

Notice & Agenda

Swift County Board of Commissioners

Tuesday, November 3, 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. 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 October 20, 2015 Meeting |
| | 3-8 | (2) Consider accepting DNR Off Highway Vehicle Grant |
| | 9-10 | (3) Consider giving consent for the Swift County HRA to 513 17th St N, Benson, MN in the amount of \$4,000.00 |
| 9:04 a.m. | | Consider Approval of Commissioner warrants and review Auditor warrants reviewed |
| 9:05 a.m. | | Commissioner and Board reports |
| 9:25 a.m. | | County Administrator report |
| 9:30 a.m. | | Citizens Comments |
| 9:30 p.m. | | Diversity Group Presentation (report is a separate attachment) |
| 10:00 a.m. | | Rob Wolfington, Benson City Manager |
| | 11-2 | Discussion on Benson Heliport Ordinance |
| 10:15 a.m. | | Ron Vadnais, County Treasurer |
| | 30-32 | 3 rd Quarter 2015 Treasurer Report |
| 10:20 a.m. | | Kim Saterbak, County Auditor |
| | 34-37 | 3 rd Quarter 2015 Executive Departmental Budget Report |
| | 38 | Consider appointing a fourth Swift County Board Member to Joint County Ditch #19 |
| | 39-44 | Consider approval of the recommendation from the Audit Selection Committee to select CliftonLarsonAllen to prepare our audit for fiscal years ending December 31, 2015, 2016 & 2017. |
| 10:30 a.m. | | Jon Panzer, Swift County Fair |
| | 43-44 | Fair Grounds Restroom Request |
| 10:35 p.m. | | Other Business |
| | 45-47 | Discussion Item: RASP Update |
| | 48-49 | Discussion Item: Providing employment services to the Swift County HRA and Swift County RDA |
| | 50 | Internet Connection to Environmental Services and Redundant Internet Connection for the County |
| | None | Strategic Plan Update |
| 11:00 a.m. | | Adjournment |

Notice: A meeting of Joint County Ditch #19 will follow this meeting.

SWIFT COUNTY BOARD MINUTES

October 20, 2015

Chairman Peter Peterson called the meeting to order at 11:00 AM with all present except Commissioner Edward Pederson. Also in attendance were County Administrator Mike Pogge-Weaver, County Attorney Danielle Olson, Amanda Ness, and Liz Auch.

Chairman Peter Peterson asked if there were any changes to the agenda. Administrator Pogge-Weaver requested the removal of the closed session and the addition of approving increased credit card purchasing limits for certain employees and approving a contract with Woodland Centers to the Consent Agenda and Commissioner Fox requested the addition of a discussion considering passing a resolution against the creation of the Minnesota River Board.

10-20-15-01 Commissioner Fox moved and Commissioner Rudningen seconded to approve the agenda with the changes noted. Motion carried unanimously.

10-20-15-02 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the Consent Agenda which consisted of: (1) Minutes from the October 6, 2015 Regular Meeting, (2) Approval of a resolution for MN Grant in Aid new project proposal for AARP, (3) Approval of Health Insurance Premiums and County Contributions Effective January 1, 2016, (4) Approval of a resolution supporting the Minnesota Department of Corrections leasing and operating the vacant Prairie Correctional Facility in Appleton, (5) Approval to increase credit card purchasing limits for certain employees, and (6) Approval of a contract with Woodland Centers. Motion carried unanimously.

10-20-15-03 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the Commissioner warrants as follows: Revenue: \$128,148.93; Solid Waste: \$30,182.12; Road and Bridge: \$103,430.56; Human Services: \$83.58; County Ditches: \$1,450.00; and County Health Insurance: \$848.00 which includes the following bills over \$2,000: Brimeyer Fursman LLC, \$13,919.76; Computer Professionals Unlimited Inc., \$5,529.24; Contech Construction Products, \$13,852.96; Goff Public, \$5,275.00; Kandiyohi County Sheriffs Dept, \$2,090.00; Karr Tuckpointing LLC, \$12,161.00; Pflipsen Trucking LLC, \$13,155.48; Safe Avenues, \$3,150.00; Swift County Environmental Services, \$4,000.00; Swift County Fair Association, \$17,000.00; Swift County Historical Society, \$17,750.00; Truck Bodies & Equipment Int'l. (TBEI), \$78,602.00; Upper MN Valley RDC, \$3,396.00; Villard Implement Co, \$6,582.56; Waste Management of Northern Minnesota, \$9,170.56; West Central Communications, \$7,511.73; Wold Architects & Engineers, \$2,036.98; Yellow Medicine County Jail, \$5,898.63; and Ziegler Inc., \$2,611.79. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Pete Peterson reported on the Demolition Taskforce and Countryside Public Health. Commissioner Fox reported on Pomme de Terre Watershed, Restorative Practices, Woodland Centers, Chippewa River Watershed, and Well-Being Committee. Commissioner Rudningen reported on a Regional Broadband Meeting, Well-Being Committee, Enhancing the Organization, and Glacial Ridge Scenic Byway. Commissioner Hendrickx reported on the Procurement Appeals Process Meeting, the Demolition Taskforce, PCF Prison Meeting, Swift and Assertive, Center for Health Improvement Meeting, Woodland Centers, and AMC.

Administrator Pogge-Weaver updated the board on working with MCIT on Minnesota Statute 466.05 regarding a personal liability claim against Swift County, Wold's building assessments, the Well-Being Committee and the Bio-metric Screening, and the Prison Taskforce.

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

Administrator Liz Auch presented the board with an update on Countryside Public Health.

Commissioner Fox presented a discussion regarding the possible creation of the Minnesota River Board. The discussion will be continued at the next board meeting.

10-20-15-04 Commissioner Rudningen moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 12:06 PM.

WITNESSED:

Peter Peterson, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board

DRAFT



Request for Board Action

BOARD MEETING DATE:
November 3, 2015

Commissioner's Report

Department Information

| | | |
|------------------------------------|----------------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: Sheriff | REQUESTOR: Sheriff John Holtz | REQUESTOR PHONE: 320-843-3133 |
|------------------------------------|----------------------------------|----------------------------------|

Agenda Item Details

| | |
|--|---|
| BRIEF DESCRIPTION OF YOUR REQUEST: Consider accepting DNR Off Highway Vehicle Grant | |
| 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: Grant for OHV/ATV for \$4,752.00 for the years of 2016 and 2017 for a total of \$9,504.00 | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None | |

Budget Information

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|-----------------------|
| FUNDING: From the DNR |
|-----------------------|

Review/Recommendation

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

11/15/15 10:55 AM

**STATE OF MINNESOTA
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Swift County Sheriff's Office, 301 14th St N, Benson, MN 56215 ("GRANTEE").

Recitals

1. Under Minn. Stat.84.024, the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2015, First Special Session, Chapter 4, Article 3, Section 3,Subdivision 7, is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** August 15, 2015, or the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5, whichever is later. Per Minn.Stat.§16B.98, Subd. 11, the grantee submitted and the State approved a work plan and budget whose expenditures can be reimbursed. Per, Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.
- 1.2 **Expiration date:** June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible OHV Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any OHV related law, rule or regulation is **MANDATORY**.
- Purchase of ATV's for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;

- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair);
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated SOLELY to Off Highway Vehicle Enforcement work
- Submit ANNUAL Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- POST on the Grantee's website, a copy of the two page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this grant contract, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee. The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be reimbursed up to \$ **4,752.00** in state fiscal year 2016, for expenses incurred between the effective date of the grant and June 30, 2016, and \$**4,752.00** in fiscal year 2017, for expenses incurred between July 1, 2016, and June 30, 2017, as determined by the grant funding formula.

(b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$ **9,504.00**.

4.2. Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2016 must be submitted **before** June 30, 2017. Invoices for state fiscal year 2017 must be submitted **before** June 30, 2018. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law, or for expenses incurred prior to the effective dates for each program year.

Eligible reimbursement costs may not exceed \$ 4,752.00 prior to July 1, 2016.

Eligible reimbursement costs may not exceed \$ 4,752.00 prior to July 1, 2017.

6 **Authorized Representative**

The State's Authorized Representative is Chuck Niska, Program Manager Senior, MN DNR Division of Enforcement, Box 47, 500 Lafayette Road, St. Paul, MN 55155-4047, (612) 756-4165, chuck.niska@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Brandon Grimsley, Swift County Sheriff's Office, 301 14th St N, Benson, MN 56215, (320) 843-3133, brandon.grimsley@co.swift.mn.us**. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Complete**

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 **Amendments.** Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 *Termination by the State.* The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 *Termination for Cause.* The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. State Encumbrance Verification

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

Signed: Brenda Mield

Date: 8/24/15

SWIFT Contract/PO Number: 98943

PO# 3000083635

2. GRANTEE PO# 3000083743

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

By: [Signature]

Title: Deputy Sheriff

Date: 9-6-2015

3. State Agency

By: [Signature]
(with delegated authority)

Title: Chief Conservation Officer

Date: 9/14/15

By: [Signature]

Title: Sheriff

Date: 9-6-15

Distribution:
Agency
Grantee
State's Authorized Representative - Photo Copy



Request for Board Action

BOARD MEETING DATE:
November 3, 2015

Commissioner's Report

Department Information

| | | |
|---|------------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: Swift County HRA | REQUESTOR: Vicki Syverson | REQUESTOR PHONE: 320-843-4676 |
|---|------------------------------|----------------------------------|

Agenda Item Details

| | |
|--|---|
| BRIEF DESCRIPTION OF YOUR REQUEST: Consider giving consent for the Swift County HRA to 513 17th St N, Benson, MN in the amount of \$4,000.00 | |
| AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda | ARE YOU SEEKING APPROVAL OF A CONTRACT? no |
| IS THIS MANDATED? no | EXPLANATION OF MANDATE: NA |
| BACKGROUND/JUSTIFICATION: Swift County HRA is asking to apply a special assessment to the property at 513 17th Street North, Benson for 4" sewer line from house to sewer main. | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? no | |

Budget Information

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|--------------------------------------|
| FUNDING: \$4,000 by Swift County HRA |
|--------------------------------------|

Review/Recommendation

| | |
|--|--|
| COUNTY ATTORNEY: Danielle Olson | COUNTY ADMINISTRATOR: Mike Pogge-Weaver |
| RECOMMENDATIONS: Was not submitted for review | RECOMMENDATIONS: Approve |
| COMMENTS: n/a | COMMENTS: n/a |

RESOLUTION

**CONSENT FOR THE SWIFT COUNTY HRA TO APPLY A
SPECIAL ASSESSMENT ON CERTAIN PROPERTY**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the Swift County HRA desires to make an emergency loan to install a sewer service line at 513 17th St N, Benson, MN; and

WHEREAS, the property owner has not been able to obtain financing for the project from other possible lenders.

BE IT RESOLVED, that the Swift County Board of Commissioners consents to the Swift County HRA applying a \$4,000.00 special assessment on property located at 513 17th St N Benson, MN with a parcel number 23-1195-000 in the name of Swift County.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 3rd of November, 2015.

Swift County Board of Commissioners

Peter Peterson, Chairman

ATTEST:

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

Fox _____
P. Peterson _____

Hendrickx _____
Rudningen _____

E. Pederson _____



Request for Board Action

BOARD MEETING DATE:
November 3, 2015

Commissioner's Report

Department Information

| | | |
|---|---------------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: Administration | REQUESTOR: Mike Pogge-Weaver | REQUESTOR PHONE: 320-314-8399 |
|---|---------------------------------|----------------------------------|

Agenda Item Details

| | |
|--|---|
| BRIEF DESCRIPTION OF YOUR REQUEST: Discussion on Benson Heliport Ordinance | |
| AGENDA YOU ARE REQUESTING TIME ON: 10:00 AM | ARE YOU SEEKING APPROVAL OF A CONTRACT? No |
| IS THIS MANDATED? No | EXPLANATION OF MANDATE: n/a |
| BACKGROUND/JUSTIFICATION: Rob Wolfington will discuss the Benson Helipad Ordinance. Since a small portion of it is in Torning Township, approval by the County Board is needed. | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None | |

Budget Information

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|--------------|
| FUNDING: Non |
|--------------|

Review/Recommendation

| | |
|--|--|
| COUNTY ATTORNEY: Danielle Olson | COUNTY ADMINISTRATOR: Mike Pogge-Weaver |
| RECOMMENDATIONS: Was not submitted for review | RECOMMENDATIONS: Review and discuss. No action is requested at this time. |
| COMMENTS: n/a | COMMENTS: None |

**HELIPORT SAFETY ZONING
ORDINANCE**

FOR

BENSON HELIPORT

((Provide Adoption Date))

THIS ORDINANCE AMENDS AND REPLACES

((Provide Ordinance Number, if one exists))

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TITLE AND INTRODUCTION

BENSON HELIPORT ZONING ORDINANCE

CITY OF BENSON AND SWIFT COUNTY JOINT ZONING BOARD

AN ORDINANCE REGULATING AND RESTRICTING THE HEIGHT OF STRUCTURES AND OBJECTS OF NATURAL GROWTH, AND OTHERWISE REGULATING THE USE OF PROPERTY, IN THE VICINITY OF THE BENSON HELIPORT BY CREATING THE APPROPRIATE ZONES AND ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING FOR CHANGES IN THE RESTRICTIONS AND BOUNDARIES OF SUCH ZONES; DEFINING CERTAIN TERMS USED HEREIN; REFERRING TO THE BENSON HELIPORT ZONING MAP WHICH IS INCORPORATED IN AND MADE A PART OF THIS ORDINANCE; PROVIDING FOR ENFORCEMENT; ESTABLISHING A BOARD OF ADJUSTMENT; AND IMPOSING PENALTIES.

IT IS HEREBY ORDAINED BY THE CITY OF BENSON AND SWIFT COUNTY JOINT HELIPORT ZONING BOARD PURSUANT TO THE AUTHORITY CONFERRED BY MINNESOTA STATUTES SECTION 360.061 THROUGH 360.074, AS FOLLOWS:

SECTION I: PURPOSE AND AUTHORITY

The City of Benson and Swift County Joint Heliport Zoning Board, created and established by joint action of the City Council of the City of Benson, the Board of Commissioners of Swift County, and the Town Board of Torning Township, pursuant to the provisions and authority of Minnesota Statutes Section 360.063, hereby finds and declares that:

- A. A heliport hazard endangers the lives and property of users of the Benson Heliport, and property or occupants of land in its vicinity; and also if of the obstructive type, in effect reduces the size of the area available for the landing, takeoff, and maneuvering of aircraft, thus tending to destroy or impair the utility of said heliport and the public investment therein.
- B. The creation or establishment of a heliport hazard is a public nuisance and an injury to the region served by the Benson Heliport.
- C. For the protection of the public health, safety, order, convenience, prosperity, and general welfare, and for the promotion of the most appropriate use of land, it is necessary to prevent the creation or establishment of heliport hazards.
- D. The prevention of these heliport hazards should be accomplished, to the extent legally possible, by the exercise of the police power without compensation.
- E. The prevention of the creation or establishment of heliport hazards, and the elimination, removal, alteration, mitigation, or marking and lighting of existing heliport hazards are public purposes for which political subdivisions may raise and expend public funds.
- F. The heliport is an essential public facility that serves an important public transportation role and provides a public good.

SECTION II: SHORT TITLE

This Ordinance shall be known as the “Benson Heliport Zoning Ordinance.” Those sections of land affected by this Ordinance are indicated in Exhibit “A”, which is attached to this Ordinance.

SECTION III: DEFINITIONS

As used in this Ordinance, unless the context otherwise requires:

“*HELIPORT*” means the Benson Heliport located in Lot 2, Block One, Benson Industrial Park.

“*HELIPORT ELEVATION*” means the established elevation of the center of the heliport which is established to be 1033.0 (NAVD88)

“*HELIPORT HAZARD*” means any structure, tree, or use of land which obstructs the air space required for, or is otherwise hazardous to, the flight of aircraft in landing or taking off at the heliport; and any use of land which is hazardous to persons or property because of its proximity to the heliport.

“*APPROACH/DEPARTURE PATH*” is the flight track helicopters follow when landing at or departing from the heliport.

“*APPROACH SURFACE*” begins at each end of the primary surface with the same width as the primary surface, and extends outward and upward for a horizontal distance of 4,000 feet, where its width is 500 feet. The slope of the approach surface is 8:1.

“*COMMISSIONER*” means the Commissioner of the Minnesota Department of Transportation.

“*CONFORMING USE*” means any structure, tree, or object of natural growth, or use of land that complies with all the applicable provisions of this Ordinance or any amendment to this ordinance.

“*DWELLING*” means any building or portion thereof designed or used as a residence or sleeping place of one or more persons.

“*FINAL APPROACH AND TAKEOFF AREA*” or “*FATO*” means the defined area over which the pilot completes the final phase of the approach to a hover or a landing and from which the pilot initiates takeoff.

“*HEIGHT*,” for the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the zoning map, the datum shall be NAVD88.

“*NONCONFORMING USE*” means any pre-existing structure, tree, natural growth, or land use which is inconsistent with the provisions of this Ordinance or an amendment hereto.

“*PERSON*” means an individual, firm, partnership, corporation, company, association, joint stock association, or body politic, and includes a trustee, receiver, assignee, administrator, executor, guardian, or other representative.

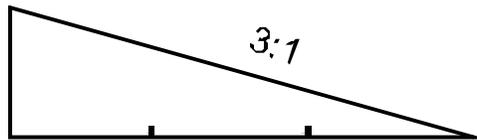
“*PLANNED*,” as used in this Ordinance, refers only to those proposed future heliport developments that are so indicated on a planning document having the approval of the Federal

Aviation Administration, Minnesota Department of Transportation Office of Aeronautics, and the City of Benson.

“PRIMARY SURFACE” is the area that coincides in size and shape with the designated final approach and takeoff (FATO). This surface is a horizontal plane at the elevation of the established heliport elevation.

PRIOR PERMISSION REQUIRED (PPR) HELIPORT is a heliport developed for exclusive use of the owner and persons authorized by the owner and about which the owner and operator ensure all authorized pilots are thoroughly knowledgeable. These features include, but are not limited to: approach/departure path characteristics, preferred heading, facility limitations, lighting, obstacles in the area, and size and weight capacity of the facility.

SLOPE” means an incline from the horizontal expressed in an arithmetic ratio of horizontal magnitude to vertical magnitude.



Slope = 3:1 = 3 feet horizontal to 1 foot vertical

“*STRUCTURE*” means an object constructed or installed by man, including, but without limitations, buildings, towers, smokestacks, earth formations, and overhead transmission lines.

“*TOUCHDOWN AND LIFTOFF AREA*” or “*TLOF*” is a load-bearing, paved area centered on the FATO, on which the helicopter lands and/or takes off.

“*TRANSITIONAL SURFACES*” are imaginary surfaces that extend outward and upward from the lateral boundaries of the primary surface and from the approach surfaces at a slope of 2:1 for a distance of 250 feet measured horizontally from the centerline of the primary and approach surfaces.

“*TREE*” means any object of natural growth.

“*WATER SURFACES*” for the purpose of this ordinance, shall have the same meaning as land for the establishment of protected zones.

SECTION IV: AIR SPACE OBSTRUCTION ZONING

A. AIR SPACE ZONES: In order to carry out the purpose of this Ordinance, as set forth above, the following air space zones are hereby established: Primary Zone, Approach Zone, and Transitional Zone, and whose locations and dimensions are as follows:

1. PRIMARY ZONE: All that land which lies directly under an imaginary primary surface that coincides in size and shape with the Final Approach and Takeoff Area (FATO).
2. APPROACH ZONE: All that land which lies directly under an imaginary approach surface longitudinally centered on the extended centerline of each approach surface. The inner edge of the approach surface is at the same width and elevation as, and coincides with, the end of the primary surface. The approach surface inclines upward and outward at a slope of 8:1 and extends for a distance of 4,000 feet. The approach zone expands uniformly to a width of 500 feet.
3. TRANSITIONAL ZONE: All that land which lies directly under an imaginary surface extending upward and outward from the lateral boundaries of the primary surface and the approach surface at a slope of 2:1 for a distance of 250 feet measured horizontally from the centerline of the primary and approach surfaces.

B. HEIGHT RESTRICTIONS: Except as otherwise provided in this Ordinance, and except as necessary and incidental to heliport operations, no structure or tree shall be constructed, altered, maintained, or allowed to grow in any air space zone created in SECTION IV A so as to project above any of the imaginary air space surfaces described in said SECTION IV A hereof.

SECTION V: LAND USE SAFETY ZONING

A. SAFETY ZONE BOUNDARIES: In order to carry out the purpose of this Ordinance, as set forth above, to restrict those uses which may be hazardous to the operational safety of aircraft operating to and from the Benson Heliport, and, furthermore, to limit population and building density in the heliport approach areas, thereby creating sufficient open space to protect life and property in case of an accident, there are hereby created and established the following land use safety zones:

1. SAFETY ZONE A: All land in the primary and approach zones, as defined in SECTION IV A hereof.

2. SAFETY ZONE B: All land in the transition zones, as defined in SECTION IV A hereof.

B. USE RESTRICTIONS:

1. GENERAL: Subject at all times to the height restrictions set forth in SECTION IV B, no use shall be made of any land in any of the safety zones defined in SECTION V A which creates or causes interference with the operations of radio or electronic facilities on the heliport or with radio or electronic communications between the heliport and aircraft, make it difficult for pilots to distinguish between heliport lights and other lights, results in glare in the eyes of pilots using the heliport, impairs visibility in the vicinity of the heliport, or otherwise endangers the landing, taking off, or maneuvering of aircraft.

2. ZONES A and B: Subject at all times to the height restrictions set forth in Subsection IV B and to the general restrictions contained in Subsection V B 1, any proposals for above-ground improvements, including structures, trees and other such natural growth, or land use, proposed in areas designated as Zone A and/or Zone B shall be submitted to the heliport zoning administrator for review prior to commencement of the project. The heliport zoning administrator shall determine whether the project is permitted or would be require to obtain a variance prior to commencement. The proposed project, if allowed, shall be permitted in accordance with SECTION VIII.

SECTION VI: HELIPORT MAP

The several zones herein established are shown on the Benson Heliport Zoning Map consisting of one sheet, prepared by Landteam, Inc., and dated January 1, 2015, attached hereto and made a part hereof, which map, together with such amendments thereto as may from time to time be made, and all notations, references, elevations, data, zone boundaries, and other information thereon, shall be and the same is hereby adopted as part of this Ordinance.

SECTION VII: NONCONFORMING USES

Regulations not retroactive. The regulations prescribed by this Ordinance shall not be construed to require the removal, lowering, or other changes or alteration of any structure or tree not conforming to the regulations as of the effective date of this Ordinance, or otherwise interfere with the continuance of any nonconforming use. Nothing herein contained shall require any

change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this Ordinance.

SECTION VIII: PERMITS

- A. **FUTURE USES:** Except as specifically provided in Paragraphs 1 hereunder, no material change shall be made in the use of land and no structure shall be erected, altered, or otherwise established in any zone hereby created unless a permit therefore shall have been applied for and granted by the zoning administrator, hereinafter, provided for. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to conform to the regulations herein prescribed. If such determination is in the affirmative, the permit shall be granted.
1. Nothing contained herein shall be construed as permitting or intending to permit any construction, alteration, or growth of any structure or tree in excess of any of the height limitations established by this ordinance as set forth in SECTION IV and the land use limitations set forth in SECTION V.
- B. **EXISTING USES:** Before any existing use or structure may be replaced, substantially altered or repaired, or rebuilt within any zone established herein, a permit must be secured authorizing such replacement, change, or repair. No permit shall be granted that would allow the establishment or creation of a heliport hazard or permit a nonconforming use, structure, or tree to become a greater hazard to air navigation than it was on the effective date of this Ordinance or any amendments thereto, or than it is when the application for a permit is made. Except as indicated, all applications for such a permit shall be granted.
- C. **NONCONFORMING USES ABANDONED OR DESTROYED:** Whenever the zoning administrator determines that a nonconforming structure or tree has been abandoned or more than 80% torn down, deteriorated, or decayed, no permit shall be granted that would allow such structure or tree to exceed the applicable height limit or otherwise deviate from the zoning regulations. Whether application is made for a permit under this paragraph or not, the zoning administrator may order the owner of the abandoned or partially destroyed nonconforming structure, at his own expense, to lower, remove, reconstruct, or equip the same in the manner necessary to conform to the provisions of this Ordinance. In the event the owner of the nonconforming structure shall neglect or refuse to comply with such order

for ten days after receipt of written notice of such order, the zoning administrator may, by appropriate legal action, proceed to have the abandoned or partially destroyed nonconforming structure lowered, removed, reconstructed, or equipped and assess the cost and expense thereof against the land on which the structure is or was located. Unless such an assessment is paid within ninety days from the service of notice thereof on the owner of the land, the sum shall bear interest at the rate of eight percent per annum from the date the cost and expense is incurred until paid, and shall be collected in the same manner as are general taxes.

SECTION IX: VARIANCES

Any person desiring to erect or increase the height of any structure, permit the growth of any tree, or use his property not in accordance with the regulations prescribed in this Ordinance may apply to the Board of Adjustment, hereinafter provided for, for a variance from such regulations. If a person submits an application for a variance by certified mail to the Airport Zoning Administrator and the Board fails to grant or deny the variance within four months after the last member receives the application, the variance shall be deemed to be granted by the Board. When the variance is granted by reason of the failure of the Board to act on the variance, the person receiving the variance shall notify the Board and the Commissioner, by certified mail, that the variance has been granted. The applicant shall include a copy of the original application for the variance with this notice to the Commissioner. The variance shall be effective sixty days after this notice is received by the Commissioner subject to any action taken by the Commissioner pursuant to Minnesota Statutes Section 360.063, Subdivision 6a. Such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations would result in practical difficulty or unnecessary hardship, and relief granted would not be contrary to the public interest but do substantial justice and be in accordance with the spirit of this Ordinance provided any variance so allowed may be subject to any reasonable conditions that the Board or Commissioner may deem necessary to effectuate the purpose of this Ordinance.

The Board of Adjustment may request review of a variance application by the Mn/DOT Heliport Zoning Director prior to making a decision.

SECTION X: HAZARD MARKING AND LIGHTING

- A. **NONCONFORMING USES:** The owner of any nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the zoning administrator, to indicate to the operators of aircraft in the vicinity of the heliport the presence of such heliport hazards. Such markers and lights shall be installed, operated, and maintained at the expense of the City of Benson.
- B. **PERMITS AND VARIANCES:** Any permit or variance deemed advisable to effectuate the purpose of this Ordinance and be reasonable in the circumstances, and granted by the zoning administrator or Board, shall require the owner of the structure or tree in question, at his own expense, to install, operate, and maintain thereon such markers and lights as may be necessary to indicate to pilots the presence of an heliport hazard.

SECTION XI: HELIPORT ZONING ADMINISTRATOR

It shall be the duty of the City Manager to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the City Manager upon a form furnished by them. Permit applications shall be promptly considered and granted or denied by them in accordance with the regulations prescribed herein. Variance applications shall be forthwith transmitted by the City Manager for action by the Board hereinafter provided for.

SECTION XII: BOARD OF ADJUSTMENT

- A. **ESTABLISHMENT:** The Board of Adjustment shall consist of five members appointed by the City of Benson and Swift County Joint Heliport Zoning Board, and each shall serve for a term of three years and until his successor is duly appointed and qualified. Of the members first appointed, one shall be appointed for a term of one year, two for a term of two years, and two for a term for three years. Upon their appointment, the members shall select a chairperson to act at the pleasure of the Board. Members shall be removable by the Joint Heliport Zoning Board for cause, upon written charges, after a public hearing.
- B. **POWERS:** The Board of Adjustment shall have and exercise the following powers:
1. Hear and decide appeals from any order, requirement, decision, or determination made by the administrator in the enforcement of this Ordinance.

2. Hear and decide special exceptions to the terms of this Ordinance upon which such Board of Adjustment under such regulations may be required to pass.
3. Hear and decide specific variances.

C. PROCEDURES:

1. The Board of Adjustment shall adopt rules for its governance and procedure in harmony with the provisions of this Ordinance. Meetings of the Board of Adjustment shall be held at the call of the chairperson and at such other times as the Board of Adjustment may determine. The chairperson, or in his absence the acting chairperson, may administer oaths and compel the attendance of witnesses. All hearings of the Board of Adjustment shall be public. The Board of Adjustment shall keep minutes of its proceedings showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the zoning administrator and shall be a public record.
2. The Board of Adjustment shall make written findings of facts and conclusions of law giving the facts upon which it acted and its legal conclusions from such facts in reversing, affirming, or modifying any order, requirement, decision, or determination which comes before it under the provisions of this ordinance.
3. The concurring vote of a majority of the members of the Board of Adjustment shall be sufficient to reverse any order, requirement, decision, or determination of the zoning administrator or to decide in favor of the applicant on any matter upon which it is required to pass under this Ordinance, or to effect any variation in this Ordinance.

SECTION XIII: APPEALS

- A. Any person aggrieved, or any taxpayer affected by any decision of the zoning administrator made in his administration of this Ordinance may appeal to the Board of Adjustment. Such appeals may also be made by any governing body of a municipality, county, or heliport zoning board, which is of the opinion that a decision of the zoning administrator is an improper application of this Ordinance as it concerns such governing body or board.
- B. All appeals hereunder must be commenced within 30 days of the zoning administrator's decision, by filing with the zoning administrator a notice of appeal specifying the grounds

thereof. The zoning administrator shall forthwith transmit to the Board of Adjustment all the papers constituting the record upon which the action appealed from was taken. In addition, any person aggrieved, or any taxpayer affected by any decisions of the zoning administrator made in his administration of this Ordinance who desires to appeal such decision shall submit an application for a variance, by certified mail, to the members of the Board of Adjustment in the manner set forth in Minnesota Statutes Section 360.068, Subdivision 2.

- C. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the zoning administrator certifies to the Board of Adjustment after the notice of appeal has been filed with it, that by reason of the facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the Board of Adjustment on notice to the zoning administrator and on due cause shown.
- D. The Board of Adjustment shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person, by agent, or by attorney.
- E. The Board of Adjustment may, in conformity with the provisions of this ordinance, reverse or affirm, in whole or in part, or modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination, as may be appropriate under the circumstances, and to that end shall have all the powers of the zoning administrator.

SECTION XIV: JUDICIAL REVIEW

Any person aggrieved, or any taxpayer affected by any decision of the Board of Adjustment, or any governing body of a municipality, county, or heliport zoning board, which is of the opinion that a decision of the Board of Adjustment is illegal may present to the District Court of Swift County a verified petition setting forth that the decision or action is illegal, in whole or in part,

and specifying the grounds of the illegality. Such petition shall be presented to the court within 30 days after the decision is filed in the office of the Board of Adjustment. The petitioner must exhaust the remedies provided in this Ordinance before availing himself of the right to petition a court as provided by this section.

SECTION XV: PENALTIES

Every person who shall construct, establish, substantially change, alter or repair any existing structure or use, or permit the growth of any tree without having complied with the provision of this Ordinance or who, having been granted a permit or variance under the provisions of this Ordinance, shall construct, establish, substantially change or substantially alter or repair any existing growth or structure or permit the growth of any tree, except as permitted by such permit or variance, shall be guilty of a misdemeanor and shall be punished by a fine of not more than \$1,000 or imprisonment for not more than 90 days or by both. Each day a violation continues to exist shall constitute a separate offense. The heliport zoning administrator may enforce all provisions of this Ordinance through such proceedings for injunctive relief and other relief as may be proper under the laws of Minnesota Statutes Section 360.073 and other applicable law.

SECTION XVI: CONFLICTS

Where there exists a conflict between any of the regulations or limitations prescribed in this Ordinance and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, the use of land, or any other matter, the more stringent limitation or regulation shall govern and prevail.

SECTION XVII: SEVERABILITY

A. In any case in which the provision of this Ordinance, although generally reasonable, is held by a court to interfere with the use or enjoyment of a particular structure or parcel of land to such an extent, or to be so onerous in their application to such a structure or parcel of land, as to constitute a taking or deprivation of that property in violation of the constitution of this state or the constitution of the United States, such holding shall not affect the application of this Ordinance as to other structures and parcels of land, and to this end the provisions of this Ordinance are declared to be severable.

B. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the parts so declared to be unconstitutional or invalid.

SECTION XVIII: EFFECTIVE DATE

This ordinance shall take effect on the _____ day of _____, 20____.

Copies thereof shall be filed with the Commissioner through the Office of Aeronautics, State of Minnesota and the Register of Deeds, Swift County(s), Minnesota.

Passed and adopted after public hearing by the City of Benson and Swift County Joint Heliport Zoning Board this _____ day of _____, 20____.

Chairperson

Member

Member

Member

Member

EXHIBIT A
BENSON HELIPORT ZONING ORDINANCE

This Ordinance affects all or a portion of the following sections of land:

| NAME AND NUMBER OF TOWNSHIP | AIR SPACE OBSTRUCTION ZONING: Section IV of Ordinance; Page 1 of Zoning Map. | LAND USE SAFETY ZONING: Section V of Ordinance; Page 1 of Zoning Map. |
|---------------------------------------|---|--|
| Torning Township T121N R39W | Sections: 6, 7 | Sections: 6, 7 |
| _____ Township T____N R____W | Sections: | Sections: |



Request for Board Action

BOARD MEETING DATE:
November 3, 2015

Commissioner's Report

Department Information

| | | |
|--------------------------------------|---------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: Treasurer | REQUESTOR: Ron Vadnais | REQUESTOR PHONE: 320-843-3544 |
|--------------------------------------|---------------------------|----------------------------------|

Agenda Item Details

| | |
|--|---|
| BRIEF DESCRIPTION OF YOUR REQUEST: Review 3rd Quarter 2015 Cash & Investments | |
| AGENDA YOU ARE REQUESTING TIME ON: 10:15 am | ARE YOU SEEKING APPROVAL OF A CONTRACT? NO |
| IS THIS MANDATED? NO | EXPLANATION OF MANDATE: N/A |
| BACKGROUND/JUSTIFICATION: N/A | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? | |

Budget Information

| |
|--------------|
| FUNDING: N/A |
|--------------|

Review/Recommendation

| | |
|------------------------------------|--|
| COUNTY ATTORNEY: Danielle Olson | COUNTY ADMINISTRATOR: Mike Pogge-Weaver |
| RECOMMENDATIONS: N/A | RECOMMENDATIONS: N/A |
| COMMENTS: N/A | COMMENTS: N/A |

Swift County Cash & Investments

(Includes unrealized gains)

As of 9/30/15

| Acct | 9/30/15 Balance |
|-------------------------------------|-----------------------|
| ASSETS | |
| Cash and Bank Accounts | |
| Citizens Alliance Bank-Murdock | 31,011.00 |
| HS MMKT#1006436-1st Security | 476,116.38 |
| HS-MMIS# 14534(Credit Union) | 106,659.41 |
| HS15-1 | 245,000.00 |
| PSB-Appleton | 17,631.27 |
| R&B MMKT#29306-ComDevBank | 756,305.21 |
| R&B-MMIS#1006493-1st Security | 1,906,638.91 |
| Rev-MMKT#1007665-1st Security | 1,103,079.40 |
| Revenue 14-10 | 100,000.00 |
| Revenue 14-11 | 100,000.00 |
| Revenue 14-4 | 100,000.00 |
| Revenue 14-6 | 100,000.00 |
| Revenue 14-7 | 100,000.00 |
| Revenue 14-8 | 100,000.00 |
| Revenue 14-9 | 100,000.00 |
| Revenue 15-1 | 245,000.00 |
| Revenue 15-2 | 245,000.00 |
| Revenue 15-3 | 200,000.00 |
| Revenue 15-4 | 200,000.00 |
| Revenue 15-5 | 100,000.00 |
| Revenue 15-6 | 100,000.00 |
| Revenue 15-7 | 100,000.00 |
| Revenue 15-8 | 100,000.00 |
| Revenue14-12 | 100,000.00 |
| Revenue14-13 | 100,000.00 |
| Revenue14-14 | 100,000.00 |
| StBkDanvers | 1,249,441.71 |
| WELLS FARGO | 998,893.78 |
| TOTAL Cash and Bank Accounts | 9,180,777.07 |
| Other Assets | |
| EMP BENEFITS--CD@ Riverwood Bk | 200,000.00 |
| TOTAL Other Assets | 200,000.00 |
| Investments | |
| REV-HEALTH CARE | 524,981.42 |
| TOTAL Investments | 524,981.42 |
| TOTAL ASSETS | 9,905,758.49 |
| LIABILITIES | 0.00 |
| OVERALL TOTAL | 9,905,758.49 ✓ |

| FUND # | FUND NA | BANK # | INSTITUTION | ID# | DATE | | MATURITY DATE | INVESTMENT AMOUNT | ADDS & DELETES | TOTAL INVEST. | INTEREST RATE | MONTH ENDED | ACCRUED INTEREST | INTEREST | | PRIN YTD |
|------------|-----------------------|--------|------------------------|---------------|---------------|--------------|---------------|-------------------|-----------------|----------------|---------------|-------------|------------------|------------|-------------|--------------|
| | | | | | PURCHASE DATE | ACCRUAL DATE | | | | | | | | MTD | YTD | |
| 1097 | Revenue | 15 | Synovus Bk-Georgia | 87164DEA4 | 3/5/2014 | 3/5/2015 | 4-Sep-15 | \$100,000.00 | -100000 | \$0.00 | | 30-Sep-15 | \$0.00 | \$175.48 | \$349.04 | |
| 1001 | Tax Accts-Consolidate | | Various | | | | 30-Sep-15 | | | \$48,642.27 | | 30-Sep-15 | | | | |
| 1001 | Revenue/cl | 2 | St Bk of Danvers | 267151 | | | 30-Sep-15 | | | \$1,249,441.71 | 0.10% | 30-Sep-15 | | \$34.98 | \$1,008.67 | |
| 1001 | Revenue | 1 | 1st Security Benson | MMIS#1007665 | | | 30-Sep-15 | \$1,101,512.28 | 1567.12 | \$1,103,079.40 | 0.20% | 30-Sep-15 | | \$187.34 | \$1,567.12 | |
| 1092 | Revenue | 1 | WELLS FARGO | 1AB21819 | | | 30-Sep-15 | | | \$998,893.78 | 0.01% | 30-Sep-15 | | \$19.73 | \$90.84 | |
| 1101 | Rev/Health | 15 | Franklin Fund-MF | 45789 | | | 30-Sep-15 | | | \$524,981.42 | 1.02% | 30-Sep-15 | \$1,197.57 | \$1,197.57 | \$11,126.26 | |
| 1101 | Human Ser | 1 | 1st Security Benson | MMIS#1006436 | | | 30-Sep-15 | \$475,600.44 | 515.94 | \$476,116.38 | 0.20% | 30-Sep-15 | | \$80.86 | \$515.94 | |
| 3001 | Human Ser | 17 | Co-op Credit-Benson | Savings#14534 | | 7/1/2015 | 30-Sep-15 | \$106,223.46 | 435.95 | \$106,659.41 | 0.30% | 30-Sep-15 | \$79.78 | | \$432.67 | |
| 3001 | R&B | 13 | Comm Dev Bk | 29306 | | 7/1/2015 | 30-Sep-15 | \$755,174.80 | 1130.41 | \$756,305.21 | 0.20% | 30-Sep-15 | \$377.12 | | \$749.65 | |
| 1097 | R&B | 1 | 1st Security Benson | MMIS#1006493 | | | 30-Sep-15 | \$1,903,778.71 | 2860.2 | \$1,906,638.91 | 0.20% | 30-Sep-15 | | \$323.82 | \$2,860.20 | |
| 1097 | Revenue | 15 | Santander BK | 80280JEK3 | 4/15/2015 | 4/15/2015 | 15-Oct-15 | \$245,000.00 | | \$245,000.00 | 0.30% | 30-Sep-15 | \$338.30 | | | |
| 1097 | Human Ser | 15 | Bk of India-NY | 06278C5Z4 | 7/29/2015 | 7/29/2015 | 28-Oct-15 | \$245,000.00 | | \$245,000.00 | 0.35% | 30-Sep-15 | \$148.01 | | \$529.32 | |
| 1097 | Revenue | 15 | Safra Ntl Bk NY | 78658QE2 | 8/15/2014 | 8/17/2015 | 16-Nov-15 | \$100,000.00 | | \$100,000.00 | 0.50% | 30-Sep-15 | \$60.27 | | \$500.00 | |
| 1097 | Revenue | 15 | Choice Financial Group | 17037TEC7 | 9/25/2014 | 3/25/2015 | 12/28/2015 | \$100,000.00 | | \$100,000.00 | 0.50% | 30-Sep-15 | \$258.90 | | \$247.95 | |
| 1097 | Revenue | 15 | Berkshire Bk | 084601EA7 | 6/30/2015 | 6/30/2015 | 30-Dec-15 | \$200,000.00 | | \$200,000.00 | 0.40% | 30-Sep-15 | \$201.64 | | | |
| 1097 | Revenue | 15 | Cathay Bk-Los Angeles | 149159KL8 | 6/30/2015 | 6/30/2015 | 30-Dec-15 | \$200,000.00 | | \$200,000.00 | 0.40% | 30-Sep-15 | \$201.64 | | | |
| 1097 | Revenue | 15 | MizuhoBk | 60688MLL6 | 3/4/2015 | 3/4/2015 | 15-Jan-16 | \$245,000.00 | | \$245,000.00 | 0.35% | 30-Sep-15 | \$493.36 | | | |
| 1097 | Revenue | 15 | Investors Bk-NJ | 46176PDE2 | 8/25/2014 | 8/25/2015 | 25-Feb-16 | \$100,000.00 | | \$100,000.00 | 0.65% | 30-Sep-15 | \$64.11 | \$322.33 | \$650.00 | |
| 1097 | Revenue | 15 | Ally Bk-Midvale UT | 02006LHX4 | 9/18/2014 | 9/18/2015 | 3/18/2016 | \$100,000.00 | | \$100,000.00 | 0.75% | 30-Sep-15 | \$24.66 | \$378.08 | \$750.00 | |
| 1097 | Revenue | 15 | Everbank | 29976DB74 | 9/30/2015 | 9/30/2015 | 4-Apr-16 | \$100,000.00 | | \$100,000.00 | 0.40% | 30-Sep-15 | \$0.00 | | | |
| 1097 | Revenue | 15 | Goldman Sachs | 38147JYG1 | 4/30/2014 | 4/30/2015 | 2-May-16 | \$100,000.00 | | \$100,000.00 | 0.55% | 30-Sep-15 | \$230.55 | | \$274.25 | |
| 1097 | Revenue | 15 | TCF Ntl Bank | 872278JU1 | 12/24/2014 | 12/24/2014 | 24-Jun-16 | \$100,000.00 | | \$100,000.00 | 0.60% | 30-Sep-15 | \$460.27 | | | |
| 1097 | Revenue | 15 | Merrick Bk South | 59013JJS9 | 9/30/2015 | 9/30/2015 | 8-Jul-16 | \$100,000.00 | | \$100,000.00 | 0.50% | 30-Sep-15 | \$0.00 | | | |
| 1097 | Revenue | 15 | Peoples Ntl Bk | 71270QFL5 | 8/20/2014 | 8/20/2015 | 22-Aug-16 | \$100,000.00 | | \$100,000.00 | 0.85% | 30-Sep-15 | \$95.48 | | \$850.00 | |
| 1097 | Revenue | 15 | Ally Bk-Midvale UT | 02006LJB0 | 9/18/2014 | 9/18/2015 | 19-Sep-16 | \$100,000.00 | | \$100,000.00 | 1.05% | 30-Sep-15 | \$34.52 | \$529.32 | 1050 | |
| 1097 | Revenue | 15 | Eagle Bank | 27002YCF1 | 12/24/2014 | 8/24/2015 | 27-Dec-16 | \$100,000.00 | | \$100,000.00 | 0.90% | 30-Sep-15 | \$91.23 | | \$599.18 | |
| 1097 | Rev/R&B/1 | 4 | Riverwood Bk | 811001421 | 3/10/2014 | 3/10/2014 | 10-Jan-17 | \$200,000.00 | | \$200,000.00 | 1.05% | 30-Sep-15 | \$3,273.70 | | | |
| 1097 | Revenue | 15 | UnitedBkVernon | 909552BG5 | 9/30/2015 | 9/30/2015 | 29-Mar-17 | \$100,000.00 | | \$100,000.00 | 0.80% | 30-Sep-15 | \$0.00 | | | |
| 1097 | Revenue | 15 | CapitalOneBk USA | 140420WC0 | 9/30/2015 | 9/30/2015 | 2-Oct-17 | \$100,000.00 | | \$100,000.00 | 1.15% | 30-Sep-15 | \$0.00 | | | |
| 1097 | Revenue | 15 | Am Express Central Bk | 02587DWP9 | 12/4/2014 | 12/4/2014 | 4-Dec-17 | \$100,000.00 | | \$100,000.00 | 1.50% | 30-Sep-15 | \$1,232.88 | | | |
| | | | | | | | | | | \$9,905,758.49 | ✓ 0.56% | | \$4,136.18 | | | |
| SCBH-LOAN | | | | | 12/31/2012 | 9/1/2015 | 12/1/2032 | \$2,000,000.00 | -\$229,957.33 | \$1,770,042.67 | 2.00% | 30-Sep-15 | \$2,812.67 | \$2,962.00 | \$24,111.05 | \$63,974.06 |
| CNH LOAN#1 | | | | | 12/31/2012 | 7/9/2015 | 10/11/2016 | \$1,500,000.00 | -\$1,113,987.96 | \$386,012.04 | 1.75% | 30-Sep-15 | \$1,536.12 | | \$5,266.33 | \$228,388.04 |
| CNH LOAN#2 | | | | | 12/31/2012 | 7/9/2015 | 7/9/2019 | \$400,000.00 | -\$166,880.50 | \$233,119.50 | 1.75% | 30-Sep-15 | \$927.69 | | \$2,332.55 | \$14,006.93 |

Welcome to the Minnesota Marriage License Application

To use this marriage application process you must:

1. Plan to be married in Minnesota
2. You must be 18 years of age or older at the time of the wedding (Ages 16-17 can complete this application. However, additional requirements apply. Contact a Local Vital Records Office for more information).
3. Be aware, there is a 5-day waiting period. If your wedding is planned in the next 7 days complete this application and call a Local Vital Records Office for additional requirements.
4. Be aware, if you have a felony conviction on your record and want to change your name, there will be a 30 day waiting period. Complete this application and go in-person to a Local Vital Records Office to obtain additional required forms.

List of participating counties:

| | | |
|---|---|--|
| BELTRAMI (http://www.co.beltrami.mn.us/Departments/License%20Center/Marriage_Certificates.html) | FARIBAULT (http://faribaultcountyrecorder.com/) | MARSHALL (http://www.co.marshall.mn.us/marshallcounty/departme) |
| BLUE EARTH (http://www.blueearthcountymn.gov/index.aspx?NID=857) | FILLMORE (http://www.co.fillmore.mn.us/auditor-treasurer) | MARTIN (http://www.co.martin.mn.us/index.php/govern) |
| BROWN (http://www.co.brown.mn.us/recorder-forms) | HOUSTON (http://www.co.houston.mn.us/Recorder.aspx) | OLMSTED (http://www.co.olmsted.mn.us/prl/vitalrecords/Pages/Ma) |
| CHISAGO (http://www.chisagocounty.us/298/Marriage) | JACKSON (http://www.co.jackson.mn.us/recorder) | PENNINGTON (http://co.pennington.mn.us) |
| CLAY (http://claycountymn.gov/1142/Marriage-Services) | LYON (http://www.lyonco.org) | POPE (http://www.co.pope.mn.us/recorder.php) |
| CROW WING (http://crowwing.us/index.aspx?NID=166) | MAHNOMEN (http://www.co.mahnomen.mn.us/recorder.html) | ROSEAU (http://co.roseau.mn.us/treasurer.html) |

[Start Application](#)



Request for Board Action

BOARD MEETING DATE:
November 3, 2015

Commissioner's Report

Department Information

| | | |
|------------------------------------|----------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: Auditor | REQUESTOR: Kim Saterbak | REQUESTOR PHONE: 320-843-6108 |
|------------------------------------|----------------------------|----------------------------------|

Agenda Item Details

| | |
|--|--|
| BRIEF DESCRIPTION OF YOUR REQUEST: Review of the 3rd Quarter 2015 financial information | |
| AGENDA YOU ARE REQUESTING TIME ON: Agenda | ARE YOU SEEKING APPROVAL OF A CONTRACT? No |
| IS THIS MANDATED? No | EXPLANATION OF MANDATE: Click here to enter text. |
| BACKGROUND/JUSTIFICATION: The 3rd quarter financial information, with comparison to prior year amounts will be presented for the Boards review. | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? | |

Budget Information

| |
|--------------|
| FUNDING: n/a |
|--------------|

Review/Recommendation

| | |
|---|---|
| COUNTY ATTORNEY: Danielle Olson | COUNTY ADMINISTRATOR: Mike Pogge-Weaver |
| RECOMMENDATIONS: Click here to enter text. | RECOMMENDATIONS: Click here to enter text. |
| COMMENTS: None | COMMENTS: None |

Board Action

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

Summary of Funds
Actual & Budget Comparison
As of 09/30/2015

| | Budget | Actual | Difference | |
|-------------------------------|-------------------|--------------------|--------------------|------------|
| | | | \$ | % |
| Revenue Funds: | | | | |
| General | 6,628,031 | 3,888,549 | (2,739,482) | 59% |
| Solid Waste/Environmental | 818,750 | 522,167 | (296,583) | 64% |
| Road & Bridge | 5,288,879 | 5,461,012 | 172,133 | 103% |
| Human Services | 4,613,275 | 2,760,975 | (1,852,300) | 60% |
| | 17,348,935 | 12,632,703 | (4,716,232) | 73% |
| Expenditures: | | | | |
| General | 6,652,581 | 4,391,309 | (2,261,272) | 66% |
| Solid Waste/Environmental | 1,036,270 | 741,197 | (295,073) | 72% |
| Road & Bridge | 5,169,791 | 5,229,980 | 60,189 | 101% |
| Human Services | 4,613,275 | 3,293,873 | (1,319,402) | 71% |
| | 17,471,917 | 13,656,359 | (3,815,558) | 78% |
| Change in Fund Balance | (122,982) | (1,023,656) | (900,674) | |

*** (designates deficit or under budget)

| Ending Cash Balance Summary | As of September 30 | | | |
|---|--------------------|--------------|--------------|--------------|
| | 2015 | 2014 | 2013 | 2012 |
| Cash and Bank Accounts | \$ 9,905,758 | \$ 7,550,959 | \$ 7,481,680 | \$ 8,919,269 |
| Employee Benefits - CD | \$ 200,000 | \$ 200,000 | \$ 200,000 | \$ 200,000 |
| Investments - Health Care | \$ 524,981 | \$ 524,981 | \$ 524,981 | \$ 524,981 |
| Loan Receivable - General Fund Summary | | | | |
| SCBH | \$ 1,770,043 | \$ 1,855,129 | \$ 1,938,532 | - |
| CNH Loan #1 | \$ 386,012 | \$ 689,871 | \$ 9,885,045 | 1,354,584 |
| CNH Loan #2 | \$ 233,120 | \$ 289,270 | \$ 344,454 | - |
| County Indebtedness | \$ - | \$ - | \$ - | 40,000 |

**SWIFT COUNTY
BUDGET TO ACTUAL COMPARISON - 3rd QTR 2015**

| Fund | Department | Expense | Revenue | Expenses | | | |
|------|------------|------------------------|--|------------|------------|------------|------------|
| | | | | Actual | | Budget | |
| | | | | Current Yr | Prior Year | Current Yr | Prior Yr |
| 01 | 003 | General Government | Tax settlement occurs in May, October & November. Fourth Quarter will reflect the second half settlement dates. | \$ 221,399 | \$ 397,700 | \$ (5,000) | \$ (8,000) |
| | 5 | Board of Commissioners | | \$ 166,891 | \$ 151,957 | \$ 241,220 | \$ 235,225 |
| 01 | 021 | Law Library | | \$ 14,805 | \$ 14,503 | \$ 23,475 | \$ 23,475 |
| | 31 | County Administrator | | \$ 149,533 | \$ 144,789 | \$ 214,615 | \$ 207,565 |
| | 40 | County Auditor | | \$ 122,524 | \$ 117,915 | \$ 182,290 | \$ 175,700 |
| | 41 | County Treasurer | Every 5 year - a majority of the notaries apply for renewal. The remainder is due to an increase in volume, not foreseeable. | \$ 135,867 | \$ 138,341 | \$ 202,830 | \$ 197,820 |
| | 42 | County Assessor | Assessors revenue is received from services provided to Cities for assessments which are billed and received in the 1st 1/2 of the year. | \$ 165,322 | \$ 151,489 | \$ 275,395 | \$ 223,405 |
| 01 | 043 | Public Examiners | Most contracted expenses have been recorded - there will be very little activity in the 4th quarter. | \$ 53,250 | \$ 49,876 | \$ 63,800 | \$ 60,000 |
| 01 | 044 | License and Permits | | \$ - | \$ - | \$ 1,375 | \$ - |
| 01 | 060 | Data Processing | County will reimburse in December | \$ 60,110 | \$ 45,059 | \$ 93,800 | \$ 70,000 |
| 01 | 089 | Election | Expenses paid for #777 school levy - which will be reimbursed to the County. Was not included in the originally budgeted items - but once the income is received - it will offset the expenses | \$ 9,022 | \$ 30,077 | \$ 7,700 | \$ 57,990 |
| 01 | 090 | County Attorney | Money comes from the forfeiture fund-paid randomly | \$ 271,340 | \$ 294,993 | \$ 415,840 | \$ 400,750 |
| 01 | 100 | Land Records | Scanning bills have not been received, as of today. Volumn is consistent with last year. Budgeted amount includes Tech Fund dollars that won't be received until we pay the bill | \$ 202,853 | \$ 144,671 | \$ 456,220 | \$ 284,680 |
| 01 | 110 | Courthouse | Purchase of Attorney building was reclassified | \$ 227,859 | \$ 145,162 | \$ 205,120 | \$ 213,620 |
| | 111 | County Museum Building | | \$ 9,437 | \$ 10,461 | \$ 34,920 | \$ 52,555 |
| | 112 | CPHS Building | 2014 includes payments for mowing that in 2015 is being done "in house". Historically the actual expenses are significantly less than budgeted amounts. | \$ 8,193 | \$ 10,879 | \$ 50,050 | \$ 51,830 |
| | 113 | Prairie 5 Building | | \$ 6,684 | \$ 16,705 | \$ 49,200 | \$ 52,555 |
| | 114 | Rental House | \$1,000 needs to be reclassified from dept 003 - when this is reflected we are at 75% | \$ 326 | | \$ 1,347 | \$ - |
| | 122 | Veterans Services | Grant of \$7,500 is usually received in Sept/Oct. | \$ 101,490 | \$ 99,314 | \$ 154,795 | \$ 141,040 |
| | 123 | Planning & Zoning | | \$ 41,852 | \$ 55,556 | \$ 87,750 | \$ 82,375 |
| 01 | 148 | Technology Committee | | \$ 4,095 | \$ 2,585 | \$ 21,400 | \$ 19,600 |
| 01 | 149 | Tech Support | Monthly average billing is approx \$2,000 less than the average monthly budget amount | \$ 68,151 | \$ 75,869 | \$ 147,920 | \$ 145,350 |

**SWIFT COUNTY
BUDGET TO ACTUAL COMPARISON - 3rd QTR 2015**

| | | | | | | | | | | | | |
|----|-----|--------------------------------|--------------------------|---|----|-----------|----|-----------|----|-----------|----|-----------|
| 01 | 200 | Sheriff | | Sale of Forfeited items in September will account for \$21,000 of the increase. Prior year revenue was at \$53,948 at this point. | \$ | 837,951 | \$ | 1,218,886 | \$ | 1,194,407 | \$ | 1,452,680 |
| 01 | 202 | 911 Distribution | | Consistent with last 4 years... We may need to reduced the budget revenue amount | \$ | 47,683 | \$ | 34,418 | \$ | 197,000 | \$ | 197,000 |
| 01 | 204 | Coroner | Expenses paid as needed. | | \$ | 11,430 | \$ | 5,511 | \$ | 14,000 | \$ | 15,000 |
| 01 | 205 | Jail | | We received income from monitoring services and drug court payments. | \$ | 531,366 | \$ | 559,321 | \$ | 909,800 | \$ | 898,145 |
| 01 | 251 | Grant 6W Community Corrections | | | \$ | 210,404 | \$ | 180,803 | \$ | 210,405 | \$ | 180,804 |
| 01 | 261 | Restorative Justice | | | \$ | 35,502 | \$ | 36,508 | \$ | 56,695 | \$ | 52,985 |
| 01 | 280 | Emergency Management | | Reimbursed in Feb of the following year - is recorded by year-end journal entry. | \$ | 55,588 | \$ | 55,413 | \$ | 74,070 | \$ | 72,420 |
| 01 | 400 | Countryside Public Health | | | \$ | 91,425 | \$ | 88,762 | \$ | 91,425 | \$ | 88,762 |
| 01 | 406 | Youth Programs | | | \$ | 99 | \$ | 75,523 | \$ | 30,300 | \$ | 104,160 |
| 01 | 520 | County Parks | | OHV Grant in the amount of \$14,775 was received in August. | \$ | 15,571 | \$ | 18,392 | \$ | 21,500 | \$ | 435,000 |
| 01 | 521 | Parks & Drainage | | Revenue is consistent with prior year. | \$ | 139,293 | \$ | 151,395 | \$ | 198,438 | \$ | 223,128 |
| 01 | 600 | Extension | | | \$ | 65,635 | \$ | 78,171 | \$ | 140,310 | \$ | 136,355 |
| 01 | 602 | Agriculture Inspector | | | \$ | 10,125 | \$ | 10,125 | \$ | 13,500 | \$ | 13,500 |
| 01 | 603 | Predator Control | Expenses paid as needed. | | \$ | 8,409 | \$ | 9,638 | \$ | 8,000 | \$ | 8,000 |
| 01 | 703 | Grants and Appropriations | | | \$ | 289,825 | \$ | 272,368 | \$ | 442,419 | \$ | 440,163 |
| | | | | | \$ | 4,391,309 | \$ | 4,893,135 | \$ | 6,528,331 | \$ | 7,005,637 |



Request for Board Action

BOARD MEETING DATE:
November 3, 2015

Commissioner's Report

Department Information

| | | |
|------------------------------------|----------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: Auditor | REQUESTOR: Kim Saterbak | REQUESTOR PHONE: 320-843-4069 |
|------------------------------------|----------------------------|----------------------------------|

Agenda Item Details

| | |
|---|---|
| BRIEF DESCRIPTION OF YOUR REQUEST: Consider appointing a fourth Swift County Board Member to Joint County Ditch #19 | |
| AGENDA YOU ARE REQUESTING TIME ON: 10:20 AM | ARE YOU SEEKING APPROVAL OF A CONTRACT? No |
| IS THIS MANDATED? No | EXPLANATION OF MANDATE: n/a |
| BACKGROUND/JUSTIFICATION: Joint Ditch #19 is located in Swift and Kandiyohi County. Swift County holds 99.55% of the ditch and is considered the host county. Each Ditch Board is usually comprised of five board members, with at least one member from each county in which the ditch benefits are located. With 99.55% of the land located in Swift County, the Joint Ditch #19 Board was historically comprised of four board members from Swift County and one board member from Kandiyohi County. Starting in 1999, only three Swift County board members were assigned to this Joint Ditch Board. One additional member needs to be appointed to the Joint Ditch #19 Board to bring the number of board members back to five. Current members are Hendrickx, Peterson, and Rudningen. | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? | |

Budget Information

| |
|--------------|
| FUNDING: n/a |
|--------------|

Review/Recommendation

| | |
|---|--|
| COUNTY ATTORNEY: Danielle Olson | COUNTY ADMINISTRATOR: Mike Pogge-Weaver |
| RECOMMENDATIONS: Did not review prior to the meeting | RECOMMENDATIONS: Appoint 1 additional member to the board |
| COMMENTS: n/a | COMMENTS: None |



Request for Board Action

BOARD MEETING DATE:
November 3, 2015

Commissioner's Report

Department Information

| | | |
|------------------------------------|----------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: Auditor | REQUESTOR: Kim Saterbak | REQUESTOR PHONE: 320-843-4069 |
|------------------------------------|----------------------------|----------------------------------|

Agenda Item Details

| | |
|---|---|
| BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of the recommendation from the Audit Selection Committee to select CliftonLarsonAllen to prepare our audit for fiscal years ending December 31, 2015, 2016 & 2017. | |
| AGENDA YOU ARE REQUESTING TIME ON: 10:20 AM | ARE YOU SEEKING APPROVAL OF A CONTRACT? No |
| IS THIS MANDATED? No | EXPLANATION OF MANDATE: n/a |
| BACKGROUND/JUSTIFICATION: The Audit Selection Committee was comprised of Eric Rudningen, Mike Pogge-Weaver and Kimberly Saterbak. Attached is a summary of the issues and concerns discussed during our audit selection. From this discussion and follow-up information, the recommendation by this committee is to hire CliftonLarsonAllen. | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? | |

Budget Information

| |
|------------------------|
| FUNDING: County Budget |
|------------------------|

Review/Recommendation

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

2016 Audit Firm Request for Proposal Summary

| | Price | Subsequent Years | Location | MN Audits Performed | Time Line | Affiliated Group |
|----------------------------------|-----------|----------------------|-----------------|---------------------|------------------------------|-----------------------|
| CliftonLarson Allen | \$ 53,000 | <1% & 2% (2nd yr) | Alexandria | 16 listed | None listed | None listed |
| Eide Bailey | \$ 51,525 | 3.1 & 3.5 % increase | Fargo, ND | No county | July | None listed |
| Baker Tilley | \$ 48,100 | 3% annually | Minneapolis, MN | 2 listed | Final report by August 31 | None listed |
| Schlenner Wenner & Co | \$ 32,500 | remains constant | St. Cloud | No county | Final report by August 31 | RSM McGladrey Network |

Swift County mailed a RFP (request for proposal) to six independent audit firms on September 30, 2015. This was a request to prepare the annual county audit for the fiscal years ending December 31, 2015, 2016 & 2017. We received responses from four out of the six proposals.

The Audit Selection Committee (Eric Rudningen, Mike Pogge-Weaver and Kim Saterbak) met on Wednesday October 28th to look through each of these proposals. There were several factors that we used to compare these audit firms – see attached summary. Two of these proposals were eliminated right away due to their lack of experience in preparing Minnesota county audits. This left CliftonLarsonAllen and Baker Tilley. We discussed the overall difference in cost, the amount of time they have allocated to prepare our audit and their other “non-audit” services offered during the year. After discussing the difference in cost issue with CliftonLarsonAllen, they have reduced their fee by \$2,000 per year or \$6,000 over the three year period – see attached letter. Taking this reduction into account, we felt the difference in costs of going with CliftonLarsonAllen would be justified by the lack of additional time needed to prepare for the new audit.



CliftonLarsonAllen

CliftonLarsonAllen LLP
510 22nd Avenue East, Suite 501
Alexandria, MN 56308-1977
320-759-5100 | fax 320-759-5150
www.claconnect.com

October 29, 2015

Kim Saterbak, County Auditor
Swift County
301 14th Street North
PO Box 288
Benson, Minnesota 56215

Dear Kim:

This letter relates to our proposed audit fees for the 2015-2017 audits. I have had discussions with other principals in our office in regards to the Swift County audit the additional efforts the County will put forth in preparing for the audit. In light of these circumstances, I submit to you the following updated proposed fees for your 2015 – 2017 audits:

| | |
|-------------------|----------|
| December 31, 2015 | \$51,000 |
| December 31, 2016 | \$51,400 |
| December 31, 2017 | \$52,500 |

Note: These quotes include all out-of-pocket expenses for each audit.

I hope that you will again select CliftonLarsonAllen as your external auditor.

Sincerely,

CliftonLarsonAllen LLP

Douglas P. Host, CPA
Principal
218.825.2948

Mike Pogge-Weaver

From: Jon Panzer <jpanzer@pioneer.org>
Sent: Thursday, October 22, 2015 5:28 PM
To: Mike Pogge-Weaver
Subject: Swift County Fair Bathrooms

Hey Mike

Sorry for the delay on this. Summary of the Bathroom Improvement Project.

Project:

Replace the existing out of date bathrooms on the fairgrounds with new, handicap accessible and modern bathrooms that can service the larger number of people we now have attending the fair. We will also build a new bathroom and shower facility in the campground area of the fair grounds to better support the families that need this to participate in the fair from a distance like the eastern side of Swift county. You can see the drawings and 3-D renderings of what we are planning on our [website](#).

Budget:

We have worked hard with a group of Swift County contractors to design and quote out what we think its going to take to building these two facilities. After we were done we came up with a total budget of \$200,00.00.

This number is what we figure we will need if we were to go out and hire all the labor to get this done. This will hopefully be lower mostly due to donated in kind labor. We are working hard on soliciting as much in kind labor now as possible . We have already had many people offer to help with what ever we need so we feel good about this part of it.

As of now we have over \$25K raised. We have grant applications in several foundations with more to go and just found out that we received \$2K from the Benson foundation. We have also had several one on one discussions with large business/corporations in our county and beyond that say they will be in and plan to visit many more.

Request:

What we are asking from the county is two things. First if and how much would/could the county contribute to the project if anything?

Second, similar to when we purchased the adjacent property to expand the fair grounds, and to help us in our fundraising, could the county help us by financing the project to some extent. This would enable us to begin the work this fall yet and prepare for construction next spring setting a pace to complete it by the fair next year. It would also show progress on the project and give potential donors the confidence that the project will be completed.

With the fair growing and doing very well and more and more people attending this project has become a high priority for the fair board. It seems like anyone I talk to about it agrees that it is the biggest issue we have and an eye sore for the fair.

Also, even though it is not and never has been our goal, there always seems to be talk about regional fairs. Some area fairs have been struggling while we have been growing. We have

not been promoting this idea but we have always worked to be prepared for the future and ready if that day does come. We don't want to see our county loose our fair if it comes to that and this project is one more step for preparing us for that future.

I appreciate what ever you can do for us. If you have questions or concerns or would like to discuss in detail further, I am always available.

Thanks for your support

Jon

--

Jon Panzer

Station Manager

Director of Engineering/Operations



Pioneer Public Television
120 W Schlieman Avenue
Appleton, MN 56208
V (320) 289-2622
F (320) 289-2634



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Request for Board Action

BOARD MEETING DATE:
November 3, 2015

Commissioner's Report

Department Information

| | | |
|---|---------------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: Administration | REQUESTOR: Mike Pogge-Weaver | REQUESTOR PHONE: 320-314-8399 |
|---|---------------------------------|----------------------------------|

Agenda Item Details

| | |
|--|---|
| BRIEF DESCRIPTION OF YOUR REQUEST: Discussion Item: RASP Update | |
| 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: As part of the County's comprehensive plan, a Redesign And Succession Planning (RASP) Team was created to involve County employees in the County's efforts to improve county's operational and structural processes. Attached is the resulting work from the RASP Team. | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None | |

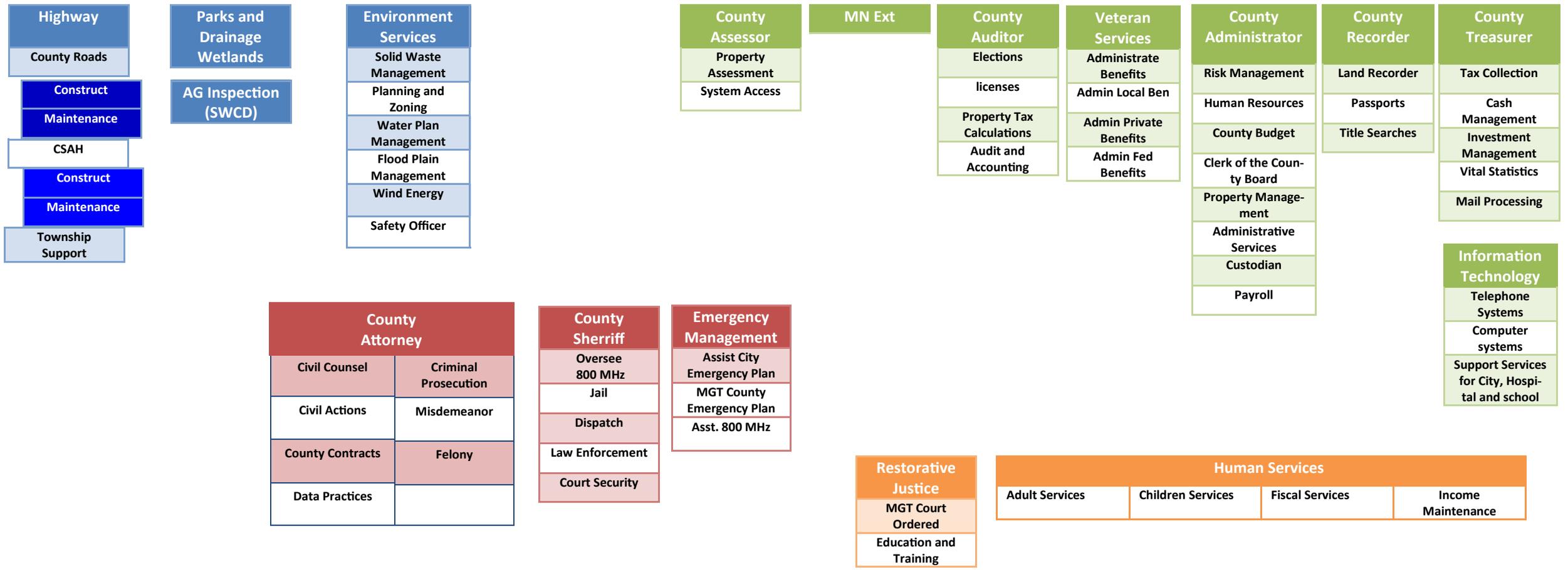
Budget Information

| |
|---------------|
| FUNDING: None |
|---------------|

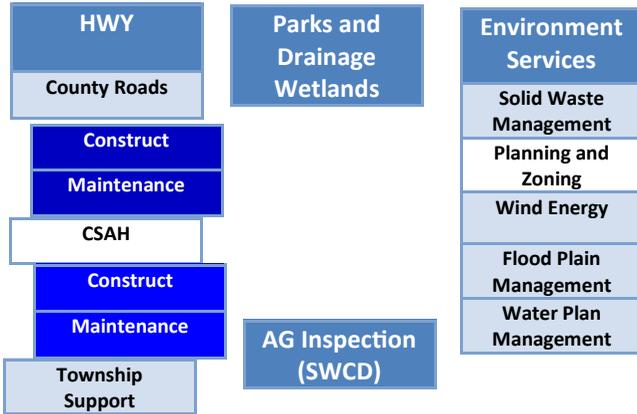
Review/Recommendation

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

Current Organization Chart



Swift County Organization Chart



| Taxpayer Services | | | |
|---------------------|--------------------|-----------------|-----|
| Property Assessment | Land Recorder | Elections | GIS |
| System Access | Title Searches | licenses | |
| | Vital Statistics * | Mail Processing | |

| Finance Department | |
|----------------------------|-----------------------|
| County Treasurer | |
| County Auditor | |
| Property Tax Calculations | Tax Collection |
| Audit and Accounting | Cash Management |
| Payroll (Strong tie to HR) | Investment Management |
| | Passports * |

| County Administrator |
|---------------------------|
| Risk Management |
| Human Resources |
| County Budget |
| Clerk of the County Board |
| Property Management |
| Administrative Services |
| Custodian |

| Information Technology |
|------------------------|
| Telephone Systems |
| Computer systems |

MN Ext

* Vital Statistics will be in Finance Department and Passports will be in the Taxpayer Services Department in the short term. As staff turn over occurs in the two departments and new staff training is needed these functions will be switched as shown in the above chart.

DRAFT

Safety Officer

| County Attorney | County Sherriff |
|----------------------|-----------------------------|
| Criminal Prosecution | 800 MHz |
| Misdemeanor | Jail |
| Felony | Dispatch |
| Civil Counsel | Law Enforcement |
| Civil Actions | Court Security |
| County Contracts | Emergency Management |
| Data Practices | Assist City Emergency Plan |
| | MGT County Emergency Plan |

| Human Services | | | | Veteran Services | Restorative Practices |
|----------------|-------------------|-----------------|--------------------|-------------------------|------------------------|
| Adult Services | Children Services | Fiscal Services | Income Maintenance | Administrative Benefits | MGT Court Ordered |
| | | | | Admin Local Ben | Education and Training |
| | | | | Admin Private Benefits | |
| | | | | Admin Fed Benefits | |



Request for Board Action

BOARD MEETING DATE:
November 3, 2015

Commissioner's Report

Department Information

| | | |
|---|---------------------------------|----------------------------------|
| ORIGINATING DEPARTMENT: Administration | REQUESTOR: Mike Pogge-Weaver | REQUESTOR PHONE: 320-314-8399 |
|---|---------------------------------|----------------------------------|

Agenda Item Details

| | |
|---|---|
| BRIEF DESCRIPTION OF YOUR REQUEST: Discussion Item: Providing employment services to the Swift County HRA and Swift County RDA | |
| 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: Currently the Swift County HRA and Swift County RDA are not County employees. For a number of years this has created tension with the staff of these organizations as the County benefits have at times been seen as superior to their own. In talking with some colleagues around the area recently I found that Renville County employs the individuals to run their HRA-EDA. This way these employees get access to County benefits. The members of both the HRA and RDA boards have discussed this. The HRA board enthusiastically supports this move. The RDA board is open to discussing it and wants to continue a discussion related to it. The employees of both boards are supportive of this change. There are pros and cons with moving this direction and we would like to have a discussion with the Commissioner of November 3 rd . Possible action could occur on November 17 th . | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None | |

Budget Information

| |
|--|
| FUNDING: This is budget neutral for the County. There would be additional costs to the HRA and RDA as the County health insurance benefits are more expensive than the HRA and RDA benefits. |
|--|

Review/Recommendation

| | |
|--|--|
| COUNTY ATTORNEY: Danielle Olson | COUNTY ADMINISTRATOR: Mike Pogge-Weaver |
| RECOMMENDATIONS: Was not submitted for review | RECOMMENDATIONS: Review and discuss. No action is requested at this time. |
| COMMENTS: n/a | COMMENTS: None |

RESOLUTION 16-05

HRA/EDA PURCHASE OF EMPLOYMENT SERVICES FROM RENVILLE COUNTY

COMMISSIONERS

District 1

Ralph Novotny

WHEREAS, The Renville County HRA/EDA wishes to offer the fringe benefits available through the Renville County Government fringe benefit packages and wishes to make use of the Renville County Payroll Administration System, and Renville County is willing to provide for that, and

District 2

Bob Fox

WHEREAS, Minnesota Statutes Section 469.012(2) and other statutes specifically make it possible for counties and other local governments to cooperate with HRA/EDA's to provide needed services, and

District 3

Paul Setzepfandt

WHEREAS, The HRA/EDA wishes to contract employment services through Renville County Government to be paid for by its levy authority, the parties hereby agree to the following:

The HRA/EDA will reimburse Renville County for the costs of all salary and benefits provided for the purchase of employment services of a full-time Executive Director, Housing Coordinator/Economic Development Assistant, HRA/EDA Development Assistant, and part time Maintenance person out of its levy and/or appropriate HUD funding source and other income sources as appropriate. These employees shall be subject to Renville County personnel rules and policies. The HRA/EDA Board may make advisory recommendations to the County Administrator and/or Renville County Board in personnel policy areas of recruitment and selection, performance review and appraisal, and discipline and/or discharge of the Executive Director.

District 4

John Stahl

Date: 4/28/05

MARC GLENN
MARC GLENN, HRA/EDA Board Chair

Date: 4/28/05

Attest: Chris Hettig
Chris Hettig, HRA/EDA Executive Director

District 5

Gale Dahlager

Date: April 12, 2005

Paul Setzepfandt
Paul Setzepfandt, Chair
Renville County Board of Commissioners

Date: April 12, 2005

William Wells
William Wells, Renville County Administrator

COUNTY ADMINISTRATOR

William Wells

Paul Setzepfandt, Chair
Renville County Board of Commissioners
Renville County Office Building
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Olivia MN 56277-1484
Phone: 320-523-3710
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Request for Board Action

BOARD MEETING DATE:
November 3, 2015

Commissioner's Report

Department Information

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

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| BRIEF DESCRIPTION OF YOUR REQUEST: Internet Connection to Environmental Services and Redundant Internet Connection for the County | |
| 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: Currently Environmental Services has a separate internet connection from the rest of the County which causes issues in sharing computer files and their current internet connection is slow. Additionally, the County has only one internet connection which during outages causes down time for many employees. Federated Telephone has proposed to provide a 20 Mbps symmetrical connection between the Environmental building and the Courthouse as well as a 50 Mbps symmetrical connection between the Courthouse and OET in Morris. There would be a one-time installation fee of \$3,800.00 and then a monthly recurring charge of \$486.60. Since this is a new file connection, the County would need to have a 36 month agreement for these services. The County currently pays a basic monthly charge for environmental services to CenturyLink of \$243.83 a month. Therefore the additional cost to the County would be \$242.77 per month plus a one-time installation fee of \$3,800.00. | |
| PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None | |

Budget Information

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| FUNDING: County Funds. \$15,000 was included in the 2015 budget to connect the Environmental Services Building to the County network |
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Review/Recommendation

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