

# Notice & Agenda

## Swift County Board of Commissioners

Tuesday, July 16, 2013

11:00 AM

Swift County Board Room – 301 14<sup>th</sup> St N, Benson, MN

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:00 a.m.		<b>Call to Order and Roll Call</b>
11:01 a.m.		<b>Approve Agenda</b>
11:03 a.m.		<b>Consent Agenda</b>
	1-4	(1) Minutes July 2, 2013
	5	(2) Minutes July 2, 2013 – Executive Session
	6-8	(3) Consider approving a 3-year contract with Interstate PowerSystems to maintain the generator located at the Law Enforcement Center (Sherriff)
	9-18	(4) Consider approving a contract with GEO Com for dispatch mapping (Sherriff)
11:04 a.m.		<b>Consider Approval of Commissioner warrants and review Auditor warrants reviewed</b>
11:05 a.m.		<b>Commissioner and Board reports</b>
11:20 a.m.		<b>County Administrator report</b>
11:25 a.m.		<b>Citizens Comments</b>
11:25 a.m.		<b>Update from Countryside Public Health – Miriam Lindblad</b>
11:45 a.m.		<b>County Engineer Andy Sander</b>
	19-20	Consider approval of a contract for CP 12 – 01 County Grading Project on County Road 73
	21-22	Public hearing on 5 year Highway Department CIP
		<b>Other Business</b>
	23-26	Consider taking action on a possible wheelage tax for transportation improvements in Swift County
12:00 Noon to 1:00 p.m.		<b>LUNCH BREAK</b>
1:00 p.m.	None	<b>Update from Cheryl Glaeser of the Southwest Initiative Foundation</b>
1:20 p.m.	None	<b>Introduction from Sharon Klumpp of Springsted on classification and compensation update</b>
1:40 p.m.	27-30	<b>Jennifer Frost, Swift County RDA</b> Consider approving a RLF loan for Susan and Tim Ritternour of R&R Outdoors
1:50 p.m.		<b>County Treasurer Ron Vadnais</b>
	31-33	Review second quarter 2013 financials
2:00 p.m.	Attachment	<b>Courthouse HVAC Review and Upgrade Plan Report from Larry D. Svitak, PE of EDI</b>
2:20 p.m.		<b>Adjournment</b>

# SWIFT COUNTY BOARD MINUTES

## July 2, 2013

Chairman Fox called the meeting to order at 9:00 AM with all members present as well as County Administrator Mike Pogge-Weaver, Payroll Officer/General Assistant Amanda Ness and one guest.

Chairman Fox asked if there were any additions to the Agenda. No one had additional items for the agenda.

**07-02-13-01** Commissioner Peterson moved and Commissioner Klemm seconded to approve the agenda as presented. Motion carried unanimously.

**07-02-13-02** Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the Consent Agenda which consisted of the regular Board Meeting minutes of June 18, 2013 and the minutes of the June 18, 2013 Board of Equalization. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Fox reported on Hospital Finance, Hospital Board, Chippewa River, and Pioneerland. Commissioner Klemm reported on Prairie Lakes Youth, Board of Appeals training, and the RDA Loan Committee. Commissioner Peterson reported on Public Health and the Law Library. Commissioner Rudningen also reported on the Board of Appeals training and the Regional Extension Advisory Board. Commissioner Hendrickx reported on the Minnesota Association of County Health Plans, Southern Prairie Community Care, and the Regional Development Corporation.

Administrator Pogge-Weaver reported on the countywide damages sustained from the windstorm that hit Swift County on June 22, 2013.

Emergency Manager Bill McGeary presented the board with a report that was sent to the Governor to seek assistance for the countywide damages that occurred from the storm and reported that the County should know in ten days to one week whether or not it will be on the Presidential Declaration List which could result in the County recouping 75% of the damages from FEMA. The County could also see 25% reimbursement from the State for expenses. Commissioner Fox inquired about getting reimbursed something from CodeRed as well and Emergency Manager McGeary stated that he would look into that. It was also pointed out that veterans affected could apply for a \$1000 grant to help with damages and should speak to Veterans Service Officer Dave Barrett, if interested.

Administrator Pogge-Weaver also reported on a meeting he had with executives at Pioneer Public Television and Commissioner Hendrickx. He discussed items for the July 16<sup>th</sup> meeting which will include a presentation by Liz Auch from Countryside Public Health, an update on the HVAC upgrade, and a presentation by Springsted. He also noted that the department budget forms were due back yesterday and he will be giving the highlights to the board at the July 16<sup>th</sup> meeting. He will also start meeting with department heads the 16<sup>th</sup> through the end of the month and will have a budget drafted for the board to look at during the first meeting in August.

Administrator Pogge-Weaver reported that he has estimated expenses of \$5000 to replace the slate tiles on the Courthouse roof, \$5000-10000 to fix the trusses damaged at the Courthouse, \$17,000 for damage done to the Salt Shed, \$80,000 for damages to other County buildings, and \$20,000 for cleanup resulting from the windstorm. He requested post-approval from the board for expenses already incurred on damages that needed immediate attention and approval to authorize up to \$20,000 without board approval going forward.

**07-02-13-03** Commissioner Peterson moved and Commissioner Klemm seconded to approve the past expenses incurred as well as authorizing Administrator Pogge-Weaver to approve expenses and contracts up to \$20,000 in the future related to the storm cleanup. Commissioner Hendrickx questioned if \$20,000 would be enough to allow Administrator Pogge-Weaver to authorize the expenses for the reinforcement of the Courthouse trusses. Administrator Pogge-Weaver reiterated that the estimate was \$5000-10000. Motion carried unanimously.

Environmental Services Director Scott Collins asked the board to approve Conditional Use Permit #4313 for 4K Farms, LLP and Central Specialties, Inc. for gravel extraction and processing including crushing, screening,

stockpiling, and temporary hot mix plant operation. Sue Viergge for the applicant was on hand to answer questions.

**07-02-13-04** Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve Conditional Use Permit #4313. Motion carried unanimously.

Director Collins updated the board on some items that may be coming to them in the near future including Pheasants Forever and Minnesota Waterfowl possibly needing an amendment due to the Attorney General not liking the language of the permit and also possible variances and conditional use permits due to storm damage to multiple turkey barns and some dairy operations.

County Engineer Andy Sander and Assistant Engineer Paul Petrick asked the board to consider awarding a contract, contingent on State approval, to Duinck Brothers, Inc. for federal bridge replacement and roadway reconstruction project SP 076-617-011 and SP 076-617-012 and to reject the bid from Robert Schroeder Construction due to a missing addendum.

**07-02-13-05** Commissioner Hendrickx moved and Commissioner Peterson seconded to reject the bid from Robert Schroeder Construction, Inc. for incompleteness. Motion carried unanimously.

**07-02-13-06** Commissioner Klemm moved and Commissioner Rudningen seconded to award the bid for SP 076-617-011 and SP 076-617-012 to Duinck Brothers, Inc., contingent upon approval from the State, for \$3,955,980.46. Motion carried unanimously.

Engineer Sander asked the board to consider approving the purchase of a sign truck and recommended the truck from Northstar Truck Sales.

**07-02-13-07** Commissioner Hendrickx moved and Commissioner Peterson seconded to approve the purchase of a sign truck from Northstar Truck Sales for \$45,465 including the equipment and trade in of Unit 24. Motion carried unanimously.

Engineer Sander recommended the board approve a bid for the annual countywide restriping to Traffic Marking Service, Inc.

**07-02-13-08** Commissioner Hendrickx moved and Commissioner Klemm seconded to award the annual restriping contract to Traffic Marking Service, Inc. for \$29,859.32. Motion carried unanimously.

Engineer Sander also asked the board to approve a bid from K&K Tiling for the annual countywide tiling.

**07-02-13-09** Commissioner Peterson moved and Commissioner Rudningen seconded to award the five mile tiling project to K&K Tiling for \$1.29 per foot without the 4 inch sock and \$1.49 per foot with the 4 inch sock. Motion carried unanimously.

Engineer Sander asked the board to approve advertising for bids for the 911 Signage. Funding for the signage was discussed as townships have expressed interest in reimbursing the County for a portion of the signage as the signs are a high priority of theirs. Administrator Pogge-Weaver recommended going back to the townships when the bids are received so they would know their portion of the cost and to reaffirm that they want the signs and are willing to pay their portion.

**07-02-13-10** Commissioner Peterson moved and Commissioner Hendrickx seconded to approve advertising for the 911 Signage. Motion carried unanimously.

Engineer Sander also brought up that he had been asked by residents if they could dump trees from the storm damage in the County pit used to dump trees from the Swift Falls Park. The Commissioners agreed that they would not want to open that up to public dumping.

Sheriff John Holtz asked the board to consider accepting a letter of resignation from Paula Wilson from her full-time communications and corrections officer (CCO) position and staying on as a part-time deputy.

**07-02-13-11** Commissioner Hendrickx moved and Commissioner Rudningen seconded to accept Paula Wilson's transfer from full-time CCO to part-time deputy. Motion carried unanimously.

Sheriff Holtz then asked the board to consider approving the offer of employment for a full-time CCO Supervisor to Tracy Koosman who has over 20 years of service in corrections with at least 12 of those as a supervisor.

**07-02-13-12** Commissioner Hendricks moved and Commissioner Rudningen seconded to approve the offer of employment as the CCO Supervisor for Tracy Koosman. Motion carried unanimously.

Sheriff Holtz asked the board to consider approving the transfer from part-time to full-time CCO for Jill Burdorf-Cook.

**07-02-13-13** Commissioner Peterson moved and Commissioner Klemm seconded to approve the transfer from part-time CCO to full-time CCO for Jill Burdorf-Cook. Motion carried unanimously.

Sheriff Holtz also asked the board to consider approving advertising for a part-time CCO to fill the part-time position that is now vacated.

**07-02-13-14** Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve advertising for a part-time CCO position.

Commissioner Rudningen congratulated and thanked Sheriff Holtz for his department's job during and after the storm to keep the public safe.

Administrator Pogge-Weaver briefed the board on the changes made to statutes in the 2013 Legislative Session related to transportation funding. First, the Wheelage Tax, previously only available to metro counties, was opened up to all 87 Minnesota counties to be able to collect \$10 per vehicle for 2014 increasing in 2018 to any amount up to \$20. This would generate about \$114,000 annually for Swift County which equates to about 6% of the Road and Bridge levy. Second, the Legislature authorized County Boards to authorize a Local Transportation Sales Tax up to .5% without a referendum as long as a capital plan has been put together. This would generate about \$324,000 annually for Swift County which equates to about 17% of the Road and Bridge levy. Administrator Pogge-Weaver asked the County Board to consider the following three questions regarding the optional taxes. First, would the County be interested in passing a wheelage and/or sales tax? The general consensus of the board was to maybe or likely pass the wheelage tax but not the sales tax. Second, would the County want to pool the funds with the four other counties in the 6W Region and take turns accessing the larger pot of funds or keep our funds separate and only use them for projects within our own county? The board members all agreed they would not want to pool the funds. Finally, would the County want to use these taxes as an additional funding source or look to lower the existing Road and Bridge levy? Again, the board agreed that it would prefer to see the funds used as additional funding. After more discussion, it was decided that the board members would like more input from their constituents before making a final decision and a letter would be drafted by Administrator Pogge-Weaver and put into the local papers informing the public about the optional taxes and encouraging them to contact their Commissioners with their thoughts about the taxes.

**07-02-13-15** Commissioner Peterson moved and Commissioner Rudningen seconded to recess the regular meeting and go into a closed session to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03). Motion carried.

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

The regular meeting reconvened at 11:19 AM.

**07-02-13-16** Commissioner Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried.

Meeting adjourned at 11:20 AM

WITNESSED:

\_\_\_\_\_  
Joe Fox, Chair

ATTEST:

\_\_\_\_\_  
Michel Pogge-Weaver, County Administrator

**SWIFT COUNTY BOARD MINUTES**  
**Record of Executive Session**  
**July 2, 2013**

Date convened: Tuesday, June 2, 2013

Time Convened: 10:36 AM

Time adjourned: 11:19 AM

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

Members Absent: None

Also Present: County Administrator Michel Pogge-Weaver

Purpose: To consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03)

Chairman Fox called the executive session to order at 10:36 AM with all members present as well as County Administrator Mike Pogge-Weaver. The Board reviewed the current contracts and discussed the upcoming labor negotiations.

The board took no actions at the meeting.

**07-02-13-1-ExS** Commissioner Klemm moved and Commissioner Peterson seconded to adjourn. Motion carried.

Executive Session adjourned at 11:19 AM

WITNESSED:

\_\_\_\_\_  
Joe Fox, Chair

ATTEST:

\_\_\_\_\_  
Michel Pogge-Weaver, County Administrator



# Request for Board Action

BOARD MEETING DATE:  
July 16, 2013

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Swift County Sheriff's Office	REQUESTOR: Sheriff John Holtz	REQUESTOR PHONE: 320-843-3133
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a 3-year contract with Interstate PowerSystems to maintain the generator located at the Law Enforcement Center	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Three year contract with Interstate PowerSystems who we have had for 6 years previously who services and inspects the Generator located at the Law Enforcement Center. I have been very pleased with their service. The annual contract price is \$754.00. In April of 2014 they will also replace the battery at a cost of \$190.00.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING: This will be paid for through 911 funds.
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will review contract before it is executed	RECOMMENDATIONS: Approval
COMMENTS: n/a	COMMENTS: None

### Board Action

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

# INTERSTATE PowerSystems

2501 American Blvd East • Minneapolis, MN 55425

Swift County Sheriff's Department  
301 14<sup>th</sup> Street North  
Benson MN 56215

Customer # 43045  
Generator Service Contract  
July 8, 2013

Attention: John Holtz

This letter is to confirm our three year service contract renewal pricing for performing annual inspections and scheduled battery replacements on your 1985 Kohler 30RZ282 emergency generator (s/n 156899).

"B" Inspection

Scope of work:

Our technician will travel to your site during scheduled service month (April) and perform generator inspections per attached checklist. Engine oil and oil filter will be changed. Oil and coolant samples will be taken for lab analysis. Old motor oil and filters will be taken back to Interstate's shop for recycling. Labor, oil, filters, lab test kits, travel mileage, and recycling charges are included. Contract price: \$754

Replace Battery

Scope of work:

Our technician will install new starting battery at time of April 2014 inspection. Labor, batteries, and recycling charges are included. Contract price: \$190

Terms:

Contract commences with April 2014 inspection. Prices are firm through April 30, 2016. Sales tax, if applicable, is additional. Prices quoted are per service event, and are based upon performing services during regular business hours (7:00 am to 4:00 pm, Monday through Friday, excluding holidays). Mechanic's inspection reports and lab results will be furnished via e-mail. Additional repairs, if any, will be approved by you, and billed separately. "General Terms & Conditions" (sample enclosed) apply. Please countersign where indicated below to affirm your acceptance. For three year price lock, Generator Service Contract must be accepted in writing within 30 days of proposal date.

Interstate PowerSystems \_\_\_\_\_



by Dan Welke – service manager

Acceptance Date \_\_\_\_\_

Customer Signature \_\_\_\_\_

Print name / title \_\_\_\_\_

e-mail address (for reports) \_\_\_\_\_

Attachments: Inspection Checklist and General Terms & Conditions

#### LOCATIONS

MINNEAPOLIS, MN • BLAINE, MN • VIRGINIA, MN • DAVENPORT, IA • ALTOONA, IA • BILLINGS, MT • MISSOULA, MT  
OMAHA, NE • BISMARCK, ND • FARGO, ND • WILLISTON, ND • SIOUX FALLS, SD • GRAND FORKS, ND • GILLETTE, WY

AN EQUAL OPPORTUNITY EMPLOYER/CONTRACTOR

## GENERAL TERMS & CONDITIONS

1. Formation of Contract
    - 1.1 These terms and conditions constitute a complete statement of the agreement between the Buyer and Intersale Companies, Inc. (Seller) or its subsidiaries or operating divisions, which shall not be supplemented or amended except as set forth on the face of this invoice or by separate written agreement signed by both parties. Provisions set forth on the face hereof shall govern, where inconsistent with these terms and conditions.
    - 1.2 Terms and conditions of the buyer additional to or varying from those of this invoice shall not be binding on the Seller unless specifically agreed to in writing by the Seller. The Seller's acceptance or acknowledgment of the Buyer's purchase orders or shipping instructions shall not constitute such written agreement. If this invoice shall be deemed an acceptance of a prior offer by the Buyer, such acceptance is expressly conditional on the Buyer's assent to any additional or different terms contained herein.
  2. Acceptance
    - 2.1 No offers, arrangements or orders shall be binding on the Seller unless and until confirmed by the Seller in writing.
    - 2.2 Acceptance by the Buyer of delivery of all or any part of the products sold hereunder shall be an acknowledgment and acceptance by the Buyer of these Terms and Conditions, whether or not the Buyer shall have first received this Invoice.
  3. Price and Payment
    - 3.1 The price shall be as specified on the face of this Invoice.
    - 3.2 Prices, quotations, specifications and other terms and all statements appearing in the Seller's sales literature and otherwise made by the Seller are subject to change without notice. The Seller is not responsible for typographical errors made in any of its publications or stenographic or clerical errors made in preparation of quotations. All such errors are subject to correction. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable.
    - 3.3 Payment of the selling price and additional costs are due in accordance with the terms set forth on the face of this Invoice. All payments hereunder shall be made to Seller at 2601 East 80<sup>th</sup> Street, Minneapolis, MN 55425. Complaints or claims by the Buyer shall not impair the Seller's right to payment as provided hereunder and any adjustments to be made as a result of such complaints shall be made subsequent to such payment.
    - 3.4 If the credit of the Buyer shall at any time, in the sole judgment of the Seller, become impaired, the Seller may at its option, and without incurring any liability therefor, divert or prevent the discharge of shipments en route to the Buyer and cancel the unfulfilled portion of the contract, or require the Buyer to give such security as the Seller may specify to ensure payment or require payment in advance before making any further shipment. All costs and expenses incurred by the Seller as a result of its exercise of any right or option under this paragraph shall be for the account of the Buyer.
    - 3.5 Prompt payment is of the essence of this contract and a default in any payment will, at the option of the Seller, operate as a breach of the entire contract. Past due payments shall bear interest computed monthly at a rate of 1 1/2 percent per month on the outstanding balance, or such lower rate as shall be the highest allowable under applicable law.
    - 3.6 The Buyer shall be in default hereunder if any one or more of the following events occurs: (a) the Buyer shall default in fulfilling any of its obligations to Seller; (b) a receiver, liquidator or trustee of the Buyer, or of any of its property, is appointed by court order; (c) the Buyer is adjudicated bankrupt or insolvent; (d) any property of the Buyer is sequestered by court order; (e) a petition is filed by or against the Buyer under any bankruptcy, reorganization, arrangement, insolvency, moratorium, readjustment of debt, dissolution or liquidation law of any jurisdiction; (f) the Buyer becomes insolvent, makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee or liquidator of the Buyer or of all or any substantial part of its property in the event of such default, all unpaid payments shall, at the Seller's option, become immediately due and payable and the Seller shall have the right to consider its contract with the Buyer cancelled and to recover damages, and shall further have all rights and remedies, including those of a secured party, provided by applicable law. For purposes of this paragraph "Buyer" shall include any corporation controlling, controlled by, or under the common control with Buyer.
    - 3.7 All costs incurred by the Seller as a result of non-payment or delay in payment by the Buyer, including, without limitation collection costs and reasonable attorney's fees, shall be paid by Buyer.
  4. DISCLAIMER OF WARRANTY

**THE SELLER WARRANTS THAT THE PRODUCTS CONFORM TO THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF OR AS THE MANUFACTURER MAY PROVIDE. THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE OR ON THE FACE HEREOF.**
  5. Remedies
    - 5.1 Seller shall not be liable for any claim arising in connection with the products sold to the Buyer hereunder unless written notice is given by the Buyer to the Seller as provided in paragraph 5.2 below.
    - 5.2 Written notice of any objection, complaint or claim concerning the product must be given:
      - (a) with respect to claims of damage to the products which occurred in transit, within thirty (30) days after the date on which risk of loss with respect to the products passes to the Buyer;
      - (b) with respect to claims of non-conformity to specifications, within ninety (90) days following the date on which risk of loss with respect to the products passes to the Buyer, provided however, that no claim of non-conformity will be honored if the Buyer has previously notified the Seller of its acceptance of the product following inspection thereof;
    - 5.3 Failure to give such notice in the manner and within the time provided herein shall be deemed a waiver by the Buyer of all claims with respect to such products.
    - 5.4 Buyer of all claims with respect to such products.
- that such products have not been abused by the Buyer or used in conditions for which the products were not intended. The aforesaid right of replacement or reimbursement shall be the Buyer's sole and exclusive remedy in the event of non-conformity or defect in the products. The Seller shall not be liable for the incidental or consequential damages to the Buyer as a result of the Seller's breach of Contract. In no event shall the Seller's liability exceed the Seller's Invoice value to the Buyer of the products sold regardless of the nature of the claim of the Buyer.
6. Passage of Title - Security Interest
  - 6.1 Seller shall retain title to ownership of, and security interest in the products until the contract purchase price set forth on the face hereof shall have been paid in full and all covenants and agreements of Buyer herein shall have been performed. Seller shall have all common law and statutory lien rights available in the state where goods or services are provided and Buyer hereby agrees that if Buyer takes possession of the related equipment without making payment to Seller and thereafter Seller regains lawful possession of the equipment that was once subject to lien claims, while there remains a balance due Seller, all such lien rights shall be reinstated as if Seller had always maintained lawful possession of all such equipment.
  - 6.2 At the request of Seller, Buyer shall execute and deliver to Seller all such financing statement and other instruments and documents as may be requested by Seller to evidence and to perfect its security interest in the products. Expenses of filing financing statements or other security documents with the appropriate state and local governmental authorities shall be for the account of the Buyer.
7. Force Majeure
  - 7.1 If because of force majeure the Seller is unable to carry out any of its obligations under this agreement and if the Seller promptly notifies the Buyer in writing expressly claiming such force majeure, then the provisions of paragraph 7.2 shall apply. The term "force majeure" as used herein shall mean any causes reasonably beyond the control and without fault or negligence of the Seller which wholly or in substantial part prevent the manufacture, transportation, loading, unloading, delivery or storage of the products sold hereunder. Examples, without limitation, of force majeure are acts of God, acts of the public enemy, acts of war, riot or civil commotion, labor disputes, labor or material shortages, accidents, fire, explosions, floods, breakdowns or damage of plants, equipment or facilities, partial or complete embargoes imposed by originating or connecting inland carriers, interruptions to or contingencies of transportation, orders or acts of any governmental authority, acts, rules, regulations or expressed policies of any government.
  - 7.2 If force majeure notice is given under paragraph 7.1 above, the obligations of the Seller shall be suspended to the extent made necessary for such force majeure and during its continuance, if the obligations of the Seller remain suspended hereunder for a period amounting to forty-five (45) consecutive days measured from the dates of performance and at any time thereafter, then either party may terminate the agreement without liability by giving fifteen (15) days notice to the other party. At the expiration of said fifteen (15) days, unless such condition shall have been ended, the party giving such notice may terminate this agreement forthwith.
8. LIABILITY FOR DAMAGES
  - 8.1 THE SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO THE BUYER, OR BY THE BUYER'S OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS, AFTER THE PRODUCTS HAVE BEEN IDENTIFIED TO THE CONTRACT.
  - 8.2 THE SELLER'S OBLIGATIONS HEREUNDER ARE EXPRESSLY SUBJECT TO THE OCCURRENCE OF EVENTS OF FORCE MAJEURE, AND NO LIABILITY SHALL BE INCURRED BY SELLER FOR DAMAGES OF ANY NATURE RESULTING FROM SUSPENSION, REDUCTION OR TERMINATION OF DELIVERIES FOR REASONS OF FORCE MAJEURE, OR FROM SELLER'S COMPLIANCE WITH ANY GOVERNMENT ACTION.
  - 8.3 THE BUYER SHALL HOLD THE SELLER HARMLESS FROM ALL CLAIMS OR ACTIONS BROUGHT BY THIRD PARTIES WITH RESPECT TO ANY DAMAGES DESCRIBED IN THIS ARTICLE 8.
9. Waiver - Severability of Terms
  - 9.1 Waiver by the Seller of any default of the Buyer shall not be deemed a waiver of any other default of the Buyer. The express provision herein for certain rights and remedies of the Seller shall not be construed to deprive the Seller of any other rights and remedies to which it would otherwise be entitled under applicable law.
  - 9.2 The invalidity of any provision of these Terms and Conditions shall not affect the remaining provisions hereof.
10. Governing Law - Notice
  - 10.1 This Invoice shall be interpreted in accordance with the internal laws of the State of Minnesota (without giving effect to its conflicts of laws rules) including, without limitation, the Uniform Commercial Code as enacted and in force from time to time in the State of Minnesota and no presumption shall be deemed to exist in favor or against either party as a result of the preparation and/or negotiation of this Invoice.
  - 10.2 This Invoice and all the terms and conditions hereof shall be binding upon the Parties and their respective successors and assigns; however, the Buyer shall not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Seller.
  - 10.3 The parties hereto submit to the jurisdiction of the courts of the State of Minnesota, and the Federal Courts of the United States located in Minnesota. To the extent that the Buyer or any of its property has or may hereafter acquire any right of sovereign immunity from suit, the Buyer hereby irrevocably waives any such right of sovereign immunity in respect of its obligations, rights and duties under this agreement.
  - 10.4 Notices or other communications shall be given by telex or telegram, or by registered or certified mail, return receipt requested. Telex or telegram notice shall be deemed received twelve hours after transmission. Mail notices shall be deemed received on the fifth day after mailing (or on the next business day if the fifth day is not a business day). Where both methods of notice are used, the earlier shall establish the effective date of notice. Notice shall be given to the address of a party as stated on the face hereof until appropriate notice otherwise.



# Request for Board Action

BOARD MEETING DATE:  
July 16, 2013

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Swift County Sheriff's Office	REQUESTOR: Sheriff John Holtz	REQUESTOR PHONE: 320-843-3133
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a contract with GEO Com for dispatch mapping	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Renewal of one year dispatch mapping contract with GEO Com in the amount of \$5,750.00. We have had this contract for many years. This contract did not go up in price and is a yearly contract.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

### Budget Information

FUNDING: This is paid from 911 funds
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will review the contract before it is executed	RECOMMENDATIONS: Approval
COMMENTS: n/a	COMMENTS: None

### Board Action

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

# **Dispatch Mapping Support Project Agreement**

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This 'Dispatch Mapping Support Project Agreement' ("the Agreement") is made by and between **Swift County** ("Customer"), organized under the laws of the State of Minnesota and **Geo-Comm, Inc.** ("GeoComm") a Minnesota corporation with its principal offices at 601 West Saint Germain Street, Saint Cloud, MN, 56301.

In this agreement the party who is contracting to receive the professional services shall be referred to as "the Customer," and the party who will be providing the services shall be referred to as "GeoComm."

GeoComm has an established background in communications engineering, geographic information systems development, cartography, software development and professional project management and is willing to provide those services to the Customer based on this background. The Customer desires to have services provided by GeoComm.

Therefore, the parties agree as follows:

## **Section 1 - Description of Service and Limitations of Exhibits**

Beginning upon contract signing, GeoComm will provide the goods and services (collectively the Services) described in Exhibit A and attached and incorporated herein by reference, and shall be referred to as "the Exhibits." The Services are further explained in the Exhibits and include without limitation, explanation concerning the following:

- GIS Data Maintenance Services
- Software Support Services

## **Section 2 - Payment**

The Customer shall pay a fee to GeoComm of **\$5,750.00** for services as described in the Exhibits provided under this agreement by GeoComm. The Customer agrees to pay GeoComm in full within forty-five (45) days of contract signing. Services under this agreement will be provided from **August 1, 2013 through July 31, 2014.**

## **Section 3 - Term/Termination**

Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement for violation of the material terms of this Agreement and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination for just cause by the Customer, GeoComm shall refund all amounts received to that point. In the event of termination for just cause by GeoComm, the Customer shall forfeit any funds paid and return any software and hardware received.

## **Section 4 - Relationship of Parties**

The parties understand that GeoComm is an independent contractor and not an employee of the Customer.

## **Section 5 - Disclosure**

GeoComm is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests

of the Customer. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that GeoComm may be involved with, on behalf of the Customer.

### **Section 6 - Employees**

GeoComm's employees and agents, if any, who perform services for the Customer under this Agreement shall also be bound by the provisions of this agreement.

### **Section 7 - Injuries**

GeoComm acknowledges its obligation to obtain appropriate insurance coverage for the benefit of GeoComm and its employees. GeoComm waives any rights to recover damages from the Customer for any injuries that GeoComm and/or its employees may sustain while performing services under this agreement and that are a result of the negligence of GeoComm or its employees or agents.

### **Section 8 - Indemnification**

GeoComm agrees to indemnify and hold the Customer harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Customer that result from the acts or omissions of GeoComm and/or its employees or agents.

### **Section 9 - Insurance**

GeoComm shall obtain comprehensive general liability and workers compensation insurance for both personal injury and property damage with limits no less than those required under Customer State law. All policies shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the Customer. Minimum limits for GeoComm liability insurance shall be in the amount of \$1,000,000.00 for any number of claims arising out of a single occurrence under a single limit or combined limit or excess umbrella general liability insurance policy. GeoComm shall additionally obtain Worker's Compensation Insurance extending coverage to all its employees.

### **Section 10 - Data Confidentiality**

GeoComm agrees to review, examine, inspect or obtain Customer data only for the purposes described in this agreement, and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of five (5) years following disclosure and shall survive early termination of this Agreement. All data, whether digital or hard-copy, provided to GeoComm by the Customer shall remain the legal property of the Customer, and shall not be distributed, sold or utilized by GeoComm for any purposes other than those defined in this contract, without the express permission of the Customer.

### **Section 11 - Nondiscrimination**

During the performance of this Agreement, GeoComm agrees that no person shall, on the grounds of any status protected by law, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

## **Section 12 - Assignment**

GeoComm's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Customer, which consent shall not be unreasonably withheld.

## **Section 13 - Notices**

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

### **Swift County**

John Holtz, Sheriff  
Swift County Sheriff's Office  
301 14<sup>th</sup> Street North, Benson, MN 56215  
Phone (320) 843-3133 Fax (320) 843-2299 E-mail [john.holtz@co.swift.mn.us](mailto:john.holtz@co.swift.mn.us)

### **GeoComm**

Jessica Koenig, Assistant GIS Manager  
601 West St. Germain Street, St. Cloud, MN 56301  
Phone (320) 240-0040 Fax (320) 240-2389 E-mail [jkoenig@geo-comm.com](mailto:jkoenig@geo-comm.com)

## **Section 14 - Entire Agreement**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

## **Section 15 - Amendment**

This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

## **Section 16 - Ownership**

It is agreed by and between the parties that all products created as a result of this contract will be the sole property of the Customer. With the exception of GeoComm's proprietary software products, all products created and delivered under this agreement may be used, altered and distributed at the Customer's discretion.

## **Section 17 - Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## **Section 18 - Laws to Be Observed**

GeoComm shall keep fully informed of all Federal and state laws; all regulations pertaining to the Occupational and Safety Hazards Act (OSHA); all local laws, ordinances and regulations; and all

orders and decrees of bodies and tribunals having any jurisdiction or authority, which in any manner affect the conduct of work.

**Section 19 - Applicable Law**

If there is any dispute concerning this agreement, the laws of the state of Minnesota shall apply. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the courts of the state of Minnesota.

**For Swift County**

By: \_\_\_\_\_  
Signature/Title

Date: \_\_\_\_\_

**For Geo-Comm, Inc.**

By: Janet Grones  
Janet Grones/Treasurer

Date: 6-11-13

GeoComm will provide the following support services to Swift County from August 1, 2013 through July 31, 2014.

**Software Support Services**

GeoComm recognizes the critical nature of the Telecommunication role and has skilled personnel available 24x7 to provide technical or user assistance. Support services shall be provided in an advisory capacity via telephone, fax, or e-mail for the software products listed below.

Regular Support Services provided under this Agreement covers calls concerning the Software that are made during regular business hours, which are 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday, holidays excluded.

Emergency Support Services will be provided outside the regular business hours noted above. Emergency calls are those needing immediate attention that cannot be addressed during regular business hours. GeoComm defines these calls as:

- a) System alarms where Software does not process calls, or;
- b) System locks up repeatedly without ability to recover.

If the Customer calls the hotline outside regular business hours with non-emergency matters that could be addressed during regular business hours, the Customer agrees to pay for such calls at the rate of \$95 per hour (minimum 1 hour), which fees shall be payable in addition to the annual fee described in the Support Fees section of this Agreement.

**Software Maintenance**

GeoComm shall distribute to the customer at no charge any software updates GeoComm develops during the term of this Agreement. The Customer is obligated to install these updates as quickly as possible upon receiving them from GeoComm.

The following software licenses are included in this agreement:

<b>Software Description</b>	<b># of Licenses</b>	<b>Total</b>
GeoLynx 9-1-1 Dispatch Mapping Software	2 licenses	\$2,750.00

**Remote Connection Services**

This Agreement shall also include remote connection to the Software for troubleshooting and map updates by GeoComm Technical Support Analysts.

The standard and preferred method for connection is GoToAssist over the internet. GoToAssist sessions are protected by end-to-end, government-approved, 128-bit Advanced Encryption Standard (AES) encryption, as well as SSL encryption of point-to-point connections.

Additional GeoComm remote connection capabilities include:

- PCAnywhere
- Remote Desktop
- Microsoft VPN
- Cisco VPN

GeoComm's response time commitment is depicted in the following table:

<b>Priority</b>	<b>Description</b>	<b>Response Time</b>
Critical Impact – Service Not Available	Service is unavailable or halted Data is unavailable or nonfunctional Service productivity or functionality is severely compromised There is a complete loss of service for all End Users and there is no ability to avoid or reduce the incident via a workaround	Less than two clock hours 24 x 7
Major Impact – Severely Impaired	Service performance/functionality for all End users is seriously impaired or degraded Data accuracy is seriously impaired There is no ability to avoid or reduce the effect of the incident via a workaround	Less than four clock hours 24 x 7
Minor Impact – Minimal Degraded Performance or Functionality; Single User Issues	Service has encountered a non-critical issue with minimal loss of performance/functionality Data accuracy is minimally degraded May be identified as a functional defect Complete stoppage of a single End User A partial loss of service for a End User and there is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than 16 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
Low Impact – Single User Application Issue	Service is unavailable or degraded (not a complete work stoppage) for a Single End User There is a way to reduce the effect or completely avoid the impact of the incident via a workaround at a reasonable cost	Less than 24 business hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time
No Impact	Password resets Requests for access rights File restores Issues of similar importance	Less than 48 business Hours Monday through Friday 8 a.m. to 5 p.m. Central Standard Time

### Software Support Exclusions

This Agreement does not include:

- a) Calls for service related to hardware problems
- b) Customized programming
- c) Issues related to other vendors
- d) Re-installation of software due to Customer upgrade of hardware or relocation of facilities
- e) GeoComm shall have no responsibility for the provision of, or payment for, on-site services provided to the Customer by a third party, unless such is specifically agreed to in advance by GeoComm and the Customer.

GeoComm's Software Support obligations hereunder shall not extend to, and expressly exclude, any malfunction, damage, or other matter arising out of or resulting from:

- a) The operation, malfunction, or interfacing with any system, equipment, or network provided or installed by any entity other than GeoComm
- b) Misuse or abuse of the software and systems by operators thereof or by any other third parties not under the control or employ of GeoComm
- c) Consumable supplies
- d) Acts of God, including, without limitation; lightning strikes and severe weather
- e) The reinstallation, tampering, or other modifications of the Software and systems installed by GeoComm by operators of or by any other third parties not under the control or employ of GeoComm

## **GIS Data Maintenance Services**

For the GeoLynx software to operate with the critical accuracy required in public safety dispatching, it is imperative that the GIS data that resides in the software is kept current.

GeoComm will provide the following GIS data maintenance services to Swift County:

- Digital Map Updates (wireline)
- Digital Map Updates (wireless)

### **Digital Map Updates (wireline)**

GeoComm believes that proactively eliminating errors in the map data is a crucial step in map data maintenance to enhance wireline 9-1-1 call plotting accuracy. Therefore, GeoComm will actively research possible call plotting issues as they relate to the GIS map data. GeoComm will periodically compare the Swift County Master Street Address Guide (MSAG) to the map data and review provided error reports to determine possible wireline call plotting issues. Map data issues determined by either review will be discussed with Swift County to ensure proper updates are made. A list of fallout along with the synchronization percentage will be provided to Swift County via e-mail after each review.

In addition, GeoComm will use provided hard copy or digital resources to update the map data layers for plotting wireline 9-1-1 calls.

As needed, GeoComm will:

- Update the road centerline layer in unincorporated and incorporated Swift County with additions, deletions, and corrections
- Update the Emergency Service Zones (ESZ) layer, as well as associated law, fire, and medical boundary layers within Swift County's response areas when updates are requested
- Update the community boundary layer within Swift County when there are annexations
- Update the water features layers with any additions, deletions, and/or corrections
- Update existing additional layer(s) (if available) including:
  - Railroads
  - Points of interest
  - Areas of interest
  - Section lines

In addition, GeoComm will provide Customer with up to two maps, no larger than 36" x 36" quarterly.

- Map one will display community boundaries, roads, road labels, water features, and water labels.
- Map two will display all map one elements plus ESZ boundaries.

These hard copy maps can be valuable tools in identifying changes to roads and boundaries within your community that would necessitate updates to the GIS map data layers maintained by GeoComm. In addition, these maps can be used as reference or for display purposes.

**Note:** Up to four comparisons of the GIS map data and MSAG will be completed in one calendar year.

## Digital Map Updates (wireless)

GeoComm will update the cellular coverage layer and cellular tower based on hard copy or digital resources provided by Swift County or requested from the State of Minnesota Emergency Communications Networks Division for plotting wireless 9-1-1 calls. As needed, GeoComm will:

- Add new sector or omni coverages
- Attribute new sector or omni coverages with unique ID, sector ID, sector number, wireless company name, and radius
- Update sector or omni coverage attributes with current wireless information
- Change omni coverages to sectors
- Change sector orientation of cellular coverages
- Change sector or omni coverage radius
- Add new tower locations

The following essential resources must be provided by Swift County when updates to the cell\_l layer are requested to ensure a complete and accurate cell\_l layer:

- Coverage maps from each wireless provider
- Call logs from the GeoLynx dispatch mapping software (location of these files is typically C:\Program Files\GeoComm\GeoLynx\log)
- Wireless routing sheets from each wireless provider

Wireless routing sheets obtained by Swift County from the wireless providers must include:

- Latitude/Longitude coordinates of the tower
- Coverage Type: Omni or Sectorized. If the tower is sectorized provide:
  - Azimuth/Orientation
  - Sector Bandwidth
- Unique ID
- Sector ID
- Sector Number
- Wireless Company Name
- Radius

In addition, GeoComm will also complete in depth quality assurance/quality control (QA/QC) procedures to ensure the accurate plotting of wireless Phase I 9-1-1 calls to the appropriate cellular sectors or omni coverages. Included in the QA/QC procedures, GeoComm will obtain the call logs and review wireless Phase I call information for unique ID accuracy in the wireless layers. This will take place periodically throughout the maintenance contract, dependent on the amount of wireless Phase I calls.

**Total cost for GIS data maintenance services: \$3,000.00**

## **GeoComm Data Distribution Policies**

- *All data distributed from GeoComm will **only be sent to our primary customer contact.***
  - *CD or emailed zip file*
  - *Primary contact does not include other jurisdiction departments, i.e. assessors, engineering, school board, etc.*
- *For third party requests there is a fee for services. See Client Services Managers*
- *Any data that is requested by a third party must be pre-paid.*
  - *This data will only be sent to the primary customer to distribute*
- *Any data sent will include correspondence (letter) explaining:*
  - *What data is included*
  - *Who requested*
  - *When it was requested*
  - *Waiver of responsibility of use.*
- *Data distribution must be approved at the GeoComm management level*
- *Web Portal data*
  - *Data that is place on customer web portals is available for download to all that have access to the site.*
  - *User names and passwords are created by the GeoComm IT staff. The primary customer contact is responsible for providing GeoComm with a list of personnel that should be granted access.*
    - *Must include full name, title, email address.*



# Request for Board Action

BOARD MEETING DATE:  
July 16, 2013

## 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: Approval of the CP 12 – 01 County Grading Project on County Road 73	
AGENDA YOU ARE REQUESTING TIME ON: 11:45 a.m.	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Planned County Grading Project	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? See above	

### Budget Information

FUNDING: County
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will review the contract before execution	RECOMMENDATIONS: Approval
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: C.P. 012 - 001**

July 10, 2013

Construct: Roadway Reconstruct CR 73 from CSAH 10 to CSAH 14.

<b>CONTRACTOR</b>	<b>BID</b>
<b>Koehl Excavating</b>	<b>\$358,439.27</b>
<b>Minnerath Const. Inc.</b>	<b>\$403,187.15</b>
<b>Duininck Inc.</b>	<b>\$467,526.57</b>

**ENGINEER'S ESTIMATE      \$345,832.50**



# Request for Board Action

BOARD MEETING DATE:  
July 16, 2013

## 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: Approval of the 2013 to 2017 five year Construction Plan.	
AGENDA YOU ARE REQUESTING TIME ON: 11:45 a.m.	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Swift County Five Year Highway Construction Plan	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? See above	

### Budget Information

FUNDING: Various
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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

### Board Action

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





# Request for Board Action

BOARD MEETING DATE:  
July 16, 2013

## 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: Discuss new optional wheelage tax for transportation purposes	
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: During the 2013 legislative session; the Minnesota Legislature expanded the optional wheelage tax from just metro counties to all counties in the state with funds dedicated to transportation funding within the County. For Swift County, the wheelage tax would raise \$114,000 annually.  At the last meeting the Board discussed the proposed wheelage tax and directed staff to write an editorial letter on behalf of the Board for the local newspaper to educate the public on the issue and solicit feedback. If the Board would choose to implement the wheelage tax they would need to take action at the July 16, 2013 meeting for it to be implemented starting on January 1, 2014. Attached is a memo from Andy Sander on possible used of the revenue from the wheelage tax and a resolution for the board's consideration.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Reviewed the topic at the July 2, 2013 meeting.

### Budget Information

FUNDING: This new tax option can be used to support transportation infrastructure costs in Swift County.
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Under review	RECOMMENDATIONS: Review and take an action
COMMENTS: None	COMMENTS: None

### Board Action

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



## SWIFT COUNTY HIGHWAY DEPARTMENT

1635 Hoban Ave.  
Benson, MN 56215  
P.O. Box 241

Andy Sander, Engineer  
[andy.sander@co.swift.mn.us](mailto:andy.sander@co.swift.mn.us)

Paul Petrick, Asst. Eng  
[Paul.Petrick@co.swift.mn.us](mailto:Paul.Petrick@co.swift.mn.us)

Lori Rooney, Accountant-  
[lori.rooney@co.swift.mn.us](mailto:lori.rooney@co.swift.mn.us)

Jim Marquart, General  
Foreman  
[jim.marquart@co.swift.mn.us](mailto:jim.marquart@co.swift.mn.us)

July 11, 2013

Memo: Wheelage Tax

The Wheelage Tax is a \$10.00 per vehicle license tab fee that is returned to the county and would go into the Road and Bridge fund to be used on the county highways.

The Funds that are collected can be used in the following manner and this is in no way a complete list.

- 1) 911 Signage replacement county roads.
- 2) County grading projects such as County Road 75 and 73.
- 3) County Bridge replacement project on County Road 54.
- 4) County State Aid projects
  - a. Seal Coating on CSAH 22, CSAH 26, CSAH 35, CSAH 9, CSAH 1
  - b. Mill and Overlays on CSAH 20, CSAH 6
  - c. Overlay projects CSAH 20

There are other areas where they can be used these projects are ones that are clearly identifiable and are included in the five year construction plan.

**BOARD OF COMMISSIONERS  
SWIFT COUNTY, MINNESOTA**

**RESOLUTION AUTHORIZING A WHEELAGE TAX**

**WHEREAS**, Swift County's transportation infrastructure forms the backbone of the county's economy and has a direct impact on future economic development; and

**WHEREAS**, funding for highway and bridge systems in Minnesota has remained stagnant and is failing to keep pace with growing population and growing demands including increased freight shipments; and

**WHEREAS**, local governments throughout the state are challenged with maintaining local transportation systems while state funding has not kept up with the needs on the State Aid system; and

**WHEREAS**, the Minnesota State Legislature's 2013 Transportation Appropriation Bill (Chapter 117, Article 3, Section 4) included expansion of authority for all 87 Minnesota counties to impose a wheelage tax at a \$10.00 per vehicle rate to provide additional revenue for highways and bridges; and

**WHEREAS**, Minn. Stat. 163.051 further provides that the board may provide by resolution for collection of the wheelage tax by county officials or it may request that the tax be collected by the state registrar of motor vehicles, and the state registrar of motor vehicles shall collect such tax on behalf of the county if requested; and

**WHEREAS**, Minn. Stat. 163.051, Subd. 2, provides, in part, that the wheelage tax levied by any county, if made collectible by the state registrar of motor vehicles, shall be certified by the county auditor to the registrar not later than August 1 in the year before the calendar year or years for which the tax is levied, and the registrar shall collect such tax with the motor vehicle taxes on the affected vehicles for such year or years; and

**WHEREAS**, Minn. Stat. 163.051, Subd. 4, provides that the treasurer of each county receiving proceeds from the wheelage tax is to deposit such proceeds in the county road and bridge fund, which moneys shall be used for purposes authorized by law which are highway purposes within the meaning of the Minnesota Constitution, Article 14; and

**WHEREAS**, The Swift County Board desires to implement such a wheelage tax and have the state registrar of motor vehicles collect the tax to help improve the quality of the county road system, prolong the useful life of county roads and provide a smoother driving surface and a safer highway system.

**NOW, THEREFORE, BE IT RESOLVED**, that the Swift County Board of Commissioners authorize and impose a wheelage tax as provided for in Minn. Stat. 163.051(2013 Regular Session Law, Chapter 117, Article 3, Section 4) of \$10.00 for the year 2014 and each subsequent year thereafter, subject to levy limits and other factors, on each motor vehicle which is

kept in Swift County when not in operation and which is subject to taxation and registration under Chapter 168.

**BE IT FURTHER RESOLVED** that the county requests the state registrar of motor vehicles to collect the wheelage tax on behalf of the county.

Adopted on a \_\_\_\_\_ vote by the Swift County Board of County Commissioners the 16th day of July 2013.

Swift County Board of Commissioners

\_\_\_\_\_  
Joe Fox, Chairman

I, Michel J. Pogge-Weaver, Clerk of the County Board in and for the County of Swift, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 16th day of July, 2013.

\_\_\_\_\_  
Michel J. Pogge-Weaver  
Clerk of the County Board

I, Kim Saterbak, Swift County Auditor in and for the County of Swift, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 16th day of July, 2013.

\_\_\_\_\_  
Kim Saterbak  
Swift County Auditor



# Request for Board Action

BOARD MEETING DATE:  
7/16/2013

## 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: Presentation of Swift County RLF Loan Application – Susan & Tim Rittenour of R&R Outdoors	
AGENDA YOU ARE REQUESTING TIME ON: 1:40 p.m.	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 5/2/2013 and recommendation will be provided at meeting. Public Loan Application attached for review.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Loan committee met 6/28/2013; primarily lender is Prairie Sun Bank of Appleton.	

### Budget Information

FUNDING:	Swift County Revolving Loan Fund request in amount of \$11,000 (Available to Lend SCRLF equals ~\$277,000. Approval would leave ~\$266,000 in available funds)*
	*only include Swift County RLF – does not include RDA fund or CNH MIF funds repaid to date & includes pending disbursement of up to \$75,000 for ACE Ag)

### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Review and take an action
COMMENTS: n/a	COMMENTS: None

### Board Action

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

## Public Loan Application Information



**Date:** 6/21/2013

**Applicant Name:** Tim & Susan Rittenour **Business Name:** R&R Outdoors

**Business Address:** 140 N Munsterman **City:** Appleton **State:** MN **Zip Code:** 56208

**Home Address:** 150 W Ronning **City:** Appleton **State:** MN **Zip Code:** 56208

**Phone #:** 320-287-2479

**Email:** randroutdoorsmn@gmail.com

**Business Description:** Retail

1. **How much money is needed?**  
\$11,000
2. **How will the loan be used?**  
Purchase inventory
3. **What will the loan do for the business?**  
Allow us to open our doors and start!
4. **How much business equity is available?**  
\$18,000
5. **List other sources of money available to you.**  
Owner Equity \$18,000  
Prairie Sun Bank \$25,000  
Contract for Deed \$60,000  
Gap Lenders \$33,000 (\$11k each from Swift County RDA, UMRDC WesMN, J-Pak)  
Appleton Project LOC \$11,000
6. **Could you obtain this loan from a bank?** \_\_\_ Yes  No  
\$11,000 is a split of the gap between my equity and what the bank will do on the project.
7. **Which vendors will supply the purchased materials?**  
CSI/Rocky Mtn. Sporting Goods Wholesaler Distribution Center in Sauk Center, MN
8. **How will the loan be repaid?**  
Through cash receipts of the business.
9. **Who will provide collateral and what will the collateral be?**  
R&R Outdoors will have inventory and equipment for use as collateral (Shared 2<sup>nd</sup> with other gap lenders on all inventory, furniture, fixtures, accounts receivables)
10. **When is the loan needed?**  
July 2013 – Hope to open in August 2013
11. **When can repayment begin?**  
60-90 days following disbursement to allow for store to be completed and open for some time.
12. **How many loan payments will be made?** 60 monthly payments amortized over 120 months at 4%.



FOR OFFICE USE ONLY

DO NOT WRITE BELOW THIS LINE

DATE: 6-28-13 NAME OF BORROWER: Susan + Tim Rittenour  
AMOUNT OF LOAN REQUESTED: \$11,000  
LOAN:  Approved  Denied Recommend  
AMOUNT OF LOAN APPROVED: \$ 11,000 INTEREST RATE: 4 %  
NUMBER OF PAYMENTS: 120 60 pmts over 10 years  
PAYMENT SCHEDULE: collateral shared 2nd per app (inv. f+f, A/R)  
60-90 days to begin pmts to allow for start

COMMENTS: (If loan was denied or approved with conditions, state reasons, conditions and recommendations. Continue on back of page if necessary.)

contingent on approval all other gap lenders.  
Coordinate close if all approved.

LOAN REVIEW COMMITTEE SIGNATURES

DATE

Mary Klemm  
Randy Simon  
My U. J.  
\_\_\_\_\_  
\_\_\_\_\_

6-28-13  
6-28-13  
6-28-13  
\_\_\_\_\_  
\_\_\_\_\_



# Request for Board Action

BOARD MEETING DATE:  
July 16, 2013

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Treasurer	REQUESTOR: Ron Vadnais	REQUESTOR PHONE: 320-843-3544
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review 2nd Quarter 2013 Cash & Investments	
AGENDA YOU ARE REQUESTING TIME ON: 1:50 p.m.	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? N/A	

### Budget Information

FUNDING: N/A
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: N/A	RECOMMENDATIONS: N/A
COMMENTS: N/A	COMMENTS: N/A

### Board Action

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

10-Jul-2013 ALT-S SAVE WORKSHEET UNDER SAME NAME  
 ALT-M SORT BY MATURITY DATE  
 ALT-F SORT BY FUND  
 ALT-P PRINT WORKSHEET

10-Jul-2013  
 C:\123R3\113.JUN

10-Jul-2013

SWIFT COUNTY  
 INVESTMENTS & ACCRUED INTEREST RECEIVABLE LIST

FUND #	FUND NAME	INST. #	INSTITUTION	ID #	MATURITY DATE	Total Invest.	INTEREST RATE	MONTH ENDED	ACCRUED INTEREST	INTEREST M-T-D
1097	Revenue	15	AllyBk UT	02005QMW0	06-May-2013	\$0.00		30-Jun-2013	\$0.00	\$476.30
1001	Tax Accts(Consolidated)		Various		30-Jun-2013	\$39,220.94		30-Jun-2013	\$0.00	
1001	Revenue/checking	2	StBk of Danvers	267151	30-Jun-2013	\$516,805.60	0.10%	30-Jun-2013	\$0.00	\$211.99
1001	Revenue	15	WELLS FARGO	02177269	30-Jun-2013	\$978,328.92	0.01%	30-Jun-2013	\$0.00	\$10.69
1001	Revenue	1	1st Security	MMS#100766530	Jun-2013	\$1,606,411.84	0.20%	30-Jun-2013	\$0.00	\$141.34
1092	Rev/Health Care	12	Franklin Fd	045789	30-Jun-2013	\$524,981.42	3.51%	30-Jun-2013	\$1,371.64	\$1,350.75
1101	Human Services	1	1st Security	MMS#100643630	Jun-2013	\$101,948.19	0.20%	30-Jun-2013	\$0.00	\$41.15
1101	Human Services	17	Co-op Credit Union	Svgs#14534	30-Jun-2013	\$205,297.05	0.50%	30-Jun-2013	\$0.00	
3001	R&B	13	Comm. Dev. Bk	29306	30-Jun-2013	\$752,902.55	0.20%	30-Jun-2013	\$0.00	
3093	R&B	1	1st Security	MMS#100649330	Jun-2013	\$1,914,425.35	0.20%	30-Jun-2013	\$0.00	\$325.14
1091	Revenue	7	FHLMC	31335HBAO	01-Aug-2013	\$7.11	6.00%	30-Jun-2013	\$0.04	\$0.28
1097	Revenue	15	GE Capital	36160XPK7	11-Sep-2013	\$100,000.00	1.15%	30-Jun-2013	\$343.42	
1097	Revenue	15	GE Capital	36160XRY5	17-Dec-2013	\$100,000.00	1.10%	30-Jun-2013	\$39.18	\$548.49
1097	Rev/R&B/HS EmpBenefits	F 4	RiverWood Bk	811001421	08-Mar-2014	\$200,000.00	0.75%	30-Jun-2013	\$1,968.49	
1097	Revenue	15	Goldman Sachs	38143AQG3	21-Apr-2014	\$100,000.00	0.75%	30-Jun-2013	\$62.50	\$398.90
1097	Revenue	15	CompassBK	20449E6F8	09-Jun-2014	\$100,000.00	0.80%	30-Jun-2013	\$48.22	\$520.68
1097	Revenue	15	DiscoverBk-DE	254671BH2	26-May-2015	\$100,000.00	1.05%	30-Jun-2013	\$109.32	
TOTALS						7,340,328.97	1.03%		\$3,942.81	\$4,025.71

1001	Revenue	18	SCBH-LOAN		31-Dec-2033	\$1,959,124.00	2.00%	30-Jun-2013	\$3,265.21	\$3,276.61
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Swift County Cash & Investments

(Includes unrealized gains)

As of 6/30/13

Acct	6/30/13 Balance
<b>ASSETS</b>	
Cash and Bank Accounts	
Citizens Alliance Bank-Murdock	21,021.00
Financial SecurityBk-Kerkhoven	9,864.70
HS MMKT#1006436-1st Security	101,948.19
HS-MMIS# 14534(Credit Union)	205,297.05
PSB-Appleton	8,335.24
R&B MMKT#29306-ComDevBank	752,902.55
R&B-MMIS#1006493-1st Security	1,914,425.35
Rev-MMKT#1007665-1st Security	1,606,411.84
Revenue11-3	100,000.00
Revenue11-5	0.00
Revenue11-6	100,000.00
Revenue12-4	100,000.00
Revenue12-5	100,000.00
Revenue12-6	100,000.00
StBkDanvers	516,805.60
WELLS FARGO	978,328.92
<b>TOTAL Cash and Bank Accounts</b>	<b>6,615,340.44</b>
Other Assets	
EMP BENEFITS--CD@ Riverwood Bk	200,000.00
<b>TOTAL Other Assets</b>	<b>200,000.00</b>
Investments	
REV-HEALTH CARE	524,981.42
TC-16	7.11
<b>TOTAL Investments</b>	<b>524,988.53</b>
<b>TOTAL ASSETS</b>	<b>7,340,328.97</b>
LIABILITIES	0.00
<b>OVERALL TOTAL</b>	<b>7,340,328.97</b>