

Notice & Agenda

Swift County Board of Commissioners

Tuesday, October 7, 2014

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:03 a.m.		Consent Agenda
	1-2	(1) Minutes from the September 16, 2014 Meeting
	3	(2) Consider approving a Mission Alignment and Name Change for Restorative Justice
	4-6	(3) Consider approving Health Insurance Premiums and County Contributions Effective January 1, 2015
	7-14	(4) Consider appointing a Medical Examiner
	15-16	(5) Consider approving a request to the State Auditor requesting release from State Examiner's
	17-20	(6) Consider approving the purchase of a router
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Commissioner and Board reports
9:20 a.m.		County Administrator report
9:25 a.m.		Citizens Comments
9:25 a.m.		Update by Richard Lee, Woodland Center CEO
9:40 a.m.	21	Presentation by Kevin Beyer of Federated Telephone and Jacki Anderson of the Upper Minnesota Valley Regional Development Commission
9:55 a.m.		Mike Johnson, Park, Draining, and Wetlands Supervisor
	22-24	Consider approving the proposed 2015 ditch assessments
10:10 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

September 16, 2014

Chairman Fox called the meeting to order at 11:00 AM with all members present as well as County Administrator Mike Pogge-Weaver, County Auditor Kim Saterbak and Amanda Ness.

Chairman Fox asked for any changes or additions to the agenda. None were requested.

09-16-14-01 Commissioner Klemm moved and Commissioner Rudningen seconded to approve the agenda as presented.

09-16-14-02 Commissioner Hendrickx moved and Commissioner Peterson seconded to approve the Consent Agenda which consisted of: (1) Minutes from the September 2, 2014 Meeting (2) Minutes from the September 2, 2014 Closed Meeting (3) Approval of the 2014 EMPG Grant and (4) Approval of the Absentee Ballot Board.

09-16-14-03 Commissioner Rudningen moved and Commissioner Klemm seconded to approve the Commissioner warrants as follows: Revenue: \$82,991.11; Road and Bridge: \$278,135.61; Solid Waste: \$19,921.93; County Health Insurance: \$530.00; State Fund Agency: \$25.50; and County Ditches Fund: \$6,318.69 which includes the following bills over \$2,000: Chappell Central Inc, \$2,812.00; CliftonLarsonAllen LLP, \$4,000.00; Comm of Finance, \$2,232.00; Computer Professionals Unlimited Inc, \$5,098.00; Duininick Inc, \$173,283.04; Kandiyohi County Sheriffs Dept, \$5,046.87; Morris Sealcoat and Trucking Inc, \$15,357.99; Newman Traffic Signs, \$2,090.41; Overholser Properties LLC, \$3,250.00; Pflipsen Trucking LLC, \$10,258.08; Pioneerland Library System, \$29,241.00; Riley Brothers Companies, \$71,138.61; Ron Ringquist, \$3,138.64; Simplex Grinnell, \$4,350.67; Villard Implement Co, \$2,374.05; Waste Management of Northern Minnesota, \$7,027.53; and WEX Bank, \$4,860.96. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Fox reported on the Revolving Loan Fund, Ditch Meeting, Restorative Justice, Woodland Centers, Pomme de Terre Watershed, and Private Industry Council. Commissioner Klemm reported on the Ditch Meeting and RDA. Commissioner Peterson reported on Countryside Public Health and 6W Corrections. Commissioner Rudningen reported on the AMC Policy Committee. Commissioner Hendrickx reported on the AMC Policy Committee, 6W Corrections, Planning and Zoning, the Ditch Meeting, and Woodland Centers.

Administrator Pogge-Weaver updated the board on the AMC Policy Committee and the Organization and Planning Retreat planned for Friday, December 5th and Saturday, December 6th.

Extension Office Manager Casey Olson introduced the new 4-H Program Coordinator, Janelle Lanoue, to the board.

County Engineer Andy Sander requested approval of a resolution allowing the Chair and the Administrator to sign an agreement between Swift County and the Minnesota DNR for a trail along CR 51 between Marsh Lake and the City of Appleton.

09-16-14-04 Commissioner Hendrickx moved and Commissioner Rudningen seconded to accept the resolution regarding the Minnesota DNR trail. Motion carried unanimously.

Engineer Sander further requested that the board consider renewing the lease for the Hippe Property.

09-16-14-05 Commissioner Peterson moved and Commissioner Klemm seconded to approve renewing the Hippe Property lease. Motion carried unanimously.

Mr. Sander also presented the board with bids for the annual maintenance striping.

09-16-14-06 Commissioner Hendrickx moved and Commissioner Rudningen seconded to accept the bid of \$29,766.64 from AAA Striping Service. Motion carried unanimously.

Environmental Services Director Scott Collins asked the board to consider approving an amendment to Conditional Use Permit #4512 to Gerald Ostebauer (Owner)/AT&T Mobility (Lessee) for a tower upgrade.

09-16-14-07 Commissioner Hendrickx moved and Commissioner Peterson seconded to approve the amendment to CUP #4512. Motion carried unanimously.

County Auditor Kim Saterbak presented and reviewed the 2015 ditch assessments with the board.

Auditor Saterbak further requested that the board consider Mary Evans Brei's bid for tax-forfeited property Parcel #22-0078-000 in Appleton.

09-16-14-08 Commissioner Peterson moved and Commissioner Rudningen seconded to deny the bid of \$176.00 for the tax-forfeited property in Appleton. Motion carried unanimously.

After some discussion, it was decided that Ms. Saterbak should look into the option of the County retaining the property and renting it to Ms. Brei.

Administrator Pogge-Weaver presented the board with a resolution setting the 2015 Preliminary Budget and Levy at 5.99% with a balanced budget and the proposed changes resulting in a gross levy of \$9,590,848.

09-16-14-09 Commissioner Hendrickx moved and Commissioner Peterson seconded to accept the proposed budget and levy with the following changes, restoring the Swift Planning Grants of \$25,000 to the Board Discretionary Fund and having a deficit budget of \$25,000. Motion carried 3-2 with Commissioner Fox and Commissioner Rudningen opposing.

Mr. Pogge-Weaver further presented a resolution setting the 2015 Truth-in-Taxation meeting for December 2, 2014 at 6:00 PM.

09-16-14-10 Commissioner Rudningen moved and Commissioner Peterson seconded to accept the resolution. Motion carried unanimously.

Chairman Fox adjourned the meeting at 12:13 PM.

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
October 7, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Restorative Justice	REQUESTOR: Jacquie Larson	REQUESTOR PHONE: 320-843-2493
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a Mission Alignment and Name Change for Restorative Justice	
AGENDA YOU ARE REQUESTING TIME ON: October 7, 2014	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: On behalf of the Restorative Justice Advisory Group and the current Restorative Justice community, the following requests are recommended for approval by the Swift County Board of Commissioners: 1. Change of department's name to "Swift County Restorative Practices Programs." 2. Mission alignment statement to read. "Swift County Restorative Practices (RP) Programs use principles and processes from the Peacemaking Circle traditions that emphasize positive relationship building for the health and welfare of Swift County communities, plus restore relationships when harm has occurred, which often involve court ordered Circles."	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Background previously presented to the Board in September 2014.

Budget Information

FUNDING: Click here to enter text.
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Review/Recommendation

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



Request for Board Action

BOARD MEETING DATE:
October 7, 2014

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving Health Insurance Premiums and County Contributions Effective January 1, 2015	
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 adopt a resolution setting Health Insurance Premiums and County Contributions when there is a change in the rates. For 2015, health insurance rates are proposed to increase 1.05%. The attached sheet shows the 2014 rates and the proposed 2015 rates along with employer and employee contributions.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Background previously presented to the Board in September 2014.	

Budget Information

FUNDING: Click here to enter text.
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Review/Recommendation

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

Swift County 2015 Health Premiums

Monthly Total Premium as Recommended by the Health Insurance Committee

Health Insurance Plan	2014			2015				
	Premium/month	Employer Portion *	Employee Portion	Premium/month	Increase	Employee Increase	Employer Portion *	Employee Portion
\$500 – 80% Plan Single	\$ 771.50	\$ 771.50	\$ -	\$ 779.50	\$ 8.00	\$ -	\$ 779.50	\$ -
\$500 – 80% Plan Family	\$ 2,039.50	\$ 1,524.50	\$ 515.00	\$ 2,061.50	\$ 22.00	\$ 11.00	\$ 1,535.50	\$ 526.00
\$2,250 VEBA Plan Single	\$ 685.50	\$ 685.50	\$ -	\$ 692.50	\$ 7.00	\$ -	\$ 692.50	\$ -
\$2,250 VEBA Plan Family	\$ 1,811.00	\$ 1,371.00	\$ 440.00	\$ 1,830.00	\$ 19.00	\$ 9.50	\$ 1,380.50	\$ 449.50
\$2,600 HSA Plan Single	\$ 614.50	\$ 614.50	\$ -	\$ 621.00	\$ 6.50	\$ -	\$ 621.00	\$ -
\$2,600 HSA Plan Family	\$ 1,604.31	\$ 1,371.00	\$ 233.31	\$ 1,621.50	\$ 17.19	\$ 8.60	\$ 1,380.00	\$ 241.50

* Amount does not include employer contribution to VEBA and HSA accounts. The puts the following in a VEBA or HSA account: \$93.75 per month for single and \$187.50 per month for family coverage.

RESOLUTION

**APPROVING HEALTH INSURANCE PREMIUMS AND COUNTY CONTRIBUTIONS
EFFECTIVE JANUARY 1, 2015**

BE IT RESOLVED, by the Swift County Board of Commissioners that the monthly premiums for the County’s group health insurance scheduled to become effective January 1, 2015, as listed below and subject to final rates from the third party administrator, are approved:

<u>Health Insurance Plan</u>	<u>Individual</u>	<u>Dependent</u>
\$500 – 80% Plan	\$779.50	\$2,061.50
\$2,250 VEBA Plan	\$692.50	\$1,830.00
\$2,600 HSA Plan	\$621.00	\$1,621.50

BE IT FURTHER RESOLVED, that effective January 1, 2015 the County shall contribute up to the following toward the County’s group health insurance premiums for all benefits eligible employees:

\$500 – 80% Plan	\$1,535.50
\$2,250 VEBA Plan	\$1,380.50 + VEBA Contribution (\$1125 single/2250 family)
\$2,600 HSA Plan	\$1,380.00 + HSA Contribution (\$1125 single/2250 family)

The above contributions shall be pro-rated, in accordance with the appropriate labor contracts and employment agreement, for those benefits eligible employees that receive pro-rated benefits. The \$2,600 HSA Plan (also known as the Minimum Value Plan) will only be offered in 2016 and beyond if it is found to be beneficial by the County.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 7th day of October 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel Pogge-Weaver, County Administrator



Request for Board Action

BOARD MEETING DATE:
October 7, 2014

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 a Medical Examiner	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: State Statute requires a County Coroner or Medical Examiner be appointed by the County
BACKGROUND/JUSTIFICATION: <p>Since Dr. Dammeyer resigned as the County Coroner, the county has been without a primary coroner. Staff has reviewed various options for coroner services. In this review, staff held discussions with County about their Medical Examiner services that they provide to various counties. This includes providing a range of services including training to our deputies, being available to answer questions during suspicious deaths, and performing public autopsy services when necessary. After meeting with staff from Anoka County, Sheriff Holtz and Administrator Pogge-Weaver believe the services from Anoka County will be at an overall lower cost and will save staff time when an autopsy is required due to less travel time to Anoka County versus Ramsey County.</p> <p>For these reasons we are requesting that the County enter in to a contract with Anoka County for Medical Examiner Services and appoint Dr. A. Quinn Strobl as the Swift County Medical Examiner for these services. With an appointed Medical Examiner the county will no longer need a County Coroner.</p>	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: The bases costs to the County is \$125.00 a month with individual public autopsies costing \$2,000 per autopsy. This will be covered by the corner line item in the County's budget.
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Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Contract reviewed to form	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

RESOLUTION

APPOINTING A COUNTY MEDICAL EXAMINER

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the contract with Anoka County for Medical Examiner Services is approved and the Board Chair and Clerk of the Board are directed to execute said contract on behalf of the County, and

BE IT FURTHER RESOLVED, that Dr. A. Quinn Strobl is appointed the Swift County Medical Examiner effective December 1, 2014 through December 31, 2015 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 7th day of October 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

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

Fox __

Hendrickx __

Klemm __

Peterson __

Rudningen __

**Contract for
Medical Examiner Services**

This CONTRACT is entered into by and between **Anoka County, Minnesota**, 14341 Rhinestone St NW, Ramsey, MN 55303 and **Swift County, Minnesota**, 301- 14th Street N., Benson, MN 56215.

RECITALS:

- 1.) Anoka County has appointed Dr. A. Quinn Strobl, Medical Examiner, who is a doctor of medicine licensed to practice medicine in the state of Minnesota and a forensic pathologist certified by the American Board of Pathology, as Medical Examiner for Anoka County pursuant to Minn. Stat. § 390.33.
- 2.) Dr. Quinn Strobl, with assistance of county staff in the Anoka County Medical Examiner's Office, provides Medical Examiner services as set forth in Minn. Stat. Chap. 390.
- 3.) Anoka County is willing to provide autopsy services to other counties upon terms and conditions as authorized by Minn. Stat. § 390.252.
- 4.) Swift County wishes to contract with Anoka County for the provision of autopsy services to Swift County.

THEREFORE, IT IS MUTUALLY AGREED:

1. TERM.

- 1.1 This Agreement will commence on December 1, 2014, and will terminate on December 31, 2015.
- 1.2 This Agreement will automatically renew for one additional year unless either party notifies the other party in writing, before September 30, 2015, of their intent not to renew the agreement.
- 1.2 This Agreement may be terminated early as provided in Section 6. TERMINATION.

2. SERVICES.

- 2.1 Upon request, Anoka County will provide services as described in Attachment A, which is incorporated into and made a part of this Agreement.

3. COMPENSATION.

- 3.1 Swift County will pay Anoka County, as compensation for autopsy services and related consultation and testimony, according to the current Anoka County Fee schedule, a copy of which is attached hereto as Exhibit B. Additionally, Swift County will pay to Anoka County a monthly administrative fee of \$125.00 to be paid quarterly beginning January 1, 2015.

3.2 In addition to the base amount the ME office may also charge for legal time incurred, as a result of cases processed, according to its standard fee schedule. This fee may include preparation time, meetings with attorneys and actual court time.

4. AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING.

4.1 Anoka County will maintain appropriate records related to services provided under this Agreement.

4.2 Anoka County agrees to allow Swift County, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of Anoka County that are relevant to this Agreement, pursuant to Minn. Stat. § 16C.05, subd. 5.

5. STANDARDS AND LICENSES

5.1 Anoka County will provide services only with those personnel who are properly licensed by the State of Minnesota (or other regulatory authority).

5.2 Anoka County will comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.

6. TERMINATION.

6.1 This Contract will terminate under the following circumstances:

6.1.1 by the parties' mutual written agreement;

6.1.2 upon at least 3 months written notice specifying the termination date, given by either party, with or without cause;

6.1.3 if a party is in breach of a material obligation under this Agreement and has not cured the breach within 15 days of written notice specifying the breach, this Agreement will terminate immediately unless the other party consents to extend the cure period, which consent will not be unreasonably withheld so long as the breaching party has commenced cure during the 15 day notice period and pursues cure of the breach in good faith.

6.1.4 automatically without notice on December 31, 2016.

6.2 Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Swift County of its obligation to pay all charges that accrued prior to such termination.

6.3 The parties' rights and obligations under this Agreement shall survive termination of this Agreement.

7. DATA PRACTICES.

7.1 Anoka County is required to comply with the provisions of the Minnesota government data practices act, Minn. Stat. Ch. 13, in collecting creating, receiving, maintaining, disseminating, or using data for any purpose in the course of its performance of this Agreement.

7.2 The parties both agree to abide by applicable statutes, rules, and regulations related to data privacy and as they may be amended.

8. NON-DISCRIMINATION.

8.1 The parties agree to comply with applicable federal or state laws and regulations and county policies related to affirmative action and non-discrimination.

9. INDEMNIFICATION.

9.1 Anoka County agrees that it will defend, indemnify, and hold harmless Swift County against any and all liability, loss, damages, costs, and expenses which Swift County may hereafter sustain, incur, or be required to pay by reason of any negligent act or omission or intentional act of Anoka County, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of services under this Agreement.

9.1.1 This duty to defend, indemnify and hold harmless by Anoka County shall exclude any and all negligent or intentional acts of Swift County, its employees, servants or agents.

9.1.2 Nothing in this Agreement waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. §§ 3.732 et seq. or any other applicable law.

10. INDEPENDENT CONTRACTOR.

10.1 Nothing in this Agreement is intended or should be construed in any manner as creating or establishing a co-partner relationship between Anoka County and Swift County or as constituting Anoka County or its employees as the agent, representative, or employee of Swift County for any purpose.

11. MINNESOTA LAW

11.1 Minnesota laws govern all questions related to the Contract.

11.2 The parties will venue any proceedings related to this Agreement in the Anoka County District Court, State of Minnesota.

12. NOTICE

12.1 Notice is to be given in writing and either sent by mail or delivered in person.

12.1.1 Notice for Swift County will be directed to Michel Pogge-Weaver, County Administrator, Swift County Office Building, 301 – 14th St. N., Benson, MN 56215.

12.1.2 Notice for Anoka County will be directed to Don Ilse, Human Services Division Manager, 2100 Third Avenue, Anoka, MN 55303.

12.2 Notice served by mail is deemed received 3 days after mailing.

13. MODIFICATIONS

13.1 Material alterations, modifications or variations of the terms of this Agreement, shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

14. MERGER

14.1 It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

The parties have entered into this Agreement as of the date first written above.

County of Anoka, Minnesota

County of Swift, Minnesota

By: _____
Rhonda Sivarajah
Chair, Board of Commissioners

By: _____
Joe Fox
Chair, Board of Commissioners

Date: _____

Date: _____

Attest:

Attest:

By: _____
Jerry Soma
County Administrator

By: _____
Michel Pogge-Weaver
County Administrator

Approved as to form:

Approved as to form:

Nancy Norman Sommer
Assistant County Attorney

Robin Finke
Swift County Attorney

Attachment A

Autopsy Services to be Provided

1. Reliable and issue-focused forensic autopsy services on a timely basis.
2. Autopsies performed by forensic pathologist.
3. Compliance with Joint Commission on Accreditation of Hospitals Organization, College of American Pathology, National Association of Medical Examiner guidelines for autopsy procedures. Accreditation by the National Association of Medical Examiners.
4. Assistance in special techniques for positive identification.
5. Toxicology performed by an accredited forensic toxicology laboratory.
6. Record maintenance of photographs, toxicology and basic radiographs.
7. Weekday, weekend and holiday coverage.
8. Timely communication with family, including notification of legal next of kin, and notification to identified attending physician.
9. Notifying next of kin when an autopsy is performed; sending a personalized letter to family to accompany the autopsy report on non-criminal cases.



Request for Board Action

BOARD MEETING DATE:
October 7, 2014

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: Consider approving a request to the State Auditor requesting release from State Examiner's.	
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: Attached is a draft of the letter I plan to send to our State Auditor. This letter will request the State to release us from requiring the State Examiners prepare our annual budget and allow us to continue to use a private audit firm. The State Examiner's costs, in the past, have far exceeded the amount we have contracted with our private auditing firm (ClifftonLarsonAllan). We are only allowed a release for a period of three years, after which, we must request their approval for another three year period.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

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

Kimberly A. Saterbak
Swift County Auditor

301 14th St N
P.O. Box 288
Benson, MN 56215

Phone (320) 843-4069
Fax (320) 843-2275

e-mail:
kim.saterbak@co.swift.mn.us

September 29, 2014

The Honorable Rebecca Otto
Minnesota State Auditor
525 Park Street, Suite 500
St. Paul, MN 55103

Dear Honorable Rebecca Otto:

Please accept this letter as Swift County's official request to continue to contract with a private audit firm to conduct the annual audit examination. Swift County has been released from the State Examiners for the last nine years, which will end after the 2014 year. We would like to continue our release for an additional three years.

During the nine years our audit has been completed by the private audit firm, we have received the opinion that our financial statements have been presented fairly, in all material respects. This opinion has been maintained by State Auditor's Office after their review of all of these years. The County feels we have received a valued service for the money we have paid to our private audit firm. We have also developed a good working relationship with our private audit firm and would like to continue for another three years.

We will await your decision and request that you look favorably upon this request. The County Board has passed a motion requesting the extension of three years.

Sincerely,

Kimberly A. Saterbak
Swift County Auditor



Request for Board Action

BOARD MEETING DATE:
October 7, 2014

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: Consider approving the purchase of a router	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: The router is used to grinds out the joints /cracks before filing them with tar and is in need of replacement.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING: Local

Review/Recommendation

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

Router

COMPANY	EQUIPMENT			COST
Swanston Equipment Company	Cimline Router PCR-30			\$12,300.00
Brock White Construction Materials	Crafco Model 30			\$16,400.00

Budgeted amount \$12,000



Sales Parts Service

Q041112MB
Swift County Hwy
Attn, Jim

September 10, 2014

One (1) New Cimline Router PCR-30
Equipped as follows:

- *30 HP Kohler Engine
- *Cutting Width: ½" to 2" wide
- *Cutting Depth: 0 – 1 ½" deep
- *Drum Capacity: (6) 4.75" – 5"
- *Weight: 595 lbs

*Base Price	\$9,400.00
*Cut Control Depth System	\$700.00
*Travel Assist	\$2,000.00
*Hour Meter	\$200.00
*Total	\$12,300.00

Optional Equipment

Carbide Cutters	\$77.00
Hardened Pins	\$13.00
Gauge Package	\$489.00

*Sales Tax and freight Is Not Included
Price subject to change in 30 days*

*Mark Bjoralt
701-371-0994
mbjoralt@swanston.com*

Approved By _____ Date _____

PO Number _____

HELPING BUILD YOUR SUCCESS

Customer: Swift County Highway Dept	BW Reference _____ Visit www.BrockWhite.com for product information, news & events, specials and more!
Project: Crafcro Router Pricing	
Bid Date: 9/16/14	
Quote Valid If Accepted By: _____ If Delivery Taken By: _____	
Freight Terms: _____	
Special Notes or Arrangements:	

MATERIAL QUOTATION

Item #	Sub-Sec	Description	Est. Qty	Price	Unit	Spec Ord
1		Crafcro Model 30 Router with Clutch New	1	\$10,400.00	ea	
2						
3		Router Price includes;				
4		(6) 31151 Extended life pins \$19.00/each		NC		
5		(6) 31135 Wide Hub Carbide Cutters \$65.00/each		NC		
6		32093 Spacer 7/8" Hardened A325 Washer \$.39/each		NC		
7		Travel Assist		\$6000		
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20				\$16400		

Taxes: Sales Tax or other taxes are not included

Delivery: Unless other terms are noted, all material is FOB nearest Brock White branch. Customer to unload. All promises for delivery are estimated as closely as possible. Best efforts will be made to ship within time promised, but we make no guarantee to do so.

Payment Terms: Net 10th prox. Subject to approval of the Brock White's Credit Department. Brock White is a material supplier, not a subcontractor, we will not accept a contract calling for a retainer. A service charge of 1-1/2% per month will be added to all bills not paid in 30 days. This amounts to an annual service charge of 18% a year.

Field Measurements: By others

Estimated Quantities: Quantities shown are based on engineers estimates only and are subject to jobsite verification.

Other Terms: Brock White's standard terms and conditions apply, a copy of which will be provided upon request. This quote is subject to acceptance within 30 days, unless otherwise noted on the quote.

Non-Stock/Special Orders: Accepted with the understanding that cancellation cannot be made after the order has been placed. Excess material or material ordered by mistake may not be returned. Please request our return policy for additional information.

Accepted: _____ Date: _____ Brock White Company Date: _____

Thank you for your business!

For questions or concerns contact your local sales rep or call Patty Carleton or Danielle Klumb at 651-647-0950 or email at USQUOTES@brockwhite.com

Broadband Service Inventory
Areas Unserviced by Wireline Broadband at 10 Mbps Download/5 Mbps Upload
Swift County
Minnesota
 Published September 12, 2014
 BETA Version
 Submit questions or recommend changes to map@connectmn.org



This map was developed to show "Underserved Areas" and "Unserviced Areas" as defined by Minnesota Statute 130.094 using data collected under the purview of the Federal State Broadband Initiative (FSBI) grant program. More broadband service inventory maps are available that include additional broadband services as defined by the FSBI grant program. Maps are available at <http://www.connectmn.org/fsbiapp/rstats>.

As required by the US Department of Commerce's State Broadband Initiative, if broadband service is available to at least one household in a census block, then for mapping purposes, that census block is reported to have some level of broadband availability. As such, broadband availability at an exact address location cannot be guaranteed. Providers supplying more specific data than census block are displayed as such.

This map represents areas of broadband service availability determined by ongoing, in-depth technical analysis of provider networks and accommodations for the impact of external factors on service quality.

Map users are encouraged to participate in improving broadband data granularity through data validation and field testing efforts. Learn more about this and other broadband mapping facts at www.connectmn.org.

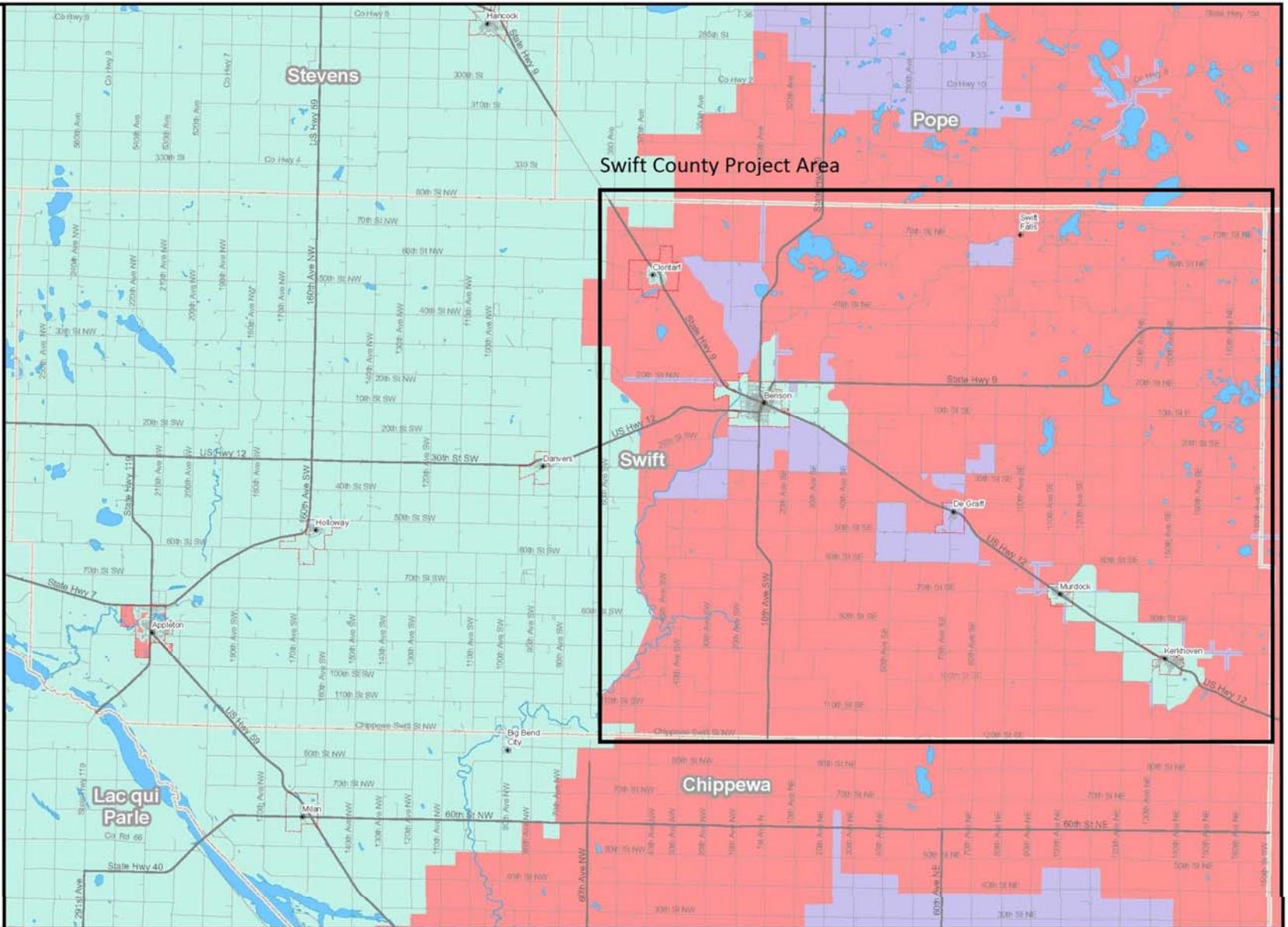


0 1 2 4 Miles

Symbology

- City
- Interstate
- US Road
- Local Road
- Municipal/CDP Boundary
- County Boundary
- Water
- Wireline Broadband at 10M/5M
- Underserved Area (Wireline Broadband of At Least 3M/768K but Less Than 10M/5M)
- Unserviced Area (No Wireline Broadband of At Least 3M/768K)

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Request for Board Action

BOARD MEETING DATE:
October 7, 2014

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: Consider approving the proposed 2015 ditch assessments	
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 are the proposed 2015 ditch assessments which were reviewed at the September 16 th meeting. There has been one change made to the 2015 proposed ditch assessment amounts. Joint County Ditch #2 was originally proposed with a \$40,000 assessment. After the Joint County Ditch #2 Board meeting, this proposed assessment has been reduced to \$5,000. Formal action of the proposed assessments will occur on October 7, 2014	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

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

RESOLUTION

PAYABLE 2015 DITCH ASSESSMENTS

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, pursuant to Minnesota statute 103E.725, costs incurred for the repair of a drainage system must be assessed against the property and entities benefited, the Board of Commissioners approves the ditch assessments for Property Tax year Payable 2015.

See attached list

Adopted on a _____ vote by the Swift County Board of County Commissioners the 7th day of October 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

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

Fox __

Hendrickx __

Klemm __

Peterson __

Rudningen __

2015 PROPOSED DITCH ASSESSMENTS

REP IMP "C" JT COUNTY DITCH #3 C & S	\$ 10,000.00
REP JT CO DITCH #2 S & S	\$ 5,000.00
REP JT COUNTY DITCH #4 S & P	\$ 25,000.00
REP JT COUNTY DITCH #18 SCK	\$ 50,000.00
REP JT COUNTY DITCH #19	\$ 30,000.00
REPAIR JUDICIAL DITCH #7	\$ 5,000.00
REP JT COUNTY DITCH #8 C & S	\$ 5,000.00
REP JT COUNTY DITCH #6 C & S	\$ 5,000.00
REPAIR LAT "C" JUD DITCH #19	\$ 5,000.00
REPAIR JUDICIAL DITCH #2	\$ 2,000.00
REPAIR LAT "A" JUD DITCH #18	\$ 5,000.00
REPAIR JUDICIAL DITCH #5	\$ 25,000.00
REPAIR JUDICIAL DITCH #15	\$ 1,500.00
REPAIR JUDICIAL DITCH #8	\$ 150,000.00
REPAIR COUNTY DITCH #83	\$ 5,000.00
REPAIR JUDICIAL DITCH #21	\$ 5,000.00
LATERAL "A" CO DITCH #62	\$ 15,000.00
REPAIR COUNTY DITCH #1	\$ 10,000.00
REPAIR COUNTY DITCH #23	\$ 5,000.00
REPAIR COUNTY DITCH #61	\$ 5,000.00
REPAIR COUNTY DITCH #13	\$ 15,000.00
REPAIR COUNTY DITCH #55	\$ 5,000.00
REPAIR LAT "D" JUD DITCH #18	\$ 5,000.00
	<hr/>
	\$ 393,500.00



SWIFT COUNTY ADMINISTRATION

Historic Courthouse
301 14th Street N
P.O. Box 288
Benson, MN 56215

Memo

To: Board of Commissioners
From: Mike Pogge-Weaver, County Administrator *MPW*
Date: October 7, 2014
Re: Employment Updates

The following individuals were appointed since September 16, 2014:

- Peter Moe, Part-time CCO, Sheriff Department, Started September 18, 2014

The following positions were approved to begin advertising since September 16, 2014:

- None

The following individuals tendered their resignation since September 16, 2014:

- None