

Notice & Agenda

REVISED AGENDA

Swift County Board of Commissioners

Tuesday, January 6, 2015

9:00 AM

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

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Oath of Office for newly elected Commissioners (Fox and Pederson)
9:03 a.m.		Call to Order and Roll Call (Auditor)
9:04 a.m.	1	Nominations for Chair
9:05 a.m.	2	Nominations for Vice-Chair
9:06 a.m.		Consent Agenda
	3-4	(1) Minutes December 31, 2014
	5	(2) Minutes from the December 31, 2014 Executive Session
	6-7	(3) Consider approving police officer declarations for purposes of PERA benefits
9:07 a.m.	62-87	<i>Consider approving a lease and equipment purchase with Robin and Lisa Finke</i>
9:07 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants
9:08 a.m.		Commissioner and Board reports
9:20 a.m.		County Administrator report
9:25 a.m.		Citizens Comments
9:25 a.m.		Update from Pomme de Terre River Association by Jared House, Project Coordinator
9:40 a.m.	9	Organizational Meeting
	10-14	Adopt 2015 Committee assignments
	15	Appoint County Medical Examiner
	16	Set 2015 Board Meeting
	17	Set 2015 mileage rate (57.5 cents per mile)
	18	Adopt an Official newspaper
	19	Elected officials to attend annual conferences
	20	Set bounties for pocket gophers and beavers
	21	Allocate the cost of County Attorney to Welfare Fund
	22	Approve corporate signatures for 2015
	23	Designation of corporate depositories for 2015
	24	Define employee for Workers Compensation
		Other Business
	25-26	Consider setting elected officials 2015 wages
	27-28	Consider approving the County Engineer 2015 cost of living increase
	29-30	Consider approving a step increase for Wayne Knutson
	31-33	Consider 2014 appointments to the Swift County Extension Committee
	34-37	<i>Receive and review tax forfeiture sale information</i>
	38-39	Consider approving AMC policy committee appointments and delegate appointments
	40-61	<i>Consider approving the Swift County Strategic Plan</i>
10:30 a.m.		Adjournment

Notice & Agenda

Swift County Board of Commissioners

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	38-39	Consider approving AMC policy committee appointments and delegate appointments
10:30 a.m.		Adjournment

RESOLUTION

APPOINTING 2015 SWIFT COUNTY BOARD OF COMMISSIONER CHAIR

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that _____ is hereby appointed the 2015 Chair of the Swift County Board of Commissioners.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox	___	Hendrickx	___	Pederson	___
Peterson	___	Rudningen	___		

RESOLUTION

APPOINTING 2015 SWIFT COUNTY BOARD OF COMMISSIONER VICE-CHAIR

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that _____ is hereby appointed the 2015 Vice-Chair of the Swift County Board of Commissioners.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox	___	Hendrickx	___	Pederson	___
Peterson	___	Rudningen	___		

SWIFT COUNTY BOARD MINUTES

December 31, 2014

Chairman Fox called the meeting to order at 9:00 AM with all members present as well as County Administrator Mike Pogge-Weaver, County Attorney Robin Finke, County Auditor Kim Saterbak, Amanda Ness, and guest Brian Thompson.

An addition was made to the agenda to include a biweekly pay policy and Commissioner Klemm asked to correct the agenda to read Wednesday, December 31st rather than Tuesday.

12-31-14-01 Commissioner Klemm moved and Commissioner Peterson seconded to approve the agenda with the noted addition and correction. Motion carried unanimously.

12-31-14-02 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the Consent Agenda which consisted of: (1) Minutes from the December 16, 2014 Meeting and (2) Approval of an MOU with IndeComm Global Services to be an e-recording submitter.

Board and Committee Reports were given as follows: Chairman Fox reported on Chippewa River Watershed, SPCC, and Hospital Finance. Commissioner Klemm reported on Prairie Lakes Youth. Commissioner Peterson reported on Prairie Five Community Action, Countryside Public Health, HRA, and Soil and Water. Commissioner Rudningen reported on CEEVI Drug Taskforce and Radio Board. Commissioner Hendrickx reported on SPCC, Broadband, and the Tim Miller Meet and Greet.

Administrator Pogge-Weaver reported on Pioneerland Public Library System, Broadband, the Tim Miller Meet and Greet, and updated the board on the health insurance fund balance.

12-31-14-03 Commissioner Rudningen moved and Commissioner Klemm seconded to approve the Commissioner warrants as follows: Revenue: \$628,792.96; Road and Bridge: \$23,973.33; Solid Waste: \$13,305.87; Welfare & Family Services: \$83.58; and County Ditches Fund: \$7,318.12 which includes the following bills over \$2,000: Ascheman Oil, \$4,615.85; Assoc of Minnesota Counties, \$2,450.00; Center Point Energy Minnegasco, \$3,265.17; Dooley Petroleum Inc, \$2,464.00; Election Systems & Software Inc, \$8,844.00; Finke Law Office, \$2,501.92; First Security State Bank, \$500,000.00; Houston Engineering Inc, \$3,826.00; Johnson Feed Inc, \$2,182.38; Kris Engineering, \$6,957.00; Meeker County Sheriff, \$2,599.43; Gary Monson Excavating LLC, \$3,227.70; Northern Lights Trail Snowmobile Club, \$20,005.80; Soil Conservation Office, \$17,500.00; Swift County Fair Association, \$17,000.00; Swift County Historical Society, \$16,900.00; US Postal Service, \$4,900.00; University of Minnesota, \$17,107.51; Waste Management of Northern Minnesota, \$9,040.30; and West Payment Center, \$2,911.81. Motion carried unanimously.

Chairman Fox presented plaques to Commissioner Klemm and County Attorney Finke on behalf of the board for their years of service to the County.

Non-Union Group President Brian Thompson along with Scott Collins and Gary Jensen discussed implementation of the Classification and Compensation Study for the Non-Union Group in 2015.

12-31-14-04 Commissioner Hendrickx moved and Commissioner Rudningen seconded to implement the Classification and Compensation Study for the Non-Union Group and approve a resolution titled "Approving and implementing the classification and compensation study for non-union employees". Motion carried unanimously.

The board recessed at 10:13 AM and reconvened at 10:20 AM.

Administrator Pogge-Weaver presented the board with budget revisions for additional appropriations for the Highway Department and allocating funds from Countryside Public Health, Veterans Services, and FEMA funds in the General Fund for the new garage.

12-31-14-05 Commissioner Rudningen moved and Commissioner Peterson seconded to approve the 2014 budget revisions. Motion carried unanimously.

Administrator Pogge-Weaver reviewed and discussed the 2015 Work Plan with the board.

Administrator Pogge-Weaver further presented the board with a resolution to approve moving to a biweekly pay schedule.

12-31-14-06 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the biweekly pay resolution. Motion carried unanimously.

12-31-14-07 Commissioner Rudningen moved and Commissioner Peterson seconded to move to closed session to evaluate the performance of an individual who is subject to its authority pursuant to Minnesota Statutes, Section 13D.03, subdivision 3 for a scheduled annual performance review of County Administrator Michel Pogge-Weaver. Motion carried unanimously.

The regular session recessed to closed session at 10:28 AM.

The meeting reconvened to regular session at 10:59 AM.

It was noted by the Chair that Administrator Pogge-Weaver had a favorable performance review in the closed session.

12-31-14-08 Commissioner Rudningen moved and Commissioner Peterson seconded to approve increasing the Administrator's position salary by 2.5% on January 1, 2015, in line with the non-union group, and moving the Administrator position onto the new Classification and Compensation Study as of his anniversary date as specified in the resolution. Motion carried unanimously.

Chairman Fox adjourned the meeting at 11:00 AM.

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board

SWIFT COUNTY BOARD MINUTES
Record of Executive Session
December 31, 2014

Date convened: Wednesday December 31, 2014

Time Convened: 10:28 AM

Time adjourned: 10:59 AM

Members Present: Commissioners Fox, Hendrickx, Klemm, Peterson, and Rudningen

Members Absent: None

Also Present: County Administrator Michel Pogge-Weaver

Purpose: To evaluate the performance of an individual who is subject to its authority pursuant to Minnesota Statue 13D.03, Subd 3 for a scheduled annual performance review of County Administration Michel Pogge-Weaver

Chairman Fox called the executive session to order at 10:28 AM with all members present as well as County Administrator Mike Pogge-Weaver. The Board reviewed Department Heads' and Commissioners' evaluation forms and gave verbal feedback to Mr. Pogge-Weaver on his performance to date. The review was favorable.

02-04-14-1-ExS Commissioner Klemm moved and Commissioner Hendrickx seconded to adjourn. Motion carried.

Executive Session adjourned at 10:59 AM

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, County Administrator



Request for Board Action

BOARD MEETING DATE:
January 6, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving police officer declarations for purposes of PERA benefits	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The board is required to pass a resolution declaring a position eligible for Police and Fire PERA benefits. The attached resolution will allow the County to apply this benefit for Part-Time deputies without the need to approve the resolution each time a new part-time deputy is hired. The board is requested to approve the attached resolutions.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

RESOLUTION

POLICE OFFICER DECLARATION

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police departments whose position duties meet the requirements stated therein and listed below.

BE IT RESOLVED, That the County Board of Swift County declares that the position titled Part-time Deputy Sheriff meets all of the following Police and Fire membership requirements:

1. Said position requires a license by the Minnesota peace officers standards and training board under sections 626.84 to 626.863 and this employee is so licensed.
2. Said position’s primary (50 percent) duty is to enforce the general criminal laws of the state.
3. Said position charges employees with the prevention and detection of crime.
4. Said position gives employees the full power of arrest, and
5. Said position is assigned to a designated police or sheriff’s department.

BE IT FURTHER RESOLVED, That this governing body hereby requests that employees holding the above named position be accepted as members of the Public Employees Police and Fire Plan effective the date of this resolution.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Pederson ___

STATE OF MINNESOTA

COUNTY OF SWIFT

I, Michel J. Pogge-Weaver, Clerk of the Swift County Board of Commissioners, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 6th day of January, 2015; the original of which is on file in this office. I further certify that _____ members voted in favor of this resolution and that all members were present and voting.

Signed: _____

Date: January 6, 2015



Request for Board Action

BOARD MEETING DATE:
January 6, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving organizational meeting actions.	
AGENDA YOU ARE REQUESTING TIME ON: Organizational Meeting	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: State Statute requires the board to take approved a number of items annually at the first meeting in January
BACKGROUND/JUSTIFICATION: The following resolutions are required to be reviewed and action taken on them annually. They include: <ul style="list-style-type: none"> • Adopt 2015 Committee assignments • Appoint County Coroner • Set 2015 Board Meeting • Set 2015 mileage rate (57.5 cents per mile) • Adopt an Official newspaper • Elected officials to attend annual conferences • Set bounties for pocket gophers and beavers • Allocate the cost of County Attorney to Welfare Fund • Approve corporate signatures for 2015 • Designation of corporate depositories for 2015 • Define employee for Workers Compensation 	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

RESOLUTION

**ADOPTING 2015 BOARD COMMITTEE REPRESENTATIVES,
ADVISORY COMMITTEE REPRESENTATIVES, AND
JOINT DITCH BOARD REPRESENTATIVES**

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the 2015 Board Committee Representatives, Advisory Committee Representatives, and Joint Ditch Board Representatives as listed on Exhibit A is here by approved.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox	___	Hendrickx	___	Pederson	___
Peterson	___	Rudningen	___		

2014 BOARD REPRESENTATION

COMMITTEE/GROUP	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
BOARD COMMITTEES:				
Policy Committee	Peterson Rudningen	As needed	10:30 a.m.	Board Room
Technology Committee	Rudningen	4th Friday	9:00 a.m.	Board Room
Personnel Committee	Hendrickx Rudningen	Mon after 1st Tue	10:00 a.m.	Board Room
Solid Waste Committee	Peterson Fox	As needed	9:00 a.m.	Enivron Ser.
Building Committee	Peterson Klemm	As needed	9:00 a.m.	Board Room
Health Insurace Committee	Hendrickx Rudningen	As needed		
Well-being Committee	Fox Rudningen	As needed		
ADVISORY COMMITTEES:				
Appleton Park Board	Hendrickx			
Revolving Loan Fund	Entire Board			
Extension Committee	Klemm Rudningen	4th Wednesday	Quarterly Jan, April, July, Oct	
RDA/GROW Boards	Klemm Peterson/Alternate	3rd Thursday		DeToy's
Swift County Law Library	Peterson			
Planning Commission	Hendrickx			
Prairie V CAC Board	Peterson	4th Monday	10:00 a.m.	Montevideo
Prairie Lakes Detention Bd	Klemm Rudningen/Alternate	3rd Wednesday	9:00 a.m.	
SCEMO	Klemm Rudningen	bi-monthly		
Swift County DAC Board	Klemm	3rd Wednesday	12:00 Noon	
Swift County Youth Program	Klemm			

2014 BOARD REPRESENTATION

Upper Mn Val Reg Dev Com	Hendrickx	4th Tuesdays	Evenings	
Water Planning Committee	Klemm			
Jobs Training/Private Ind.Co	Fox		Quarterly	
Pioneerland Library System	Pogge-Weaver	3rd Thursday	Quarterly	
Cemetery	Klemm			
Safety	Klemm			
Prairie Country RC & D Bd	Fox			
COMMITTEE/GROUP	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
Historical Society	Peterson	4th Thursday		
Countryside Public Health	Peterson	2nd Wednesday		
West Minn Revolving Loan	Fox			
Swift Falls Park Board	Rudningen			
SW Mental Health Bd	Fox			
RIDES Advisory Council	Peterson			
Region 6W FEMA Board	Peterson		Annually	
Chippewa River Watershed	Fox	3rd Thursday	Monthly	
Pomme de Terre Watershed	Fox	2nd Tuesday		
Hospital Government Group	Klemm	As needed - 2 or 3 times a year		
	Peterson			
Glacial Ridge Trail Scenic	Rudningen	4th Monday		
Woodland Centers	Hendrickx	2nd Tuesday		
	Fox			
HRA Board	Peterson			
Joint Engineer Committee	Peterson			
	Rudningen			
SWCD	Peterson	2nd Thursday		
Restorative Justice	Fox	2nd Tuesday		

2014 BOARD REPRESENTATION

Sheriff's Task Force	Klemm			
	Peterson			
Swift County Benson Hospital	Fox			
C 6 Drug Task Force	Rudningen	Simi-annual		
Prarie Waters Tourism	Hendrickx			
RDA Loan Committee	Peterson			
	Klemm			
6W Corrections	Hendrickx	1st Thursday		
	Peterson			
Radio Board	Rudningen			
	Peterson/Alternate			
Round Table	Hendrickx	1st Wed Odd Months	8:30 AM	
	Klemm			
Nurse Family Partnership	Peterson	Quarterly 2nd Monday		
		1,4,7,10		
Southern Prairie Community Care	Hendrickx	4th Friday		
	Fox Alternate			
SW Cent. Safe Committee Coalition	Entire Board			
MN Public Sector Collabortive	Klemm	Quarterly		

2014 JOINT COUNTY DITCH BOARDS

JOINT COUNTY DITCH BOARDS				
JOINT COUNTY DITCH BOARD	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
JT CO DITCH NO. 2 (S & S)	Hendrickx			
	Fox			
JT CO DITCH NO. 3 (C & S)	Klemm			
	Fox			
JT CO DITCH NO. 4 (S & P)	Peterson			
	Hendrickx			
	Rudningen			
JT CO DITCH NO. 6 (C & S)	Peterson			
	Fox			
JT CO DITCH NO. 8 (C & S)	Fox			
	Rudningen			
JT CO DITCH NO. 9 (S, S, & P)	Rudningen			
	Fox			
JT CO DITCH NO. 18 (S,K, & C)	Fox			
	Klemm			
	Rudningen			
LAT B OF JT CO DITCH NO. 18 (S & C)	Fox			
	Klemm			
	Peterson			
LAT C OF JT CO DITCH NO. 18 (S,K,&C)	Rudningen			
	Peterson			
	Fox			
JT CO DITCH NO. 19 (S & K)	Hendrickx			
	Peterson			
	Rudningen			
JT CO DITCH NO. 21 (S, K, & C)	Hendrickx			
	Peterson			
	Rudningen			
JT CO DITCH NO. 22 (S, K & C)	Hendrickx			
	Rudningen			

RESOLUTION

APPOINTING A COUNTY MEDICAL EXAMINER

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that Dr. A. Quinn Strobl is appointed the Swift County Medical Examiner and may be supported by the Anoka County staff in the Anoka County Medical Examiner’s Office.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Pederson ___

RESOLUTION

2015 SWIFT COUNTY BOARD OF COMMISSIONER’S MEETING SCHEDULE

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the Swift County Board of Commissioner shall hold all meetings in the Swift County Courthouse located at 301 14th St N in Benson Minnesota with its regular meetings being held the 1st Tuesday of each month at 9:00 AM and the 3rd Tuesday of each month at 11:00 am with the following exceptions:

The June 16, 2015 meeting will be moved from 11:00 AM to 5:00 PM for the Board of Equalization
The December 1, 2015 meeting will be moved from 9:00 AM to 4:00 PM for TNT Hearing

BE IT RESOLVED, that the Swift County Board of Commissioner will hold the following special meetings:

End of the year meeting on Thursday, December 31, 2015 at 9:00 AM

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___ Hendrickx ___ Pederson ___
Peterson ___ Rudningen ___

RESOLUTION

ADOPTING A NEW MILEAGE RATE

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the mileage rate as of January 1, 2015 shall be 57.5 cents per mile.

Adopted on a _____ vote by the Swift County Board of County Commissioners
the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Pederson ___

RESOLUTION

ADOPTING 2015 OFFICIAL NEWSPAPER

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the 2015 primary official newspaper for Swift County shall be the Kerkhoven Banner and the secondary official newspaper shall be the Swift County Monitor News.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Pederson ___

RESOLUTION

ELECTED OFFICIALS TO ATTEND ANNUAL CONFERENCES

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the County Treasurer, County Sheriff, County Attorney, and County Commissioners as the County Officials designated to attend the annual conferences for their offices.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Pederson ___

RESOLUTION

ADOPTING 2015 BOUNTIES

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the 2015 bounties are set as follows:

Beaver Bounty

\$75.00 for beavers (in or out of season) in designated ditches only with the approval of the Parks and Drainage Supervisor.

Pocket Gophers Bounty

Pocket gophers bounties shall only be paid to a township. The County will pay \$3.00 per pocket gopher when the total bounty paid by a township is a minimum of \$5.00 per pocket gopher or \$2.00 per pocket gopher when the total bounty paid by a township is less than \$5.00 per pocket gopher.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Pederson ___

RESOLUTION

COUNTY ATTORNEY SERVICES TO HUMAN SERVICES

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the actual cost of the County Attorney services to Human Services shall be charged to the Welfare Fund.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox	___	Hendrickx	___	Pederson	___
Peterson	___	Rudningen	___		

RESOLUTION

2015 CORPORATE SIGNATURES

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the Board Chair _____, County Treasurer Ronald Vadnais, and County Auditor Kimberly Saterbak are the 2015 authorized corporate signatures.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___ Hendrickx ___ Pederson ___
Peterson ___ Rudningen ___

RESOLUTION

DESIGNATION OF DEPOSITORIES FOR 2015

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, by the Swift County Board of Commissioner, that the following are hereby designated as County depositories for the Year of 2015:

- State Bank of Danvers
- Citizens Alliance Bank of Murdock
- Financial Security Bank of Kerkhoven
- First Security Bank of Benson
- CO-OP Credit Union of Montevideo, Inc.
- Prairie Sun Bank - Appleton
- Community Development Bank, FSB - Ogema/Hancock
- Wells Fargo Securities LLC
- Riverwood Bank of Benson
- Franklin Templeton Investments
- Bank of the West – Benson
- Farmers and Merchants State Bank of Appleton

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox	___	Hendrickx	___	Pederson	___
Peterson	___	Rudningen	___		

RESOLUTION

WORKERS' COMPENSATION COVERAGE FOR ELECTED OFFICIALS

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, pursuant to the requirements of Minn. Stat. §176.011, subd. 9 (6), that all officers of Swift County who are elected or appointed to a regular term in office, or to complete the unexpired portion of a regular term, shall be included within the definition of “employee” as that term is defined in Minn. Stat. §176.011 subd. 9 for purposes of coverage under the Workers’ Compensation Laws of the State of Minnesota, and

BE IT FURTHER RESOLVED, that this resolution recognizes that Swift County has in the past included said officials in all Workers’ Compensation reports and audits and that this resolution is intended to meet the statutory requirements and confirm an existing practice, not to establish a new practice.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___ Hendrickx ___ Pederson ___
Peterson ___ Rudningen ___



Request for Board Action

BOARD MEETING DATE:
January 6, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider setting elected officials for 2015 wages.	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: State Statute requires the board annually set elected officials salaries and to set the minimum salary for elected official during general election years.
BACKGROUND/JUSTIFICATION: The attached resolution sets the 2015 salaries for the currently elected County Attorney, County Treasurer, and County Sheriff. For the County Treasurer and County Sheriff, the proposed salary increase includes a 2.5% cost of living increase for both. This follows the COLA for non-union employees. It also places the County Sheriff on the new County Pay Plan following the method used for non-union employees. It also provides the County Treasurer an additional 2.5% increase since his wage is currently below the wage set out in the old county wage table based on his years of service with the County. With the 2.5% catch up increase the County Treasurer is still under what the old County wage table indicates for his position and years of service. The 2015 salaries for the County Sheriff and County Treasurer follow the same implementation method for the new pay plan as the non-union employees. For the County Attorney, the proposal is to place her on the new pay plan at Grade 22, Step 4 based. This placement is based on part due to her years of service as an assistant county attorney. It also sets the minimum salary for individuals newly elected or appointed to the offices of County Attorney, County Treasurer, and County Sheriff for 2015 and beyond.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review prior to meeting	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

RESOLUTION

**ADOPTING 2015 SALARIES FOR CURRENTLY ELECTED OFFICIALS
SETTING 2015 MINIMUM SALARIES FOR NEWLY ELECTED OFFICIALS**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, The County Board shall, in accordance with statutes, annually set the salary of the County elected officials at its first meeting in January.

THEREFORE, BE IT RESOLVED, that the salaries of the currently elected County Attorney, County Treasurer, and County Sheriff be set for 2015, as listed below:

County Attorney \$70,930.08	(Newly Elected Officer)
County Treasurer \$77,513.01	(2014 Salary \$73,778)
County Sheriff \$78,873.60	(2014 Salary \$75,067)

BE IT FURTHER RESOLVED, that the minimum salary for individuals newly elected or appointed to the offices of County Attorney, County Treasurer, and County Sheriff for 2015 and beyond is set as follows:

County Attorney \$4,000	(MN Statutes 388.18)
County Treasurer \$6,000	(MN Statues 385.373)
County Sheriff \$6,000	(MN Statues 387.20)

BE IT FURTHER RESOLVED, that the salaries of the appointed offices of County Auditor, County Assessor, and County Recorder and their assistants, and their clerical staff shall be fixed by the County Board and shall be paid out of the General Fund of the County. The salaries of the County Auditor, County Assessor, and County Recorder are set pursuant to the County Salary Schedule on file in the Administration Office.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox	___	Hendrickx	___	Pederson	___
Peterson	___	Rudningen	___		



Request for Board Action

BOARD MEETING DATE:
January 6, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a 2015 cost of living increase for the County Engineer	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: For 2015, Swift County has set our cost of living increases at 2.5% for non-union employees. In discussions with the Yellow Medicine County Administrator, she has agreed that this can be offered to the Shared County Engineer for 2015.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

RESOLUTION

COUNTY ENGINEER 2015 COST-OF-LIVING INCREASE

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, the County Engineer shall receive the same cost of living and other benefits provided to non-union employees for 2015.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox	___	Hendrickx	___	Pederson	___
Peterson	___	Rudningen	___		



Request for Board Action

BOARD MEETING DATE:
January 6, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a step increase for Wayne Knutson	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: In addition to his 20 years of County Service, Wayne Knutson has been the County Assessor for two years now. In review of his work performance, I am requesting that the board grant Mr. Knutson a step increase to Grade 18, Step 8 on the County's pay plan effective January 11, 2015. Future increased would be effective his anniversary date to the County Assessor position on November 20 th .	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

RESOLUTION

APPROVAL OF A STEP INCREASE FOR WAYNE KNUTSON

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, the Wayne Knutson shall be placed on Grade 18, Step 8 effective January 11, 2015 and will receive future increases as normal on his position anniversary date of November 20th.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Pederson ___



Request for Board Action

BOARD MEETING DATE:
January 6, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Extension	REQUESTOR: Casey Olson	REQUESTOR PHONE: 320-843-3796
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider appointments to the Swift County Extension Committee.	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: State Statute requires a County Extension Committee
BACKGROUND/JUSTIFICATION: Kim Benson, 3 year term; Jess & Tammy Berge, joint 3 year term; Dylan Smith, 2 year youth term; all starting January 2015. Recommendation made by the Swift County Extension Committee at their meeting on October 22, 2014. A county must have an Extension Committee. The committee must have nine members, with the option to also appoint two youth members for a total committee of 11. Two members must be county commissioners appointed by the county board. The county auditor or the auditor's designee must be a member. Six adult members must be appointed at large by the county board.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? n/a	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Review and take an action
COMMENTS: n/a	COMMENTS: n/a

RESOLUTION

**MAKING APPOINTMENTS TO THE
SWIFT COUNTY EXTENSION COMMITTEE**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, there are vacancies on the Swift County Extension Committee.

NOW, THEREFORE, BE IT RESOLVED, that the following individual is appointed the Swift County Extension Committee for terms as listed below:

<u>Individual</u>	<u>Term Expiration</u>
Kim Benson	12/31/2017
Jess & Tammy Berge	12/31/2017
Dylan Smith	12/31/2016

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox	___	Hendrickx	___	Pederson	___
Peterson	___	Rudningen	___		

SWIFT COUNTY EXTENSION OFFICE

2014 Extension Committee Members

<u>Adult Members</u>	<u>Term Ends</u>	<u>District</u>
Natalie Koosmann	December 31, 2014	4
Jedd Wennerberg	December 31, 2014	5
Matt Mattheisen	December 31, 2015	3
Kevin Voorhees	December 31, 2015	4
Polly Johnson	December 31, 2016	2
Laura Perry	December 31, 2016	1

<u>Youth Members</u>	<u>Term Ends</u>	<u>District</u>
Elizabeth Wilts	December 31, 2014	5
Nick Turnquist	December 31, 2015	5

<u>Commissioners</u>	<u>Term Ends</u>	<u>District</u>
Gary Klemm	Elected Annually	2
Eric Rudningen	Elected Annually	5
Kim Saterbak, Auditor	No Term End Date	2



Request for Board Action

BOARD MEETING DATE:
January 6, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Kim Saterbak	REQUESTOR PHONE: 320-843-4069
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Receive and review tax forfeiture sale information	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Attached is the list of tax forfeiture property with their estimated appraised sale value and special assessments. These properties will be held for sale on the 19 th of March 2015.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Review and discuss
COMMENTS: n/a	COMMENTS: None

Notice
State of Minnesota
County of Swift

NOTICE IS HEREBY GIVEN, That I shall sell to the highest bidder (but not less than the appraised value) at my office in the Courthouse in the City of Benson, in the County of Swift, the following described parcels of land forfeited to the State for non-payment of taxes which have been classified and appraised by law: Said sale will be governed as to forms, by the resolution of the County Board authorizing the same, and shall commence at 9:00 a.m. on the 19th day of March 2015.

DESCRIPTION

					Appraised	Special
	Subdivision	Parcel No.	Description	Blk/Twp	Value	Assessments
	Appleton Township					
		01-0126-000	Part SE1/4 of SW1/4, Beg at the SE corner of SW1/4, then W 183 FT, then N to R-O-W of BN RY, then NEly to a point N of beg., then S to Beg.	15-120-43	\$ 75,000.00	\$ 190.00
	Benson Township					
		02-0141-000	Pt NE1/4 of NE1/4 BEG at the NW corner of the NE 1/4 of NE 1/4; then S 630 ft then E 550 FT which is the pt of Beg; Then E 172.5 FT Then N 630 FT Then W 172.5 FT Then S 630 FT to the PT of Beg.	27-122-39	\$ 3,000.00	\$ -
	Kildare Township					
		12-0064-000	Pt SW1/4 of SW1/4 Beg 130 FT E of the SW Cor of the SW1/4; Then E 270 FT; Then N 860 FT; Then W 270 FT; Then S 860 FT to Beg.	12-121-38	\$ 45,300.00	\$ 120.00
	Moyer Township					
		14-0080-000	Beg 24 RODS SO of NW Cor of the SW1/4 of SW1/4, Then SO 21 Rods, EAST 37 Rods, NO 29 Rods, West 8.5 Rods, SO 8 Rods and West 28.5 Rods To PT of Beg.	15-121-42	\$ 36,450.00	\$ 207.50
	City of Appleton					
	Robinson's 2nd Addition	22-0078-000	North 25 feet of South 53 feet of Lots 13 and 14 and West 20 feet of North 25 feet of South 53 feet of Lot 15, Block 12, Robinson's 2nd Addition, City of Appleton	12	\$ 1,000.00	\$ 400.00
	Robinson's 2nd Addition	22-0083-000	Lot 18, Block 12 Robinson's 2nd Addition, City of Appleton	12	\$ 1,000.00	\$ 52.00
	Robinson's 2nd Addition	22-0093-000	N 25 FT of S 50 FT Lots 37 Thru 40 Blk 13, Robinson's 2nd Addition, City of Appleton	13	\$ 1,000.00	\$ -
	Robinson's 2nd Addition	22-0102-000	Lot 6 Blk 14, Robinson's 2nd Addition, City of Appleton	14	\$ 10,350.00	\$ 166.73
	Robinson's 3rd Addition	22-0132-000	Lot 16, Block 11, Robinson's 3rd Addition, City of Appleton	11	\$ 1,000.00	\$ 383.00
	Robinson's 4th Addition	22-0159-000	Lots 21 and 22, Block 11, Robinson's 4th Addition, City of Appleton	11	\$ 1,000.00	\$ 70.00
	Robinson's 4th Addition	22-0200-000	N 62 FT of Lots 19-22 Blk 23, Robinson's 4th Addition, City of Appleton	23	\$ -	\$ 255.00
	H & D Addition	22-0280-000	Lot 12 and West 40 feet of Lot 9, Block2, H & D Addition, City of Appleton	2	\$ 1,000.00	\$ 8,111.95
	H & D Addition	22-0284-000	North 50 feet of Lts 2,3, & 6 Blk 2: H & D Addition, City of Appleton	2	\$ 1,000.00	\$ 1,415.84
	H & D Addition	22-0291-000	North 118 feet of the West 30 feet of Lot 11, Block 3 and E 1/2 of vacated street, 40 feet x 118 ft, H & D Addition, City of Appleton	3	\$ 1,000.00	\$ 2,700.00
	H & D Addition	22-0297-100	North 118 feet of Lot 2 and 3, Block 4, South & East of RR, H & D Addition, City of Appleton	4	\$ 1,000.00	\$ -
	H & D Addition	22-0298-000	South 65.5 feet of Lots 1 & 4, Block 5; H & D Addition, City of Appleton	5	\$ 1,000.00	\$ 5,335.52
	H & D Addition	22-0361-000	East 100 Feet of Lot 8, Blk 13; Lots 9 & 10, Block 13, H & D Addition, City of Appleton	13	\$ 1,000.00	\$ 2,585.54
	Severeance 5th Addition	22-0555-000	Lots 13 & 14 Blk 13, Severeance 5th Addition, City of Appleton	13	\$ 12,500.00	\$ 3,378.07
	Appleton Heights Addition	22-0595-000	Lots 1 Thru 3 Blk 3, Appleton Heights Addition, City of Appleton	3	\$ 15,975.00	\$ 2,269.43
	Robinson's 2nd Addition	22-0831-000	Part of E 1/2 of SW 1/4 Acre Lots. Beginning at a point 70 feet East of the NE corner of Lot 17, Blk 11, Robinson's 2nd Add, then South 100 feet, then East 175 feet, then South 60 feet, then West 175 feet, then North 60 feet to pt of beginning. Section 14- Township 120- Range 43, City of Appleton	14-120-43	\$ 1,000.00	\$ 2,657.26
	Robinson's 4th Addition	22-0842-000	Part E1/2 of SW1/4, beginning at a point 87 feet North of a point 70 feet East of the SE corner of Blk 16, Robinson's 4th Add. Then East 143 feet, then North at right angles to last described line 34 feet, then East 32 feet, then North 41 feet, then West 175 feet, then South 75 feet to pt of beg.	14-120-43	\$ 1,000.00	\$ 2,904.85

Subdivision	Parcel No.	Description	Blk/Twp	Appraised Value	Special Assessments
City of Benson					
Original Town	23-0041-000	Lots 19,20, & 21, Block 7; and South 11 feet of Lot 22, block 7 Original Town, City of Benson	7	\$ 1,000.00	\$ 15,496.04
Arthur Thornton Addition	23-0323-000	Lots 8, 9 & 10 Blk 51, Arthur Thornton Addition, City of Benson	51	\$ 24,000.00	\$ 207.50
Second Park Place	23-1057-000	S 75 Ft Lot 6 Block 8, Second Park Place, City of Benson	8	\$ 1,000.00	\$ 502.72
	23-1447-075	Pt NE 1/4 -NE 1/4 com at E Qtr cor of Sec 8, then N 01 Deg 29 Min 35 Sec W 1318.22 ft to S line of NE 1/4 - NE 1/4, Then N 89 Deg 52 Min 54 Sec W 700 FT to point A, then S, 218.30 FT, then N 01 Deg 02 Min 24 Sec W 335 ft, then N 45 Deg 31 Min 49 Sec W 321.80 ft, then N 89 Deg 52 min 54 Sec W 134.99 Ft to E Line of W 50 Ft of said NE 1/4 - NE 1/4, then N 01 Deg 02 Min 24 Sec W 695.91 Ft to SWLY R-O-W to TWP Rd, said Pt being Pt of Beg, then S 68 Deg 04 Min 04 SEC E 619.77 FT to Line Bearing N 01 Deg 29 Min 35 Sec W from Aforesaid PT A, then N 01 Deg 29 Min 35 Sec W 32.24 Ft, Then S 69 Deg 44 Min 29 Sec E 753.36 Ft to Aforesaid E line of Sec 8, then N 01 Deg 29 Min 35 Sec W 15.71 Ft to SWLY R-O-W of BNRR, then N 68 Deg 04 Min 04 Sec W 1353.20 FT to N Line of NE1/4-NE1/4, then N 89 Deg 53 Min 32 Sec W 24.44 FT to pt of Beg.	08-121-39	\$ 500.00	\$ 300.96
City of Clontarf					
	24-0039-000	Lots 1 & 2 Blk 22; E 25 FT Lot 3 Blk 22, City of Clontarf	22	\$ 500.00	\$ 6,718.82
City of Kerkhoven					
	28-0368-000	PT NE1/4-NE1/4 Comm at the E 1/4 Cor of Sec 21, Then N 1246.67 FT, Then NWLY at an ANG with said Sec Line of 60 Deg W 537 FT to Pt of Beg, Then NELY 410 FT, Then NWLY 362 FT to Centerline of RD, Then SWLY along Centerline to Intersection with the N side of Grant Ave, Then SELY 488 FT to PT of Beg EXC that PT Beg at the Intersection of Centerline of HWY 6 and Grant Ave, Then SELY 100 FT, Then NELY 100 FT, Then NWLY 100 FT to a PT 100 FT NELY of PT of BEG, Then SWLY 100 FT to PT of BEG and also that PT of NE 1/4-NE1/4 Comm at the Sec COR of NE1/4, Then N 1246.67 FT, Then NWLY 537 FT on a Heading of N 59 DEG 46 MIN W, Then NELY 410 FT on Heading of 30 DEG 14 MIN E, Then NWLY 362 FT on Heading of N 59 DEG 46 MIN W to PT of Beg, Then S 47 DEG 19 MIN W 328.90 FT, Then N 59 DEG 46 MIN W 98.25 FT, Then N 38 DEG 19 MIN E 317.95 FT, Then S 59 DEG 46 MIN E 153.55 FT then PT of Beg. Kerkhoven Acre Lots.	21-120-37	\$ 69,000.00	\$ 406.80

RESOLUTION

IT IS HEREBY RESOLVED, That all the above and within described non-conservation lands may be sold as follows: At not less than the appraised value thereof, payable as follows, to wit: for cash.

Dated December 24, 2014

The County Board of Swift County, Minnesota, by Joe Fox, Chairman

ATTEST:

Kimberly Saterbak
Swift County Auditor

Given under my hand and seal this 24th day of December, 2014.

Kimberly Saterbak
County Auditor
Swift County, Minnesota



Request for Board Action

BOARD MEETING DATE:
January 6, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving AMC policy committee appointments and delegate appointments	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The County is allowed to have on appointment on each policy committee and 8 total delegates to the full body. Our policy committee appointments are as follows: Environment & Natural Resources Policy Committee, Joe Fox; General Government Policy Committee, Pete Peterson; Health & Human Services Policy Committee, Gary Hendrickx; Public Safety Policy Committee, Gary Klemm; and Transportation & Infrastructure Policy Committee, Eric Rudningen. Our current delegates are as follows: Joe Fox, Gary Hendrickx, Pete Peterson, Eric Rudningen, Andy Sander, Deanna Steckman, Scott Collins, and Mike Pogge-Weaver.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? n/a	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Review and take an action
COMMENTS: n/a	COMMENTS: n/a

RESOLUTION

**APPOINTING SWIFT COUNTY DELEGATES AND
POLICY COMMITTEE APPOINTMENT FOR AMC**

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the following individuals are selected as for the following AMC policy committee appointments:

Environment & Natural Resources Policy Committee	Joe Fox
General Government Policy Committee	Pete Peterson
Health & Human Services Policy Committee	Gary Hendrickx
Public Safety Policy Committee	Gary Klemm
Transportation & Infrastructure Policy Committee	Eric Rudningen

BE IT RESOLVED, that the following individuals are selected as voting delegates to AMC:

Joe Fox, Swift County Commissioner
 Gary Hendrickx, Swift County Commissioner
 Pete Peterson, Swift County Commissioner
 Eric Rudningen, Swift County Commissioner
 Andy Sander, Swift County Engineer
 Deanna Steckman, Swift County CSSA Director
 Scott Collins, Environmental Services Director
 Mike Pogge-Weaver, Swift County Administrator

We can appoint up to 8 individuals. Former Commissioner Klemm was not one of the appointed delegates. One staff member would need to be dropped to add Commissioner Pederson.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of January 2015.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel J. Pogge-Weaver
County Administrator and Clerk of the Board

Fox	___	Hendrickx	___	Pederson	___
Peterson	___	Rudningen	___		



Request for Board Action

BOARD MEETING DATE:
January 6, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the Swift County Strategic Plan	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Attached is the proposed Swift County Strategic Plan. This was accepted by the Board at the December 16th meeting. Revisions were made on comments received from participants that worked in developing the plan and were incorporated in the attached final draft. The next steps are underway with each of the "Strategic Direction" teams already scheduling meeting to kick on the discussion and plan their activities over the next 12 months. The goal at this point is to get an initial "charter" or work plan to the board for your January 20th meeting.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? The board accepted the draft plan at their December 16th meeting	

Budget Information

FUNDING: n/a

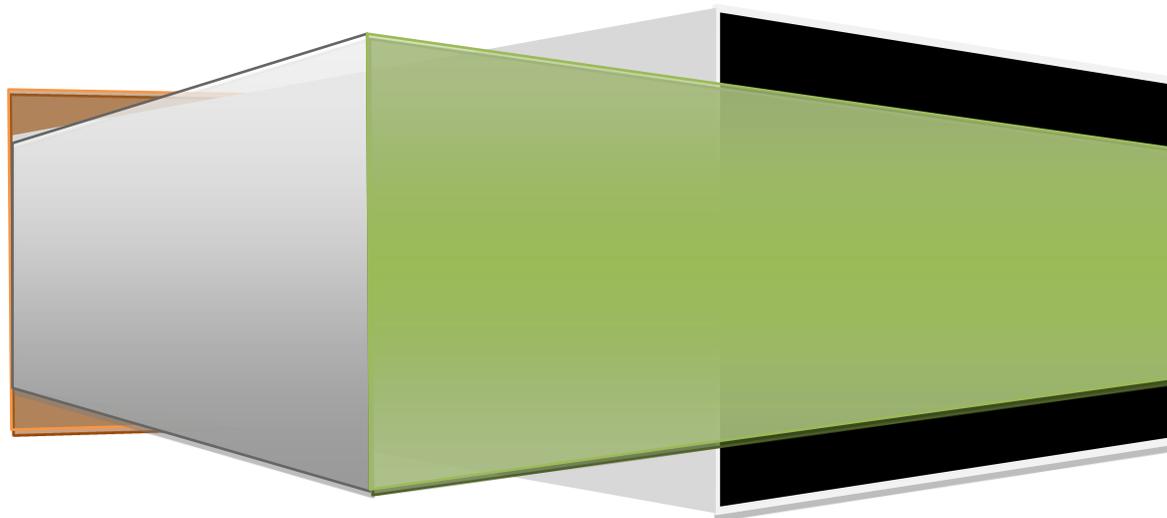
Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a

Strategic Planning Report

Swift County, MN

Facilitated by Dr. Richard Fursman and Irina Fursman



Session Participants

County Commissioners:

Edward Pederson
Eric Rudningen
Gary Hendrickx
Gary Klemm
Joe Fox
Pete Peterson

County Employees

Amanda Ness
Andy Sander
Bill McGeary
Deanna Steckman
Jacquie Larson
John Holtz
Kim Saterbak
Lorri Pederson
Mary Amundson
Mike Johnson
Mike Pogge-Weaver
Rob Lee
Ron Vadnais
Scott Collins
Wayne Knutson
Whitney Tofte

Guests/Stakeholders

Amber Molden
Chad Syltie
Dawn Hegland
Frank Lawatsch
Jen Frost
Lacy Joyce
Liz Auch
Midge Christianson
Ranae Tostenson
Rob Wolfington
Roman Fidler
Vicki Syverson

Overarching Objective: Position Swift County for the desired future through stakeholder engagement, organizational capacity building and strategic implementation of change initiatives



Expectations for the planning retreat:

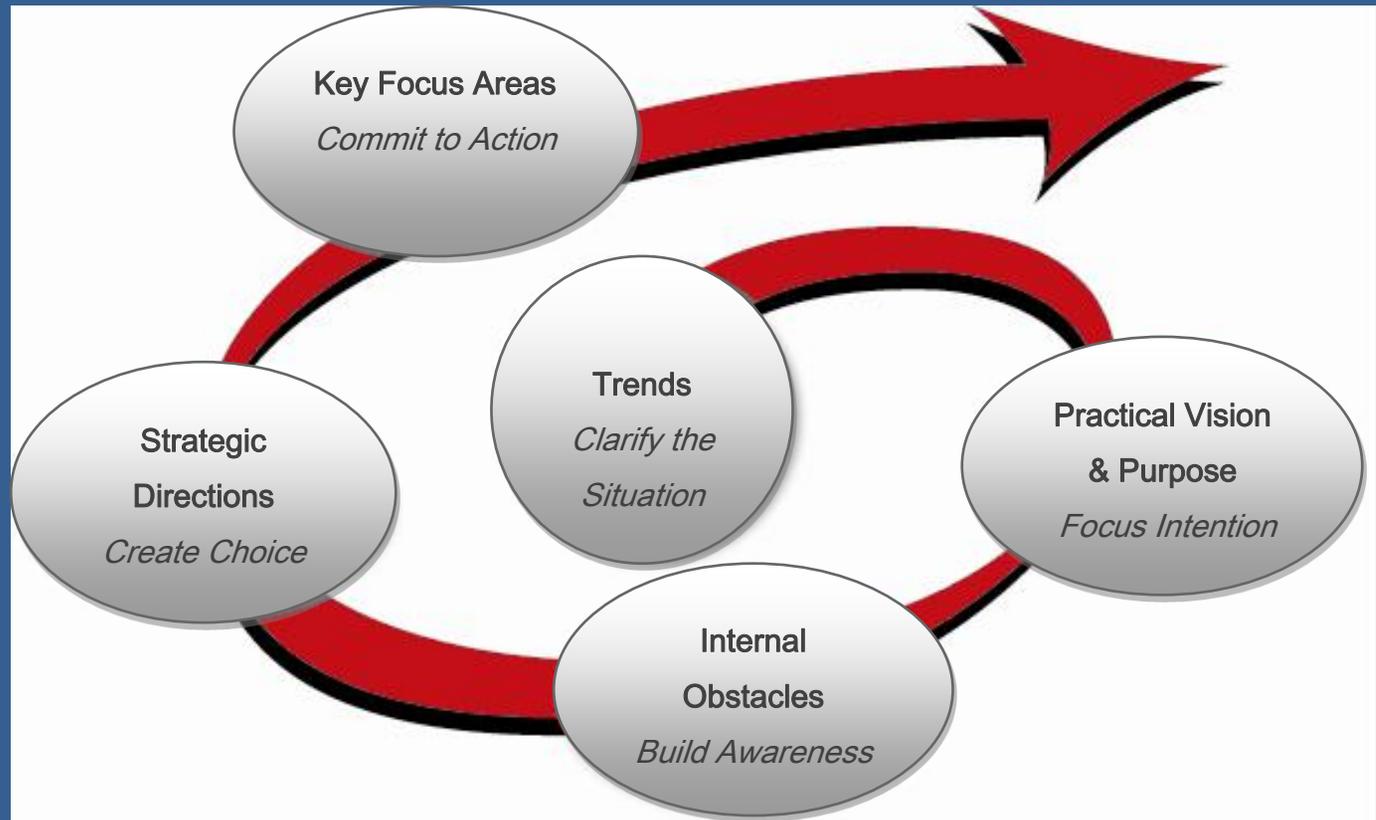
*Ways to make change • Respectful interactions • Understand various points of view
Strengthening what we have • Emphasis on quality services • Listen more than you speak
Ask for clarification, do not assume • Education and understanding*

Planning Focus:

What collectively needs to happen to prepare and move Swift County successfully into the future?

Desired Outcomes:

- ⌘ Shared understanding of our environment (larger context) in which we exist
- ⌘ Unifying vision of the future and where we want to be
- ⌘ Common understanding of our reality and what needs to change
- ⌘ Clear direction of where we are going and what needs to happen to accomplish that
- ⌘ Select key priorities to help launch us in that direction



Strategic Planning Process Overview:

- I. Assessing the External Environment – the external trends that impact us directly or indirectly
- II. Mapping out the Practical Vision – the shared picture of the desired future, clarified purpose and need for change
- III. Analyzing the Internal Obstacles – the underlying obstacles or issues preventing realization of the vision
- IV. Setting the Strategic Direction – the proposed actions to deal with the contradictions and move towards the vision
- V. Identifying Key Focus Areas – the key strategic priorities to launch the County in the selected direction

Friday, December 5th: Part I & II

- **Assessing our External Environment and Trends**

Building shared awareness about our current situation, external environment, and various dynamics as we embark on a journey of creating a county vision and strategies that will be impacted by the new technologies, events, government mandates, changes in agricultural industry and the ever-changing World.

- **Developing our Practical Vision and Clarifying Purpose:**

The practical vision of the organization/community is held in part by all of its members. Consequently, the breadth of a group's vision is hidden from each member individually until it is called forth and objectified in the workshop setting. This segment will be the time to express our fondest hopes and dreams for the County.

Saturday, December 6th : Session III, IV & V

- **Discerning the Internal Obstacles**

Upon the development of a practical vision, the real obstacles facing the organization will become apparent. As the group considers the entire range of issues to be faced in the pursuit of its vision, the root causes of obstacles can be uncovered and objectified for sober consideration.

- **Identifying the Strategic Intentions**

In this section, you will be asked to think strategically. Team will be asked to describe actions that will deal with the obstacles and enable the realization of the vision. The actions will be combined into action arenas that will achieve economy of effort with high impact results.

- **Selecting Key Focus Areas**

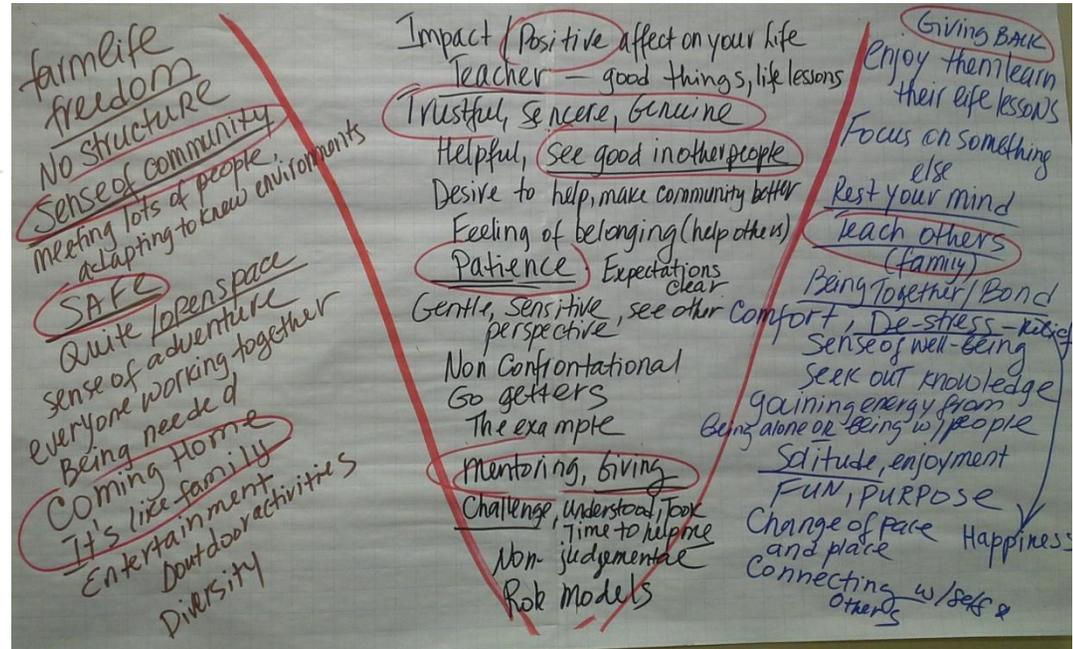
The effective implementation of any plan depends upon clarifying directions, aligning resources, designating leadership roles and responsibilities and building team trust and support. This is the time for making choices and selecting 3-5 "doable" priorities that will launch this effort. If time permits, teams will be formed to help flush out the details and establish communication plan and a regular check-in practice with all the stakeholders.

Strategic Planning Agenda

Friday AM		Friday PM		Saturday AM		Saturday PM	
9:00	STRATEGIC PLANNING OVERVIEW: “What should we expect from the retreat, how should we participate, and what is the strategic planning anyway?”	1:00	PRACTICAL VISION: “What do we want to see in place in five years as a result of our collective action?”	9:00	IDENTIFYING OBSTACLES: “What do we see as inhibiting or blocking us from moving towards our vision?”	1:00	STRATEGIC DIRECTIONS: “What innovative, substantial actions can we take to respond to the emerging trends, address the underlying contradictions and move us toward our vision?”
9:30	INTRODUCTIONS AND VALUES: “Who we are, what we value and what do we have in common?”		PURPOSE & CASE FOR CHANGE		DISCERNING UNDERLYING CONTRADICTIONS:		KEY FOCUS AREAS:
10:45	ENVIRONMENTAL SCAN: “Who we are today and how are we changing in the context of our environment?”	3:15	“What is our collective purpose and what is the need for change?”	10:45	“What is the Block, How does it Block, and What does it Block?”	3:15	“Where should we focus our attention in the next two years?”
12:00	Lunch	5:00	Adjourn	12:00	Lunch	5:00	Adjourn

VALUES AND ASPIRATIONS: WHO WE ARE AND WHAT WE VALUE

Sense of Community
Sense of Community
Safe Community
Sense of Home, Family
Giving Back
Trustfulness
Patience
Mentorship
Sincerity
Seeing good in other people
Seeing good in other people



ENVIRONMENTAL SCAN: HISTORICAL OVERVIEW

Intent: Reviewing the past to prepare for the future. To enable a group to reflect on their journey over a period of time, what has shaped that journey and what has brought them to their current position. Reflection and discussion generated some insights and ideas as to how this might inform us in the planning process. List of external trends was created.

Time Period	ISOLATED 1960 - 1970	UPHEAVAL 1980 - 1990	GLOBAL AWAKENING 2000 - 2005	UNCERTAINTY 2010 - 2015	2020
Global / National	<ul style="list-style-type: none"> Vietnam War Watergate (political distrust) Space Race Kennedy Gas shortage Wars Refugees 	<ul style="list-style-type: none"> High interest rates (slow economy) Farm Crisis Berlin Wall down Challenger Explosion Y2K Computers Technology Internet Cell Phones Russian Government nuclear disarmament Farm Crisis Minnesota Miracle – state fiscal change Metrodome Mall of America Target Center Economic Downturn - political unrest Jesse Ventura Bank Closing Commodities prices collapse Farm crisis + impact Population decrease Solid Waste Tiling / Irrigation 	<ul style="list-style-type: none"> 911 / Recession Terrorism No child left behind Smart phones Death of “good” country music Recession Middle East Uprising Loss of MN Miracle (equalizing policy) Dru Sjodin sex offender predatory crime registration LGA shift (State \$ shift back to local responsibility) N.G. Deployment Build up of industry Brain drain continues GMO Seeds Entitlement Ethanol / Fibro Minn Government actively involved in ED Declining population Creation of LqPV School District Moving my family back home Family growth Graduated from College Got Married and Started a family Technology 	<ul style="list-style-type: none"> Middle East Oil Boom Global Economy Health Care Reform Growing distrust of government (riots, etc.) Water rights and use Farm Boom New Vikings Stadium Lack of qualified labor Growing class / economic gap Age of population & Workforce – Older Technology comes to Swift Drug use + crime increase = cost increase Prison Close Land Value – rapid growth Leadership Changes Decline in Population Economic Development Given my current job with Swift county Restoring Co Admin Position Pictrometry GIS My first professional job w/SC Human Services 	<ul style="list-style-type: none"> 1st Woman President Wars Continue Global Extremism Vikings win Super Bowl Infrastructure Aging Communities Using Technology Population County Retirements
State of MN	<ul style="list-style-type: none"> Southdale Mall Vikings go to the Super Bowl School Consolidation Herbicides Snow/Ice Storms 				
Swift County					
Organization / Personal	<ul style="list-style-type: none"> Drafted – Vietnam Conflict Graduated from HS Watching 3 older brothers go to Vietnam + realization how important Freedom and Family is Judge took interest in my juvenile case Radio’s Education Adoption Single Parent 	<ul style="list-style-type: none"> Fall of Berlin Wall inspired Public Administration Career Marriage to local person w/business in community Computer /internet Teaching in TX on the Mexican border Family – Elderly Leadership Quit milking – went to real job End of “cold war” Marriage / Family Retirement Quit farming/went back to school for my profession Moved back to area – hired by 6WCC 			

ENVIRONMENTAL SCAN: TRENDS

External Trends

- ❖ Population Demographic (aging, diverse- not from here)
- ❖ Population Decrease
- ❖ Education (different skill)
- ❖ Young Families Expectations (child care / education)
- ❖ Housing (affordable / adequate)
- ❖ Energy (alternative, price, power companies, transmission lines)
- ❖ Infrastructure (use and capacity)
- ❖ State and local attention and support for recreation
- ❖ Need for activities in town/county
- ❖ Health Care (expansions)
- ❖ Technology (on-line services, opportunities to do business, connect with the World)
- ❖ Jobs – growing demand
- ❖ Telecommuting
- ❖ Not enough “professional” level jobs
- ❖ Legalization of Marijuana
- ❖ National Gov’t Expectations Balance

Trends were identified and analyzed using Mind Mapping approach to ensure all aspects of the society are addressed: Political, Economic, Social, and Environmental.

Technology plays a key role in each aspect. Other most prominent trends are related to demographics (aging population and younger population is being encouraged to seek better life elsewhere), commuter mentality (young and old are equally seeking comforts and opportunities elsewhere), education (quality and opportunities), criminal justice (information integration and police relationships with the community), Ag trending down possibly increasing commercial / residential tax share , Energy (lower cost and variety of alternatives), Housing (limited options and aging stock), State Mandates (continue to increase and underfunded), Local politicians are younger and ready to serve.



PRACTICAL VISION: FOCUSING OUR INTENTIONS

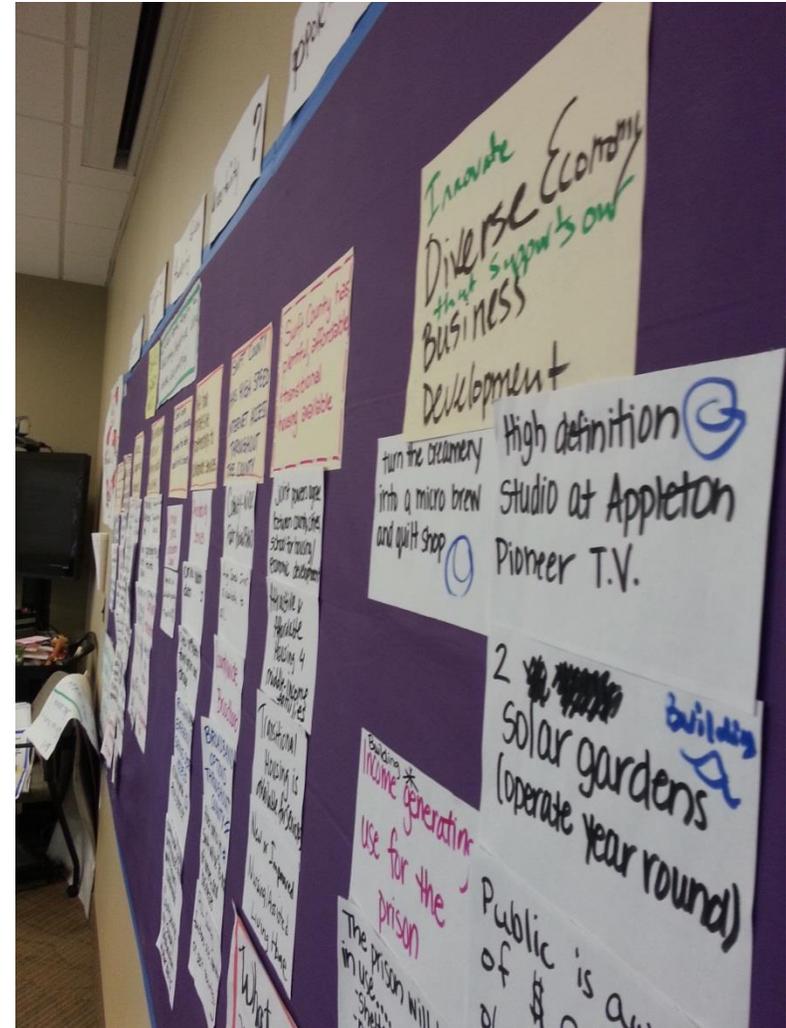
The vision of an organization is held in part by all of its members. This workshop brought these together to create a shared picture of the future. The practical vision is the responsive statement(s) of hope within the given environment. It provides a sense of the destination of the effort. It tells us where we are going, what the accomplishments, outcomes, changes and results are that we are seeking by our efforts.

Swift County is a Leader in the Region as a Welcoming, Progressive Area to Work, Live, and Play

As demonstrated by...

- ❖ Diverse Supported Workforce
- ❖ Transportation Needs are met for People, Products, and Utilities
- ❖ Well-Staffed Quality Health Care in an Innovative and Caring Setting
- ❖ Peaceful Recreational Paradise
- ❖ Proactive Collaboration to Ensure the Safety Needs of All Citizens
- ❖ Progressive Partnerships to Collaborate on Services
- ❖ Plentiful, Affordable and Transitional Housing Available
- ❖ High Speed Internet Access through the County
- ❖ Diverse Local Economy with Innovative Business Development

The chart on the following page holds the back-up brainstorm data generated by participants as well as the above consensus statements



WHAT DO WE WANT TO SEE IN PLACE IN 5 YEARS FROM NOW?

Diverse Supported Workforce	Transportation Needs are met for People, Products, and Utilities	Well-Staffed Quality Health Care in an Innovative and Caring Setting	Peaceful Recreational Paradise	Proactive Collaboration to Ensure the Safety Needs of All Citizens	Progressive Partnerships to Collaborate on Services	Plentiful, Affordable and Transitional Housing Available	High Speed Internet Access through the County	Diverse Local Economy with Innovative Business Development
<ul style="list-style-type: none"> - Career Tech class aligned with Biz needs - Quality day care centers - Positive open enrollment for SC schools - Incentivize business development linked to fallen enrollment - Schools have the ability to do on-line schooling on snow days - County wide graduation - Coordinated internship programs - SC has a high participation wellness program - 8 years of foreign language in schools - Succession planning in county - Daycare center in Benson / Degraff - Career/business mentoring - "Alumni" office - Offer skill building classes for bread winners 	<ul style="list-style-type: none"> - County wide data sharing system - Network of 10 ton roads (30 miles of roads) - Network of 10-Ton roads - Hwy 6 Concrete 10 ton - 10-ton roads are done, maintained - Appleton as transportation hub - Commuter rail group - Transit – county wide transportation - Passenger rail to metro - Transportation service 	<ul style="list-style-type: none"> - 5 MDs in Benson and 3 MDs in Appleton - Local I.C.U level coverage - Benson and Appleton clinic / hospital coordinated services 	<ul style="list-style-type: none"> - Buffalo Lake rehabbed and used for recreation - OHV park doubled in size - Investment in recreational opportunities (parks) 	<ul style="list-style-type: none"> - Criminal Justice Coordinating Council - Agencies are coordinating proactively to impact the 85% 	<ul style="list-style-type: none"> - Prioritizing Services - Online valuation data - System for irrigation and draining - Re-examine emergency services system - County wide fire district - County wide ambulance + fire service with tertiary coordination - County services are shared / collaboration with other gov'ts 	<ul style="list-style-type: none"> - Joint powers agreement between county, cities, school for housing / economic development - Attractive and affordable housing for middle-income families - Transitional housing is available for seniors - New or improved housing / assisted living homes 	<ul style="list-style-type: none"> - County-wide fiber broad band - High speed internet is available to all - County-wide Broadband - Broadband options throughout county - Fiber optics in Swift will be in 75-100% of homes and businesses - All county functions are operating on best technology 	<ul style="list-style-type: none"> - High definition studio at Appleton Pioneer TV - Turn the creamery into micro-brew and quilt shop - 2 solar gardens (operate year round) - Income generating use for the prison - Public is aware of \$ costs of county interaction - LEC & Admin buildings are upgraded and functional - The prison will be in use: shelter, data center, mental health, marijuana



INTERNAL OBSTACLES: BUILDING AWARENESS

The current realities facing an organization and community become manifest when placed under the light of a practical vision. Without a vision, problems and anxieties are relegated to "lists of things to do" or are explained away as personal conflicts. As we consider the range of its issues together, root causes can be uncovered and objectified for sober consideration and proposed actions.

Participants listed the underlying obstacles in relation to their practical vision. These included:

- ❖ Absent, Uncoordinated Message Undermines Our Success
- ❖ Uncoordinated Vision Impedes Progress
- ❖ Fear of Unknown Prevents Our Ability to Adapt, Change and Grow
- ❖ Inability to Attract Qualified Workers for Future Openings Undermines Our Capacity to Provide Quality Services
- ❖ Unrealized Public/Private Investments Inhibit Ability to Accommodate our Growth, Attract People, Workers, Investors
- ❖ Inflexible Silos / Desire to Control Creates Redundancy, Impacts Quality and Outcomes
- ❖ Our Religious, Ethnic Bias is Hindering Being Welcoming Growing Community



What do we see as inhibiting or blocking us from moving towards our vision?

Unrealized Public/Private Investments Inhibit Ability to Accommodate our Growth, Attract People, Workers, Investors	Fear of Unknown Prevents Our Ability to Adapt, Change and Grow	Inflexible Silos / Desire to Control Creates Redundancy, Impacts Quality and Outcomes	Uncoordinated Vision Impedes Progress	Absent, Uncoordinated Message Undermines Our Success	Our Religious, Ethnic Bias is Hindering Being Welcoming Growing Community	Inability to Attract Qualified Workers for Future Openings Undermines Our Capacity to Provide Quality Services
<ul style="list-style-type: none"> - Rapid changes in technology, mandate information keep us behind - Constricted / limited real estate/facilities - Population spacing prevents private investment in technology - Misaligned resources to affect needs - Inaccessible resources for quick and universal access 	<ul style="list-style-type: none"> - Scared of failure - Reluctant to change - Debilitating fear - Deliberate misinformation - Neglected technology upgrades slows down work and hurts image - Fear of conflict freezes creativity - "things are just fine the way they are" attitude 	<ul style="list-style-type: none"> - Long standing territories (turf issues) - Uncoordinated activities that promote our resources - Isolated thinking - Narrow data privacy laws - Mistrust - Silos in place that prescribe work kill innovation - Outdated org structures create inefficiencies 	<ul style="list-style-type: none"> - Unproductive, feeling defeated - No forward thinking - Fragmented, unclear vision - Changing , unreliable direction - Sporadic participation of citizens - Overlapping and conflicting priorities 	<ul style="list-style-type: none"> - Uncoordinated messaging - Ineffective communication (internal and external) - Misunderstand and devalue the county's role - Communication breakdown - Uncoordinated marketing program - restrictive and misunderstood CJ services 	<ul style="list-style-type: none"> - Unbalanced Population - Fear of "other" / outsiders - Inflexibility toward diversity - Religious, Ethnic bias are preventing new arrivals from feeling welcomed 	<ul style="list-style-type: none"> - No quality workers; slow to change - Unrealistic expectations of housing prices - We don't know what the Doc's need/want



STRATEGIC DIRECTION: POSITIONING SWIFT COUNTY

Market - Promote County

- Start Swift County "alumni" board
- Recruitment plan
- Effective marketing of county (tell our story)
- Alumni newsletter for 40 and younger
- Develop Intern program through Community Ed
- Promote events that highlight our non-Ag related resources

Economic and Community Development

- Multiple Shareholder collaboration to bring in 16-20 transitional housing units
- Work with investors to seek and secure workforce
- Evening and weekend transportation
- Review options on business incubator / center for startups

Infrastructure Plan

- Build infrastructure (roads, facilities, technology)
- Prioritize major county transportation arteries
- Adopt County CIP in 2015 (Develop/Review Capital Improvement Plan)
- Develop Public/Private Partnership to bring high speed internet to the entire county

Team:

- Rob Lee
- Pete Peterson
- Wayne Knutson
- Mike Johnson
- Joe Fox
- Dawn Hegland
- Andy Sander

CO-LEADERS:

Jen Frost
Vicki Syverson

STRATEGIC DIRECTION: ENHANCING THE ORGANIZATION

Initiate County Redesign

- Restructure Co. Flowchart to re-team
- Create shared position PIO/CV
- Create Planning Department
- CJ Taskforce to address heavy users
- Contract out for key skills
- Evaluate Current Model
- Breakdown internal silos, then work together to tackle external silos
- Current workers and public need to feel valued (acknowledge)

Launch Communications Plan

- Televis County Board Meetings
- Share info between county departments
- Ongoing , consistent communications plan to all stakeholders
- Rehab County Courthouse
- Develop Messaging process and plan for internal / external communications

Team:

- *Scott Collins*
- *Amanda Ness*
- *Eric Rudningen*
- *Ron Vadnais*
- *Mary Amundson*
- *Mike Pogge-Weaver*
- *Amber Molden*
- *Midge Christianson*
- *Whitney Tofte*
- *Kim Saterbak*

CO-LEADERS:

Lorri Pederson
John Holtz

STRATEGIC DIRECTION: LAUNCHING STRATEGIC PLAN

Create Marketing Plan for Strategic Plan

- Have a "kick off" about our Strategic Plan
- Educate Public on long range plan
- Educate public on financing on projects
- Marketing plan

Form Implementation Committee

- Identify Core Committee (steering)
- Develop a Task Force (collaborative)
- Utilize Private Industry Council
- Bring together key players as a Task Force for specific goals / issues
- Pursue County partnerhsip
- \$\$ to keep our strategic plan in public view

Team:

- *Bill McGeary*
- *Chad Sultie*
- *Mike Pogge-Weaver*
- *Edward Pederson*
- *Gary Hendrickx*

CO-LEADERS:
Deanna Steckman
Kim Saterbak

Community
Wide
Education on
Culture and
Diversity

- **Get educated on other cultures / ethnicities**
- **Workers diversity expansion**

Team:

- *Jacque Larson*

FACTS AND TRENDS: HOW HAVE POPULATION, EMPLOYMENT AND PERSONAL INCOME CHANGED? FROM THE EPS-HDT Report (January, 2014)

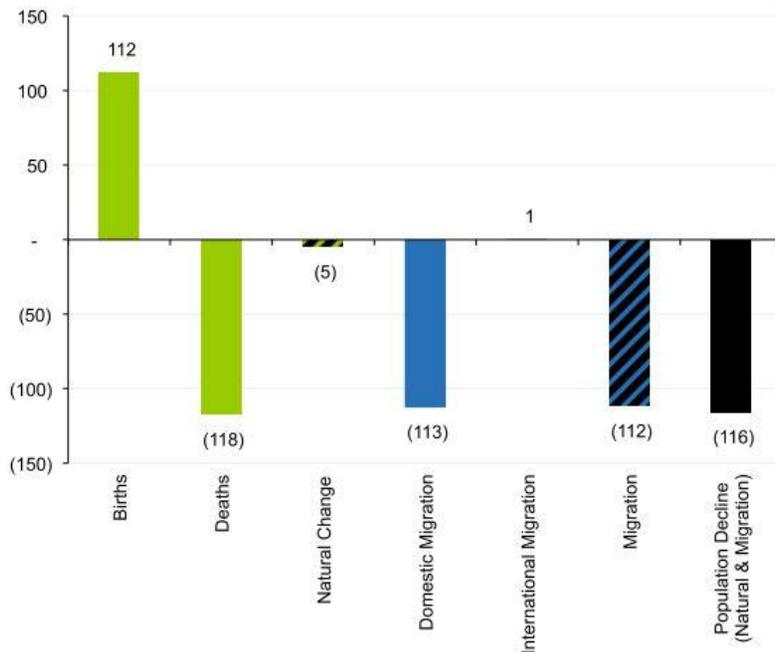
Total Population, Employment, & Real Personal Income Trends, 1970-2011

	1970	1980	1990	2000	2011	Change 2000-2011
Population	13,135	12,877	10,736	11,834	9,640	-2,194
Employment (full and part-time jobs)	5,696	6,044	5,268	6,388	5,730	-658
Personal Income (thousands of 2012\$s)	251,620	269,250	282,329	325,675	392,939	67,264

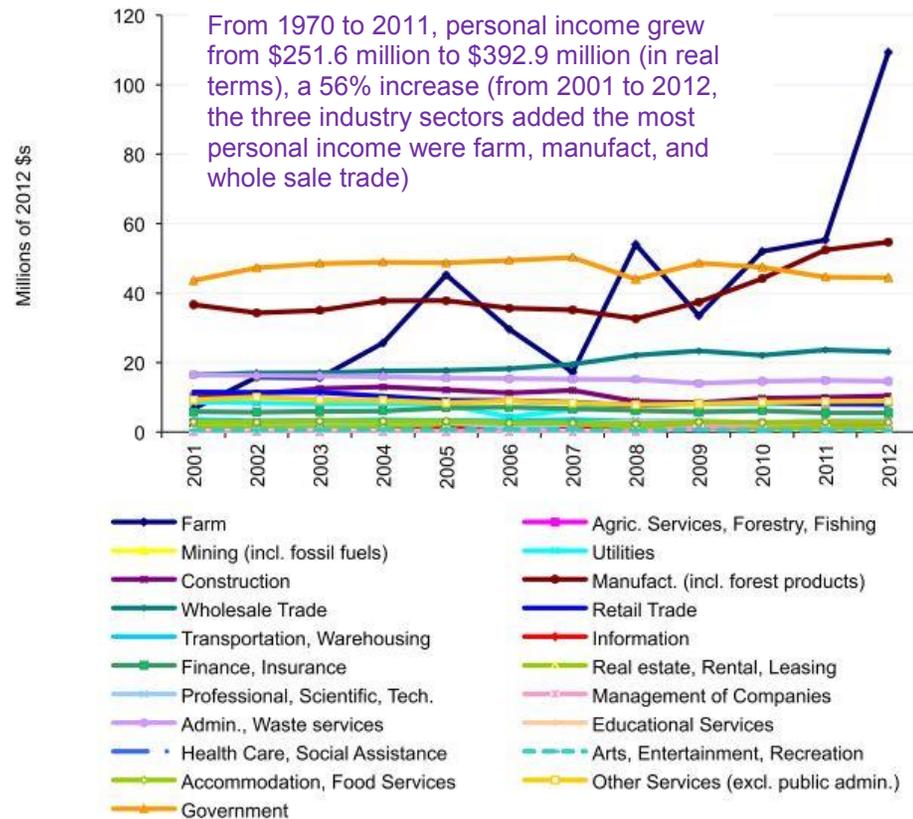
Population and personal income are reported by place of residence, and employment by *place of work* on this page.

From 1970 to 2011, population shrank from 13,135 to 9,640 people, a -27% decrease (from 2000 to 2012, population shrank by 2,239 people, a 20% decrease, where 94% of population decline contributed to migration)

Average Annual Components of Population Decline*, Swift County MN, 2000-2012



Personal Income by Industry, Swift County MN



FACTS AND TRENDS: HOW HAVE POPULATION, EMPLOYMENT AND PERSONAL INCOME CHANGED?

FROM THE EPS-HDT Report (January, 2014)

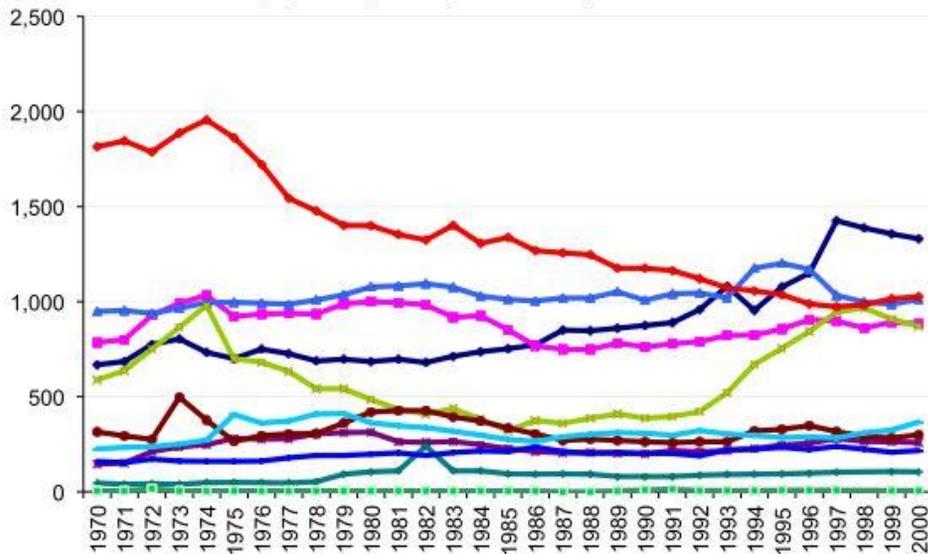
From 2001 to 2011, the three industry sectors that added the most new jobs were wholesale trade (56 new jobs), real estate, leasing (47 new jobs), and finance, insurance (35 new jobs)



From 1970 to 2000, the three industry sectors that added the most new jobs were services (663 new jobs), manufacturing (281 new jobs), and wholesale trade (141 new jobs)

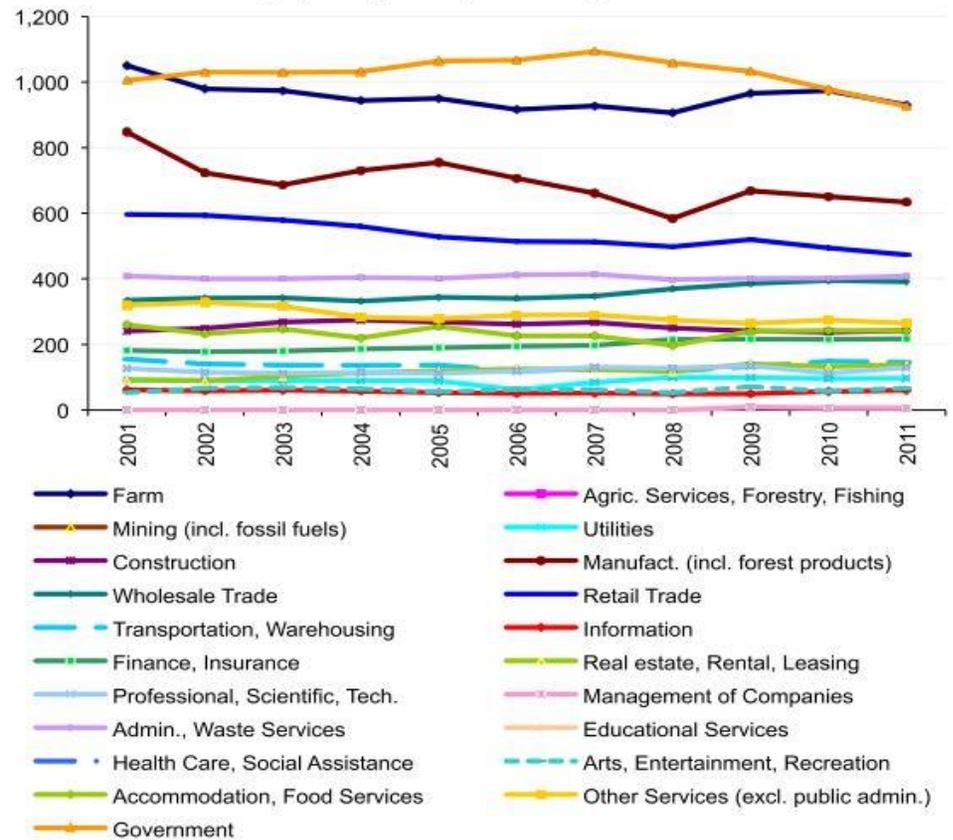


Employment by Industry, Swift County MN



- Services
- Government
- Construction
- Agricultural services
- Wholesale trade
- Mining
- Retail trade
- Manufacturing
- Finance, ins. & real estate
- Trans. & public utilities
- Farm

Employment by Industry, Swift County MN



- Farm
- Mining (incl. fossil fuels)
- Construction
- Wholesale Trade
- Transportation, Warehousing
- Finance, Insurance
- Professional, Scientific, Tech.
- Admin., Waste Services
- Health Care, Social Assistance
- Accommodation, Food Services
- Government
- Agric. Services, Forestry, Fishing
- Utilities
- Manufact. (incl. forest products)
- Retail Trade
- Information
- Real estate, Rental, Leasing
- Management of Companies
- Educational Services
- Arts, Entertainment, Recreation
- Other Services (excl. public admin.)

From 1970 to 2011, employment grew from 5,696 to 5,730 jobs, a 1% increase (wage and salary employment grew from 3,340 to 3,957, a 18% increase; proprietors shrank from 2,356 to 1,773, a 25% decrease. Proprietors represented 31% of total employment in 2011 compared to 41% in 1970)

FACTS AND TRENDS: 2015 LEVY AND BUDGET

The proposed 2015 budget contains:

Revenues of \$17,395,935

- \$ 9,590,848 is the proposed levy with \$9,431,965 in actual County property taxes after CPA and special levies are accounted for.

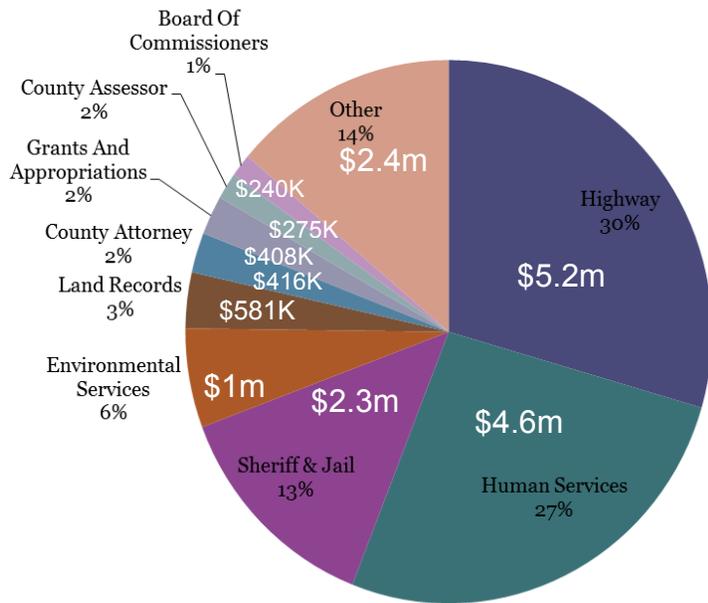
Expenditures of \$17,519,367.

- Planned deficit of \$123,432

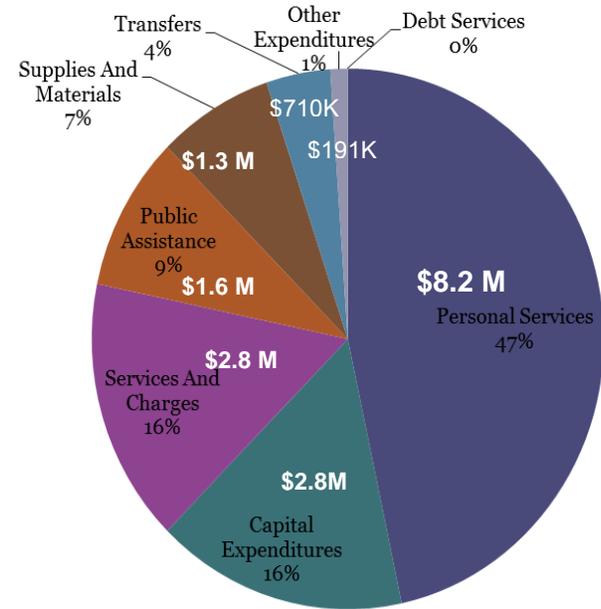
The 2014 budget contained a planned deficit of \$108,371 while the 2013 budget contained a planned deficit of \$273,838.

Revenue Source	2014		2015	
Taxes	\$ 9,500,834	54%	\$ 10,015,448	57%
Federal, State or Local Grants and Contributions	\$ 6,070,865	34%	\$ 5,572,586	32%
Charges For Services	\$ 1,708,628	10%	\$ 1,592,601	9%
Miscellaneous Revenues	\$ 333,500	2%	\$ 215,300	1%
Total	\$ 17,613,827		\$ 17,395,935	

2015 Expenditures by Departments



2015 Expenditures by Type



FACTS AND TRENDS: HISTORIC LEVIES

Year	Certified Net Levy	Percentage Change
2015	\$ 9,431,965	6.0%
2014	\$ 8,898,984	3.0%
2013	\$ 8,635,405	5.9%
2012	\$ 8,155,264	3.9%
2011	\$ 7,850,554	9.0%
2010	\$ 7,201,210	3.4%
2009	\$ 6,964,275	7.6%
2008	\$ 6,474,520	15.4%
2007	\$ 5,611,645	11.8%
2006	\$ 5,020,617	9.0%
2005	\$ 4,606,071	0.0%

TAX REVEUNE COLLECTED :

75% from Agriculatural Land

9% from Commercial/Industrial Property

7.9% from Residential Property

8.1% from Other (Seasonal/Utilities/etc)

COUNTY ONLY TAXES PAYABLE 2014

What do we pay per month for:

	HS	YP	Jail	R&B	SH
Household \$85,000	\$5	\$0.2	\$2	\$4	\$3
Household \$200,000	\$16	\$0.7	\$6	\$13	\$10
Commercial	\$26	\$1.2	\$11	\$22	\$16
40 Acre Ag Land	\$22	\$0.97	\$9	\$19	\$13

County	Residential \$85,000	Residential \$200,000	Commercial Property	40 Acres of Ag Land
Lac qui Parle	\$ 167.76	\$ 547.73	\$ 903.54	\$ 760.30
Yellow Medicine	\$ 207.13	\$ 676.28	\$ 1,115.59	\$ 938.73
Bigstone	\$ 222.77	\$ 727.34	\$ 1,199.82	\$ 1,009.61
Swift	\$ 234.43	\$ 765.42	\$ 1,262.64	\$ 1,062.46
Stevens	\$ 255.70	\$ 834.85	\$ 1,377.17	\$ 1,158.84
Chippewa	\$ 259.76	\$ 848.12	\$ 1,399.05	\$ 1,177.25
Pope	\$ 283.39	\$ 925.24	\$ 1,526.28	\$ 1,284.31
Kandiyohi	\$ 349.82	\$ 1,142.15	\$ 1,884.10	\$ 1,585.40

HS = Human Services
 YP = Youth Programs
 R&B = Road and Bridges
 SH = Sheriff



Request for Board Action

BOARD MEETING DATE:
January 6, 2015

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a lease and equipment purchase with Robin and Lisa Finke	
AGENDA YOU ARE REQUESTING TIME ON: 9:07 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes - 2
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Attached is a proposed one-year lease agreement with an option to purchase property at 211 11th St N in Benson for the County Attorney's office. The lease calls for monthly payments of \$1,400 per month. The County also has an option to purchase the building at any time at a negotiated purchase price of \$90,000. Additionally, we are purchasing most of the office furniture and equipment at an agreed upon price of \$8,120.00.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: Lease payments will come from the County Attorney's and reserves. The purchase of the building and equipment will come from County reserves.

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Agreements were reviewed by the County's outside legal counsel.	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a

**COMMERCIAL REAL ESTATE
LEASE AGREEMENT**

THIS LEASE AGREEMENT, Made and entered into this 6th day of January, 2015, by and between ROBIN W. FINKE and LISA A. FINKE, husband and wife, (hereinafter "Lessor"), and SWIFT COUNTY, a Minnesota municipality, (hereinafter "Lessee").

RECITAL:

WHEREAS, The Lessor has the legal right to lease floor space in the building located on the Premises, legally described as Lots Three (3) and Four (4), Block Fifteen (15) of the Original Townsite of the City of Benson (hereinafter "Premises"), and Lessee desires to lease the Premises from the Lessor upon the terms and conditions hereinafter provided.

NOW, THEREFORE, THE LESSOR, IN CONSIDERATION OF THE RENTS, TERMS, COVENANTS, CONDITIONS HEREINAFTER PROVIDED SHALL LEASE THE PREMISES TO THE LESSEE AS FOLLOWS:

1. Leased Premises. The Lessor hereby leases to the Lessee and the Lessee leases and takes from the Lessor, subject to the conditions of this Lease, the building located at 211 11th Street N., Benson, Minnesota. Lessor shall remove all their personal property from the building at the end of the day on December 31, 2014.

2. Term. The term of this Lease shall be for almost one (1) year commencing on January 6, 2015, which date shall be referred to as "Occupancy Date", terminating on December 31, 2015, unless the Option to Purchase under Article 18 is exercised, at which point rent shall terminate in lieu of purchase upon Closing. However, it is understood that Danielle Olson, Harry Holman, Monica Stanley, Teri Cain, Jacquie Larson, and any other individuals at the discretion of the Lessee will start occupancy of the building on January 1, 2015.

3. Rent. The Lessee will pay to the Lessor monthly rental in accordance with the following schedule:

January 6, 2015 through December 31, 2015 - \$1,400.00 per month including that amount the first month.

Monthly payments shall commence on Occupancy Date. Thereafter, all rental payments to the Lessor shall be due in advance on the first day of each month, payable to Lessor at Lessor's designated address.

4. Insurance and Indemnity. The Parties agree to maintain the following insurance:

(A) The Lessee agrees to place and maintain, at the Lessee's own expense, public liability insurance with respect to the Lessee's use and occupancy of said

premises, with limits of at least \$500,000.00/\$1,000,000.00 for bodily injury and at least \$100,000.00 for property damage.

- (B) The Lessee agrees to notify the Lessor in writing if it is unable to procure all or some part of the insurance; and if the Lessor shall procure such insurance, then the Lessee will, within three (3) days from receiving written notice, pay the Lessor the amount of the premiums paid. If, at the commencement of the term of this Lease, the Lessor has general liability insurance and/or extended coverage insurance, then the Lessee shall, at the commencement of the term, pay to the Lessor such portion of the premiums on the policies as is applicable to the unexpired periods of such policies.
- (C) All policies of insurance provided for or contemplated by this Article shall name the Lessor, and the Lessee as insureds or additional insureds, as their respective interests may appear. In addition, all of such policies shall contain endorsements by the respective insurance companies waiving all rights of subrogation, if any, against the Lessor. All insurance companies must be approved in writing by the Lessor. The Lessee shall provide the Lessor with copies of any and all policies on or before the Occupancy Date.
- (D) The Lessee shall defend, indemnify, and hold the Lessor harmless against any and all claims, damages and lawsuits arising after the Occupancy Date of this Lease, and any orders, decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or from loss of life sustained in or about the leased premises; and the Lessee agrees to save the Lessor harmless from, and indemnify the Lessor against, any and all injury, loss or damage, or claim for injury, loss or damage, of whatever nature, to any person or property caused by, or resulting from any act, omission or negligence of the Lessee or any employee or agent of the Lessee. In addition, the Lessee hereby releases the Lessor from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties, unless such fire or other casualty shall be brought about by the fault or negligence of the Lessor. In addition, the Lessor shall be exempt from any and all liability for any damage or injury to persons or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any cause or happening whatsoever, and the Lessee shall defend, indemnify, and hold the Lessor harmless therefrom, unless caused by the negligence or carelessness of the Lessor or its servants or agents.

5. Utilities. Lessee shall be responsible for all real estate taxes. Lessor shall be responsible for property insurance and any special assessments. Lessee shall pay for all utilities including heat, water, gas, electricity, sewer rental, sewage treatment and the like which may be levied, imposed, against the leased premises at any time after the Occupancy Date of this Lease and prior to the expiration of the Term.

6. Subleasing or Assignment. The Lessee shall have the authority to sublease the property to third parties during the term of this Lease. Neither party may otherwise sell, assign, or transfer the whole of its interest in this Lease or this property during the term, without the prior written consent of the other party, and shall not permit any interest in the leased premises to be transferred by law or otherwise.

7. Repairs and Maintenance. The Lessor shall make any repairs or perform any maintenance to the leased premises, including but without limitation the interior and exterior portions of all doors, door checks and operators, windows, plate glass, plumbing, water and sewage facilities, fixtures, electrical equipment, interior walls, ceilings, interior building appliances and similar equipment, heating and air conditioning equipment, and further agrees to replace any of said equipment when necessary. The Lessee covenants and agrees not to permit alterations of or upon any part of the demised premises except by and with the prior written consent of the Lessor. In the event of making such alterations as herein provided, to indemnify and save harmless the Lessor from all expense, liens, claims or damages to either persons or property or the leased premises arising out of or resulting from the undertaking or making of said alterations or additions.

8. Compliance with Laws and Regulations. The Lessee will comply with all statutes, ordinances, rules, orders, regulations and requirements of all federal, state, city and local governments, and with all rules, orders, and regulations of the applicable Board of Fire Underwriters.

9. Signs. The Lessee shall have the right to install and maintain a sign or signs advertising the Lessee's business, provided that the signs conform to the laws set forth by the city of Benson.

10. Right to Inspect. The Lessor reserves the right to enter upon, inspect and examine the leased premises; however, it is understood that there is confidential information located at the leased premises and it is also understood that the leased premises will be re-keyed at the beginning of this Lease Term and that no inspections are to occur by Lessor without a minimum of 24 hour notice to the County Administrator during a time mutually agreeable to the parties and such inspection shall occur by the Lessor together with the County Administrator.

11. Destruction of Premises.

- (A) If, during the term of this Lease, the leased premises are totally or partially destroyed by fire or the elements, so as to render the premises wholly unfit for occupancy, or makes it impossible to conduct the business of the Lessee thereon, and if the leased premises cannot be repaired within one hundred twenty (120) days from the date of the damage, then the Lessee shall have the right to terminate this Lease from the date of such damage or destruction by giving the Lessor written notice. Upon the giving of such notice, the Lessee shall immediately surrender the leased premises and all interest therein to the Lessor, and in case of any such termination, the Lessor may re-enter and repossess the leased premises discharged of this Lease, and may dispossess all parties then in possession thereof. The Lessor shall be required to repair, rebuild and restore the leased premises to the extent that property insurance is available; but not at a cost greater

than the net proceeds of monies received from insurance policy or policies covering such loss or damages. The Lessor shall repair the leased premises with all reasonable speed, and the rents shall recommence on the date that the repairs are completed.

- (B) If the damage does not render the leased premises unfit for occupancy, then the Lessor agrees that the damage shall be repaired as soon as practicable and in that case, the Lessee shall pay full rent during the repair period as such damage does not unreasonably impair Lessee's operation. All repairs resulting from fire or the elements shall be paid for by the Lessor out of any insurance proceeds received.

12. Acts of Default. Each of the following shall be deemed a default and a breach of this lease:

- (A) Failure to pay the rent herein reserved, or any part hereof, for a period of five (5) days after written notice.
- (B) Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions in this Lease to be done, observed, kept and performed by the Lessee for a period of thirty (30) days after written notice.
- (C) Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions in this lease to be done, observed, kept and performed by the Lessor for a period of thirty (30) days after written notice.

13. Lessor's Right of Re-entry. In the event of any such uncured default by Lessee after the written notice period provided for in Article 12, Lessor may thereupon take possession of the premises, remove all persons and property therefrom, and, should the Lessor elect to relet the same without such action being deemed in acceptance of a surrender of the lease, or in any way terminating Lessee's liability hereunder; and the Lessee shall remain liable to pay the rental and all other obligations due under the provisions of this lease less the net amount realized from such reletting, or the Lessor at its option may terminate this Lease. Should the sum realized from any such reletting by Lessor be less than the amount due from Lessee hereunder, Lessee agrees to pay such deficiency each month upon demand therefor.

14. Trade Fixtures. The Lessee shall furnish and pay for any and all equipment, furniture, trade fixtures and signs. At the end of the term of this lease, the above property may be removed from the leased premises by the Lessee regardless of whether or not such property is attached to the leased premises so as to constitute a "fixture" within the meaning of the law; however, all damages to the leased premises shall be paid for by the Lessee.

15. Liens. The Lessee shall not do or cause anything to be done whereby the leased premises may be encumbered by any mechanics' or other liens. Whenever and as often as any mechanic's or other lien is filed against said leased premises purporting to be for labor or materials furnished or to be furnished to the Lessee, the Lessee shall remove the lien of record by payment or by

bonding with a surety company authorized to do business in the state in which the property is located, within twenty (20) days from the date of the filing of said mechanic's or other lien and delivery of notice thereof to the Lessee of the Lessee's obligation under this lease. Should the Lessee fail to take the foregoing steps within said twenty (20) day period, then the Lessor shall have the right, among other things, to pay said lien without inquiring into the validity thereof, and the Lessee shall forthwith reimburse the Lessor for the total expense incurred by it in discharging said lien as additional rent hereunder.

16. Quiet Enjoyment. The Lessor covenants that the Lessee, on paying the rent, additional rent, and all sums herein reserved and upon the due performance of all the terms, covenants, conditions and agreements herein contained on the Lessee's part to be kept and performed, shall have, hold and enjoy the leased premises free from molestation, eviction, or disturbance by the Lessor, or by any other person or persons lawfully claiming the same, and that the Lessor has good right to make this lease for the full term granted, including renewal periods.

17. Breach by a Party - Payment of Costs and Attorney Fees. A defaulting party agrees to pay and discharge all reasonable costs, and actual attorney fees and expenses that shall be incurred by the prevailing party in enforcing the covenants, conditions and terms of this Lease, including the enforcement of any Option to Purchase under Article 18.

18. Lessee's Option to Purchase. At any point during the Lease Term, upon written notice to Lessor, Lessee may exercise its option to purchase the Property being leased for a purchase price of \$90,000.00 by presenting Lessor with the attached Commercial Real Estate Purchase Agreement ("Purchase Agreement"), attached as Exhibit A, in the form and under the terms as attached and said Purchase Agreement will be executed within ten (10) days by both parties and closing shall occur within thirty (30) days from the point in time that the Purchase Agreement is executed. The parties shall conform to all terms under the Purchase Agreement leading up to closing. Upon closing, this Lease and all lease payments shall terminate.

19. Miscellaneous Provisions.

- (A) All written notices shall be given by certified mail. Notices to the Lessor shall be addressed to the person and address at which rent has been last paid. Notices to the Lessee shall be sent to the Lessee at Swift County Courthouse, Attention County Administration, at the address to be provided. The Lessor and the Lessee may, from time to time, change these addresses by notifying each other of this change in writing.
- (B) The terms, conditions and covenants contained in this Lease and any riders and plans attached hereto shall bind and inure to the benefit of the Lessor and the Lessee and their respective successors, heirs and legal representatives and assigns.
- (C) This Lease shall be governed by and construed under the laws of Minnesota.
- (D) In the event that any provision of this Lease shall be held invalid or unenforceable, no other provision of this Lease shall be affected by such holding,

and all of the remaining provisions of this Lease shall continue in full force and effect pursuant to the terms hereof.

- (E) The paragraph captions are inserted only for convenience and reference, and are not intended, in any way, to define, limit, or describe the scope, intent and language of this Lease or its provisions.

IN WITNESS WHEREOF, The Lessor and Lessee have respectively signed this Lease as of the day and year first above written.

LESSOR

ROBIN W. FINKE

LISA A. FINKE

LESSEE – SWIFT COUNTY

By _____
Its Board Chair

By _____
Its Clerk of the Board

STATE OF MINNESOTA)
) ss.
COUNTY OF SWIFT)

The foregoing instrument was acknowledged before me this 6th day of January, 2015, by ROBIN W. FINKE, husband of Lisa A. Finke, Lessor.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF SWIFT)

The foregoing instrument was acknowledged before me this 6th day of January, 2015, by LISA A. FINKE, wife of Robin W. Finke, Lessor.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF SWIFT)

The foregoing instrument was acknowledged before me this 6th day of January, 2015, by SWIFT COUNTY, a municipality under the State of Minnesota, by _____, its Board Chair, Lessee.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF SWIFT)

The foregoing instrument was acknowledged before me this 6th day of January, 2015, by SWIFT COUNTY, a municipality under the State of Minnesota, by _____, its Clerk of the Board, Lessee.

Notary Public

This instrument was drafted by: Nicholas J. Heydt
PEMBERTON LAW
PEMBERTON, SORLIE, RUFER & KERSHNER, P.L.L.P.
110 N Mill St | Fergus Falls, MN 56537
Telephone: 218-736-5493 | www.pemlaw.com

NJH:smb
2014-7219

**COMMERCIAL REAL ESTATE
PURCHASE AGREEMENT**

Between

ROBIN W. FINKE and LISA A. FINKE,
husband and wife

collectively as Seller

and

SWIFT COUNTY,
a Minnesota Municipality

as Buyer

Dated _____, 2015

THIS AGREEMENT (the "**Agreement**") is executed as of the ____ day of _____, 2015 (the "**Contract Date**") by and between ROBIN W. FINKE and LISA A. FINKE, husband and wife (collectively, "**Seller**"), and SWIFT COUNTY, a Minnesota municipality.

ARTICLE I **Sale and Purchase**

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the following (the "**Property**"):

1.1 Land and Building. All of Seller's right, title and interest in and to that certain parcel of land located at described as Lots Three (3) and Four (4), Block Fifteen (15) of the Original Townsite of the City of Benson including all right, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway in front of or adjoining each such parcel to the center line thereof, all water and mineral rights, development rights and all easements, rights and other interests appurtenant thereto (the "**Land**"), together with all buildings, fixtures, and other improvements that are located thereon, including, located on the property and including without limitation, all plumbing, water, furnaces, heating, ventilating and air-conditioning systems and equipment, fixtures, electrical equipment, fire prevention and extinguishing apparatus located therein (collectively the "**Building**").

1.2 Permits. All of Seller's right, title and interest in and to all licenses, certificates of occupancy, permits and approvals required to be issued by any governmental authority for the operation of the Property (the "**Permits**"), to the extent the Permits are assignable.

1.3 Plans. All of Seller's right, title and interest in and to all originals and copies of the as-built blueprints, plans and specifications regarding the Building (the "**Plans**") and for any grain bins, hoppers, legs, elevators, or other seed cleaning/processing equipment located on the property.

1.4 Warranties. Seller's interest in all warranties and guaranties given to, assigned to or benefiting Seller or the Building regarding the acquisition, construction, design, use, operation, management or maintenance of the Building (the "**Warranties**").

1.5 Records. All records of Seller regarding the Building and any of the items set forth above, including, without limitation, all financial records relating to the operation of the Building for at least the last three (3) years including all records regarding real estate taxes and assessments, insurance, tenants, maintenance, repairs, capital improvements and services, appraisals, surveys, environmental and soil reports, and reports regarding the physical condition of the Property, but excluding tax returns and such other records as are normally viewed as confidential, provided that such other records are not necessary, in Buyer's reasonable judgment, to the continued operation and management of the Building (the "**Records**").

1.6 Permitted Exceptions. The Property shall be conveyed subject only to the following exceptions (the "**Permitted Exceptions**"):

- (a) Building and zoning laws, ordinances, State and Federal regulations.
- (b) Restrictions relating to use or improvement of Land without effective forfeiture provision.
- (c) Reservation of any minerals or mineral rights to the State of Minnesota, or others.
- (d) Utility and drainage easements of record which do not interfere with present or planned improvements.
- (e) Any statutes, rules or regulations promulgated by the state or federal government or any of its agencies relating to the restriction of use of the Property which shall be subject to such statutes, rules or regulations.
- (f) Existing liens and encumbrances which will be paid and satisfied on or before Closing or the Release of Funds Date, as the case may be.

ARTICLE II **Purchase Price**

2.1 Purchase Price. The Purchase Price (the "**Purchase Price**") for the Property shall be NINETY THOUSAND DOLLARS AND NO/100 (\$90,000.00). The Purchase Price shall be for the purchase of Land and Buildings paid as follows:

FIVE THOUSAND DOLLARS AND NO/100 (\$5000.00) paid as earnest money upon signing of this Agreement and the balance due on Closing.

ARTICLE III **Seller's Representations, Warranties and Covenants**

In order to induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller makes the following representations and warranties to, and covenants with, Buyer as follows (the "**Seller's Warranties**"). The Seller's Warranties shall be true and correct on the date hereof and on the Closing Date.

3.1 Title. Seller owns the Property, free and clear of any and all liens, subject only to the Permitted Exceptions.

3.2 Due Authorization. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate actions of Seller (none of which actions have been modified or rescinded, and all of which are actions are in full force and effect). This Agreement constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

3.3 Violations or Defaults. Seller is not in violation or default under any agreement with any third party, or under any judgment, order, or decree of any court, arbitrator, administrative agency or other governmental authority to which it may be subject, which violation or default may, in anyone case or in the aggregate, materially and adversely affect the ownership or operation of the Property or Seller's ability to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not (a) violate any law or any order of any court or governmental authority with proper jurisdiction; (b) result in a breach or default under any contract or other binding commitment of Seller or any provisions of the organizational documents of Seller; (c) require any consent, or approval or vote of any court or governmental authority or of any third person or entity that, as of the Closing Date, has not been given or taken, and does not remain effective; or (d) result in any encumbrance, other than a Permitted Exception, against the Property.

3.4 Litigation. There are no actions, suits, arbitrations, governmental investigations or other proceedings pending or, to the knowledge of Seller, threatened against Seller or affecting the Property before any court or governmental authority, an adverse determination of which might adversely affect (a) the condition or operations of the Property, (b) Seller's ability to enter into or perform this Agreement, (c) Seller's ability to enter into or perform this Agreement or (d) Seller's title to the Property.

3.5 Compliance with Laws. The Property complies with all laws, rates, regulations, health and sanitation codes, zoning ordinances, environmental assessment and impact requirements applicable to the Property and with the terms of all Permits applicable to the Property (collectively "Laws"). Seller has received no notice from any governmental authority to the effect that either Seller or the Property does not comply with any Laws as they affect the Property and its use.

3.6 Tax Payments. Real estate taxes for the Property due and payable for 2014 and all prior years are paid in full. The Property has not been the subject of any real estate tax or assessment contest, appeal or similar action during the past five (5) years.

3.7 Insurance. Seller has not received any notice from any insurance company of any defects or inadequacies in the Property that would affect adversely its insurability or increase the cost of insurance.

3.8 Condemnation Actions or Special Assessments. There are no pending condemnation actions or special assessments of any nature with respect to the Property or any part thereof, and Seller has no knowledge of any such threatened or contemplated condemnation action or special assessments.

3.9 No Covenants or Restrictions. There are no private covenants or restrictions that govern the Property or its use.

3.10 Hazardous Material

- (a) "**Hazardous Materials**" means any of the following presently or previously located on or under, emanating from or affecting the Property: asbestos containing materials, polychlorinated biphenyls (PCBs), flammable materials, explosives, radioactive materials, petroleum products and any materials, wastes, substances, or chemicals that are deemed hazardous, toxic, a pollutant or a contaminant under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 US.c. Section 9601, et seq.), the Hazardous Materials Transportation Act as amended (49 US.C. Section 1801, et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 US.c. Section 6901, et seq.), in the regulations adopted or publications promulgated pursuant thereto, or in any other applicable federal, state or local laws, ordinances, rules or regulations in effect on the Closing Date relating to protection of public health, safety or the environment.
- (b) Seller has not used, stored, disposed of or released (or to the best of Seller's knowledge permitted to be used, stored, disposed of or released) Hazardous Materials in any manner which would result in any Claim, as defined below, against Buyer. Seller has no knowledge of the presence of any Hazardous Materials on the Property except for Hazardous Materials as are used in the ordinary course of business on the Property in accordance with applicable legal standards and without exposing Buyer to any actual or potential Claim. Seller is not obligated to and will not record such notice as set forth in §115B.16 - Subdivision 2 of the Minnesota Statutes.
- (c) Seller shall defend, indemnify, and hold harmless Buyer and its owners, officers, governors, members, employees, agents and partners from and against any and all claims, demands, penalties, fines, liabilities, losses, settlement, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, asserted against or incurred by Buyer, directly or indirectly, as a result of any governmental action or legal action by a third party (collectively, "**Claims**"), including, without limitation, costs of clean-up and losses (including, without limitation, lost profits and reductions in value) due to the partial or total interruption of the operations of the Property, attorneys' and consultants' fees and disbursement, investigation and laboratory fees, court costs and litigation expenses, wising out of or in any way related to (i) the presence, use, storage, disposal, handling or release of any Hazardous Materials; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials; and (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials; and (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities that are based on or related to Hazardous Materials.

3.11 Zoning. Seller has received no notice of any violation by the Property, or Seller's use thereof, of any applicable zoning regulation, restriction or condition. Seller has no knowledge of any actual or threatened zoning change which may affect the Property or any part thereof.

3.12 Condition and Operation of the Property. All utilities, including, without limitation, water, sewer, heat, drainage, telecommunication and electrical systems, are available, connected and serve the Property. Seller has paid or will pay all connection charges prior to the Closing. No renovation or other work, the cost of which exceeds \$5,000, has been undertaken within one (1) year prior to the Contract Date. All buildings, structures and improvements included within the Property are structurally sound and are in good repair. All mechanical, electrical, heating, air-conditioning, drainage, sewer, water and plumbing systems are in good working order, subject to ordinary wear and tear.

3.13 Liens. No work has been performed or materials supplied on or to the Property, except for work or materials for which full payment has been made. If at any time either before or after the Closing Date, any mechanics', laborers', or materialmens' lien is filed against the Property or any part thereof for work attributable to the period before the Closing Date, Seller shall cause such lien to be discharged by payment, bonding or otherwise as provided by law within ten (10) days after the date that such lien was filed. Seller upon written demand from Buyer, shall also defend Buyer, at Seller's expense, against any action, suit, or proceeding brought for the enforcement of any such lien and shall pay damages and reasonable attorney's fees and satisfy and discharge any judgment entered in such action, suit, or proceeding and save Buyer harmless from any liability, claims or damages resulting therefrom. The provisions of this Section 3.14 shall specifically survive the Closing.

3.14 Commitments. These are no commitments, signed or expressly agreed to by Seller to any governmental or quasi-governmental authority, or any other entity, organization, group or individual relating to the Property which would impose upon Buyer an obligation to take any action, to make any payment, contribution or dedication of money or property or to construct, install or maintain any improvements of a public or private nature on or off the Property.

ARTICLE IV

Buyer's Representations, Warranties and Covenants

In order to induce Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer represents and warrants to, and covenants with, Seller as follows:

4.1 Due Authorization. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite actions of Buyer (none of which actions have been modified or rescinded, and all of which actions are in full force and effect). This Agreement constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

4.2 No Violations or Defaults. The execution, delivery and performance of this Agreement and the consummation of transactions contemplated hereby by Buyer will not (a) violate any law or any order of any court or governmental authority with proper jurisdiction; (b) result in a breach or default under any contract or other binding commitment of Buyer or any provision of it governing documents or (c) require any consent or approval or vote that has not been taken or given, or at the time of the transaction involved, shall not have been taken or given.

4.3 Litigation. There are no actions, suits, arbitrations, proceedings, governmental investigations or other proceedings that are pending against Buyer that adversely and materially affect its right to enter into or perform this Agreement.

ARTICLE V **Closing**

Subject to the full satisfaction of the terms and conditions of this agreement, the consummation of the purchase and sale of the Property as contemplated by this Agreement (the "**Closing**") shall take place on or before _____, 2015 which is on or before thirty (30) days from the date of this Agreement, at a mutually agreeable location.

ARTICLE VI **Delivery of Materials; Actions Pending Closing**

6.1 Delivery of Materials. On the Closing Date, Seller shall deliver to Buyer true and correct copies of all Permits, Plans, Warranties and Records.

6.2 Maintenance and Operation of Property. Between the Contract Date and the Closing Date, Seller shall cause the Property to be maintained in its present order and condition, normal wear and tear excepted. The Property shall, except for normal wear and tear, be in substantially the same condition on the Closing Date as existing on the Contract Date. Seller shall notify Buyer in writing of any loss, breakage or damage to the Property occurring prior to the Closing Date and if repair or replacement of same is not completed prior to Closing, Buyer shall receive a credit against the Purchase Price for the estimated remaining cost thereof. Seller shall not remove or permit to be removed any Property except as necessary for repairs or replacements of worn out or obsolete items.

ARTICLE VII **Conditions Precedent to Closing**

7.1 It shall be an express precondition to Buyer's obligation to purchase the Property that each and everyone of the following conditions shall have been satisfied as of the Closing Date (or waived by Buyer).

- (a) **Representations and Warranties.** Each of Seller's representations and warranties in this Agreement shall be true and accurate in all material respects as if made on and as of the Closing Date.
- (b) **Covenants of Seller.** All actions Seller covenants herein to take shall have been materially completed.
- (c) **Permits. No Impediments.** Buyer shall have been able to obtain all permits and licenses necessary to operate the Property on and subsequent to the Closing Date, or such permits shall have been applied for and will be issued in the normal course and the absence thereof will not interfere with the operation of the

Property immediately subsequent to the Closing Date. Buyer shall promptly notify Seller when such permits and licenses are issued. There shall be no impediments to reissuance to Buyer of any Permits required for the ongoing uninterrupted operation of the Property immediately following the Closing Date, if transfer of such Permits is not allowed. At no material out of the pocket expense to Seller other than any attorneys' fees of Seller.

- (d) **Title.** Buyer shall be able to obtain a policy of title insurance in conformance with the Title Commitment provided for below, together with such coverage or endorsement reasonably required by Buyer, subject only to Permitted Exceptions.
- (e) **Failure of Condition.** In the event of the failure of any condition precedent set forth above Buyer, at its sole election, may (a) terminate this Agreement by notice in writing delivered to Seller on or before the Closing Date; (b) waive the condition and proceed to Closing; (c) extend the Closing Date for such additional period of time as may be reasonably required to allow Seller if, and to the extent, requested by Seller, to remedy such failure; or (d) if such failure arises from Seller's breach of this Agreement, avail itself of any remedies provided in Article 10 hereof.

ARTICLE VIII **Marketable Title**

Within ten (10) days after the execution of this Agreement, Seller shall furnish Buyer with a duly certified Abstract of Title to the premises continued to a recent date, and showing good and marketable title in Seller, free and clear of all liens and encumbrances. Buyer shall have ten (10) days to examine the Abstract of Title and within such period shall promptly notify Seller of all objections thereto in writing. Seller shall have a period of ninety (90) days in which to correct the title and make it merchantable. If title to the premises cannot be made merchantable within said period of time or such further time as may be granted by Buyer, Buyer, at Buyer's sole option, may cancel this Purchase Agreement and/or seek any other remedy provided herein and Buyer shall have no further liability to Seller. Seller shall have the option of providing a title insurance policy insuring buyer's title in lieu of the foregoing.

ARTICLE IX **Closing Deliveries**

9.1. Seller's Closing Documents. On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, the "**Seller's Closing Documents**"):

- (a) **Deed.** A Warranty Deed, conveying marketable title to the property, in the form reasonably satisfactory to Buyer, conveying the Land and Building to Buyer, free and clear of all encumbrances, except the Permitted Exceptions. The Deed shall contain a certification whether Seller knows of the location of any wells upon the Property.
- (b) **Termination of Lease.** A termination of any Lease Agreement will occur.

- (c) Assignment of Permits, Warranties and Plans. An Assignment of Permits, Warranties and Plans in form reasonably satisfactory to Buyer, conveying with warranties the Permits, Warranties and Plans to Buyer, free and clear of all encumbrances, together with the consent of all parties having a right to consent to such Assignment.
- (d) Abstract. An abstract of title to the land, certified to a current date to include all appropriate judgment, bankruptcy, and tax lien searches.
- (e) Seller's Affidavit. An Affidavit of Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Building; that there has been no skill, labor or material furnished to the Building for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Building.
- (f) Possession; Keys. Possession of the Property to Buyer, together with all keys, including, without limitation, keys for all security systems, rooms and offices.
- (g) Other Documents. A well certificate and private septic system disclosure statement.
- (h) Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances.

9.2. Buyer's Closing Documents. On the Closing Date, Buyer shall execute and/or deliver to Seller the following (collectively, the "**Buyer's Closing Documents**"):

- (a) Proceeds. Buyer shall deliver certified funds, in cash or some other form acceptable to the Seller, sufficient to satisfy the Buyer's obligations.
- (b) Other Documents. All other documents reasonably determined by Seller to be necessary to conclude transaction.

ARTICLE X

Default and Remedies

If Buyer defaults under this Agreement, then Seller may cancel this Agreement pursuant to Minn. Stat. § 559.21 et. seq. On the completion of such cancellation action, any earnest money shall be retained by Seller as liquidated damages hereunder. Except for the enforcement of Section 6.6(b) hereof, the cancellation of this Agreement pursuant to Minn. Stat. § 559.21 et. seq. shall be the sole remedy of Seller for Buyer's default under this Agreement. If Seller defaults in the performance of its obligations hereunder, and remains in default for a period of ten (10) days after the date Buyer delivers written notice of default to Seller, Buyer may pursue any rights or remedies allowed at law or equity under Minnesota Law, including the right to specific performance, provided that any action for specific performance must be commenced within six

(6) months after the date of Seller's default. If Buyer is required to commence action to enforce its rights hereunder, then Buyer shall be entitled to receive, in addition to any damages, specific performance or other relief which it receives pursuant to such action, all of Buyer's costs and expenses of bringing the action, including reasonable attorneys' fees.

ARTICLE XI **Indemnification**

11.1 Agreement to Indemnify. Subject to any express provisions of this Agreement to the contrary, (a) Seller shall hold harmless, indemnify and defend Buyer against any and all obligations, claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other charges) arising out of (i) the material inaccuracy of any representation or warranty of Seller herein, (ii) the failure of Seller to perform any of its obligations hereunder, (iii) events, contractual obligations, acts or omissions of Seller that occurred in connection with the ownership or operation of the Property prior to the Closing, or (iv) damage to property or injury to or death of any person or any claims for any debts or obligations occurring on or about or in connection with the Property or any portion thereof or with respect to the Property's operations at any time or times prior to the Closing, and (b) Buyer shall hold harmless, indemnify and defend Seller against any and all obligations, claims, losses, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and other charges) arising out of (i) the material inaccuracy of any representation of warranty of Buyer herein, (ii) the failure of Buyer to perform any of its obligations herein, (iii) events, contractual obligations acts or omissions of Buyer or its agents that occur in connection with the ownership or operation of the Property after the Closing, (iv) any damage to property or injury to or death of any person or any claims for any debts or obligations occurring on or about the Property or any portion thereof or with respect to the property's operations at any time or times after the Closing, and (v) the failure to perform any obligations of Buyer under this Agreement which have been assumed by Buyer's property manager, lessee or other designee pursuant to this Agreement.

ARTICLE XII **Casualty Condemnation or Litigation**

12.1 Condemnation, Casualty or Litigation. If, prior to Closing (i) condemnation proceedings are commenced against all or any material portion of the Property, or (ii) the Property is damaged by fire or other casualty to the extent that the cost of repairing such damage shall be Two Thousand Dollars (\$2,000) or more, or (iii) the Property becomes subject to litigation which may deprive Buyer of any material benefit to which it would become entitled pursuant to this Agreement, Buyer shall have the right, by notice in writing to the Seller and the Title Company delivered within fifteen (15) days after actual notice of such condemnation, fire or other casualty or litigation, to terminate this Agreement, whereupon the Title Company shall immediately disburse any earnest money to Buyer, and neither party shall have any further liability to the other hereunder. If Buyer does not elect, or is not entitled, to terminate this Agreement, the Purchase Price shall not be reduced except as hereinafter set forth, but Buyer shall be entitled to an assignment of all of Seller's share of the proceeds of fire or other casualty insurance and rent insurance proceeds (if any) payable with respect to the period after Closing or of the condemnation award, as the case may be, and Seller shall have no obligation to repair or restore the Property; provided, however, that the Purchase Price shall be reduced by an amount equal to the sum of (a) any uninsured or unreimbursed amount, (b) the "deductible" applied by

Seller's insurer with respect to such fire or casualty and (c) the amount by which the proceeds of such insurance will be reduced by reason of the application of any co-insurance clause in Seller's insurance policy. If Buyer proceeds to Closing hereunder, Seller shall not compromise, settle or adjust any claims to such proceeds or awards, without Buyer's prior written consent.

12.2 Risk of Loss. Subject to the provisions of this Article XII, the risk of loss or damage to the Property shall remain with Seller until the Closing Date.

ARTICLE XIII **Apportionments and Closing Adjustments**

13.1 Real Estate Taxes and Special Assessments. Buyer shall pay all real estate taxes payable therewith due and payable for the Property for 2015. Seller shall be responsible for all real estate taxes due and payable for 2014. In addition, Seller shall pay at Closing all special assessments for public or private improvements levied, pending or otherwise assessed against the Property as of the Closing Date.

13.2 Closing Adjustments and Payment Obligations.

- | | |
|------------|---|
| To Seller: | a. Abstract Continuation fees.
b. Preparation of Warranty Deed/CRV and other seller-related transfer documents, including all Releases, Satisfactions and corrective documents.
c. State deed tax.
d. Recording fees for seller-related documents.
e. One-half (1/2) Closing costs. |
| To Buyer: | a. Preparation of Purchase Agreement.
b. Title examination fees.
c. Cost of title insurance premium (if any).
d. Recording of Warranty Deed
e. One-half (1/2) Closing costs. |

Each party shall be responsible for any additional expense incurred as a result of additional document preparation for their benefit.

ARTICLE XIV **Miscellaneous**

14.1 Survival. The representations, warranties, covenants and indemnities contained in this Agreement shall be effective as of the Closing Date, and any liability with respect to breach thereof shall survive the Closing. The obligations of Buyer and Seller under this Agreement to the extent not fully performed as of the Closing Date or to the extent so indicated herein shall survive the Closing.

14.2 Assignment. Neither party shall assign or transfer or permit the assignment or transfer of its rights or obligations under this Agreement without the prior written consent of the

other, any such assignment or transfer without such prior consent being hereby declared to be null and void.

14.3 Consents. If, under this Agreement, the consent of a party is required, the consent shall be in writing and shall be executed by a duly authorized officer or agent.

14.4 Well and Private Septic System. If a private well or septic system, Seller will deliver to Buyer a well disclosure statement and individual sewage treatment system disclosure statement completed to the best of its knowledge. Seller represents and warrants that the well and individual sewage treatment system located on the Land and serving the Buildings are, and will be on the Closing Date, in good working order and condition and in compliance with all applicable regulations and certifications.

14.5 Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.

14.6 Headings; Exhibits. The headings of articles and sections of this Agreement are inserted only for convenience; they are not to be construed as a limitation of the scope of the particular provision to which they refer. All exhibits attached or to be attached to this Agreement are incorporated herein by this reference.

14.7 Waiver. The failure of either party to insist on strict performance of any of the provisions of this Agreement or to exercise any right granted to it shall not be construed as a relinquishment or future waiver; rather, the provision or right shall continue in full force. No waiver of any provision or right shall be valid unless it is in writing and signed by the party giving it.

14.8 Partial Invalidity. If any part of this Agreement is declared invalid by a court of competent jurisdiction, this Agreement shall be construed as if such portion had never existed, unless this construction would operate as an undue hardship on Seller or Buyer or would constitute a substantial deviation from the general intent of the parties as reflected in this Agreement.

14.9 Entire Agreement. This Agreement, together with the other writings signed by the parties and incorporated by reference and together with any instruments to be executed and delivered under this Agreement, constitutes the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior oral and written understandings. Amendments to this Agreement shall not be effective unless in writing and signed by the parties hereto.

14.10 Time is of the Essence. Time is of the essence with respect to performance of all obligations under this Agreement.

14.11 Waiver of Jury Trial. Seller and Buyer each hereby waives any right to jury trial in the event any party files an action relating to this Agreement or to the transactions or obligations contemplated hereunder.

14.12 Brokerage. Seller and Buyer represent and warrant to each other that they have

dealt with no other brokers, finders or the like in connection with this transaction, and agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any such other fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the date indicated below.

SELLER

Robin W. Finke, Seller

Lisa A. Finke, Seller

BUYER – SWIFT COUNTY

By _____
Its Board Chair

By _____
Its Clerk of the Board

This instrument was drafted by: Nicholas J. Heydt
PEMBERTON LAW
PEMBERTON, SORLIE, RUFER & KERSHNER, P.L.L.P.
110 North Mill Street - Fergus Falls, MN 56537
Telephone: 218-736-5493 – www.pemlaw.com

ASSIGNMENT OF ASSETS AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That ROBIN W. FINKE and LISA A. FINKE, husband and wife, individually, (“Seller”), for the total amount of EIGHT THOUSAND ONE HUNDRED AND TWENTY DOLLARS NO/100 (\$8120.00) consideration to them in hand paid on the 6th day of January, 2015, by SWIFT COUNTY, a Minnesota municipality, party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its executors, administrators and assigns, forever, the following described Goods, Chattels and Personal Property, to-wit:

OFFICE INVENTORY

FRONT LOBBY

- 6 Blue/Black Office Chairs
- 2 Matching Wood End Tables
- 1 Glass Top Wood End Table
- 2 Matching Ceramic Table Top Lamps

MONICA’S OFFICE

- 2 HP –L1950g Desk Flat Screen Monitors
- 1 HP Computer Keyboard w/Mouse
- 1 3-Sectional Wood Desk w/Book Shelf
- 1 HP Color Laser Jet Printer (CP2025)
- 1 Gray Granite Top Wood Printer Stand
- 1 Cream Office Chair (Rolling)
- 4 4-Drawer Metal File Cabinets (Beige)
- 1 Plastic Floor Mat
- 1 Beige Wood Top Cabinet (2-Door)
- 1 Beige Wood Top Table/Scanning Desk
- 1 HP Monitor – View Sonic (EA771) old
- 1 HP Hard Drive
- 1 Brown Office Chair (Rolling)
- 1 Gray/Black Office Chair (Rolling)
- 1 Cannon Fax Machine
- 1 Sharp (AR-M207) Copy Machine
- 1 RCA – 5 Disc Changer Audio System
- 1 Dymo Mail Scale (Model K5)
- 5 Filing Trays
- 1 3 Section Metal Filing Tray/Cabinet
- 3 Large Wood Bookcases
- Misc. Staplers, (1-large) Tape Dispensers, File Boxes, Wastebaskets, Power Strips, etc.
- 1 Typewriter

- 1 All computers, tapes, disks and all other components related to MCAPS
- Law Books
- Reference Books

KITCHEN

- 1 Energy Star Dehumidifier
- 3 Garbage Wastebaskets
- Misc. Coffee Pots, Glasses, Cups, Silverware, Garbage Bags
- Toilet Supplies – Paper Towels
- 1 Vacuum Cleaner

CONFERENCE ROOM

- 1 Large Oval Mahogany Conference Table
- 3 Black Plush Office Chairs (Rolling)
- 3 Brown Plush Office Chairs (Rolling)
- 1 Wall Clock (Round Brown)
- 1 Metal Coat Rack

STORAGE ROOM

- 1 4-Drawer Metal File Cabinet

FURNACE ROOM

- 1 Metal Storage Shelf (4 Shelves)

TERI'S OFFICE

- 1 Desk w/Overhead Book Shelf (3-Piece)
- 2 Office Chairs (Burgundy)
- 1 Monitor – HP Compaq LA1951g
- 1 Monitor - HP Compaq L1950g
- 1 HP Keyboard w/HP Mouse
- 1 HP Hard Drive (upright)
- 1 Brother MFC-240C Printer
- 1 Folding Table/Desk on Rollers
- 1 Stand Alone Metal Desk
- 1 Wall Mirror
- 1 Office Desk Chair (Black/Tan)
- 1 Plastic Floor Mat
- 1 Garbage Can
- 3 Stackable Trays (Black)
- 1 Two Hole Punch
- 1 Tape Dispenser
- 1 Stapler
- 1 Desktop Organizer
- 1 Post-it Note Dispenser
- 1 Scissors
- 1 Paper Clip Holder

DANIELLE'S OFFICE

- 1 Marble/Granite Top Office Desk
- 1 Marble/Granite Top 2-Drawer Cabinet
- 2 Gray Office Chairs
- 1 Laptop Computer
- 1 CD Rom Drive

BACK ENTRYWAY

- 8 4-Drawer Metal Filing Cabinets
- 1 Fire/Water Proof Sentry Safe
- 1 Server and all components of the server
- 1 Dell Monitor
- 1 Keyboard
- 1 Backup Recorder
- 1 Ladder

JACQUIE'S ROOM

- 1 Large Wood Glass Top Office Desk
- 2 Brown Office Chairs

ROBIN'S ROOM

- 1 Wooden Desk
- 2 Black Guest Chairs
- 1 Coffee Table
- 1 Bookcase
- 1 Metal Credenza
- Miscellaneous Law Books

HARRY'S OFFICE

- 1 Desk
- 1 Chair
- 2 Guest Chairs
- 1 Bookcase

TO HAVE AND TO HOLD THE SAME, Unto the said party of the second part, their executors, administrators and assigns, Forever. And the said party of the first part, for itself, their heirs, executors and administrators, covenant and agree to and with the said party of the second part, its executors, administrators and assigns, to Warrant and Defend the Sale of said Goods, Chattels and Personal Property hereby made, unto the said party of the second part, their executors, administrators and assigns, against all and every person and persons whomsoever, lawfully claiming or to claim the same.

