

Notice & Agenda

Swift County Board of Commissioners

Tuesday, February 16, 2016

11:00 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. Times are only estimates and items may be taken out of order.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:00 a.m.		Call to Order and Roll Call
11:01 a.m.		Approve Agenda
11:03 a.m.		Consent Agenda
	1-2	(1) Minutes from the February 2, 2016 Regular Meeting
	3-4	(2) Consider approving a resolution for MN Grant in Aid for the Appleton OHV park
11:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
11:05 a.m.		Commissioner and Board reports
11:20 a.m.		County Administrator report
11:25 a.m.		Citizens Comments
11:25 a.m.		Mike Johnson, Parks, Drainage and Wetlands Supervisor
	5-9	Petition for Outlet in County Ditch #52
11:30 a.m.		Andy Sander, Swift County Highway Engineer
	10-12	Consider approving the purchase of a 2016 Skid Steer
	13-28	Consider authorizing Mn/DOT to pave past the R/W on county connections
11:45 a.m.		Vicki Syverson, HRA Director
	29-31	Consider approving the Demolition Committee format
		Other Business
	32-33	Consider approving revisions to Section 3.02 of the SCBH bylaws
	None	Strategic Plan Update
12:00 Noon		Adjournment

SWIFT COUNTY BOARD MINUTES

February 2, 2016

Chairman Peter Peterson called the meeting to order at 9:00 AM with all members present as well as County Administrator Mike Pogge-Weaver, County Attorney Danielle Olson, Sheriff John Holtz, Emergency Management Director Bill McGear, and Amanda Ness.

Chairman Peter Peterson asked if there were any additions to the agenda. There were none.

02-02-16-01 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the agenda as presented. Motion carried unanimously.

02-02-16-02 Commissioner Edward Pederson moved and Commissioner Rudningen seconded to approve the Consent Agenda item: (2) Approval of the purchase of two 2016 Ford Explorers for the Sheriff's Department. Motion carried 4-1 with Commissioner Hendrickx opposing.

02-02-16-03 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the Consent Agenda items: (1) Minutes from the January 19, 2016 Meeting (3) Approval of the purchase of two 2016 Ford Explorers for the Sheriff's Department and (4) Appointment of a Legal Assistant – Victim Witness Coordinator. Motion carried unanimously.

02-02-16-04 Commissioner Rudningen moved and Commissioner Fox seconded to approve the Commissioner warrants as follows: Revenue: \$145,100.55; Solid Waste: \$9,426.33; Road and Bridge: \$150,501.36; County Ditches: \$511.36; Welfare & Family Services, \$83.58 which includes the following bills over \$2,000: City of Benson, \$17,721.37; CEEVI Task Force, \$45,343.50; Central Specialties Inc, \$95,944.51; L.G. Everist, Inc., \$18,207.36; MN Counties Computer Cooperative, \$7,247.69; Jan Nordmeyer, \$3,334.50; O'Malley & Kron Land Surveyors Inc., \$12,247.50; Pictometry International Corp, \$24,076.25; Riley Brothers Companies, \$26,224.25; Southwest Minnesota Workforce Council, \$2,500.00; Neil Tangen, Attorney, \$3,940.83; City of Appleton Treasurer, \$5,533.29; Tyler Technologies, Inc., \$7,558.74; Waste Management Of Northern Minnesota, \$7,428.40; and Yellow Medicine County Jail, \$4,331.00. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Peter Peterson reported on Supporting Hands Nurse Family Partnership, HRA, Prairie Five, and Policy Committee. Commissioner Fox reported on SCBH, SPCC, and the Strategic Plan Meeting. Commissioner Edward Pederson reported on DAC, Extension Committee, and Historical Society. Commissioner Rudningen reported on Prairie Lakes Youth, Emergency Services Board, Extension Committee, and Policy Committee. Commissioner Hendrickx reported on the AMC Futures Task Force.

Administrator Pogge-Weaver updated the board on the Wold building study, Policy Committee, Extension Committee, and the Appleton Prison.

Chairman Pete Peterson asked for citizens comments. There were none.

Administrator Pogge-Weaver requested the approval of a contract with Schneider Corporation to complete the Swift County GIS base mapping project for \$53,661.65.

02-02-16-05 Commissioner Fox moved and Commissioner Rudningen seconded to approve the contract with Schneider Corporation. Motion carried unanimously.

Administrator Pogge-Weaver requested merging the Emergency Management Department into the Sheriff

Department per the RASP recommendation and updating the Emergency Management Director position description to reflect the change.

02-02-16-06 Commissioner Rudningen moved and Commissioner Edward Pederson seconded to approve the merger and the revisions to the position description. Motion carried unanimously.

Administrator Pogge-Weaver further requested the approval of a MOU between AFSCME Local #2538 – Courthouse Unit and Swift County including the additions of the Legal Assistant – Office Manager and the Tech Support Specialist positions to the group contract and adding optional flexible schedules with mutual agreement.

02-02-16-07 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the MOU. Motion carried unanimously.

Administrator Pogge-Weaver updated the board on the Strategic Plan including the all-group meeting with commissioners on February 16, 2016 at 1:00 PM.

02-02-16-08 Commissioner Rudningen moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 10:27 AM.

WITNESSED:

Peter Peterson, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
February 16, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Parks	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a resolution for GIA Maintenance Grant 2016-2017	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes, Resolution
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Resolution for GIA Maintenance Grant 2016-2017
BACKGROUND/JUSTIFICATION: Previous resolution approved by board will run out June 30, 2016	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Previous resolution approved through June 30, 2016

Budget Information

FUNDING: Fund will be primarily the Grant in Aid
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Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

**RESOLUTION
MINNESOTA TRAILS ASSISTANCE PROGRAM**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the State of Minnesota has made available through the **Minnesota Trails Assistance Programs** for the purpose of maintaining an Off Highway Vehicle Park, and

WHEREAS, the County of Swift desires to make available to its citizens and visitors, such an area for the aforementioned purposes, in harmony and keeping with its recreational plan, and

WHEREAS, the County of Swift is willing to operate, maintain and safeguard the facility as set forth in the Application, attached hereto, and made a part thereof,

NOW THEREFORE, BE IT RESOLVED, that the Swift County Chairperson of the Board and the Swift County Administrator execute the aforesaid Application and will make this resolution effective until June 30, 2017.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 16th day of February, 2016.

Peter Peterson, Chairperson

ATTEST:

Michel Pogge-Weaver
Swift County Clerk of the Board/ County Administrator

Fox	___	Hendricks	___	E. Pederson	___
P. Peterson	___	Rudningen	___		



Request for Board Action

BOARD MEETING DATE:
February 16, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Parks	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Petition for Outlet into CD #52, requesting hearing date (April 5th, 2016) and appoint viewer	
AGENDA YOU ARE REQUESTING TIME ON: February 16, 2016	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Landowner requests to petition land currently not assessed into CD #52 and be assessed for benefits.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: Fund will be primarily the Grant in Aid
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Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

BEFORE THE SWIFT COUNTY BOARD
ACTING AS DRAINAGE AUTHORITY FOR
SWIFT COUNTY DITCH #52
SWIFT COUNTY, MN

Petition for an Outlet, Pursuant
to Minnesota Statutes § 103E.401

WHEREAS, Thomas Gunter owns the NE ¼ of the NW ¼ & NW ¼ of the NE ¼ Sec. #15 T120-N, R39-W (Cashel Twp.)

WHEREAS, Thomas Gunter is requesting an outlet for the above mentioned property into Swift County Ditch #52

THEREFORE, the petitioner respectfully requests the following:

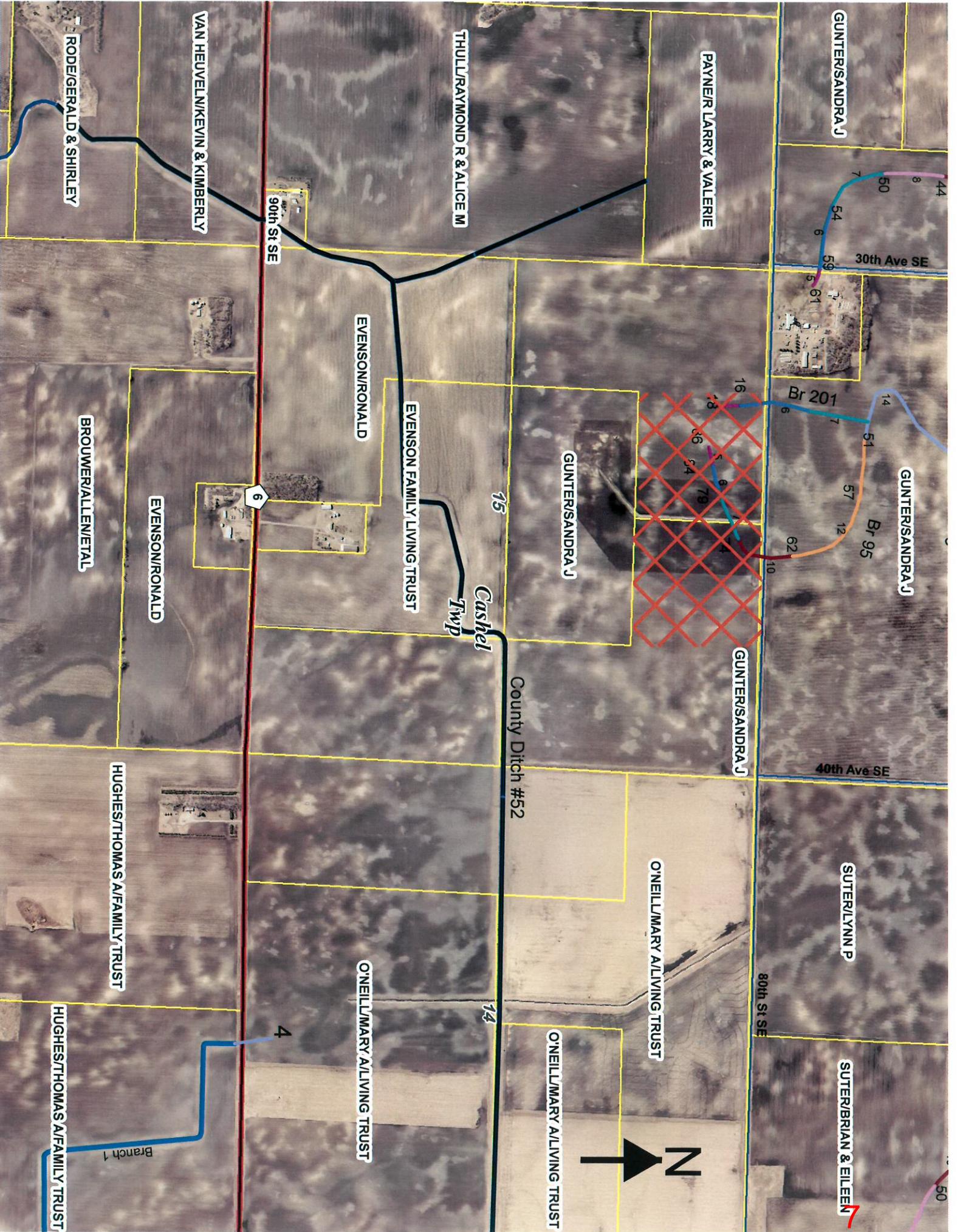
1. That the auditor set a time and location for a hearing on the above mentioned property, provide notice of the hearing by mail and publication pursuant Min. Stat. § 103E.401, subd. 4.
2. That the Drainage Authority conduct a hearing on the above mentioned property pursuant Min. Stat. § 103E.401, subd. 4 and describe and state in its order the property to be benefited by the drainage system and that an outlet fee and benefits to the property be determined.

Dated this 25th day of January, 2016

Thomas Gunter

Sandra Gunter

TJGunter Farms LLC



RODE/GERALD & SHIRLEY

VAN HEUVELN/KEVIN & KIMBERLY

THULL/RAYMOND R & ALICE M

PAYNEIR LARRY & VALERIE

GUNTERS/SANDRA J

90th St SE

30th Ave SE

EVENSON/RONALD

EVENSON FAMILY LIVING TRUST

GUNTERS/SANDRA J

BROWWER/ALLEN/ETAL

EVENSON/RONALD

Cashel Twp

15

County Ditch #52

GUNTERS/SANDRA J

Br 201

GUNTERS/SANDRA J

Br 95

40th Ave SE

HUGHES/THOMAS A/FAMILY TRUST

O'NEILL/MARY ALIVING TRUST

SUTER/LYNN P

80th St SE

O'NEILL/MARY ALIVING TRUST

O'NEILL/MARY ALIVING TRUST

SUTER/BRIAN & EILLEN

HUGHES/THOMAS A/FAMILY TRUST

Branch 1



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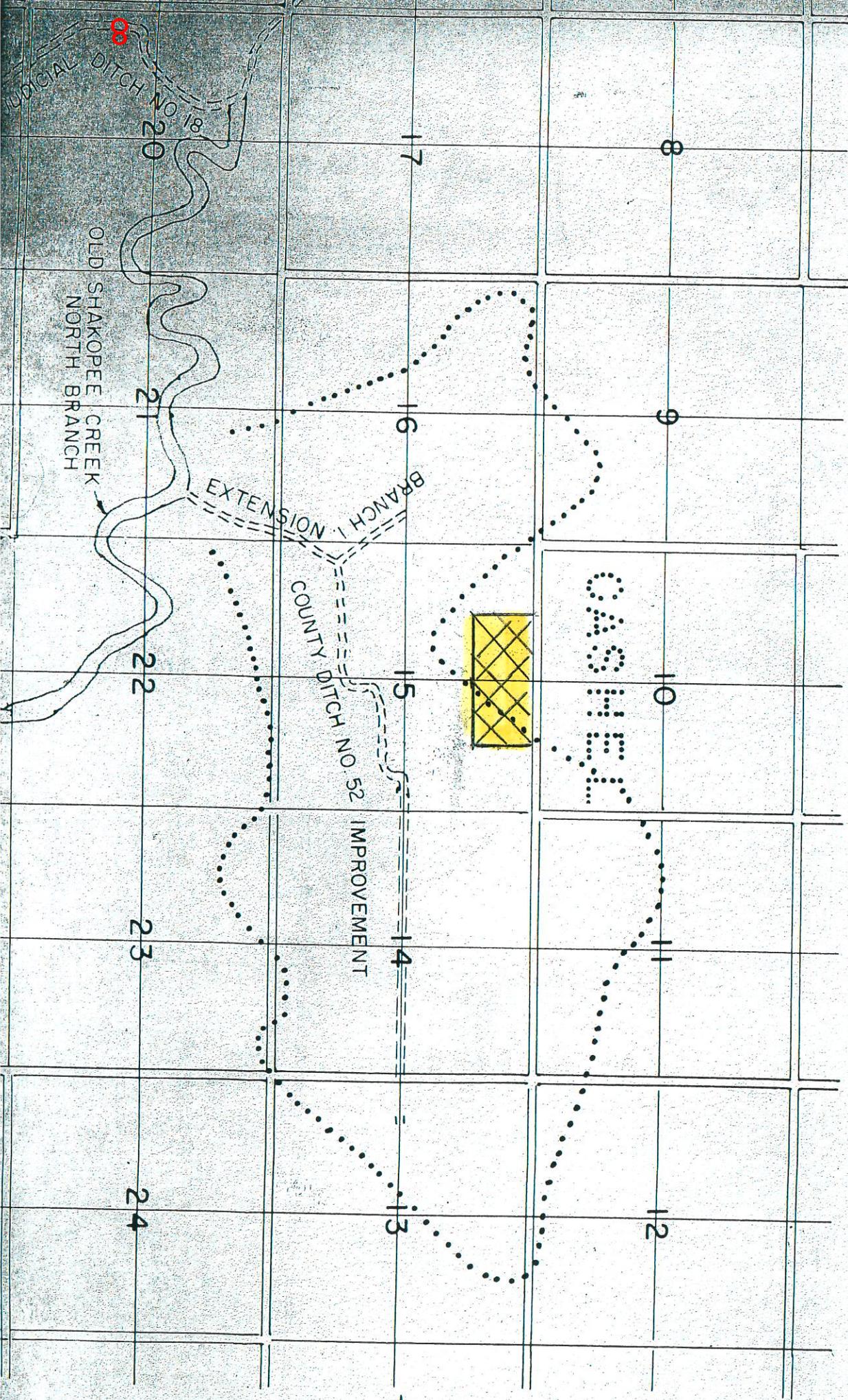
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OSHELBY



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JUDICIAL DITCH NO. 18

OLD SHAKOPEE CREEK
NORTH BRANCH

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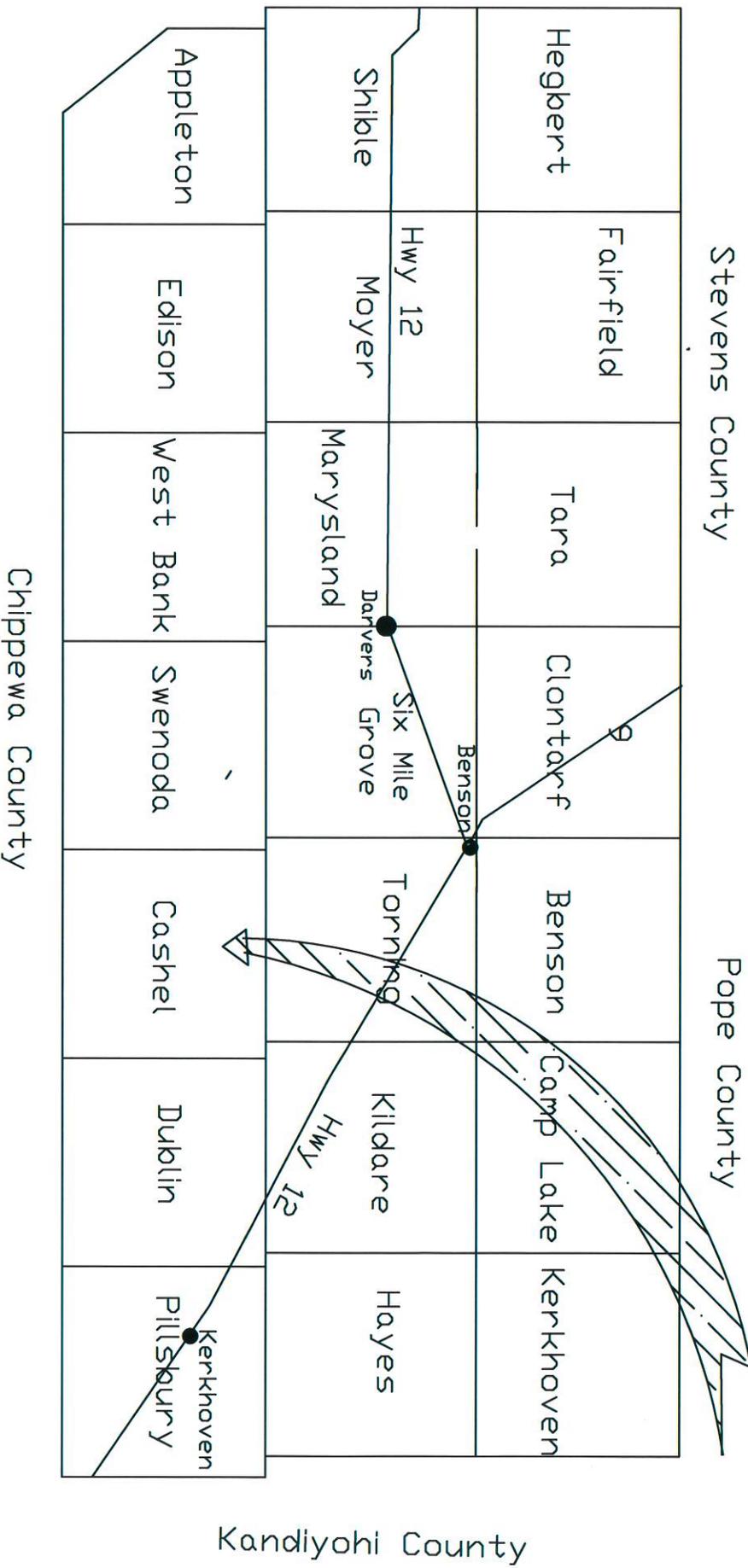
EXTENSION
BRANCH I.
COUNTY DITCH NO. 52

IMPROVEMENT

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Swift County, Minnesota
County Ditch #52 petition

Project area





Request for Board Action

BOARD MEETING DATE:
February 16th, 2016

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Permission to purchase a skid steer loader off of the State Contract.	
AGENDA YOU ARE REQUESTING TIME ON: February 16th, 2016	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: The Highway Department has budgeted to replace their skid steer loader this year.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING: Local

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Date of Quote: **February 11, 2016**



Company: **Swift County Highway Dept**
 Name: **Andy Sander**
 Address: **1635 Hoban Ave PO Box 241**
 City, State Zip **Benson, MN 56215-0241**
 Phone: **320.842.5251**
 Fax: **320.843.3543**

Price quote for: **STOCK NUMBER: S13862 SERIAL NUMBER: 0GTL00917 YEAR: 2014 HOURS: 775**

Spec #	Information Requested	Answer
1.0	MAKE AND MODEL	Caterpillar 279D
	Engine Type and SAE net HP	Caterpillar C3.3B DIT 72.9 HP
	Tier 4 Compliant? (Y/N)	Yes
	Length w/o attachments	117.9 in
	Height with operator cab	83.2 in
	Ground clearance	8.9 in
	Maximum height to bucket hinge pin	124.9 in
	Breakout force	7,285 lbs.
	Reach at maximum height	22.6 in.
	Dump angle at maximum height	39 degrees
	Dump height with standard bucket	97.8 in.
	Front clearance circle with standard bucket	88.8 in.
	Rear clearance circle	70.7 in.
	Tipping load - SAE rated	5870 lbs.
	Rated operating capacity - SAE	2,935 lbs.
	Standard bucket capacity - SAE heaped rating	.62 cu yd
	Operating weight - SAE rated	9,893 lbs.
	Travel speed	1 speed 5.2 mph/ 2 speed 8.4 mph
	Fuel tank capacity	24.8 gallons
	Cold weather starting assist	Glow Plugs - Engine Coolant Heater
	Battery CCA	880
	Alternator size - amps	80
	Transmission type	Hydrostatic
	Tire / Track size / width	15.7" track width
	Final drive chains and drive method	Drive sprocket to track drive
	Final drive chain adjustment / maintenance	Not required
	Gauges / instrumentation	Gauges: fuel level, hour meter Instrumentation: Engine coolant temperature, engine oil pressure, hydraulic oil temperature
	Pump type - GPM and PSI	Piston/23 GPM/3335 PSI
	Control valves	Hydraulic 3 section
	Hydraulic oil cooler	Included - air to oil
	Drive controls	Electro/Hydraulic - hand controls
	Lift and tilt controls	Electro/Hydraulic - hand controls
	Engine speed control	Both foot and hand control
	Work lights - front	Included 2 each
	Work lights - rear	Included 2 each
	Warranty	1 year Unlimited hour parts/labor

BASE UNIT PRICE: \$ 49,760.00

STOCK NUMBER: S13862 SERIAL NUMBER: 0GTL00917 YEAR: 2014 HOURS: 775

Spec #	Description	Price
1.0	BASE UNIT PRICE:	\$ 49,760.00
2.0	Skid Steer Options:	
2.2	PRESSURIZED CAB, HEATER/DEFROSTER, AIR CONDITIONING & DOOR	\$ 2,890.00
2.4	AIR SUSPENSION SEAT-VINYL	\$ 270.00
2.5	ELECTRIC WORK TOOL CONTROL	Included
2.6	TWO SPEED CONTROL	Included
2.7	ELECTRIC QUICK COUPLER	\$ 640.00
2.14	ADVANCED DISPLAY WITH BACKUP CAMERA	\$ 900.00
2.16	RADIO READY	\$ 100.00
2.17	RADIO AM-FM, CD, BLUETOOTH	\$ 330.00
2.20	DUAL SELF-LEVELING	\$ 580.00
2.21	EXTRA HEAVY DUTY 1000 CCA BATTERY	\$ 50.00
2.22	RETURN TO DIG/ WORKTOOL POSITIONER	\$ 190.00
2.26	PROPORTIONAL HYDRAULICS	Included
2.27	PRODUCT LINK, CELLULAR, PL421	\$ 900.00
2.28	FAN, COOLING DEMAND	Included
2.30	RUBBER BELT, 2 SPEED, TRIPLE FLANGE IDLERS	\$ 660.00
2.32	TRACK, RUBBER, 17.7 IN (450MM)	\$ 430.00
3.0	Bucket Options:	
3.14	BUCKET-GENERAL PURPOSE, BOLT ON CUTTING EDGE 84"	\$ 1,769.00
11.0	Snow Plow:	
11.5	SNOW PUSH, SSL, STD DTY 8'	\$ 6,600.00
11.6	SNOW PUSH, SSL, STD DTY 10'	Additional \$660
19.0	Other:	
19.26	PARTS MANUAL	\$ 70.00
19.27	OPERATIONS MANUAL	\$ 70.00
22.0	OEM EXTENDED WARRANTY OPTIONS	
22.6	3 Year - 3,000 Hour Premier Warranty - EXPIRES 6-18-2017	\$ 5,260.00
22.33	*does not include travel charges	
22.34	*see attached warranty statement	
24.0	VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM	See Deduct Below
25.0	DELIVERY CHARGES - DELIVERY STARTING POINT: City/St/Zip	Fergus Falls, MN
	MINIMUM DELIVERY CHARGE	\$250.00
	Total for 279D including options	\$ 71,719.00
	DEDUCT cost per Used Hour from the original Contract Price @ \$20/hour x 775 hours	\$ (15,500.00)
	NET PRICE after Discount	\$ 56,219.00
	LESS TRADE - 2003 New Holland LS170 S/N LMU019202 with GP Bucket	\$ (11,000.00)
	MN Sales Tax	Exempt
	GRAND TOTAL - 279D ID #S13862	\$ 45,219.00



Request for Board Action

BOARD MEETING DATE:
February 16th, 2016

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: TH 12 from Kerkhoven to Benson is being milled and overlaid . The State has asked if we wanted them to pave past the Mn/DOT R/W on any of our county roads connections. The county will need to pay for the work outside of the State R/W and this is the authorization allowing for this work and for the payment of the work.	
AGENDA YOU ARE REQUESTING TIME ON: February 16th, 2016	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: The state will overlay TH 12 in 2016 and if the county wants to have the road paved past the R/W we can do it our self or the state will do the work and bill the county.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING: Local

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None



Minnesota Department of Transportation

District 4 Detroit Lakes/Morris
1000 Hwy. 10 West
Detroit Lakes, MN 56501

Office Telephone: 218/846-3600

Fax: 218/846-7979

February 5, 2016

Mr. Andrew Sander
Swift County Engineer
1635 Hoban Avenue
Benson, MN 56215

Re: Cooperative Construction Agreement (MnDOT Contract No. 1001902)

Dear Mr. Sander:

This letter is in response to the proposed cooperative construction agreement between the Minnesota Department of Transportation and Swift County relating to MnDOT performing bituminous mill and overlay construction activities for Swift County on its upcoming project this summer (S.P. 7605-89). This work consists of milling and paving five county road connections to Trunk Highway 12 from the BNSF Railroad Company's mainline.

Enclosed with this letter are three copies of the agreement along with a suggested form for the required resolution. Please return two original copies of the agreement and resolution to my attention. If you have any further questions feel free to contact me. My telephone number is (218) 846-7944.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian L. Bausman', written over a light blue horizontal line.

Brian L. Bausman

Project Manager

Cc: M. Kelly-Sonnek, Municipal Agreements

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
SWIFT COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>7605-89</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>12=010</u>	<u>\$35,800.13</u>
Federal Project Number Trunk:	<u>NHPP 0012 (314)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Swift County acting through its Board of Commissioners ("County").

Recitals

1. The State will perform grading, bituminous mill and overlay and ADA improvements construction upon, along and adjacent to Trunk Highway No. 12 from 390 feet west of County Road No. 25 in Benson to 150 feet east of Parkwood Avenue in Kerkhoven according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 7605-89 (T.H. 12=010); and
2. The County has requested the State to include in its Project mill and overlay, pavement marking construction and flagging required for the construction on County Roads No. 14, 31, 35,74, and 81 adjacent to Trunk Highway No. 12 and the Burlington Northern Santa Fe railroad; and
3. The County wishes to participate in the costs of the mill and overlay and pavement marking construction and associated construction engineering; and
4. Agreement No. 1002308 between the State and the Burlington Northern Santa Fe Railway Company will address railroad flagging required for the County requested work; and
5. The County agrees to pay the State for those costs incurred by the State under Agreement No. 1002308 for railroad flagging; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the County; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 7605-89 (T.H. 12=010) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")

1.5. *Exhibits.* Preliminary Schedule "I" is on file in the office of the County Engineer and incorporated into this Agreement by reference.

2. Construction by the State

2.1. *Contract Award.* The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. *Direction, Supervision and Inspection of Construction.*

A. *Supervision and Inspection by the State.* The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

B. *Inspection by the County.* The County participation construction covered under this Agreement will be open to inspection by the County. If the County believes the County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the County participation construction covered under this Agreement.

2.3. *Plan Changes, Additional Construction, Etc.*

A. The State will make changes in the Project Plans and contract construction, which may include the County participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner.

B. The County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

C. The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, including associated construction engineering, before the completion of the contract construction.

2.4. *Satisfactory Completion of Contract.* The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the County as to the satisfactory completion of the contract construction.

3. Maintenance by the County.

Upon completion of the project, the County will provide the following without cost or expense to the State:

3.1. *Roadways.* Maintenance of County Roads No. 14, 31, 35, 74, and 81. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating and any other maintenance activities according to accepted County maintenance practices.

4. Basis of County Cost

4.1. *SCHEDULE "I".* The Preliminary SCHEDULE "I" includes all anticipated County participation construction items, lump sum on bid prices and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

- 4.2. **County Participation Construction.** The County will participate in the following at the percentages indicated.
- A. 100 Percent will be the County's rate of cost participation in all of the County road mill and overlay and pavement marking construction. The construction includes, but is not limited to, those construction items tabulated on Sheet(s) No. 2 of the Preliminary SCHEDULE "I".
 - B. 100 Percent will be the County's rate of cost participation in the BNSF railroad flagging performed under Agreement No. 1002308 as shown on Sheet No. 1 of the Preliminary SCHEDULE "I".

4.3. **Construction Engineering Costs.** The County will pay a construction engineering charge equal to 8 percent of the County participation construction covered under Article 4.2.A. of this Agreement.

4.4. **Plan Changes, Additional Construction, Etc.** The County will share in the costs of construction contract addenda for the County participation construction covered under this Agreement and any additional County requested work and plan changes.

The State reserves the right to invoice the County for the cost of any construction contract addenda and any additional County requested work and plan changes, including associated construction engineering, before the completion of the contract construction.

5. County Cost and Payment by the County

5.1. **County Cost.** \$35,800.13 is the County's estimated share of the costs of the railroad flagging covered under Agreement No. 1002308, the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised SCHEDULE "I" based on construction contract unit prices, which will replace and supersede the Preliminary SCHEDULE "I" as part of this agreement.

5.2. **Conditions of Payment.** The County will pay the State the amount as shown in the Revised SCHEDULE "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the County, including a copy of the Revised SCHEDULE "I".
- B. The County's receipt of a written request from the State for the advancement of funds, such request will occur after July 1, 2016.

5.3. **Final Payment, Additional County Requested Work, Completion of Railroad Flagging**

Upon completion of all contract construction and completion of all railroad flagging to be performed under Agreement No. 1002308, and upon computation of the final amount due the State's contractor, including additional work if requested under Article 2.3.B of this Agreement, the State will prepare a Final SCHEDULE "I" and submit a copy to the County. The Final SCHEDULE "I" will be based on final quantities of any additional County requested participation construction items and the construction engineering cost share due to additional requested work and the final amount due for railroad flagging under Agreement No. 102308. The computation by the State of the amount due from the County will be final, binding and conclusive.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155

Telephone: (651) 366-4634
E-Mail: maryanne.kellysonnek@state.mn.us

6.2. The County's Authorized Representative will be:

Name/Title: Andrew Sander, Swift County Engineer (or successor)
Address: 1635 Hoban Avenue, Benson, MN 56215
Telephone: 320-842-5251
Fax: (320) 843-3543
E-Mail: andrew.sander@co.swift.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

- 8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County.
- 8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

13.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

13.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the County.

13.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

SWIFT COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

MK-5

SWIFT COUNTY

RESOLUTION

IT IS RESOLVED that Swift County enter into MnDOT Agreement No. 1001902 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of mill and overlay and pavement marking construction as well as the railroad flagging required for the County requested work to be performed by the BNSF Railway Company under Agreement No. 1002308 with the State to be performed adjacent to Trunk Highway No. 12 and the BNSF railroad upon various County roads from 390 feet west of County Road No. 25 in Benson to 150 feet east of Parkwood Avenue in Kerkhoven under State Project No. 7605-89 (T.H. 12=010).

IT IS FURTHER RESOLVED that the _____ and the _____
(Title) are authorized to execute the Agreement and any amendments to the Agreement.
(Title)

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Swift County at an authorized meeting held on the _____ day of _____, 2016, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2016

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)

PRELIMINARY SCHEDULE "I"

Agreement No. 1001902

Swift County

S.P. 7605-89 (T.H. 12=010)

Preliminary: January 27, 2016

State Funds

Fed. Proj. NHPP 0012 (314)

Mill & overlay and pavement marking construction to start approximately April, 2016 under

State Contract No. _____ with _____ and railroad flagging to be performed by BNSF under Agreement No. 1002308

located on County Roads 14, 31, 35, 74 and 81 in Swift County.

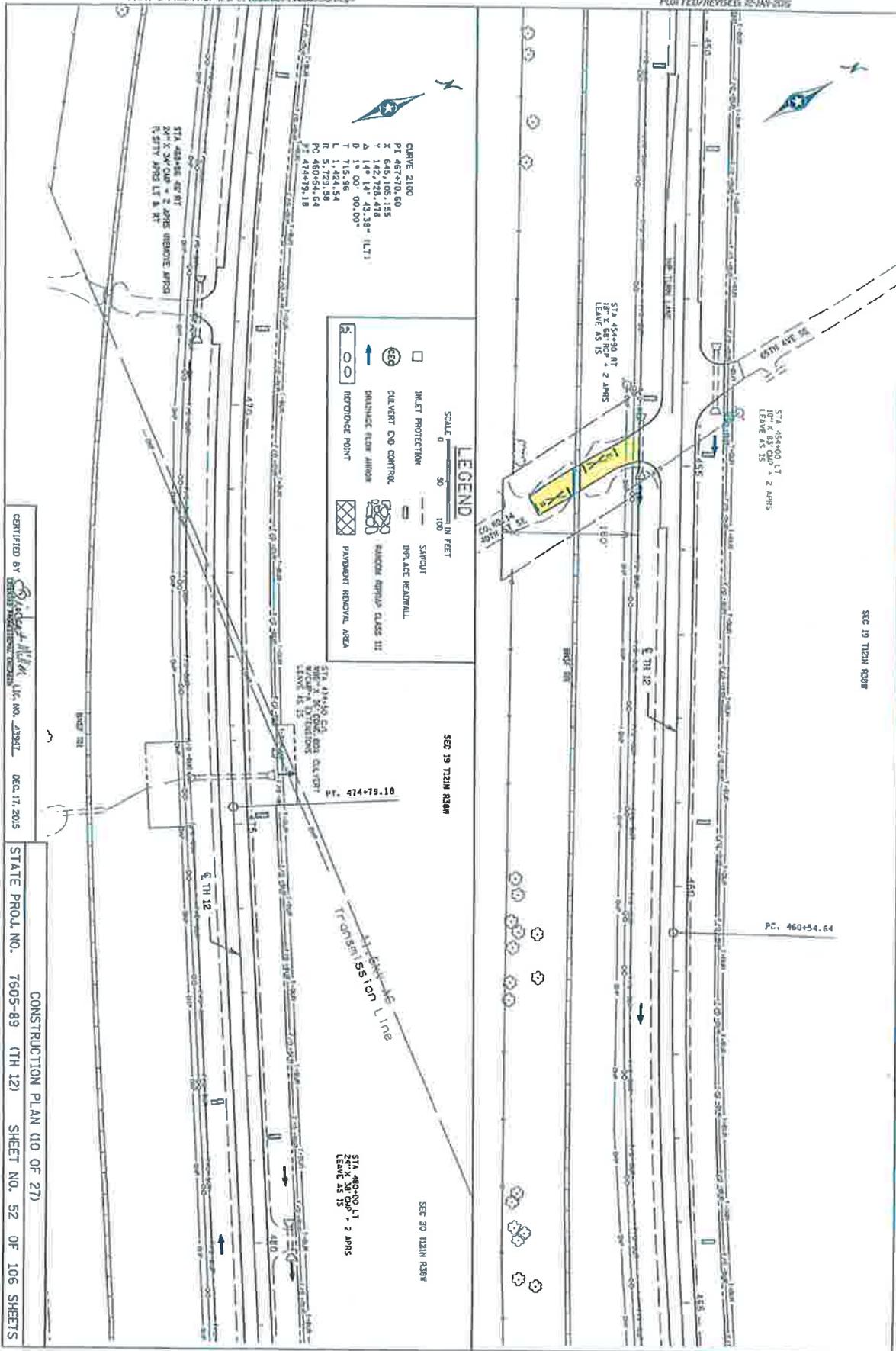
COUNTY COST PARTICIPATION - LUMP SUM BID-BASED

From Sheet No. 2	19,259.38
Subtotal	19,259.38
Construction Engineering (8%)	1,540.75
Railroad Flagging under Agreement No. 1002308 (Final amount based on actual costs)	15,000.00
(1) Total County Cost	\$35,800.13

(1) Amount of advance payment as described in Article 5.1 of the agreement (Estimated amount)

ITEM NUMBER	S.P. 7605-89 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2118.501	AGGREGATE SURFACING CLASS 1 MOD	TON	10.11	18.00	181.98
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3.B)	TON	166.82	70.00	11,677.40
2582.501	PAVEMENT MARKING - RR-PAVT MSSG PREF TAPE GR IN	SQ FT	370.00	20.00	7,400.00
	(1) 100% COUNTY			TOTAL	\$19,259.38

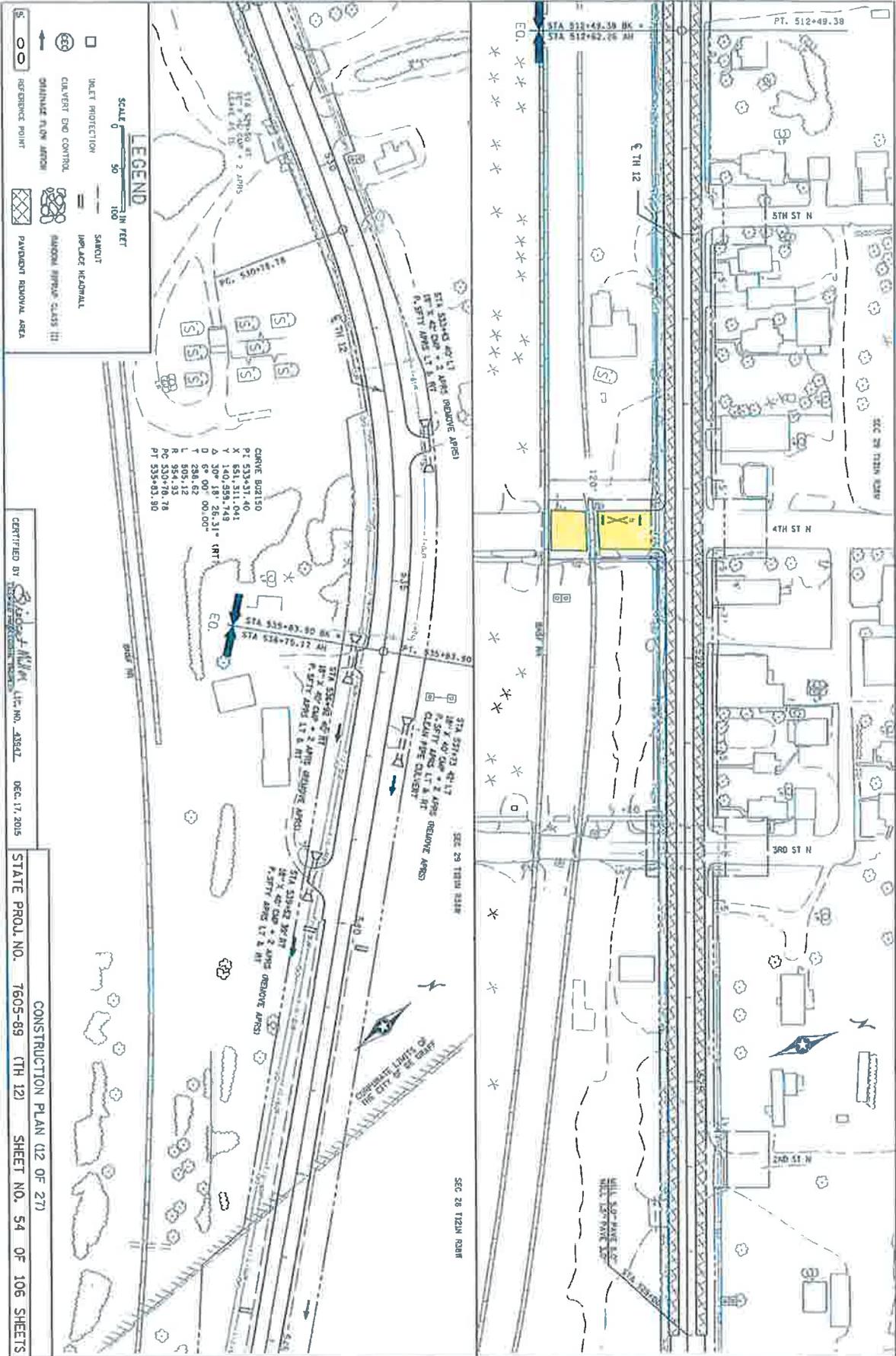
Data is considered Non-public prior to project award.



CERTIFIED BY: *[Signature]*
 TITLE: *[Title]*
 DATE: 12/2015

STATE PROJ. NO. 7605-89 T1H 121 SHEET NO. 52 OF 106 SHEETS

CONSTRUCTION PLAN (10 OF 27)

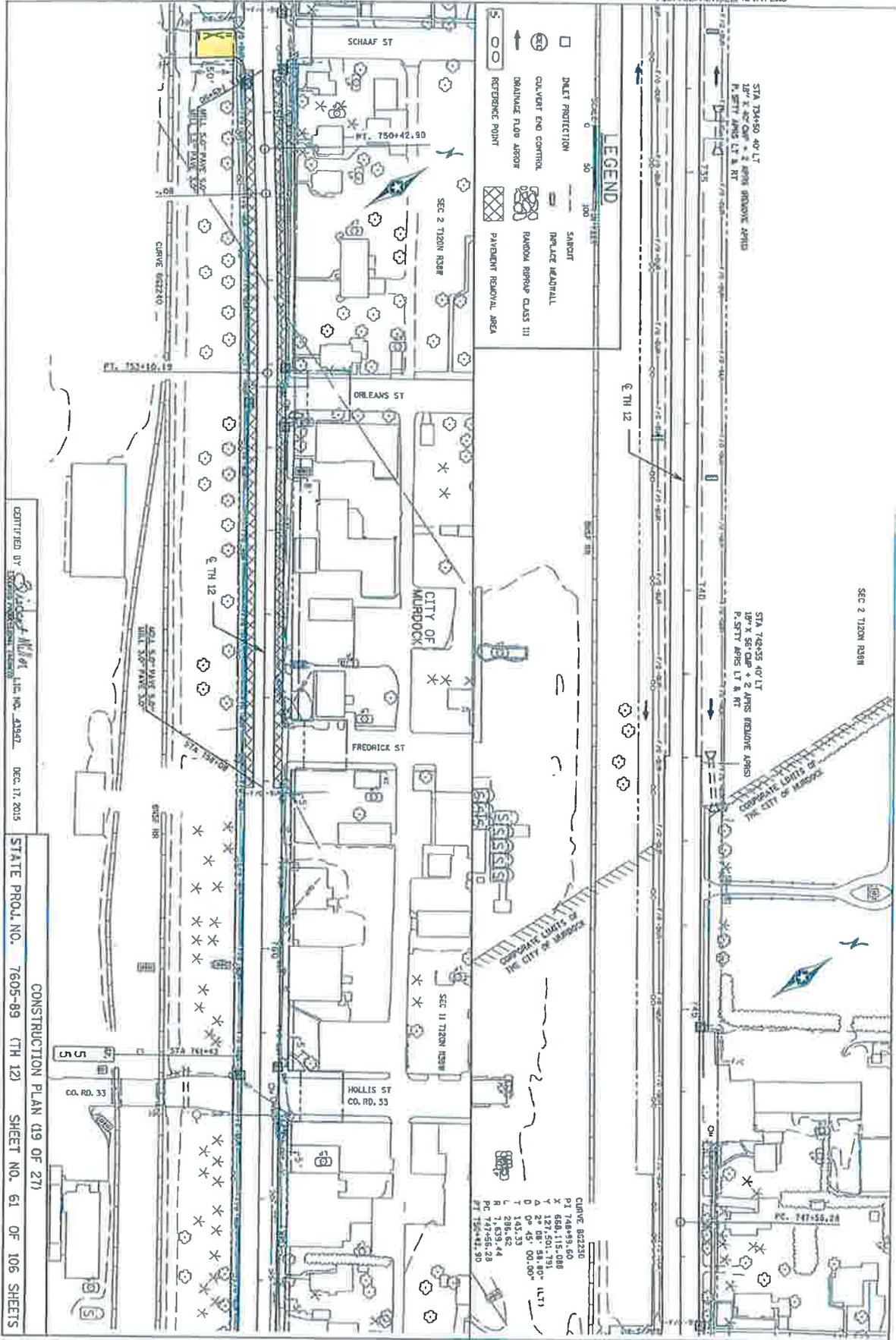


CERTIFIED BY: *[Signature]*
 LICENSE NO. 43822

DEC. 17, 2015

STATE PROJ. NO. 7605-89 (TH 12) SHEET NO. 54 OF 106 SHEETS

CONSTRUCTION PLAN (2 OF 27)



CURVE 802230

P1	748+93.50
X	688.115-088
Y	271.051-58.80° (LT)
D	45.00-00°
T	145.33
L	288.62
R	1,639.44
PC	748+93.50
PT	749+171.90

CERTIFIED BY: *[Signature]*
 STATE PROJ. NO. 7605-89 (TH 12) SHEET NO. 61 OF 106 SHEETS

CONSTRUCTION PLAN (19 OF 27)



Request for Board Action

BOARD MEETING DATE:
02/16/2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift Co HRA	REQUESTOR: Vicki Syverson	REQUESTOR PHONE: 320-843-4676
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of demolition committee format.	
AGENDA YOU ARE REQUESTING TIME ON: Demolition Program	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Demolition Committee has met. We have written an initial format; we are looking for County Commissioner approval.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: \$100,000 Levy

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Swift County Demolition Program - 2016

Objective: The Swift County HRA is an advocate for neighborhood initiatives in the County and is active in a variety of strategic partnerships to promote community revitalization and reinvestment in central business districts and residential neighborhoods. The Swift County Demo Fund as administered by the HRA will promote and facilitate community revitalization & reinvestment in residential neighborhoods and central business districts.

Purpose: To reenergize county neighborhoods through blight elimination while enhancing the health, safety and general welfare of the community.

- A strong emphasis will be placed on the subject land for purposeful reuse that stimulates reinvestment.
- The program is not intended to eliminate the financial and maintenance responsibility of private property owners.
- The program is principally designated to address municipal owned structures (tax forfeiture) or privately owned properties key to a community's revitalization plan.
- In the event demand of demolition funds exceeds available dollars, preference may be given to those municipalities who have not received demolition assistance during the previous 12 month period.

Funding: Program match or percentage or dollar amount and revitalization conditions for each of the following property type and may require both owner and local municipality match: Some funds may be in-kind, but must be approved by the City or Municipality.

Single family residential

- 75% of the difference between demo cost and city grant, not to exceed \$2,500. County match not to exceed city grant.

Example: total cost of demolition \$6,230. City grant = \$2,500
County match 75% X (total cost \$6,230 – city match \$2,500) = \$2,797.50
Limit is \$2,500 County Match so owner pays \$1,230

Commercial structures

- 50% match requirement and the county portion will not exceed \$7,500.
- Reuse must fit within local zoning ordinance, county comprehensive plan or redevelopment efforts

Municipal-owned (tax forfeiture/court-ordered) residential properties:

- County – City match 50 -50, but County match not to exceed \$2,500.

Special projects

- Consideration given to special projects based on revitalization criteria; reinvestment, job creation, and overall economic impact. Match, including in-kind match, requirements are determined on a case-by-case basis. (necessary for fed ED use match)

Other:

Reimbursements will not be issued without City/Municipality approval.

Residential property owners will be encouraged to contact the County Assessor to request tax parcel combinations.

Swift County Demolition Program - 2016

_____ Address of property and parcel number _____

_____ Municipality or City _____

_____ Residential _____ Commercial _____

_____ 2 Competitive demolition bids if not, why? _____

_____ Photograph of property

_____ Is this property adjacent to the owner's property?

_____ Is this property going to be combined for a tax parcel combination?

_____ Is the applicant current on property taxes on parcels located in Swift County, or has not owned property in Swift Co that was tax-forfeited to the State of MN within the last 10 years?

_____ Approval from Municipality or City for matching funds

_____ Public works permit – to disconnect public and private services ie: gas, water, and sewer.

_____ Cost breakdown – to include demo and disposal costs to state approved site

_____ City _____ County _____ Owner _____

_____ Is the County portion equal to or less than \$2,500 for Residential?

_____ Is the County portion equal or less than \$7,500 for Commercial?

_____ If there is no owner share – document why

_____ Prepare paperwork for HRA approval

_____ HRA approval _____

Date

_____ Notify County Board

_____ Name, address, contact information of applicant



Request for Board Action

BOARD MEETING DATE:
February 16, 2016

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 appointing revisions to Section 3.02 of the SCBH bylaws	
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: SCBH has approved revisions to Section 3.02 of their bylaws. This section is about board membership. The proposal is to add the ability for either the City of Benson or Swift County to appoint a non-voting ex-officio member to the SCBH board of directors when they have not appointed one of their elected officials to the board. Benson has requested this change as they currently don't have any of their City Council members on the SCBH board of directors and would like to have one of their council members involved in the discussion. This change does not change the current mix of voting board members to the SCBH board of directors. After bylaw changes are approved by the SCBH hospital board, they require approval of the Benson City Council and the Swift County Board before they take effect. That is why action is now requested of Swift County.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: None

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

SECTION 3.02 NUMBER, ELECTION, ELIGIBILITY

The hospital district shall be governed by a Board of Directors of nine (9) members. All members of the Hospital Board at the time the hospital district is organized shall continue in office until the members of the first board of the hospital district are elected and qualified.

Three (3) directors shall be ~~appointed~~ by the City Council of Benson and six (6) directors shall be ~~appointed~~ by the County Board of Swift. One of the six (6) members appointed by the county shall be an active member of the Medical Staff. By resolution, the Board of Directors may recommend to the City of Benson and the County of Swift that up to three (3) additional voting members be added to the Board of Directors, each for three (3) year terms. Appointment of these directors shall maintain the balance of two-thirds county representation and one-third city representation. Each of the political subdivisions electing directors shall assign terms of office to each director according to staggered terms wherein one-third of the members shall be elected for a term to expire one (1) year from the next December 31st, one-third for a term to expire two (2) years from that date, and the third one-third for a term to expire three (3) years from that date.

There should be no limitations on the number of terms that directors may serve except as those limitations are applied by the respective political subdivisions electing directors.

The Administrator of the Hospital shall be an ex-officio member.

If one of the voting members appointed by the Benson City Council pursuant to this Section is not a member of the Benson City Council then the Benson City Council may, in its discretion, appoint one of its members to serve as an ex-officio member of this board to serve as long as no member of the Benson City Council is a voting member of this board.

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If one of the voting members appointed by the Swift County Board pursuant to this Section is not a member of the Swift County Board then the Swift County Board may, in its discretion, appoint one of its members to serve as an ex-officio member of this board to serve as long as no member of the Swift County Board is a voting member of this board.

Three (3) months before the first meeting of a new year, the Chair of the Board of Directors shall appoint a nominating committee composed of three (3) Directors and the Hospital Administrator. One of the members shall serve as chairman of the said nominating committee. The nominating committee shall solicit recommendations for nominations for available seats on the Board of Directors. These nominations shall be submitted to the political subdivision responsible for electing an individual to a vacant position.