

Notice & Agenda

Swift County Board of Commissioners

Tuesday, April 15, 2014

11:00 AM

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

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting. Times are only estimates and items may be taken out of order.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:00 a.m.		Call to Order and Roll Call
11:01 a.m.		Approve Agenda
11:03 a.m.		Consent Agenda
	1-2	(1) Minutes from April 1, 2014
	3-6	(2) Consider approving solid waste abatements for Parcel #28-0164-100 and Parcel #21-0126-100
11:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
11:05 a.m.		Commissioner and Board reports
11:20 a.m.		County Administrator report
11:25 a.m.		Citizens Comments
11:25 a.m.		Andy Sander, County Engineer
	7-8	Consider awarding a contract for 2014 Gravel Processing
	9-10	Consider awarding contract SAP 076-622-021 for a mill and overlay project on CSAH 20 from CSAH 13 to CR 56, not including the curves at CSAH 15.
	11-12	Consider awarding contract SAP 076-620-037 and SAP 076-626-006 to sealcoat CSAH 22 and CSAH 26.
11:35 a.m.		Jennifer Frost, RDA Executive Director
	13-18	Consideration of Swift County RLF Loan request for \$40,000 – Ben Honebrink of Honebrink, LLC dba Brink’s 104 Club, for purchase of assets of PB&J’s in Kerkhoven Township near Sunburg
	19-24	Consideration of Swift County RLF Loan request for \$50,000 – Kevin Wald, SpecSys in Benson for new equipment
11:45 a.m.		John Holtz, County Sheriff
	25-38	Consider approving the West Central S.W.A.T. Team Agreement
		Other Business
	39-50	Consider approval of the following revisions to County Policies: 201.110 – Travel, Meals, and Other Expenses 103 – County Organizational Chart 504 – Licenses, Fees, Service Charges, and Other Charges
	51	Consider approval of contract for office equipment for the new Taxpayer Service Center
12:00 p.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

April 1, 2014

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

Chairman Fox asked if there were any additions to the agenda. No additions were requested.

04-01-14-01 Commissioner Rudningen moved and Commissioner Peterson seconded to approve the agenda as printed. Motion carried unanimously.

04-01-14-02 Commissioner Klemm moved and Commissioner Hendrickx seconded to approve the Consent Agenda which consisted of: (1) Minutes from the March 18, 2014 Meeting (2) Minutes from the March 18, 2014 Executive Session (3) Minutes from the March 27, 2014 Special Meeting and (4) Consider approving a Business Associate Agreement between Swift County and Swift County-Benson Hospital covering Technology and Human Services Departments.

04-01-14-03 Commissioner Rudningen moved and Commissioner Klemm seconded to approve the Commissioner warrants as follows: Revenue: \$84,040.52; Road and Bridge: \$121,238.96; Solid Waste: \$7,624.01; Welfare & Family Services: \$2,761.86; and County Ditches Fund: \$5,581.73 which includes the following bills over \$2,000: American Communications Inc, \$5,518.85; Ascheman Oil, \$2,299.76; Contech Construction Products, \$15,360.99; Duinick Inc, \$97,683.75; Kandiyohi County Auditor Treasurer, \$3,481.73; Nolan Baker Ford Sales, \$55,752.71; Pemberton Sorlie Rufer And Kershner PLLP, \$2,441.48; Brian Suter, \$2,100.00; Camp Lake Township Treasurer, \$3,105.00; Waste Management of Northern Minnesota, \$4,782.75; and Yellow Medicine County Jail, \$5,418.51. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Fox reported on the Chippewa River Watershed, SPCC, Hospital Finance, and the Hospital Board. Commissioner Klemm reported on Prairie Lakes Youth, DAC, Swift County Youth Programs, the City County Meeting, the Ditch Hearing, and RDA. Commissioner Peterson reported on the City County Meeting, HRA, and Prairie V Community Action Group. Commissioner Rudningen reported on the Southwest Regional Extension Committee, the Radio Board, the Ditch Hearing, and the Technology Committee. Commissioner Hendrickx reported on meetings at the Capitol concerning bills affecting 6W Community Corrections. He also reported on the RDC and SPCC.

Administrator Pogge-Weaver updated the board on the schedule for the 2015 budget, the one-stop-shop, and the annual audit which will be June 2nd – 6th.

Kevin Beyer of Federated Telephone gave the board a presentation on an opportunity to provide broadband to the Benson Exchange and asked for involvement from the County if the application is accepted.

Countryside Public Health Administrator Liz Auch updated the board on a mass immunization distribution drill being held on August 5th, the SHIP regional class, and reviewed a snapshot of Countryside Public Health in 2013.

Veteran's Service Officer Dave Barrett presented the Veteran's Services Annual Report to the board.

The board recessed for a short break at 10:26 AM. The board reconvened at 10:30 AM.

A discussion was held on the need for an ordinance concerning the use of ATVs on County Roads. Parks and Drainage Supervisor Mike Johnson, County Engineer Andy Sander, and Sheriff John Holtz gave feedback on the possible ordinance and the board decided to move forward with it. A committee was formed including Commissioner Rudningen, Commissioner Hendrickx, County Attorney Robin Finke, Sheriff Holtz, Deputy Sheriff Judd Latham, Mr. Johnson and Mr. Sander to draft the ordinance.

Chairman Fox adjourned the meeting at 10:50 AM.

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
April 15, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Kim Saterbak	REQUESTOR PHONE: 320-843-6108
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving solid waste abatements for Parcel #28-0164-100 and Parcel #21-0126-100	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? yes	EXPLANATION OF MANDATE: Board review and approval for abatement
BACKGROUND/JUSTIFICATION: Parcel #28-0164-100 contains a building worth \$20,200 (I have enclosed a picture). Parcel #21-0126-100 has a 40x80 shop valued at \$3,200 and 3 bins built in 1970, 1975, & 1975 with a total value of \$4,584.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

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



SOLID WASTE ABATEMENT REQUEST

TO: Swift County Board of Commissioners

RE: Solid Waste Abatement

I, hereby, request that the Solid Waste Assessment on the following parcel be abated for the following reason(s).

PARCEL #: 28-0164-100

REASON FOR ABATEMENT:

The property is on a dead end dirt road, there
IS NO water or sewer connected + does not
generate any waste of any kind

Thank you for your time
+ consideration!!!

Joel Rakowski
Signature

31-March-2014
Date

APPROVED

DENIED

Swift County Board Chairman

Date



SOLID WASTE ABATEMENT REQUEST

TO: Swift County Board of Commissioners

RE: Solid Waste Abatement

I, hereby, request that the Solid Waste Assessment on the following parcel be abated for the following reason(s).

PARCEL #: 21 - 0126 - 100

REASON FOR ABATEMENT:

I have never ~~had~~ had waste pickup on this property. We have not lived on this property since 1959. Any waste we have generated - cardboard - plastic - metal - we have brought to a recycle center as needed.

Alyn Sylta
Signature

04-07-2014
Date

APPROVED

DENIED

Swift County Board Chairman

Date



8.12.2006



Request for Board Action

BOARD MEETING DATE:
April 15, 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 approval of 2014 Gravel Processing Contract	
AGENDA YOU ARE REQUESTING TIME ON: 11:25 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Gravel Crushing Contract 2014	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? See above	

Budget Information

FUNDING: County

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will review prior to execution of contracts	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Board Action

Motions ___ J Fox ___ G Hendrickx ___ G Klemm ___ P Peterson ___ E Rudningen	
Action	Vote

Swift County Highway Department

BID TABULATIONS: Gravel Processing 2014

April 9, 2014

Gravel Processing

CONTRACTOR	BID
Commerford Gravel	\$95,100.00
Hard Rock Screening	\$116,700.00
Central Specialties	\$139,500.00



Request for Board Action

BOARD MEETING DATE:
April 15, 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 awarding contract SAP 076-622-021 for a mill and overlay project on CSAH 20 from CSAH 13 to CR 56, not including the curves at CSAH 15.	
AGENDA YOU ARE REQUESTING TIME ON: 11:25 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: This is a Mill and Overlay Project that was included in the 5 year Highway Department CIP.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Highway Capital Improvement Plan.	

Budget Information

FUNDING: State AID Highway

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will review prior to execution of contracts	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Board Action

Motions ___ J Fox ___ G Hendrickx ___ G Klemm ___ P Peterson ___ E Rudningen	
Action	Vote

Swift County Highway Department

BID TABULATIONS: S.A.P. 076-620-021

April 9, 2014

Mill and Overlay project on CSAH 20 from CSAH 13 to CR 56 not including the curves at CSAH 15.

CONTRACTOR	BID
Riley Brothers Const. Inc.	\$653,068.35
Central Specialties	\$659,116.99
Duininck Inc.	\$690,312.19

ENGINEER'S ESTIMATE

\$1,043,924.15



Request for Board Action

BOARD MEETING DATE:
April 15, 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 awarding contract SAP 076-620-037 and SAP 076-626-006 to sealcoat CSAH 22 and CSAH 26.	
AGENDA YOU ARE REQUESTING TIME ON: 11:25 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: This is two Seal Coat Projects that are included in the 5 year Highway Department CIP.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Highway Capital Improvement Plan.	

Budget Information

FUNDING: State AID Highway

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will review prior to execution of contracts	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Board Action

Motions ___ J Fox ___ G Hendrickx ___ G Klemm ___ P Peterson ___ E Rudningen	
Action	Vote

Swift County Highway Department

BID TABULATIONS: S.A.P. 076-622-037 & S.A.P. 073-626-006

April 9, 2014

Sealcoat projects on CSAH 22 from CSAH 13 to TH 29 and CSAH 26 from TH 29 to the Pope County line

CONTRACTOR	BID
Morris Sealcoat	\$304,937.36
Caldwell Asphalt	\$329,347.59
Astech Corp.	\$346,375.20
Bituminous Paving	\$349,699.93
Fahrner Asphalt	\$476,733.60

ENGINEER'S ESTIMATE

\$378,556.50



Request for Board Action

BOARD MEETING DATE:
4/9/2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: RDA	REQUESTOR: Jennifer Frost	REQUESTOR PHONE: 320-842-4769
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consideration of Swift County RLF Loan request – Ben Honebrink of Honebrink, LLC dba Brink’s 104 Club, for purchase of assets of PB&J’s in Kerkhoven Township near Sunburg.	
AGENDA YOU ARE REQUESTING TIME ON: 4/15/14	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes – approval of loan application
IS THIS MANDATED? No	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: Loan Committee met on 4/9/14 and recommended APPROVAL of a \$40,000 loan with the following terms: 4% interest for 10 years/monthly payments, subordinate position behind Lake Regions State bank and seller on assets of business. Loss Payee & personal guarantee/life insurance.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Lakes Region Bank of Sunburg is primary lender (seller hold back controlled by bank based on debt to loan ratio)	

Budget Information

FUNDING: Swift County Revolving Loan Fund request in amount of \$40,000 (Available to Lend SCRLF equals ~\$240,000. Approval of two recommended loans (Honebrink \$40k, SpecSys \$50k) will leave ~\$150,000 in available funds at the end of April).

Review/Recommendation

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

Board Action

Motions ___ J Fox ___ G Hendrickx ___ G Klemm ___ P Peterson ___ E Rudningen
Action Vote

Swift County Rural Development Authority (RDA)
Loan Application

FOR OFFICE USE ONLY

DO NOT WRITE BELOW THIS LINE

DATE: 4/9/14

NAME OF BORROWER: Ben Honebrink - Brink's 104 Club

AMOUNT OF LOAN REQUESTED: \$40,000

LOAN: Approved Denied

AMOUNT OF LOAN APPROVED: \$40K INTEREST RATE: 4 %

NUMBER OF PAYMENTS: 120 monthly 10 years

PAYMENT SCHEDULE: monthly

LOAN SOURCE(S) USED BY RDA AND AMOUNT(S): RLF - County

COLLATERAL AND POSITION: 3rd all assets

LOAN CLOSING DATE: 60 days past ~~close~~ bar open (target open of 2nd wk June 2014)

COMMENTS: (If loan was denied or approved with conditions, state reasons, conditions and recommendations.) _____

LOAN REVIEW COMMITTEE SIGNATURES

DATE

[Signature]

4-9-14

[Signature]

4-9-14

[Signature]

4-9-14

APPLICANT SIGNATURES

[Signature]

4/9/14

REVOLVING LOAN FUND

I. APPLICANT INFORMATION

Name of Business Brent Honcbrink LLC DBA Brink's 104 Club
 Business Address 390 180th Ave NE Sunburg
 City Sunburg Zip code 56289 Business Phone () _____
 Website _____

Applicant Name Ben Honcbrink Title President
 Address 510 60th St. NE
 City Benson State MN Zip code 56215
 Contact Phone (320) 8761-4276 E-mail address Bachonny@yahoo.com

Type of Business: Sole Proprietorship Corporation Partnership
 Limited Liability Corporation Limited Liability Partnership

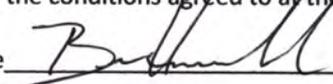
Please list individuals with ownership share in the Business:

Name	Address	Phone	%Ownership
<u>Ben Honcbrink</u>	<u>510 60th St NE</u>		<u>100%</u>
<u>Erin Honcbrink</u>	<u>u</u>		<u>100%</u>

TO BE SIGNED BY APPLICANT

I have willfully furnished this information to the entity indicated on page one of this applications, for the purpose of applying for a loan.

- \$ I understand the information provided may be reviewed by the appropriate staff, and/or Board(s).
- \$ I understand that the information I have provided may be made public according to the laws of the State of Minnesota.
- \$ I am fully aware that if my loan is approved, I will be responsible to pay legal fees incurred by the loan originator and filing or search fees associated with the loan made to me and/or my business.
- \$ I understand that if approved, the funds provided are a loan and must be paid back to the lender(s) in the time and under the conditions agreed to at the time of approval.

Applicant Signature  Date 3/5/14
 Applicant Signature _____ Date _____

REVOLVING LOAN FUND
Application

II. NATURE OF LOAN REQUEST

What is the nature of the business? Bar + Grill

It is a Bar + Grill in eastern Swift County
the will provide a full menu six night a week
as well as lunch atleast three days a week with
a full bar w/ off sale included

Brief description of the project for which funding is sought
RDA will be one of three notes against the bar along
Lakes Region Bank and SBA. RDA money will be used to
provide Gap financing to ensure low interest and a
small downpayment to keep financing feasible.

How much cash equity are you planning to invest in your business venture? \$ 20K-25K

Total Project Cost \$ 300,000 Amount of Public Loan Request \$ 40,000

Term 10 years Interest Rate 4 %

Collateral All business Assets Position 3rd position

Type of Project: Existing Business Expansion New Business

Purchase of Existing Business

Other, please explain _____

Direct impact of this project on local tax base \$ _____ (est. taxable value increase)

Projected job generation within a two-year time frame as a result of this loan:

Existing jobs 2 + Jobs Created 6 = Total 8

List other benefits to the community you believe will be directly attributable to your project:

The Bar+Grill will provide a place for locals to enjoy
a nice dinner and a drink and provide a place to associate
with friends and neighbors. There are only a couple to eat
and the only place to drink in a 20 square mile radius.

III. SOURCES AND USES OF FUNDS

Please complete this section for the funding sources you are applying to, or have commitments from for this project.

Sources and Use of Funds

Purposes for which funds are to be used	Swift County	Banks	Equity	Seller Other (specify)	Other (specify)	Other (specify)	Total
Property Acquisition	\$40,000	\$150,000	\$16,000	\$64,000	\$	\$	\$270,000
Site Improvement							
Building Renovation							
New Construction							
Machinery & Equipment							
Working Capital		25,000	5,000				30,000
Inventory							
Debt Financing	Typically N/A						
Other (Specify)							
Other (Specify)							
TOTAL	40,000	175,000	21,000	64,000			300,000

Project Cost and Request Summary

	Swift County	Bank	Equity	Seller Other specify	Other specify	Other specify	Total
Amount	\$40,000	\$175,000	\$21,000	\$64,000	\$	\$	\$300,000
% of Project Cost	13.3%	58.3%	7.3%	21.1%			100%
Term (years)	10	25	—				
Amortization	10	25/5	—				
Interest Rate	4%	6%	—				
Debt Service	404.98	916.46 (1500) 25k	—				
Lien Position	3rd	1st	—	2nd			
Collateral	All	All	—	building			
First Pmt Date	60 days follow close		—				
TOTAL			—				

IV. JOB CREATION/RETENTION INFORMATION

Provide the following information on the jobs you expect to create and/or retain due to the loan from the Swift County loan program

Job Title	# of Jobs	Hourly Wages	Annual Salary	Are jobs Perm. Or Temp?	Are jobs Full or Part-time?	Expected Hiring Date
Assist Manager	1	\$10.00	\$20,800	Perm.	Full	6/1/14
Head Cook	1	\$12.00	\$14,720	Perm	Full	6/1/14
Cook	2	9.50	\$11,700	Perm	Part	6/1/14
Bar staff	4	\$7.50	\$5,850	Both	Part	6/1/14

Jobs Creation Timetable: Indicate in the following table the quarter following receipt of loan funds when jobs will be added to the firm

Job Title	# of Jobs	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	Qtr 7	Qtr 8
Assist Manager	1	✓							
Head Cook	1	✓							
Cooks	2	✓							
Bar staff	4	✓							

Additional information regarding job creation or retention that may be helpful to the loan committee:

The positions listed above will remain permanent annually. Bar staff will vary from season to season but will be called on continuously for bigger events. Even more event coordinated positions will be created with catering and events.



Request for Board Action

BOARD MEETING DATE:
April 15, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: RDA	REQUESTOR: Jennifer Frost	REQUESTOR PHONE: 320-842-4769
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consideration of Swift County RLF Loan request – Kevin Wald, SpecSys in Benson for \$50,000 for new equipment	
AGENDA YOU ARE REQUESTING TIME ON: 11:35 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes – approval of loan application
IS THIS MANDATED? No	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: Loan Committee met on 4/9/14 and recommended APPROVAL of a \$50,000 loan with the following terms: 2.5% interest for 7 years/monthly payments, shared 1st UCC Purchase Money position on equipment purchased. Corporate Guarantee.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Pending: Benson EDA to consider \$100k at like terms on 4/17/14	

Budget Information

FUNDING: Swift County Revolving Loan Fund request in amount of \$40,000 (Available to Lend SCRLF equals ~\$240,000. Approval of two recommended loans (Honebrink \$40k, SpecSys \$50k) will leave ~\$150,000 in available funds at the end of April).

Review/Recommendation

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

Board Action

Motions ___ J Fox ___ G Hendrickx ___ G Klemm ___ P Peterson ___ E Rudningen	
Action	Vote

Swift County Rural Development Authority (RDA)
Loan Application

FOR OFFICE USE ONLY

DO NOT WRITE BELOW THIS LINE

DATE: 4/9/14

NAME OF BORROWER: Kevin Wald - SpecSys

AMOUNT OF LOAN REQUESTED: \$50,000

LOAN: Approved Denied

AMOUNT OF LOAN APPROVED: \$50,000 INTEREST RATE: 2.5%

NUMBER OF PAYMENTS: 84 monthly 7 years

PAYMENT SCHEDULE: monthly

LOAN SOURCE(S) USED BY RDA AND AMOUNT(S): _____

COLLATERAL AND POSITION: 164 UCC on equipment purchase money (shared EDA)

LOAN CLOSING DATE: 30 days

COMMENTS: (If loan was denied or approved with conditions, state reasons, conditions and recommendations.) _____

LOAN REVIEW COMMITTEE SIGNATURES

DATE

[Signature]

4-9-14

[Signature]

4-9-14

[Signature]

4-9-14

APPLICANT SIGNATURES

[Signature]

4-9-14

REVOLVING LOAN FUND

I. APPLICANT INFORMATION

Name of Business SpecSys, Inc.

Business Address 121 N 1st St (for Benson, MN location)
 City Montevideo Zip code 56262 Business Phone 320-269-3227

Website www.ritalka.com

Applicant Name SpecSys, Inc Title _____

Address 121 N 1st St

City Montevideo State MN Zip code 56265

Contact Phone 320-269-3227 E-mail address steved@ritalka.com

Type of Business: Sole Proprietorship Corporation Partnership
 Limited Liability Corporation Limited Liability Partnership

Please list individuals with ownership share in the Business:

Name	Address	Phone	%Ownership
Kevin Wald	121 N 1 st St, Montevideo, MN	56265 320-269-3227	100%

TO BE SIGNED BY APPLICANT

I have willfully furnished this information to the entity indicated on page one of this applications, for the purpose of applying for a loan.

- § I understand the information provided may be reviewed by the appropriate staff, and/or Board(s).
- § I understand that the information I have provided may be made public according to the laws of the State of Minnesota.
- § I am fully aware that if my loan is approved, I will be responsible to pay legal fees incurred by the loan originator and filing or search fees associated with the loan made to me and/or my business.
- § I understand that if approved, the funds provided are a loan and must be paid back to the lender(s) in the time and under the conditions agreed to at the time of approval.

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

REVOLVING LOAN FUND
Application

II. NATURE OF LOAN REQUEST

What is the nature of the business?

SpecSys is a provider of contract manufacturing including Fabrication, Machining, Welding, Assembly, Paint processes, Hydraulic, Electrical, and Structural testing; a provider of contract engineering including Design, Project Management, and Tech Pub. We have a 17+ year successful track record and proven ability to provide prototype design/ build and full production design/build for large industrial equipment serving nine industry's including Rail, Mining, Agriculture, Construction, Aeronautical, to name a few. Across the spectrum of all our affiliated companies including SpecSys, we are building infrastructure to grow substantially, increase revenues substantially, and add staff. Ultimately we are targeting a company twice the current size in the next few years. We are determined to continue our success within a Rural Diversified Business Strategy and dedicating major resources to our Benson location considered a key manufacturing location in our growth plan. Our CEO, and President have planned for and added a number of key VP and middle management level positions in preparation for the expansion/ growth we are now realizing. SpecSys is well positioned to for the growth of the company.

Brief description of the project for which funding is sought

SpecSys, Inc. a local employer, is currently experiencing the beginnings of substantial growth potential. A number of projects are looming in several of the nine industries we serve, and recently we have received orders from one railroad customer to build twenty-two rail cars and another order of eleven rail cars pending, plus a locomotive. These projects will be manufactured by SpecSys utilizing the weld, fabrication, assembly, and paint capabilities in Benson as support of these projects. There is currently a large representation of other rail customers with three specialized locomotives currently in process; and three additional rail power locomotives with pending quotes similarly targeted by SpecSys. Increased demand from the rail industry and additional surge in opportunities with a mix of assorted projects from other industries we serve as well, requires the purchase of equipment to assist efficiencies and manufacturing capabilities at an estimated cost in excess of \$200,000 for this location. Projected equipment needs include but not limited to are weld positioners, a blast booth w/collection filter, weld units, hoist, smoke eaters, and other misc.

How much cash equity are you planning to invest in your business venture? \$ _____

Total Project Cost \$ \$200,000+ Amount of Public Loan Request \$ \$150,000

Term 10 years Interest Rate 2.5% - 3.5 %

Collateral Equipment xx Position _____

Type of Project: x Existing Business Expansion _____ New Business

_____ Purchase of Existing Business

x Other, please explain Equipment Needed

Direct impact of this project on local tax base \$ _____ (est. taxable value increase)

Projected job generation within a two-year time frame as a result of this loan:

Existing jobs Maintained 16 + Jobs Created _____ = Total _____

List other benefits to the community you believe will be directly attributable to your project:

SpecSys Job Creation, Job Retention, Business Stability, Business Growth
Local Community Populace Stability; Schools Benefit; Local Businesses Wholesale/Retail Benefit; Payroll turns multiple times in community.

III. SOURCES AND USES OF FUNDS

Please complete this section for the funding sources you are applying to, or have commitments from for this project.

Sources and Use of Funds

Purposes for which funds are to be used	Swift County	Banks	Equity	Other (specify)	Other (specify)	Other (specify)	Total
Property Acquisition	\$	\$	\$	\$	\$	\$	\$
Site Improvement							
Building Renovation							
New Construction							
Machinery & Equipment			25,000+	150,000			\$200,000
Working Capital							
Inventory							
Debt Financing	Typically N/A						
Other (Specify)							
Other (Specify)							
TOTAL							

Project Cost and Request Summary

	Swift County	Bank	Equity	City	Other specify	Other specify	Total
Amount	\$50,000	\$	\$25,000+	\$100,000	\$	\$	\$175,000
% of Project Cost							
Term (years)	10						
Amortization							
Interest Rate							
Debt Service							
Lien Position							
Collateral	50,000		25,000+	100,000			\$175,000
Guarantee							
TOTAL							

SpecSys, Inc Equipment Needs
Location Benson, MN
 (addendum to the loan application)

Current Plan: In Process/Future Planning

Equipment Planning

Description	Estimated Cost
Blast Booth/Collector	\$65,000
Weld Positioner	\$50,000
Weld Positioner #2	\$40,000
Trolley Weld cart (2)	\$15,000
Hydraulic Test Stand	\$2,000
Miller Welder Units	\$18,000
Smog Eaters	\$50,000
Press Brake additions	\$1,500
Pedestal Hoist	\$6,000
Forklift	\$25,000
Sub-Arc System	considered

Site, Bldg, & Construction Planning

Heating Units installed & future	\$25,000
Windows replacement	complete
Roof renovation started & future	\$20,000
Loading area concrete	\$10,000
Production Office expansion	\$10,000
Sewer Upgrade	considered

Represented above is a list of equipment under consideration to assist in the increased demand and growth opportunities being experienced by SpecSys, Inc for the Benson location. This represents equipment in our current review process for purchase in the upcoming weeks. (some of which is ordered) This may not ultimately be the final list for Benson, and as opportunities become orders changes can occur as priority needs of equipment evolve and consideration for production/manufacturing are made. The areas utilizing this equipment within our manufacturing process involve a number of areas including material handling, fabrication, weld, assembly, and other general production focus. Also noted are examples of other areas of likely SpecSys investment represented here as site, building, and construction improvements beyond normal maintenance projects projected to take place over the course of the next few months.

We can continue to update as the needs and capabilities are more clear going forward, should that be beneficial to the Board/Council.



Request for Board Action

BOARD MEETING DATE:
April 15, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Sherriff	REQUESTOR: John Holtz	REQUESTOR PHONE: 314-8350
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the West Central S.W.A.T. Team Agreement	
AGENDA YOU ARE REQUESTING TIME ON: 11:45 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The Agreement is being revises the agreement to make technical changes and adds the City of Montevideo to the agreement. At the last SWAT Board meeting the board reviewed and agreed to the changes.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Amends the agreement previously approved in April of 2013.	

Budget Information

FUNDING:	The agreement calls for a basic \$ 1,000.00 annual fee to cover Insurance and some other fee's like training costs. The fee is equal for all agencies involved. This fee is included in the Sherriff's Department Budget. The only other costs is when the Team gets together once a month for a few hours and if there is a call out and we pay for the time of our Deputy. There are no other expenses at this time unless there is a need for some type of equipment.
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Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will approve prior to final execution	RECOMMENDATIONS: Approval
COMMENTS: n/a	COMMENTS: None

Board Action

Motions ___ J Fox ___ G Hendrickx ___ G Klemm ___ P Peterson ___ E Rudningen	
Action	Vote

WEST CENTRAL S.W.A.T. TEAM AGREEMENT

The parties to this Agreement are units of government responsible for the law enforcement in their respective jurisdictions. The parties desire to work cooperatively in the establishment of an organization to coordinate and address the formal framework of targeted investigations, memberships and personnel commitment, overall operations, resource availability, use of funds, general management and liability issues, as a joint powers entity. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes, § 471.59.

The undersigned Governmental Units, in the joint and mutual exercise of their powers, agree as follows:

1. **Name.** The name of the joint powers entity shall be the “WEST CENTRAL S.W.A.T TEAM.”

2. **Definitions:**
 - a. Agent – means a peace officer, employed by a member, who is assigned to the S.W.A.T. Team.
 - b. Board – means the governing board of the Team.
 - c. Fiscal agent – means a governmental unit that is a member of the Team and is responsible for the administration of financial and accounting functions for the Team.
 - d. Member – means a governmental unit that is a signatory to this agreement.
 - e. Team- means the West Central S.W.A.T. Team.

3. **Members.** The members of the Team are the following Governmental Units:
 - City of Appleton
 - City of Benson
 - City of Glenwood
 - City of Hancock
 - City of Montevideo**

City of Morris
City of Starbuck
City of Wheaton
County of Lac Qui Parle
County of Pope
County of Stevens
County of Swift
County of Traverse
University of Minnesota Morris Police

3.1 The members shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The members agree to act in good faith to undertake resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

4. **Term.**

4.1 The term of this Agreement shall be for five (5) years, commencing January 1, 2014, unless terminated earlier pursuant to section 5.7(c) of this Agreement. This Agreement shall be automatically extended for successive five year terms upon the same terms, conditions, and covenants, unless the Team is dissolved prior to expiration of the initial or successive term.

4.2 Upon dissolution of the S.W.A.T Team, the Board shall provide for the distribution of all Team funds and assets in the following manner: (1) the board may propose and the members shall, if appropriate, approve, in accordance with item 5.7 below, to sell and liquidate non-monetary assets prior to distribution; (2) Only governmental units that have been members of the Team continuously for the twelve months immediately preceding dissolution shall be entitled to share in the distribution; and (3) Assets and funds shall be distributed in proportion to the full-time staffing contributions of each member to the Team during the twelve months immediately preceding dissolution, determined by the level of participation of each member for each of the twelve months immediately preceding dissolution. Property owned by members shall be returned to the members upon dissolution. A member whose membership terminates prior to dissolution of the Team is

entitled to the return of its own property, but is not entitled to any share or portion of Team funds or assets.

5. Governing Board.

- 5.1 The Team shall be governed by a governing board. Members of this board will be known as “Directors.” The Chief Law Enforcement Officer from each member, or his or her designee, shall serve as a Director. There shall also be one Director representing the Stevens County Attorney’s office, who shall not vote in any matters before the Governing Board
- 5.2 Directors shall not be deemed employees of, nor compensated by the Team.
- 5.3 The Board will elect a chair. The Chair shall have no more power than any other Director except that the Chair shall: be responsible to ensure that a schedule of regular meetings of the Board is determined and kept on file with the County Auditor and give notice of special meetings in accordance with the Open Meeting Law, and accordingly post or indicate, in compliance therewith, when regular or special meetings are scheduled or otherwise called; call meetings to order and provide for their orderly and efficient conduct; provide for the preparation of minutes; and, when authorized by the passage of a motion by board, execute contracts, agreements, reports, filings, and other documents on behalf of the Team. Any portion of a meeting shall be closed if it discusses active investigative data as defined in Section 13.82, Subdivision 7, or internal affairs data relating to allegations of law enforcement misconduct.
- 5.4 The Board will delegate operational control over activities to a Team Commander.
- 5.5 The Board will delegate financial and administrative oversight to a Team Coordinator, who shall be an employee of the member then serving as the fiscal agent for the Team.
- 5.6 The Board shall meet on a quarterly basis or more frequently as needed. A meeting may be called by any Director, or the Team Commander.
- 5.7 It shall require the affirmative vote of at least 70% of all members unit of governments to:
- (a) Approve or amend the budget;
 - (b) Approve the expenditure or distribution of Team funds; or to
 - (c) Abolish or dissolve the Team.

In all other matters, the Board may take action based on the vote of a simple majority. A quorum shall exist, and votes may be taken, if a majority of the Directors or their designees are present.

- 5.8 The Board may apply for and receive grants, and enter into contracts, including agreements for the purchase and rental of real property, incur expenses and make expenditures necessary and incidental to the effectuation of its purposes and consistent with its powers.
- 5.9 The Board may recommend changes in this Agreement to its members.
- 5.10 The Board may receive real or personal property by grant, devise, or bequest for the use of the Team.

6. Powers and Duties of the Team.

- 6.1 To accomplish the objectives herein, all Team members shall assign at least one peace officer licensed pursuant to Minnesota Statutes, § 626.84, subd.1, to the Team, or if unable to contribute officers, shall contribute assets to the Team.
- 6.2 A typical assignment to the Team should be for a minimum period of one year. However, assignments shall be at the pleasure of both the Team Board and the officer's employing agency and may be terminated at any time.
- 6.3 The Team Commander will direct investigative activities based on intelligence provided by the Team Board members with priority given to case investigations that directly impact the members' communities.
- 6.4 While assigned to the Team all personnel shall be under the direct supervision and control of the Team Commander or his or her designee. The Team Commander's duties shall include, but not be limited to:
 - (a) Guiding and directing the activities of personnel assigned to the Team;
 - (b) Establishing goals, priorities, and work assignments;
 - (c) Reviewing and approving reports;
 - (d) Scheduling assigned personnel;
 - (e) Providing input on employee evaluations, if requested; and,
 - (f) Allocating overtime work, if necessary.
- 6.5 The Team Commander may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which the Team is organized.

- 6.6 The Governmental Unit serving as the Fiscal Agent shall cause to be made an annual audit of the books and accounts of the Team and shall make and file a report to its members which includes the following information:
- (a) The financial condition of the Team;
 - (b) The status of all Team projects;
 - (c) The business transacted by the Team;
 - (d) Quarterly financial report;
 - (e) Other matters which affect the interests of the Team.
- 6.7 The Team's books, reports, and records shall be open to inspection by its member's at all reasonable times.
- 6.8 The Team members may not incur obligations or approve contracts that extend beyond the term of this Agreement or which will require the expenditure of funds in excess of funds available.
- 6.9 Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting one of the members as the agent, representative or employee of another member for any purpose or in any manner whatsoever. Personnel assigned to the Team by one of the members shall not be considered temporary or permanent employees of any other member for any purpose whatsoever or be entitled to tenure rights or any rights or benefits by way of workers compensation, re-employment insurance, medical and hospital care, sick and vacation leave, severance pay, PERA or any other right or benefit of another member.
- 6.10 The members acknowledge that it is their sole responsibility to provide all salary compensation and fringe benefits to their employees. Benefits may include, but are not limited to: health care, disability insurance, life insurance, re-employment insurance, FICA, Medicare, and PERA.

7. **Insurance and Indemnification.**

- 7.1 The Team will maintain liability coverage with the League of Minnesota Cities Insurance Trust with a limit which must equal or exceed the maximum tort limits applicable to governmental entities as set forth in Minnesota Statutes **Sections 3.736, Subdivision 4,** and 466.04, Subdivision 1, under standard LMCIT liability coverage forms.

Alternatively, the Team may maintain equivalent private liability insurance coverage. Such coverage may be provided through separate policies for commercial general liability and law enforcement liability. Such private liability insurance policies must comply with the following requirements:

- Each policy shall have a limit of at least \$2,000,000 per occurrence. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than the amount which equals or exceeds the maximum Minnesota tort caps under Minnesota Statutes **Sections 3.736, Subdivision 4**, and 466.04, Subdivision 1.
- The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.
- Each member, and each member's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from Team activities or operations.

7.2 The Team may in its discretion procure coverage for auto liability and damage to or loss of property. If the Team at any time hires employees, it will immediately acquire and maintain workers' compensation coverage.

7.3 The Team agrees to defend and indemnify its members for any liability claims arising from Team activities or operations, and decisions of the Team Board. Nothing in this agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes **Sections 3.736 and** Chapter 466 or a waiver of any available immunities or defenses, and the limits of liability under Minnesota Statutes **Sections 3.736 and** Chapter 466 for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

7.4 Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

7.5 Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

- 7.6 Each member shall be responsible for injuries to or death of its own personnel. Each member will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are assigned to the Team or are otherwise participating in or assisting with Team operations or activities. Each member waives the right to, and agrees that it will not, bring any claim or suit against the Team or any other member for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with Team operations or activities, even if the injuries were caused wholly or partially by the negligence of any other member or its officers, employees, or volunteers.
- 7.7 Each member shall be responsible for damages to or loss of its own equipment. Each member waives the right to, and agrees that it will not, bring any claim or suit against the Team or any other member for damages to or loss of its equipment arising out of participation in or assistance with Team operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other members or its officers, employees, or volunteers.
- 7.8 All insurance policies and certificates required under this agreement shall be open to inspection by any member and copies of the policies or certificates shall be submitted to a member upon written request.

8. **Finances.**

- 8.1 Team operations will be financed from grant funds, and any funds voluntarily contributed by any member. Members will provide officers to be assigned to the Team but will not otherwise be required to provide funds without the prior amendment of this Agreement. Each Member shall contribute as follows: **\$1,000.00** Dues annually.
- 8.2 The Fiscal Agent shall serve as sole administrator of all funds contributed by Team members or otherwise received by the Team, and in such capacity is authorized to receive all funds for deposit and make disbursements therefrom in accordance with generally accepted accounting principles. In conjunction therewith, the Fiscal Agent shall maintain current and accurate records of all obligations and expenditures of Team funds in accordance with generally accepted accounting principles. It shall also produce quarterly

financial and statistical reports which shall be disseminated to all Directors and the Team Commander. The Team shall maintain all such reports and related records for a period of six (6) years after dissolution of the Team.

8.3 The Board shall approve an annual operating budget for the Team. The Board may amend the budget as necessary.

8.4 The Team's funds may be expended by the Board in accordance with this Agreement in a manner determined by the Board. In no event shall there be an expenditure of Team funds except in accordance with the approved budget.

8.5 The Team shall not be obligated to reimburse Members for any expenses incurred or equipment furnished. Reimbursement may be provided if sufficient funds are available.

8.6 The Board may not incur debts beyond those either approved in the budget, or authorized by members.

8.7 **Fiscal Agent.** The Board shall designate the Minnesota County of Stevens, County Auditor/Treasurer be the 'authorized official' and thereby responsible for the management and disbursement of the Team grant awards, cash contributions, and any other fiscal resources. In no event shall there be a disbursement of Team funds from the County of Stevens depository without the approval/authority and signatures of the Commander and/or the Team Board Chair or Vice-Chair.

9. **Agents.**

9.1 Each member shall assign licensed peace officers to serve on the Team as agents in accordance with article 6.1.

For each subsequent year, each member will advise the Board, prior to October 1st, of the number of employees that the member will provide in the subsequent calendar year.

9.2 All agents assigned to the Team shall comply with the policies and rules adopted by the Team Board. In areas where the Team Board has not adopted a policy or rule, then personnel assigned to the Team shall comply with the policies and rules promulgated by their employing agency. The Team Commander, or his or her designee, shall refer disciplinary matters or other instances of misconduct involving an Agent to the Agent's Chief Law Enforcement Officer for investigation, referral, or disposition. However, nothing

herein shall be construed to prevent the Team Commander from reporting suspected criminal conduct directly to an outside agency for investigation.

10. **Standard Operating Procedures.** The Board shall authorize and enforce a standardized policy and procedures manual governing assigned Team operations and personnel. All assigned personnel shall follow the recommendations and guidelines of the manual as adopted.

10.1 Revisions and corrections. The Board may choose to update, revise and correct any portion of said policy and procedure manual upon recommendation, review, and approval of the full Board.

11 **Team Staff.** Each Member is encouraged to assign personnel to actively participate on the Team

11.1 Assigned personnel shall be experienced, full-time licensed peace officers in the State of Minnesota, assigned to serve on the Team.

11.2 Officers shall be at full-time duty status from the assigning Member, at full employment capacity and competent to carry out all duties and responsibilities of a licensed peace officer.

11.3 Assigned personnel will work in a cooperative, unified and collaborative effort.

11.4 Assigned personnel shall remain employees of the Member that has assigned them to the Team. Officers shall continue to receive salary and appropriate benefits from the assigning Member, not the Team.

11.5 Assigned personnel shall receive and complete all Peace Officer Standards and Training Board mandated training by the assigning Member.

12. **Commander.** The Team Commander shall be recommended by a Board Member; reviewed, approved and thereby appointed by the Board. The Commander will serve at the Board's pleasure and be subject to the full direction of the Board.

12.1 Duties and Responsibilities:

Update the Board as to the Team's activity.

Maintain, and report to the Chair and Board, a written quarterly financial report of all expenditures and receipts, and current fund balances.

Maintain, and report to the Chair and Board, a written quarterly summary accounting for all funds distributed, as requested.

Maintain, and report to the Chair and Board, a written quarterly summary of the activities and response of the team and its assigned Officers, as requested.

Maintain, supervise and complete any grant fund statistics and reporting requirements.

Receive, review and maintain reports regarding all Team operations, investigations and execution of search warrants initiated by the Team.

Work cooperatively with Member agencies and other agencies with venue over active investigations and subsequent prosecutions.

Conduct any other investigation, duty or assignment as deemed appropriate by the Chair and/or Board.

The Commander may exclude Assigned Officers from Team operations or further involvement, subject to review of the assigning Member, and review and approval by the Board.

13. **Equipment.** The Member assigning the Officer shall furnish a weapon and any other associated or required equipment. The Officer shall also complete all required firearm qualifications through the assigning Member.

13.1 The Member assigning the Officer shall furnish a vehicle. The Member shall pay any lease or rental payments, insurance, maintenance, and operating costs of the vehicle.

13.2 All property and equipment that has been acquired by the Team shall remain property of the Team and returned to the Team.

14. **Additional Members and Change in Membership.**

14.1 A governmental unit may join the Team and become a member upon approval by the Board of Directors and execution of a copy of this Agreement by its governing body.

14.2 The Board of Directors may involuntarily terminate a member if that member has failed to provide a minimum of one officer to staff the Team, or assets, or assigned dues.

14.3 In any case in which any other governmental unit joins the Team pursuant to paragraph 11.1, contributions by and reimbursement to such members shall be equitably determined and adjusted by the Board to reflect the participation by that member for less than one full year. The decision of the Board shall be final.

14.4 A member may, upon ninety (90) days' written notice to all other members, withdraw and cancel its participation in this Agreement.

15. **Counterparts.** This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned Governmental Units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minnesota Statutes, § 471.59.

WEST CENTRAL S.W.A.T. TEAM AGREEMENT

COUNTY OF SWIFT

The Swift County Board of Commissioners duly approved this Agreement on the _____ day of _____, 201__.

County of Swift

Approved as to form
and legality:

Swift County Attorney

By: _____
Its Board Chairman

And: _____
Its

ATTEST:

Michel J. Pogge-Weaver
Clerk of the Board

(signatures continued on the following page)



Request for Board Action

BOARD MEETING DATE:
April 15, 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 approval of the following revisions to County Policies: 201.110 – Travel, Meals, and Other Expenses 103 – County Organizational Chart 504 – Licenses, Fees, Service Charges, and Other Charges	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: The policy committee continues its work on reviewing and updating counties. On April 2nd the committee reviewed and recommended changes on policies covering travel, county organizational chart, and county fees. 201.110 – Travel, Meals, and Other Expenses There are two basic changes: First the County's policy on out-of-state travel is moved to this section and there is a proposed increase to meal reimbursement bases on what area counties reimburse. 103 – County Organizational Chart The changes recognizes the County Administrator position, creates an Administrative Services Unit, and add a list of committees that the County to the organizational chart. 504 – Licenses, Fees, Service Charges, and Other Charges Updates to meet legislative requirements and actual cost that departments are charging. Also seeks to standardize the some service such as coping charges.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	These are all revisions to current policies that are in place.

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Reviewed as part of the policy committee	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

Policy Statement

TITLE

Personnel Policies (Travel, Meals, and Other Expenses)

CODE

201.110

REFERENCE

PERSONNEL RESPONSIBLE

All County Employees

EFFECTIVE

01-01-05 (Updated 12-31-2013)

201.110 - Travel, Meals, and Other Expenses

(A) It is intended that this policy conform to Minnesota Statute 471.661 and IRS rules governing expenses incurred by employees and elected officials in the conduct of County business. Department Heads shall be responsible for reviewing expense records to assure accuracy. All requests for reimbursement must be on the proper form, include original receipts, and are to be approved by the applicable supervisor or department head.

(B) Expenses incurred in the course of an employee's official duties (i.e. meals, parking, lodging, mileage, registration fees, etc.) will be reimbursed by the County. Reimbursement will not be allowed for meals within Swift County unless approved by the applicable department head. When an employee chooses not to take advantage of meals, or other benefits, already paid for or included in registration fees, and therefore creates additional expenses, those expenses shall not be eligible for reimbursement.

(C) The conference/training topic and information obtained must be to the benefit of the County. Benefits to the County may include but are not limited to the improvements to the operation of the County and the respective department, communication with state and federal offices; cooperation or communication with other local government jurisdictions; meetings requiring the presence of an elected official; representation of the County on national, state, or inter-jurisdictional committees; and professional development.

(D) Employees are encouraged to use County pool vehicles whenever possible. When employees use their personal vehicles for County business, mileage will be reimbursed at the current IRS mileage rate.

(E) Location of Conference: When a conference or seminar is scheduled at several locations, the location in or nearest Swift County should be selected.

(F) The use of public transportation is encouraged and will be reimbursed for the actual cost.

(G) Meal reimbursement, for expenses incurred outside of Swift County, is allowed at the following maximum rates: Breakfast - \$10.00; Noon - \$12.00; and Evening meal - \$18.00. For county related travel exceeding 24 hours meals may be aggregated up to \$40.00 per day. Employees may purchase groceries in lieu of restaurant meals; reimbursement will follow the meal reimbursement schedule. Meal gratuity and alcoholic beverages are not reimbursable expenses.

Out of State Travel

(H) Scheduled out of state travel for conferences & training must first be presented to the department head and then to the county administrator for approval. Unexpected out of state travel must pertain to official county business and must be reported to the department head and then the county administrator as soon as practically possible. Border communities to the state of Minnesota will not be considered as out of state travel for these purposes.

(I) The cost of the conference, institute or training program, and related travel must be within the annual travel expense budget approved by the County Board. Exceptions may be made with the approval of the County Board. If included in the departmental budget, the County will pay up to \$3000 per employee, per event for applicable registration, lodging, and transportation costs.

(J) Use of Air Transportation: Any County elected official or employee traveling on County business and utilizing air transportation shall be reimbursed for travel expense by coach airfare rates when such accommodations are available.

Travel Expenses for Spouse, Other Members of Family or Non-County Employees

(K) If an employee's or elected official's spouse, family member, or any non-County employee accompanies a County employee on a business trip, any portion of the expenses attributable to the spouse, family member or non-County employee's travel, meals, lodging, etc. are not reimbursable under any circumstances. (If a spouse, family member or non-County employee accompanies an employee on a business trip, the reimbursable business expense for transportation and lodging is the single rate cost of accommodations for the employee.)

Driver's License/ Liability Insurance

(L) Elected officials or employees shall not drive vehicles on County business without a valid Minnesota Driver's License of the appropriate classification. Employees are required to have at least the minimum liability limits as set in effect on all vehicles used for County purposes or while performing County business. The County may at any time require proof of such insurance.

Policy Statement

TITLE

CODE

County Organizational Chart

106

REFERENCE

None.

PERSONNEL RESPONSIBLE

County Board

EFFECTIVE DATE

3-18-97 (update 06-03-03 and XX-XX-2014)

POLICY

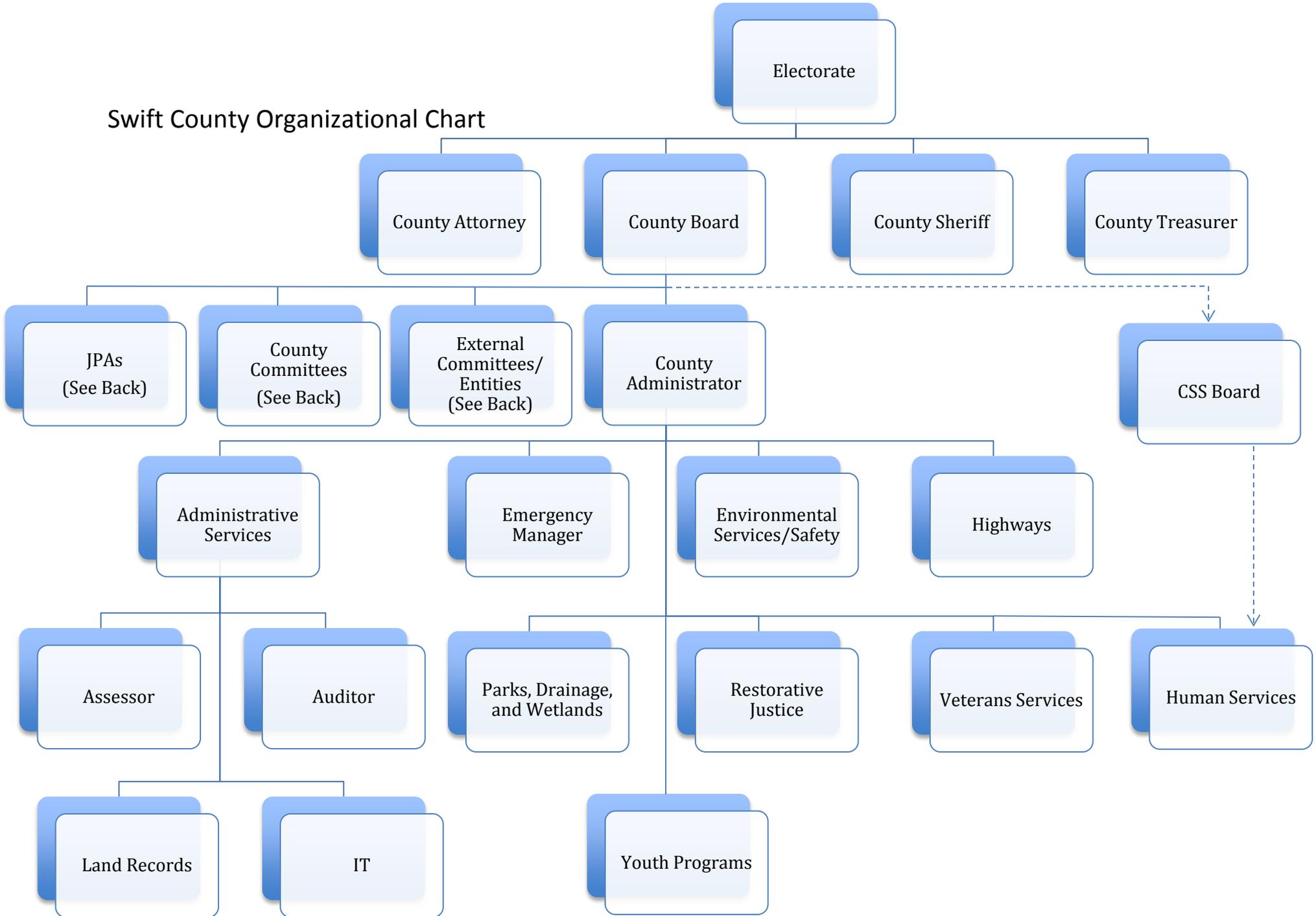
The attached County Organizational Chart has been adopted by the Board to simply reflect the various relationships between the County Board and:

1. the electorate;
2. other elected County offices;
3. Committees of the Board;
4. County Departmental units; and
5. Commissions and Board either established by the County Board or of which it is a member.

AUTHORED BY: Policy Committee
DATE: XX-XX-2014

APPROVED BY: County Board
DATE: XX-XX-2014

Swift County Organizational Chart



JPAs/County Committees/External Committees & Entities

JPAs

6W Corrections
C 6 Drug Task Force
Chippewa River Watershed
Countryside Public Health
Glacial Ridge Trail Scenic
Nurse Family Partnership
PIC - Private Industry Council
Pioneerland Library System
Pomme de Terre Watershed
Prairie Lakes Detention Bd
Prairie V CAC Board
Prairie Waters Tourism
Radio Board
RIDES Advisory Council
Southern Prairie Community Care
SW 18 Adult Mental Health
Waiver Alliance
Woodland Centers

External Committees & Entities

Extension Committee
Historical Society
Hospital Government Group
HRA Board
Joint Engineer Committee
Prairie Country RC & D Bd
RDA Loan Committee
RDA/GROW Boards
RDC Revolving Loan Fund
Region 6W FEMA Board
SW Cent. Safe Committee Coalition
SWCD
Swift County Benson Hospital
Swift County DAC Board
Swift County Law Library
Upper Mn Val Reg Dev Com
Water Planning Committee
West Minn Revolving Loan

County Committees

Appleton Park Board
Building Committee
Cemetery
Insurance Committee
Leadership Round Table
Personnel Committee
Planning Commission
Policy Committee
Restorative Justice
Safety Committee
SCEMO
Solid Waste Committee
Sheriff's Task Force
Swift Falls Park Board
Technology Committee
Well-Being Committee
Youth Programs Committee

Policy Statement

TITLE	CODE
Swift County License Fees, Service Charges, and Other Charges	504

REFERENCE

NA

PERSONNEL RESPONSIBLE

County Department Heads and Local Elected Officials

EFFECTIVE DATE

7-1-98 (Update 05-01-07, 04-XX-14)

POLICY

The attached document contains the Swift County License Fees, Service Charges and Other Charges statement.

AUTHORED BY: County Policy Committee
DATE: 04-02-14

APPROVED BY: County Board
DATE: XX-XX-XX

Swift County Fee Schedule

Department	Type Expense	What For	Amount
All Departments	Document Copies	B&W Copies (up to 11x17)	\$0.25 per page
		Color Copies (up to 11x17)	\$1.00 per page
		B&W Engineering copies (larger than 11x17 and up to 24x36)	\$3.00 per page
		Color Engineering copies (larger than 11x17 and up to 24x36)	Actual Cost plus 10% admin fee
		Other Copies	Actual Cost plus 10% admin fee
		Fax or email	\$1.50 for the 1st page, \$1.00 each additional page
		Cassette Tape Copies	\$3.00
		CD	\$5.00
		DVD	\$10.00
	Service Charge	Non-sufficient funds/Returned Check	\$30.00
		Mileage	IRS Standard Mileage Rate
Assessor	Service Charge	Detailed Computer and Information Listing	Actual Cost plus 10% admin fee
		Annual Assessment	\$11.00 per parcel
Auditor	License Fee	Auctioneer	\$20.00
		Liquor:	
		On Sale	\$1,000.00
		Off Sale	\$300.00
		Sundays	\$300.00
		Tobacco	\$135.00
		Transient Merchant	\$150.00
	Service Charge	Confession of Judgement	150.00 per parcel
		Computer list	\$.10 per page
		Ditch Maint. Admn. Fee	30% actual cost
		Ditch Outlet Admn Fee	\$150.00
		Plat Book	\$25 plus sales tax
		Tax Serches	\$2.00
		Township N/A/D Labels	\$.05 per parcel
Township N/A/D Labels	\$.02 per parcel		
	Tax Delinquency Publication	\$10.00 per parcel	

*Plus sales tax where applicable

Swift County Fee Schedule

Department	Type Expense	What For	Amount
Environmental Services	Service Charge	Disposal Charges Use	See Appendix 1
		Scale Use	\$3.00 per weigh
		Zoning - Agricultural Bldg & Residential Garages	\$50.00
		Zoning - Amendments to Ordinance	\$200.00
		Zoning - Annual Renewal off Gravel Pit/Operator's Permit	\$150.00
		Zoning - Commercial or Industrial Permits	\$150.00
		Zoning - Conditional Use Permits	\$350.00
		Zoning - Dwellings, Additions, Mobile Homes & Cabins	\$50.00
		Zoning - Rezoning District Boundaries	\$250.00
		Zoning - Sewage Permits	\$100.00
		Zoning - Variances	\$250.00
Extension	Service Charge	Publications	Variable
Highway	Service Charge	Approach Permit Fee (County-installed)	\$550.00 permit fee plus actual cost of pipe/bands/aprons
		Approach Permit Fee (Self-install)	\$100.00 (permit only; landowner responsible for all other materials costs)
		County Road Maps	No charge
		Culverts	At cost to Swift County Townships and landowners; no out-of-county sales
		Mail box post sets	At Cost
Human Services	Service Charge	Social Service Fees	See Appendix 2
		Non-Public Assistance Child Support	\$25.00
Parks and Drainage	Service Charge	Tile Supplies	At cost, if available
		Swift Falls Park Shelter	\$30.00 per day
		Swift Falls Park Camper Sites	\$20.00 per night
		Swift Falls Park Tent Sites	\$8.00 per night

*Plus sales tax where applicable

Swift County Fee Schedule

Department	Type Expense	What For	Amount
Land Records	Service Charge	UCC Services	\$20.00
		Abstract & Torrens All Documents	\$46.00
		Attested Copy	\$2.00
		Certified Copy	\$10.00
		Copies of UCC	\$1.00 per document
		Well Certificate	\$50.00
		Passport Application (Book)	\$110.00 passport fee; \$25.00 local fee
		Passport Application (Card)	\$30 passport fee; \$25.00 local fee
		Passport Application (Book & Card)	\$140.00 passport fee; \$25.00 local fee
Restorative Justice	Service Charge	Chemical Education	\$50.00

Swift County Fee Schedule

Department	Type Expense	What For	Amount
Sheriff	Service Charge	Boarding Fee for Out-Of-County Inmates	\$55.00 per day
		Booking Fee for Inmates Incarcerated	\$10.00
		Pay to stay	\$20.00 per day
		Work Release Fee	\$20.00 per day
		Work Release Sack Lunch	\$3.00
		Inmate Co-Pay for Medical Expenses	\$10.00
		Urinalysis testing	\$10.00 to \$70.00 (Depending on Type)
		Fingerprinting Applicants	\$10.00
		Permit to purchase	No charge
		Permit to carry	\$75.00 to \$100.00 (Depending on Type)
		Service of a Summons and Complaint	\$40.00
		Commission for Collection on Executions	6% on total
		Posting Notices of Sale	\$40.00
		Certificate of Sale	\$50.00
		Mortgage Foreclosure Sale	\$50.00
		Service of Process - Not Found	\$40.00
		Redemption of Property	\$100.00
		All other processes	\$40.00
		Mileage	\$0.50
		Deputy Labor for Property Inventory/Escorts/Events	\$75/hr with minimum of 3 hrs
		Labor for Records Staff in Supplying Documents	\$25/hr
		Explosives Permits	No charge
		Burning Permits	No charge
	License Fee	Dangerous Dog	\$100.00
	Other Fees	Portable Breath Test	\$3.00
		Electronic Home Monitoring	\$20.00 per day

*Plus sales tax where applicable

Swift County Fee Schedule

Department	Type Expense	What For	Amount
Treasurer	License Fee	Marriage License	\$115.00 (Reduced to \$40.00 if pre-marital counseling is received.)
	Service Charge	Birth Certificate	\$26.00 for first copy; \$19.00 for second copy
		Death Certificate	\$13.00 for first copy; \$6.00 for second copy
		Tax payments received without statement/stub	\$5.00
		Tax Searches	\$2.00 per parcel
		Tax Statement Copies	\$.25 per statement
Veteran's Service	Service Charge	Transportation to VA Medical Center	VA provided travel pay or if no travel pay then \$15.00



Request for Board Action

BOARD MEETING DATE:
April 15, 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 approval of contract for office equipment for the new Taxpayer Service Center	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: For the new Taxpayer Service Center, we have been working with two vendors to supply and install a public counter, four work spaces, and a work area within the current board room.	
Firm	Quote
Henricksen PSG	\$14,824.25
Coopers Technology Group	\$18,396.07
Staff is recommending that the Board approve a contract with Henricksen PSG.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: This will be paid for out of the furniture, fixtures budget as part of the overall courthouse budget.
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Review/Recommendation

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