents, accidents, and “near misses” are reported, documented, and investigated.
- All recordable injuries are documented in the OSHA 300 log.
- All investigations result in recommendations for prevention and/or corrections.
- Corrections and preventive measures will be completed and documented by supervisors, managers, and ER staff.
- If corrective action involved employee behavior, employee is instructed or trained, and this is documented.

Enforcement of safe work practices and rules

Safe work practices are a tool of prevention and a condition of employment

- County rules and safety programs are established, distributed, and reviewed.
- All employees follow County rules and safety programs.
- Management addresses any unsafe acts through instruction, correction, documentation and consequences.
- Violations of safe work practices may lead to discipline, up to and including termination of employment. See Personnel Policy Manual.

PROCEDURES

Orientation

The New Employee Orientation program includes an overview of the County’s **AWAIR** program and includes general safety elements. But the job-specific training provided by Divisions / Departments in Safety and Health is most important. The immediate Supervisor of the employee, or his/her designee, initially instructs the employee in job safety and health requirements when they commence their employment with Carver County. The instruction should include components of a good workplace safety orientation including personal protective equipment and training needed, how to report an accident or hazard, the location of first aid supplies and equipment, and the Emergency Procedures Guide.

Reporting Accidents, Hazards and Incidents

Accidents

Employees are required to report an accident or injury and encouraged to report any safety or health concerns by using the Incident/Injury/Accident Report Form located on SharePoint / the County Connection.

Incidents and accidents, no matter how minor, shall be reported immediately to the supervisor for evaluation and possible investigation. The investigation may identify contributing causes which may help avoid a repeat incident or accident. The supervisor and/or the Risk Management Specialist must take appropriate action to remedy the cause(s) based upon the findings (i.e., investigate, report, correct, etc.).

Major Incidents

In the case of fatality, or if two or more employees are hospitalized for the same injury or illness, the supervisor shall immediately report the accident or illness to the Employee Relations Division. The Employee Relations Division shall notify the nearest office of the Department of Labor and Industries within 8 hours after the occurrence. The report shall relate the circumstances, the number of fatalities, and/or the extent of any injuries or illnesses.

Note: Any equipment involved in a fatal accident should not be moved until a representative of the Department of Labor and Industries investigates the accident and authorizes removal of the equipment. However, if it is necessary to move the equipment to prevent further accidents or to remove the victim, the equipment may be moved as required.

Hazards or Near Misses

Anyone who identifies a "Near Miss" or suspects that a hazard exists, or notices any unsafe work practices, shall:

- Report the hazard by completing Incident Report Form.
- Submit the form to his or her supervisor.
- The supervisor evaluates the report and forwards it to the Division Director and Risk Management Specialist.
- Risk Management Specialist will follow up and request action if necessary.

Risk Management Specialist records all incidents in a database, reviews, analyzes and discusses them at a quarterly claims review meetings. The incident data is distributed for analysis in a summary form to the Safety Committee and Division Directors on a quarterly basis.

A Near-Miss accident is defined as an unplanned event where equipment is damaged, but there is no personal injury to employees OR where damage did not result, but the likelihood of personal

injury to the employee was great. If the Near-Miss conditions are not eliminated, they could eventually result in personal injury to the employee.

Training

On-going safety and health education programs will be provided for all employees in an effort to increase knowledge of safe work practices, minimize accident-causing factors in the work place and promote acceptance of safety and health rules.

The County employs a systematic accident prevention program with on-the-job training to familiarize each employee with County safety and health requirements.

Specific training will be provided for certain jobs and equipment by effected Divisions / Departments in accordance with applicable statutes and regulations. For more information, see Division specific Policies and Procedures.

End of AWAIR Program

Reporting Accidents, Hazards and Incidents

~~Employees are required to report an accident or injury and encouraged to report any safety or health concerns by using the Incident/Injury/Accident Report Form.~~

~~Incidents and accidents, no matter how minor, shall be reported immediately to the supervisor for evaluation and possible investigation. The investigation may identify contributing causes which may help avoid a repeat incident or accident. The supervisor and/or the Risk & Emergency Management Department must take appropriate action to remedy the cause(s) based upon those findings (i.e., investigate, report, correct, etc.).~~

Major Incidents

~~In the case of fatality, or if two or more employees are hospitalized for the same injury or illness, the supervisor shall immediately report the accident or illness to the Risk & Emergency Management Department. The Risk & Emergency Management Department shall notify the nearest office of the Department of Labor and Industries within 8 hours after the occurrence. The report shall relate the circumstances, the number of fatalities, and/or the extent of any injuries or illnesses.~~

~~Note: Any equipment involved in a fatal accident should not be moved until a representative of the Department of Labor and Industries investigates the accident and authorizes removal of the equipment. However, if it is necessary to move the equipment to prevent further accidents or to remove the victim, the equipment may be moved as required.~~

Hazards or Near Misses

~~Anyone who identifies a "near miss" or suspects that a hazard exists, or notices any unsafe work~~

~~practices, shall:~~

- ~~• Report the hazard by completing Incident Report Form.~~
- ~~• Submit the form to his or her supervisor.~~
- ~~• The supervisor evaluates the report and forwards it to the Division Director and Risk & Emergency Management.~~
- ~~• Risk & Emergency Management will follow up and request action if necessary.~~

~~Risk & Emergency Management Department records all incidents in a database, reviews, analyzes and discusses them at a quarterly claims review meetings. The incident data is distributed for analysis in a summary form to the Safety Committee and Division Directors on a quarterly basis.~~

~~A near-miss accident is defined as an unplanned event where equipment is damaged, but there is no personal injury to employees OR where damage did not result, but the likelihood of personal injury to the employee was great. If the near miss conditions are not eliminated, they could eventually result in personal injury to the employee.~~

~~How to Report~~

~~The employee shall complete the Incident/Injury/Accident Report Form immediately following the incident. If this is not possible, it should be completed ASAP or within 24 hours.~~

~~It is important to complete the form in its entirety. If a question does not apply, please indicate N/A. Be as specific as possible in the description of incident area and attach additional sheets if necessary.~~

~~Please note the address and phone number section should indicate home information. Please print it legibly next to the signature.~~

~~The reporting employee shall forward the form to the Division Director or Manager. The division should follow the normal chain of command to inform all appropriate members of the division. The division director reviews the employee section, adds any additional comments, signs, and dates the form before sending copies to the Risk & Emergency Management Department and Personnel Services in Employee Relations.~~

~~Self Inspection~~

~~Accident prevention activities need to be reinforced systematically to minimize physical hazards within the workplace. The best way to eliminate these hazards is through a plan of self inspection.~~

~~The Inspection Checklist is available in Risk & Emergency Management. Findings of the self inspection will be reviewed and discussed by affected staff. Unresolved problems resulting from this inspection will be forwarded through the Risk & Emergency Management Department for consideration.~~

~~The introduction of new equipment or a new process with the County or a specific department will require a safety evaluation/inspection to be conducted.~~

Training

~~On-going safety and health education programs will be provided for all employees in an effort to increase knowledge of safe work practices, minimize accident-causing factors in the work place and promote acceptance of safety and health rules.~~

~~The County employs a systematic accident prevention program with on-the-job training to familiarize each employee with County safety and health requirements.~~

~~Specific training will be provided for certain jobs and equipment in accordance with applicable statutes and regulations. Job specific and general training include:~~

~~EMPLOYEE RIGHT TO KNOW (ERTK)~~

~~MSDS documentation is available for employees to review and a contact name will be supplied in case they have any questions regarding hazard communication. Job risks are identified with the proper Personal Protective Equipment (PPE) associated with minimizing that risk. Training is provided on the appropriate use of PPE.~~

~~HAZARD COMMUNICATION~~

~~"Hazard Communication", in accordance with the Code of Federal Regulations, will be covered with every employee.~~

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BLOOD BORNE PATHOGEN

Employees that have risk of exposure to blood or other any other infectious materials identified in their Job Descriptions are required to attend annual BBP Training. Employees identified to be at risk will be offered annual training on the proper procedures to follow in any incident involving blood or other infectious materials.

PERSONAL PROTECTION EQUIPMENT

The County is responsible for providing and requiring employees to wear appropriate personal protective equipment (PPE) in all operations where there is an exposure to hazardous conditions or where there is a need for using such equipment to reduce the risks and hazards to the employees. Employees required to use PPE will be trained in the use and care of the equipment. They will be trained to know when and which equipment to use.

EYE AND FACE PROTECTION

Employees required to use eye and face protection will be trained in the use and care of that equipment as well as when and which equipment to use.

RESPIRATORY PROTECTION

Employees required to use respiratory protective equipment shall be trained in the use and limitations of such equipment. This may include annual fit testing of respirator equipment for respiratory protection including bi-annual health surveillance.

LOCKOUT/TAGOUT

Employees required to use lockout/tagout equipment will be trained in the lockout/tagout procedures as it relates to the work they are performing.

ELECTRICAL TRAINING

Employees will be trained in the use and care of electrical cords, electrically powered tools and electric related equipment as it relates to the work they are performing.

LADDER AND SCAFFOLDING

Employees will be trained in the use and care of ladders and scaffolding as it relates to the work they are performing.

POWER OPERATED TOOLS

Employees will be trained in the use and care of power operated hand tools as it relates to the work they are performing.

FORKLIFT TRAINING

OSHA requires that only trained and authorized personnel operate forklifts. All forklift operators will be trained and certified on how to properly operate and drive a forklift.

BACK PROBLEMS

Employees will be trained in the use and care of the back and how to prevent back injuries (i.e., how to lift) as it relates to the work they are performing.

HEARING CONSERVATION

~~Employees will be trained in the use and care of hearing protection as it relates to the work they are performing.~~

~~SHARPS AND BIOHAZARD~~

~~Employees will be trained in the use of sharps including needles and other bio-hazardous waste as it relates to the work they are performing. They will return demonstrate that they are knowledgeable and aware of equipment needs, use of PPE, follow Universal Precautions and infection control practices.~~

Exposure Follow up

~~Management of exposures to blood-borne pathogens will meet or exceed current recommendations from the Centers for Disease Control (CDC), Minnesota Department of Health (MDH), and Occupational Safety and Health Administration (OSHA).~~

~~Blood/OPIM exposure incidents sustained by employees will be promptly reported and documented.~~

~~Carver County is responsible for counseling, medical and laboratory costs related to the exposure.~~

~~Signed consent from the employee and source are obtained for testing following an exposure incident.~~

~~Confidentiality of test results is maintained; positive HBsAg and HIVAb test results will be reported to the MN Department of Health as required by law.~~

~~Records of the employee with an occupational exposure will be maintained for duration of employment plus 30 years.~~

Potential Exposure Incident

~~The Carver County Bloodborne Pathogen Exposure Control Plan will be followed in the event of an exposure incident. This plan is disseminated to specific job classifications, as written in the plan.~~

Definitions

~~*Blood Borne Pathogen:* Pathogenic microorganisms are organisms which are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, Hepatitis B virus (HBV) and human immunodeficiency virus (HIV).~~

~~*Potentially Infectious Materials (OPIM):* Blood (human blood, human blood components, and products made from human blood), any unfixed human tissue or organ, and the following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental operations, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids.~~

~~*Exposure Incident:*—A specific eye, mouth, or mucous membrane, non-intact skin, or parenteral* contact with blood or OPIM that results from the performance of an employee's duties.~~

~~**Parenteral means piercing mucous membranes or the skin through such events as needle sticks, human bites, cuts, and abrasions.*~~

Reference

~~Minn. Stat. 182.653 subd. 8~~

~~1910.1030, Title 29 of the Code of Federal Regulations~~

~~7~~



Carver County – Personnel Policy Manual

CAFETERIA BENEFITS

SECTION: Benefits **EFFECTIVE:** 3/3/2008

AUTHORITY: Res. 18-08 **REVISED:**

Purpose

The County wishes to provide health and other insurance benefits to attract and retain qualified staff to perform County work.

Policy

Regular, full-time and regular, part-time employees who are budgeted to work at least thirty-two (32) hours per week are eligible for participation in a the Cafeteria Insurance Program which includes certain core benefits and a number of elective insurance products. Depending on the health insurance selection made by the employee, the County shall provide a set dollar amount each month to cover all or a part of the cost of these benefits in a manner that is fair to employees and taxpayers. Employees who have separated from County service may continue group insurance benefits according to Federal and Minnesota law.

Core Benefits include: Life insurance in the amount of \$50,000 for the employee, \$100,000 accidental death and \$2,000 for the spouse and \$1,000 for the children; Long and Short Term Disability insurance; ~~Preventive~~ Dental insurance for the employee; and Liability protection for the employee in the event that the employee may be sued as a direct result of their employment.

Elective Cafeteria Benefits include: supplemental life insurance; additional short term disability insurance; ~~family preventive, single or family “buy-up” dependent~~ dental coverage; vision care insurance; ~~long term care insurance~~; deferred compensation contributions, health savings account contributions; flex spending account contributions; and additional taxable compensation.

Procedure

- Each year, the County will conduct an open enrollment period for employees to select their benefits for the upcoming year.
 - The Employee Relations Director will recommend and the County Board will set a specific dollar amount for cafeteria benefits for each employee based on their health insurance choice: ~~waive, single or family.~~
 - The Employee Relations staff will provide ~~forms as well as~~ information about the core and elective benefits to assist employees in making their benefit selections.

~~In addition to the Cafeteria Benefits, the County also offers discounted Community Center Memberships.~~

- ~~• Flexible Spending: Employees may enroll for participation in pre-tax reimbursement of dependent health insurance premiums, day care and personal medical expenses.~~
- Post employment insurance coverage: The County provides for continuation of health, dental and life insurance in accordance with Federal COBRA and Minnesota continuation requirements
- Special Long-Term Retiree health coverage: Each year the Employee Relations Director will recommend and the County Board will set a specific dollar amount for qualifying retirees to purchase employer sponsored health insurance until Medicare eligible (currently age 65). In order to participate in this extended health benefit, retirees must meet the following criteria:
 - a. Must have been hired as a regular employee prior to June 1, 2010.
 - b. Must be retiring from a non-bargaining position or one covered by a collective bargaining agreement referring to this policy.
 - c. Must have been employed by Carver County with uninterrupted full time service of twenty (20) years or more.
 - d. Must have attained the age of sixty (60) years.
 - ~~e. Must refrain from full time employment for another employer, either public or private.~~
 - f. Must accept coverage offered by the provider of health insurance coverage to Carver County non-bargaining employees, and the terms of coverage being offered to non-bargaining employees.
 - g. Must maintain health coverage on the same or lesser basis as when employed by Carver County.

- A retiree who attains the age of sixty-five (65) has the option of continuing with the County's group health policy at the retiree's own expense under the conditions outlined below:
 - a. The retiree must meet the age and service requirements necessary for eligibility for an annuity under Public Employees Retirement Association (PERA) or be receiving a disability benefit from PERA.
 - b. The retiree may retain family coverage only if the retiree had family coverage immediately before leaving employment.
 - c. The retiree may initially elect family coverage as stipulated immediately above and later drop family coverage while retaining single coverage. The retiree may drop single coverage and retain family coverage for up to thirty-six (36) months if the retiree becomes eligible for Medicare prior to the dependent(s)' eligibility for Medicare.
 - d. The retiree and their dependent(s) may be pooled in a separate group from active employees for purposes of establishing premiums and coverage.



Carver County – Personnel Policy Manual

EMPLOYEE TRAINING & DEVELOPMENT

SECTION:	Benefits	EFFECTIVE:	3/3/2008
AUTHORITY:	Res. 18-08	REVISED:	6/1/2010

Purpose

The County understands the value of employees maintaining current knowledge in their field and intends to provide learning opportunities for them to maintain professional skills in order to perform County work.

Policy

The County shall conduct programs or ensure that learning opportunities are available to meet the mandatory training and development needs of County employees; offer learning opportunities to support County objectives; and encourage employee participation in formal educational pursuits that enhance job performance or potential for increased responsibility.

The Employee Relations Director shall coordinate the assessment of the training and developmental needs of County employees and develop cost-effective strategies to address those needs.

The Employee Relations Director shall ensure the design, delivery and evaluation of County-wide training programs and services.

Divisions and Offices may choose to implement specific training requirements and opportunities for their staff.

Procedure

Tuition Assistance

The County may reimburse employees for certain outside education, based on the following criteria:

- The class is relevant to the employee's current job or a reasonably accessible promotional opportunity.
- The content offered in the class is effective in keeping an employee abreast of current developments in their professional field or the content meets organizational needs.
- Upon successful completion of a course with a grade or evaluation equivalent to a "C" or better, the employee may apply for reimbursement when the following conditions are met:
 - The employee has received approval from the Division Director and Employee Relations Director or designee, prior to the conclusion of the course.
 - If the County requires or requests the course, 100% of the cost, including tuition, registration and laboratory fees shall be paid by the County. Assigned textbooks may be reimbursed by the County, and shall become County property at the conclusion of the course if reimbursed.
 - If the course is not required by the County, regular full-time employees may be reimbursed 50% of tuition, registration and laboratory fees. Assigned textbooks for these courses will be reimbursed at 50% by the County. Employees shall reimburse the County 50% of the proceeds received if they sell the textbook(s) after the conclusion of the course.
 - Transcripts and itemized receipts shall be submitted with the claim for reimbursement, as evidence of grades and expenses.
 - The employee agrees to repay any reimbursement to the County if requested to do so in the case that they do not continue County employment for a period of at least three months following the reimbursement.
 - Expenses requested are available in the budget for the specific division.

No other fees or related expenses will be reimbursed for elective courses.

The employee is responsible for the scheduling and payment of any training or course-work that is solely taken to maintain continuing education or certification for continued employment.

If the County requires an employee to take a course, the Division Director or manager may pay for the course in advance, eliminating the cash outlay on the employee's part. In these situations, if the employee does not receive a passing grade, the employee will be expected to retake the course at their own expense and pass it.

- The manager may allow an alternate work schedule to accommodate elective course attendance. In cases where the education is required by the employer it will normally be on paid time.

Conferences, Workshops & Seminars

Managers shall assess any employee request and approve or deny the costs for an employee attending a job-related conference, workshop or seminar within the state, using the following criteria:

- The topic is relevant to the employee's job.
- The employee's attendance provides a direct benefit to the County either by keeping the employee abreast of current developments in their professional field, expanding their knowledge to meet operational goals or assisting the division in meeting County objectives.
- ~~The employee agrees to return any reimbursement to the County if they do not continue County employment for a period at least three months following the final day of the educational event.~~

All out of state conference, workshop and seminar attendance is subject to the same criteria above with one additional requirement: out of state attendance requires approval by the County Board. This may be accomplished in one of two ways.

- The Division Director may include the specific information in the annual budget, or
- The Division Director may request Board action to approve attendance at an out of state conference or seminar in a separate action during the year.

New Policy



Carver County – Personnel Policy Manual

HEARING CONSERVATION PROGRAM

SECTION:

EFFECTIVE:

AUTHORITY:

REVISED:

Purpose

The County is committed to protecting employees from the effects of occupational noise exposures.

Policy

This Hearing Conservation Program is subject to OSHA Standard 29 CFR 1910.95 and other applicable Federal Regulations. The program shall be administered whenever employee noise exposures equal or exceed an 8-hour time-weighted average (TWA) of 85 decibels on the A scale (dBA), slow response. Administrative and Engineering controls will be utilized when the levels equal or exceed 85 dBA for an 8-hour TWA, and if the hazard still exists, the use of Personal Protective Equipment shall be provided and used to reduce noise levels.

Procedures

Identification

Supervisors will initially identify equipment to be tested and employees or job classes who may be subject to this program.

Monitoring

Noise monitoring will be done with a sound level meter or a dosimeter. Noise monitoring will be done with a sound level meter for locations where the noise level is stationary and expected to be continuous, or a dosimeter for work operations that are mobile or random in noise level.

WHEN TO MONITOR

Noise monitoring must be conducted when exposures equal or exceed 85 dBA. The exposure measurements will include all noise within an 80 - 130 dBA range. Employee complaints about the noise, indications that employees are losing their hearing, and noticeable noise from

equipment and machinery are some indications that monitoring needs to be done.

MONITORING INTERVALS

Monitoring will be repeated whenever a change in production, process, equipment or controls increases noise exposures to the point where previously unaffected employees will be exposed, or the hearing protection provided prior to the change is not adequate.

INSTRUMENTATION CALIBRATION

All noise measuring instruments shall be calibrated to ensure accurate readings.

Employee Notification and Observation of Monitoring

Employees whose work environment results in exposure to greater than 85 dBA on an 8 hour Time Weighted Average shall be notified of the reading. Employees shall be notified of the level of exposure to which they, or their selected representative, was exposed. New employees shall be notified, upon hiring, of the level of exposure to which they, or the selected representative, are currently being exposed. Affected employees or their representative shall be provided an opportunity to observe any noise measurements.

Audiometric Testing Program

An Audiometric Testing Program will be established and maintained to test all employees whose exposures equal or exceed an eight (8) hour TWA of 85 dBA. The test will be provided at no cost to the employee. A professional (audiologist, otolaryngologist, or physician) will be responsible for the program. A trained technician or a professional may conduct the audiometric testing but is responsible to an audiologist, otolaryngologist or physician.

BASELINE AUDIOGRAM

A baseline audiogram will be established for employees subject to this program.

AUDIOGRAM

An annual audiogram shall be obtained for each employee exposed at or above an 8-hour time-weighted average of 85 decibels.

AUDIOGRAM EVALUATION

The Annual Audiogram will be compared to the Baseline Audiogram to determine if the audiogram is valid and if a standard threshold shift has occurred. A technician will do this comparison. If a standard threshold shift is detected, the employee may be retested within 30 days. The employee must adhere to the directed retesting. The technician will review the audiogram. Problem audiograms will be reviewed by the audiologist, otolaryngologist, or physician who will determine the need for further evaluation. All necessary information per 29 CFR 1910.95 will be supplied to the evaluator.

FOLLOW-UP PROCEDURES

If a Standard Threshold Shift is detected, the employee will be fitted or refitted with enhanced hearing protectors, trained on how to use and maintain them, and be required to wear them.

Employees will be notified within 21 days from the time that it is determined that they have a Standard Threshold Shift (STS).

SUBSTITUTION OF ANNUAL AUDIOGRAM

The employer may substitute an annual audiogram for the original baseline audiogram if the professional supervising the audiometric program determines that the employee's STS is persistent. The employer must retain the original baseline audiogram, however, for the length of the employee's employment. This substitution will ensure that the same shift is not repeatedly identified. The professional also may decide to revise the baseline audiogram if the employee's hearing improves. This will ensure that the baseline reflects actual hearing thresholds to the extent possible.

Audiometric Testing Requirements

Audiometric tests will meet OSHA 29 CFR 1910.95 (h), (1), (2), (3), (4), (5), (i), (ii) and (iii).

Hearing Protectors

Hearing protectors will be available to employees exposed at or above an 8 -hour TWA of 85 dBA or greater. Hearing protectors are also made available to employees who have experienced a standard threshold shift, because these workers are particularly susceptible to noise. Employer/Employee will decide which size and type protector is most suitable for their work with the help of a designated person trained in fitting hearing protectors. The protectors should be comfortable to wear, and must reduce employee exposure at least to an eight (8)-hour TWA of 90 dBA and 85 dBA for employees with standard threshold shifts (STS). They will be replaced as necessary. Anytime noise levels exceed 90 dBA, employees are mandated to wear hearing protection (See Table G-16A at the end of this Policy). Hearing protectors will be available to any employee wishing to use them due to noise in their work environment.

Training Program

Employees exposed to TWAs of 85 dBA and above will participate in training at least annually. Information provided in the training program shall be updated as necessary to reflect changes in equipment or procedures. The training will include the following:

- The effects of noise on hearing.
- The contents of the noise standard and hearing conservation program.
- The purpose, advantages, disadvantages, and attenuation characteristics of various types of hearing protectors.
- The selection, fitting, and care of hearing protectors.
- The purpose and procedures of audiometric testing.
- The specific machinery that produces high noise levels.

Access to Information and Records

All affected employees have the right to see the training information, the applicable OSHA standard 29 CFR 1910.95, the audiometric test records, and the noise exposure records.

Record Keeping

Noise exposure records will be kept for two (2) years. Audiometric records will be maintained for the duration of the affected employee's employment. The Audiometric test records will include the employee's name and job classification, the date the test was performed, the examiner's name, the date of the last acoustic or exhaustive calibration of the audiometer, measurements of the background sound pressure levels in the audiometric test rooms, and the employee's most recent noise exposure measurement. In addition, accurate records shall be maintained showing the measurement of the background sound pressure levels in the test room and records of all acoustical and exhaustive calibrations of audiometers that are required.

Responsibilities

Supervisors & Employees:

- Identify equipment to be tested.
- Identify employees who are subject to this Program.
- Advise Employee Relations (ER) of any changes in equipment or controls that would increase exposures to the extent that additional employees may be exposed or the noise reduction provided by hearing protectors may be inadequate.
- Ensure hearing protection is worn.

Supervisors:

- Provide appropriate hearing protection and replace it when necessary.
- Fit and train employees on how to use and care for hearing protection.
- Post 29 CFR 1910.95 in the workplace.

Employee Relations:

- Arrange for noise testing of equipment.
- Advise when noise testing will take place.
- Provide results of noise testing.
- Coordinate training on an annual basis.
- Arrange for Audiometric Testing (pre-placement, annually, and at termination).
- Notify employee of Audiogram test date and time.
- Notify employee of a Standard Threshold Shift within 21 days of the determination; a retest may be obtained within 30 days.
- Maintain and provide access to records as stated in OSHA 29 CFR 1910.95

Audiometric Test Provider:

- Ensure Audiometric tests are performed by qualified individuals and Audiogram testing is in compliance with OSHA 29 CFR 1910.95.
- Determine if a Standard Threshold Shift has occurred and determine if further evaluation is needed.
- Maintain records of Audiometer calibrations.

6.22.2015

New Policy



Carver County – Personnel Policy Manual

LACTATION SUPPORT

SECTION: Benefits

EFFECTIVE:

AUTHORITY:

REVISED:
2/9/2015

Purpose

Carver County provides a supportive environment to enable breastfeeding employees to express their milk in privacy during work hours.

Policy

Pursuant to Minnesota Statute 181.939, the County shall:

- (a) Provide reasonable unpaid break time each day to an employee who needs to express breast milk for her infant/child. The break time should, when possible, run concurrently with any break time already provided to the employee. The County is not required to provide break time under this section if doing so would unduly disrupt the operations of the County.
- (b) The County shall make reasonable efforts to provide a room or other location, in close proximity to the work area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public, and that includes access to an electrical outlet, where the employee can express her milk in privacy.
- (c) The County will not retaliate against an employee for asserting rights or remedies under this section.

Procedure

Milk Expression Breaks

Breastfeeding employees are allowed to breastfeed or express milk during work hours using their normal breaks and meal times. For time that may be needed beyond the usual break times, employees may use personal leave, or may make up the time as negotiated with their supervisors.

A Place to Express Milk

Carver County has designated two rooms in the Chaska Government Center as **Lactation Rooms**. Lactation Room 1 is located in the Employee Relations Division on the first floor of the Administration Building; Lactation Room 2 is located in the lower level of the Courts Building between the main stairs and the Jury Assembly Room. These rooms are available to all Carver County employees, and members of the public upon request. If an employee works in a location

other than the Government Center and does not have access to these rooms, or if a member of the public requests access, all efforts will be made to provide a private place for expressing milk. This can be any private room with a door that locks and includes access to an electrical outlet, such as, an infrequently used office, conference room, etc.

Communication

The Employee Relations Division will review this policy and offer this policy /procedure when they are notified the employee will be on a leave of absence and/or Family Medical Leave for the birth of a child so the employee has specific information prior to returning to work.

Staff Support

Supervisors are responsible for alerting pregnant and breastfeeding employees about the County's worksite lactation support policy, or for directing them to Employee Relations, and for negotiating policies and practices that will help facilitate each employee's infant/child feeding goals.

Specific Room Procedures/ Guidelines:

1. Employees who wish to breastfeed or express milk during their regular work day shall keep their supervisor informed of their needs so that appropriate accommodations can be made to meet the needs of both the employee and the County.
2. Lactation rooms are available 24 hours per day. In order to facilitate effective room use, calendars will be kept on the Outlook Calendar. The rooms are called Lactation Room 1 and Lactation Room 2 on the calendar. Employees may reserve the rooms like a conference room. If employees choose not to use their name, they can use their employee number to reserve the room.
3. Gaining access to the Lactation Rooms:
 - a. Lactation Room 1 is in Employee Relations. When an employee desires to use the room, they will ask their supervisor to request that the Facilities Department give the employee access to Card Reader #103. This access will allow the employee to enter the area of the Lactation Room without going through the Employee Relations front desk.
 - b. Lactation Room 2 is located on the lower level of the Courts Building between the stairs and the Jury Assembly Room. This room is unlocked unless in use. Employees using the room after hours will be given access to the area as needed. Access Card and key access will be coordinated through the Facilities Department.
4. Employees will use the log sheets provided in the rooms to account for room usage. If employees have comments or suggestions they should be written on the log sheet or Employee Relations should be contacted. Employee Relations will periodically review comments to help ensure the success of the program.
5. When the room is being used, the door will be locked and there will be signs indicating that the room is in use.
6. Employees will provide their own pump and/or other equipment needed.

7. Each person who uses the room is responsible for cleaning it up after use and will ensure that spills are cleaned with wipes provided. Large spills should be referred to Facilities for proper cleanup. Facilities staff should follow universal precautions procedures.
8. Employees should label all milk expressed with their name, so it is not inadvertently confused with another employee's milk. Each employee is responsible for proper storage of her milk using the refrigerator located in each lactation room or break room, or personal storage cooler.
9. The Facilities Department will provide the cleaning and supplies necessary to the lactation rooms.
10. Employees will notify Employee Relations if there are problems.
11. When employee no longer needs access to the Lactation Room, they will notify the Facilities Department to terminate card access and/or return keys.

If an employee has concerns regarding compliance with this policy, she is encouraged to promptly contact Employee Relations. A short timeframe to address complaints is of great importance so that interruptions to the woman's ability to breastfeed/express milk are minimized.

Carver County currently has a respectful workplace policy however, this proposed policy is a complete rewrite of the existing policy. Therefore most of the language is new or revised.



Carver County – Personnel Policy Manual

RESPECTFUL WORKPLACE

SECTION:	Code of Conduct	EFFECTIVE:	3/3/2008
AUTHORITY:	Res. 18-08	REVISED:	3/19/2015

Purpose

The County is committed to promoting a respectful and professional work environment, providing employees with a workplace that is conducive to productivity and positive customer service. Respect for one another is fundamental to maintaining an efficient and effective work environment.

Policy

It is the policy of Carver County to maintain a respectful work and public service environment free from violence, discrimination, harassment, and other offensive or degrading behavior or conduct. Carver County will not tolerate such behavior by or toward any employee. Disrespectful or unprofessional communications and behavior can disrupt the efficient functioning of the workplace. Any employee found to have acted in violation of this policy shall be subject to disciplinary action up to and including termination of employment.

The County shall provide a reporting process and investigative practices for reported violation of this policy.

Standards of Behavior and Expectations:

Every employee of Carver County has the right to work in a respectful workplace. In order to promote and sustain a workplace where all employees are treated with respect and dignity, regardless of their status or position, each employee is expected to abide by these values and standards of interpersonal behavior, communication and professionalism:

- a) Treat employees and others with respect, civility, and courtesy. Respect and value the contributions of all members of our workforce, regardless of status or role in the organization.
- b) Work honestly, effectively and collegially with employees and others. Respond courteously and appropriately to requests from others for assistance or information.
- c) Engage in non-retaliatory problem-solving processes that address concerns regarding respectful or professional communications or behavior.
- d) Encourage and support all employees in developing their individual conflict management skills and talents. Use informal means to address issues with individuals whenever possible.
- e) Participate fully and in good faith in any informal resolution process or formal complaint and investigation process.
- f) Have an open and cooperative approach in dealings with employees and co-workers, recognizing and embracing individual differences.
- g) Recognize that differing social and cultural standards may mean that behavior that is acceptable to some may be perceived as unacceptable or unreasonable to others.
- h) Abide by applicable rules, regulations, policies and bylaws and address any dissatisfaction with, or violation of, specific policies and procedures through appropriate channels.
- i) Demonstrate commitment to continuous personal and professional learning and development.
- j) Demonstrate commitment to a culture where all employees cooperate and collaborate in using best practices to achieve high work-related outcomes.
- k) Be responsible stewards of material and human assets to achieve excellence, innovation and sharing of knowledge across the organization.
- l) Employees in supervisory and management positions must model civility for others and clearly define expectations for how employees treat each other, and are responsive to complaints when they are brought forward.

Behavior which violates this policy includes, but is not limited to:

- a) A pattern of behavior that a reasonable person would find to be demeaning, humiliating, or offensive.
- b) Discriminatory behavior which includes inappropriate remarks about or conduct related to an employee's race, color, creed, religion, national origin, disability, gender, marital status, pregnancy, age, sexual orientation, or status with regard to public assistance. Also see Carver County Policy Section E-1, Discrimination & Harassment Prevention.
- c) Offensive behavior includes patterns of actions that have a negative impact on the work environment such as: vulgar obscenities, name calling, disrespectful language, or the intentional filing of an unfounded complaint under this policy.
- d) Violent behavior which includes the use of physical force, harassment or intimidation, or abuse of power or authority. Making threats of violence, retribution, litigation, or financial harm.
- e) Making comments or engaging in behavior directed as a personal attack on the professional conduct of others. Shouting or engaging in other speech, conduct or mannerisms that are reasonably perceived by others to represent intimidation or harassment.
- f) Making or telling jokes that are intended to be, or that are reasonably perceived by others to be, crude or offensive; teasing, name calling, ridicule or making someone the brunt of pranks or practical jokes. Using sarcasm or cynicism directed as a personal attack on others.
- g) Intentionally making comments or engaging in behavior that is untruthful; or spreading unsubstantiated rumors or gossip.
- h) Making actual or threatened inappropriate physical contact.
- i) Throwing instruments, tools, office equipment, or other items as an expression of anger, criticism, or threat, or in an otherwise disrespectful or abusive manner.
- j) Engaging in any pattern of disruptive behavior or interaction that could interfere with the workplace or adversely impact the quality of services.

Procedure

Responding to Violations of this Policy:

Responding to behavior which violates this policy is most effectively handled immediately by the person(s) observing the behavior. An employee who believes that they have been treated in

violation of this policy by any person in relation to employment with the County should deal with the situation in one or more of the following ways:

- a) The person who is the target or observer of the behavior should politely but firmly request that the person cease the behavior. If you wish, take a co-worker, friend, or union representative with you. This meeting may include describing how this behavior is disrespectful (e.g., causing feelings of intimidation, offense, or discomfort).
- b) The person who is the target or observer of the behavior may write a statement describing the incident(s) of inappropriate behavior, a summary of the conversation with the person violating this policy, and a description of that person's reaction to the conversation following the incident. This statement may be kept by the author or provided to a supervisor or Employee Relations as appropriate based on the severity of the situation.
- c) If an employee fears that adverse employment consequences could result from direct conversation with the offender, the employee may go to their Supervisor, Manager, Division Director, the Employee Relations Division Director or Employee Relations Business Partner. In the event the complaint is against their Division Director, the employee should report it to the Employee Relations Division Director. In the event of a complaint is against the Employee Relations Division Director, it should be reported to the County Administrator. The report of such an incident should include the details of the situation, including the resolution sought.
- d) In the case of violent behavior, all employees are required to report the incident immediately to their Supervisor, Manager, Division Director, Employee Relations or the proper legal authorities.
- e) If the issue cannot be resolved by addressing the situation directly, or by working through the appropriate management and leadership team within the employee's division, the employee may consider filing a formal complaint through Employee Relations. See the section on "How to File a Complaint."

The cooperation of all employees is required to reestablish and maintain a respectful environment. Employees must make efforts to be aware of the sensitivity of those individuals with whom they work. Disrespectful or unprofessional behavior may or may not be intentional. To ensure an efficiently functioning workplace, employees are encouraged to informally resolve concerns whenever possible.

Responsibilities of Supervisory and Management Employees:

Management's responsibilities include investigating or appropriately following up on all complaints and making necessary efforts to re-establish or provide an environment free of disrespectful behavior to protect the rights of all employees. Management should promptly consult with Employee Relations regarding significant issues related to this policy; and if they have questions regarding how to appropriately address a concern that has come to their attention.

Supervisors and managers shall deal swiftly and vigorously with persons treating others disrespectfully. An employee who engages in disrespectful workplace behavior is subject to standard disciplinary procedures.

A supervisor or manager who becomes aware of disrespectful workplace behavior and fails to take appropriate actions against it is subject to disciplinary procedures.

A manager or supervisor who receives such a complaint shall record their actions in response to the complaint, including any investigation, correction or discipline. The records should be maintained by the supervisor/manager or Employee Relations, as appropriate.

When conducting an investigation, management shall operate within the requirements of the Minnesota Data Practices Act, County policy, and other applicable rules and regulations.

How to File a Complaint:

Carver County encourages all employees to speak up if they feel they are being treated disrespectfully. Carver County offers many options when seeking assistance, such as reporting the concern to your Supervisor, Division Director, Employee Relations Business Partner, or Employee Relations Division Director.

If you cannot resolve the problem by asking the person to stop or reporting it to your Supervisor, Manager, or Division Director, you can make a formal complaint by completing the Respectful Workplace Complaint Form, located on the Carver County Connection, and submitting the completed form to the Employee Relations Division Director. Contact your Employee Relations Business Partner if you need assistance to locate and/or complete the Respectful Workplace Complaint Form. Complaints must contain details of the situation and the identity of the person or persons against whom the complaint is being made.

Follow-Up and Investigation of a Complaint

The Employee Relations Division Director or designee will review your complaint and you will generally be contacted within five business days.

The Employee Relations Division Director or designee will discuss the complaint with you, review details and gather supporting information as appropriate.

The Employee Relations Division Director or designee will determine if the complaint needs to be investigated further. If it is determined that the complaint requires further action, it will be investigated to conclusion.

Results of the investigation will be compiled into a report by the investigating party and sent to the Employee Relations Division Director and Division Director of where the complaint originated as appropriate.

The Employee Relations Division Director or designee will follow up to ensure the initial complaint has been addressed.

Retaliation Prohibited:

The County will not tolerate acts of retaliation against employees who have made a good faith report of suspected violations of this policy or any person who assists or participates in an investigation or a proceeding related to such an investigation.



Carver County – Personnel Policy Manual

WORKERS' COMPENSATION

SECTION: Safety & Emergency Management **EFFECTIVE:** 3/3/2008

AUTHORITY: Res.18-08 **REVISED:XX**

Purpose

Carver County will comply with state and federal laws and regulations regarding wage continuations for employees injured on the job.

Policy

All employees are covered by Workers' Compensation insurance for injuries and loss of time as a result of on-the-job accidents and illnesses. Employees who are injured on the job, regardless of the severity of the injury, must report that injury to their immediate supervisor or complete an Incident Report within 24 hours of the injury and submit the form to Risk & Emergency Management.

Risk Management shall process the form, complete the First Report of Injury, and follow up with the employee.

Procedure

The employee, supervisor and any witnesses to the accident shall complete the appropriate accident investigation reports and forward signed copies to Risk & Emergency Management, which is responsible for the administration of Workers' Compensation. All medical bills pertaining to an injury shall be forwarded to Risk & Emergency Management.

Failure of either the employee or the supervisor to complete the injury notification (Incident Report) may result in the delay or non-payment of bills.

Depending on the length of time an employee is unable to work due to an injury or illness on the job, they may receive wage continuation through Workers' Compensation.

Carver County is obligated to comply with Minnesota Statute 176. Workers' Compensation State law in this area. Pursuant to Minnesota Statute 176.021 Subd. 5, Carver County will allow its employees to supplement their workers' compensation benefits. Per this

~~policy. The Workers' Compensation Administrator, from the Minnesota Counties Insurance Intergovernmental Trust (MCIT), will notify the employee (at their home address) that their Workers' Compensation claim has been accepted or denied. If the employee's claim has been is accepted, the Workers' Compensation Administrator will make no payment for lost work time until after three calendar days of work have been missed due to the injury/illness. If/When ten or more calendar days are/have been lost, the Workers' Compensation Administrator will retroactively reimburse the employee for the first three days of the employees lost work time.~~

The Workers' Compensation Administrator will pay up to 66 2/3% of the injured employee's gross average weekly wages based on a 26 week period prior to the date of injury. This payment is exempt from Federal, State, Social Security tax, Public Employees Retirement Association (PERA) deductions or any other deductions the employee might normally have deducted from the employee's paycheck.

~~Employees entitled to workers' compensation benefits who have If the employee has accumulated leave time benefits (e.g. paid time off (PTO), vacation, balances of sick leave, compensatory comp time, flex time, etc.) or vacation at the time of compensable the injury, shall the employee is be allowed to utilize use accumulated leave time these benefits to supplement help make up the difference between the Workers' Compensation administrator payment and their average weekly wage at the time of the injury as long as the leave time benefit is available when the employee elects to use the leave time benefit. The amounts of the accumulated leave time benefits that may be used are only those that had been accumulated up to the time of the injury and that are available at the time the employee elects to use them. The employee will accrue leave time benefits while receiving Workers' Compensation per a collective bargaining agreement or personnel policy. Carver County will keep a record of each of the accumulated leave time benefits banks for an employee who is on Workers' Compensation. In addition, the rate at which the employee will be paid for any wages they receive by either the Workers' Compensation Administrator or the Carver County shall be the rate of pay the employee was receiving based on a 26 week average prior to the date of the injury/illness. The additional payments shall not result in the payment of a combined total weekly rate of compensation that exceeds the average weekly wage of the employee on the date of the injury.~~

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~~The process for payment to an employee who has and chooses to use accumulated leave time benefits/balances (e.g. sick, comp time, vacation) to supplement their workers' compensation benefit or who is subject to language in a collective bargaining agreement that provides injury in the line of duty shall be as follows:~~

- ~~The employee will receive the check for payment of directly from the Workers' Compensation wage loss disability benefits directly from the workers' compensation Administrator on a bi-weekly basis at their home address, the check for payment on a bi-weekly basis of Workers' Compensation wage loss disability benefits.~~
- ~~Upon receipt of this check the employee shall make a copy of this check and its stub and provide it to the Risk & Emergency Management in the Employee Relations Division, Department of Carver County.~~
- ~~Risk & Emergency Management will forward the check copy to Payroll for processing.~~

- Upon receipt of this check copy, ~~the P~~payroll department shall determine whether accumulated ~~benefits leave balances~~ remain and if so, the amount.
- If any ~~benefits leave~~ remains, ~~the~~Carver County shall issue the employee a check ~~in the amount~~ up to one-third of their compensation (at an average rate that the employee was earning based on a 26-week period prior to the time of the injury/illness) in a normal bi-weekly pay period.
- The check issued by ~~the~~Carver County shall have Federal, State, Social Security tax, ~~and PERA~~ deductions, ~~and as well as~~ any other deductions that would normally be taken out of the employee's paycheck (e.g. money for an employee's portion of dental, ~~or life insurance~~, union dues, ~~disability insurances~~, etc).
- The combined Workers' Compensation wage loss check and accumulated ~~benefit leave~~ check from Carver County shall not exceed the average weekly wage prior to the date of injury/illness.

If an employee elects to be paid accumulated ~~leave time~~ benefits, Carver County ~~will pay shall issue~~ the accumulated leave ~~time benefit~~ by deducting monetary amounts from ~~the leave time benefit selected by the employee each available plan (e.g. sick, comp time, vacation) until exhausted; or shall exhaust the available balances in the following order: sick, comp time and finally vacation benefits.~~

Carver County will not contribute to ~~PERA~~ an amount equal to the employer's share of the ~~W~~workers' ~~C~~ompensation disability check issued by the ~~W~~workers' ~~C~~ompensation administrator. The employee may choose to ~~personally~~ make a contribution equal to his/her own portion of the ~~W~~workers' ~~C~~ompensation disability check. ~~The employee may also make a payment equal to the employer's portion.~~ For more information on how an employee can go about making payments to ~~PERA~~, contact the ~~PERA~~ offices at (651) 296-7460.

~~Effective August 7, 2000~~

~~Revised 2015~~

Carver County Board of Commissioners Request for Board Action



Agenda Item:

Carver County AIS Program Update

Primary Originating Division/Dept: <input type="text" value="Public Health & Environment - Planning & Water"/>	Meeting Date: <input type="text" value="9/1/2015"/>
Contact: <input type="text" value="Paul Moline"/> Title: <input type="text" value="PWM manager"/>	Item Type: <input type="text" value="Work Session"/>
Amount of Time Requested: <input type="text" value="25"/> minutes Presenter: <input type="text" value="Paul Moline"/> Title: <input type="text" value="PWM manager"/>	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
Strategic Initiative: <input type="text" value="Communities: Create and maintain safe, healthy, and livable communities"/>	

BACKGROUND/JUSTIFICATION:

Justification:

The staff is moving forward with the continued implementation of the Carver County Aquatic Invasive Species (AIS) Program and is looking for Board direction as the program plans for 2016. In particular, the staff will update the Board on the following topics:

- 2015 AIS inspection & monitoring programs
- Transition of the AIS program from the Parks Dept to the Planning & Water Management Dept.
- AIS funding model for 2016
- Staffing & AIS coordination recommendations

ACTION REQUESTED:

Action Requested:

Direction on the Carver County AIS Program

FISCAL IMPACT: <input type="text" value="None"/> <i>If "Other", specify:</i> <input type="text"/>	FUNDING County Dollars = <input type="text"/> <input type="text"/>
FTE IMPACT: <input type="text" value="None"/>	Total <input type="text" value="\$0.00"/> <input type="checkbox"/> Insert additional funding source

Related Financial/FTE Comments:

Office use only:

RBA 2015 - 3423