

# Notice & Agenda

## Swift County Board of Commissioners

Tuesday, April 16, 2019

9:00 AM

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		<b>Call to Order and Roll Call</b>
9:01 a.m.		<b>Approve Agenda</b>
9:03 a.m.		<b>Consent Agenda</b>
	1-2	(1) Minutes from the April 2, 2019 Regular Meeting
	3	(2) Minutes from the April 2, 2019 Executive Meeting
	4-10	(3) Consider approving the Maximus Contract
	11-14	(4) Consider approving an application for Property Tax Abatement
	15	(5) Consider approving \$12.00 wage for two part time summer help
9:04 a.m.		<b>Consider Approval of Commissioner warrants and review Auditor warrants reviewed</b>
9:05 a.m.		<b>Commissioner and Board reports</b>
9:20 a.m.		<b>County Administrator report</b>
9:25 a.m.		<b>Citizens Comments</b>
9:50 a.m.		<b>Scott Collins, Environmental Services</b>
	16-17	Consider approval of a Conditional Use Permit #5592 request by B.G. Amundson Construction Inc. for gravel material extraction.
	18-19	Consider approval of a Conditional Use Permit #5594 requested by Agralite Electric Cooperative to construct and operate a 115 Kv distribution substation in the NW corner of Section 30, Dublin Township, Swift County, MN. Great River Energy will serve the substation with one span of overhead transmission from a 3-way switch connected to the existing 115 Kv line on the north side of the township road.
10:05 a.m.		<b>Catie Lee, Human Services</b>
	20-21	Monthly Update
		<b>Other Business</b>
10:15 a.m.		<b>Closed session to consider strategy for labor negotiations</b>
		Consider approving a closed meeting 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)
		Closed session to consider strategy for labor negotiations
		Adjourn close session and return to open session
11:00 a.m.		<b>Adjournment</b>

# SWIFT COUNTY BOARD MINUTES

April 2, 2019

Chairman Hendrickx called the meeting to order at 9:00 AM with all members present. Also present: County Administrator Kelsey Baker, County Attorney Danielle Olson and Kim Saterbak, Terri Orr and other county employees and members of the public.

Chairman Hendrickx asked if there were any changes or additions to the agenda. Chairman Hendrickx added employee retention under other business. There were no other changes or additions requested.

**04-02-19-01** Commissioner Fox moved and Commissioner E. Pederson seconded to approve the agenda as amended. Motion carried unanimously.

**04-02-19-02** Commissioner P. Peterson moved and Commissioner Rudningen seconded to approve the Consent Agenda as presented: (1) Minutes from the March 19, 2019 Regular Meeting, (2) Family Homeless Prevention and Assistance Program Resolution, (3) Approval of a new vehicle for Swift County Environmental Services, (4) Approval of a Special Meeting with the City of Benson and Swift County Benson Hospital. Motion carried unanimously.

**04-02-19-03** Commissioner Fox moved and Commissioner E. Pederson seconded to approve the Commissioner warrants as follows: Revenue, \$28,008.15; Solid Waste, \$17,465.18; Road and Bridge, \$159,628.06; County Ditches Fund, \$7,110.95; County Health Insurance, \$436.00; which includes the following bills over \$2,000: American Solutions for Business, \$2,412.44; Ascheman Oil, \$5,072.23; Bolton & Menk, Inc., \$6,762.50; Central Specialties Inc., \$132,642.85; Geyer Recycling, \$6,099.33; Gov Office LLC, \$2,250.00; Kris Engineering, \$8,201.52; Life Ins. Company of North America, \$2,048.71; Macqueen Equipment Inc., \$5,389.90; Miller Const/Duane, \$2,550.00; Safe Avenues, \$3,250.00; Waste Management of Northern Minnesota, \$7,393.92; Ziegler Inc., \$4,077.83. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on the Prairie Five Community Action Group. Commissioner E. Pederson reported on DAC, Swift County Historical Society and Counties Providing Technology. Commissioner Hendrickx reported on Southern Prairie Community Care and RDC. Commissioner Fox reported on Hospital Finance and the National Workforce Conference. Commissioner Rudningen reported on the Building Committee meeting, Prairie Lakes Youth Program and Emergency Services Radio Board.

Administrator Baker reported on Counties Providing Technology meeting, Big Stone County AIS Agreement, discussed Road Tour, Purchased Drainage DB, Drop-in Center interviews and Social Worker interviews.

Chairman Hendrickx asked for citizen's comments. Tim Berens, Jim Hilleren, Mark Hughes, Vicki Olson, Gwen Dale, Stan Olson, Jan Goff and Bob Zielsdorf voiced their concerns on the building project. Allison Whalen gave her resignation letter to the board and Sheriff John Holtz discussed the retention on Attorneys, Assistant Attorneys and Swift County Employees. There were no other citizen's comments.

Parks, Drainage & Wetlands Supervisor Mike Johnson requested to set a public hearing date and time for petition for outlet JD #5. The meeting date is scheduled for April 30th at 10:00 AM.

**04-02-19-04** Commissioner Rudningen moved and Commissioner Fox seconded to approve the public hearing date and time for petition for outlet JD #5. The meeting date is scheduled for Tuesday April 30th at 10:00 AM. A brief discussion was held. Motion carried unanimously.

Consider granting additional compensation for an Interim Maintenance Supervisor.

**04-02-19-05** Commissioner Fox moved and Commissioner E. Pederson seconded to approve the decision on granting additional compensation for an Interim Maintenance Supervisor. Motion carried unanimously.

Discussion and Decision on the Community Perspective Committee.

**04-02-19-06** Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the decision to organize the Community Perspective Committee. A brief discussion was held. Motion carried unanimously.

County Attorney Danielle Olson discussed Employee Retention.

The regular meeting recessed at 10:53 AM.

The regular meeting reconvened at 11:00 AM.

**04-02-19-07** Commissioner E. Pederson moved and Commissioner Fox seconded to go into close session. Motion carried unanimously.

The regular meeting recessed to closed session at 11:01AM.

The regular meeting reconvened at 11:05 AM. No decisions were made.

The board recessed at 11:05 AM.

The board reconvened at 12:15 PM. for the Human Service Work Session.

**04-02-19-09** Commissioner P. Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 2:00 PM.

WITNESSED:

\_\_\_\_\_  
Gary Hendrickx, Chair

ATTEST:

\_\_\_\_\_  
Kelsey Baker, County Administrator

DRAFT

**SWIFT COUNTY BOARD MINUTES**  
**Record of Executive Session**  
**April 2, 2019**

Date convened: Tuesday, April 2, 2019

Time Convened: 10:53 AM

Time adjourned: 11:31 AM

Members Present: Commissioners Fox, Hendrickx, Edward Pederson, Peter Peterson, and Rudningen

Members Absent: None

Also Present: County Administrator Kelsey Baker and Amanda Ness  
Employees of David Drown and Associates

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 Gary Hendrickx called the executive session to order at 10:53 AM with all members present as well as County Administrator Kelsey Baker and Amanda Ness. The Board discussed labor negotiation strategies.

The board took no actions at the meeting.

**04-02-19-01 ExS** Commissioner Fox moved and Commissioner Rudningen seconded to adjourn. Motion carried.

Executive Session adjourned at 11:31 AM.

WITNESSED:

\_\_\_\_\_  
Gary Hendrickx, Chair

ATTEST:

\_\_\_\_\_  
Kelsey Baker, County Administrator



# Request for Board Action

BOARD MEETING DATE:  
April 16, 2019

## Commissioner's Report

### Department Information

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

### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the Maximus Contract	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Authorization by the Board of Commissions is required for Swift County to sign a legal agreement
BACKGROUND/JUSTIFICATION: We contract with Maximus (Don Workman) to calculate the indirect costing amounts. The indirect (overhead cost) can be included as expenses that we receive reimbursement from our funding sources. This a three year contract with Maximus starting in 2016 and ending in 2019. They will be reviewing our financial information for the 2018, 2019 & 2020 which will be prepared in 2019, 2020 & 2021. We have used maximus for more than six years. Over the last five years, their annual fee has remained and continues to remain at \$3,350. We have developed a good working relationship with Maximus and have been pleased with their work.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

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

### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: None	COMMENTS: None

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT (“Agreement”) is entered into by and between MAXIMUS Consulting Services, Inc. (“Consultant”) and Swift County, Minnesota (“Client”), individually a “party” and collectively the “parties.” In consideration of mutual promises and covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. Consultant shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the “Services”), in a professional and workmanlike manner consistent with the typical standards of the industry.
2. Term. This Agreement shall commence on March 1, 2019 (“Effective Date”) and shall remain in effect until March 31, 2022, or until completion of, and payment in full for, the Services specified in Exhibit A, whichever occurs last. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties.
3. Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, attached and incorporated by reference as if fully set forth herein.
4. Termination.
  - a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.
  - b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days’ prior written notice to the other.
  - c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all Services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
5. Data Accuracy. Consultant shall provide guidance to the Client in determining the data required. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client’s knowledge. The Client further acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days’ prior written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant’s normal business hours and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted access.

7. Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables under this Agreement are specifically set out in Exhibit A.
8. Insurance. Consultant shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, workers' compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000.
9. Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed \$10,050.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

To the extent allowed by law, any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the Services specified in this Agreement.

10. Consultant Liability if Audited. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
11. Notices. Any notice of default, in accordance with section 4(a) of this Agreement, shall be delivered by certified mail or overnight courier. Any other notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email or in the United States mail, postage paid, to the address noted below:

Agency: Swift County, Minnesota  
 Address: 301 14<sup>th</sup> Street N.  
 P.O. Box 207  
 Benson, MN 56215  
 Phone: 320.843.4069  
 Email: [Kim.saterbak@co.swift.mn.us](mailto:Kim.saterbak@co.swift.mn.us)

MAXIMUS Consulting Services, Inc.  
808 Moorefield Park Drive, Suite 205  
Richmond, VA 23236  
804-323-3535  
[fsc-operations@maximus.com](mailto:fsc-operations@maximus.com)

Such notice shall be deemed delivered same day if sent via email or 5 days after deposit in the U.S. mailbox.

12. Changes. The terms and conditions of this Agreement, including all attached and incorporated Exhibits, may be changed only by written agreement signed by both parties.

13. Miscellaneous.

- a. If Consultant is requested by Client to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Consultant shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Consultant's response and related to the reasonable fees of Consultant in responding. The foregoing does not: (1) diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Consultant is compelled by subpoena from a third party to provide Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews.
- b. Consultant specifically disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose.
- c. Consultant reserves the right to subcontract the Services. Consultant agrees to notify Client in writing of any such subcontracts.
- d. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
- e. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and its employees are not to be considered agents or employees of Client for any purpose.
- f. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- g. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- h. This Agreement and any additional or supplementary document or documents incorporated by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- i. Neither party shall be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

- j. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- k. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, Client and the Consultant have executed this Agreement as of the date last written below.

**Swift County, Minnesota**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**MAXIMUS Consulting Services, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT A**  
**Scope of Services**  
**MN CO Swift CAP 18-20**

Description of Services:

- (1) Development of a Central Services Cost Allocation Plan. The Consultant shall prepare on behalf of the Client a central services cost allocation plan which identifies the various cost incurred by the Client to support and administer federal programs. The plan will contain a determination of allowable cost of providing each supporting service, such as accounting, legal counsel data processing, etc. The cost allocation plan will be based on the Client's actual year-end financial data for the year 2018, 2019 and 2020 and will be prepared in 2019, 2020 and 2021.
- (2) Plan Contents, Consulting Staffing and Client Participation. Each plan will contain a determination of the allowable costs of providing each supporting service, such as: purchasing, personnel, disbursement processing etc. Consultant staff will analyze all data required, perform all cost allocation calculations and complete the cost allocation plan in a form ready for submission for Federal and State approval. Client personnel involvement will be limited to locating and providing access to accounting and payroll records, answering questions to enable the Consultant to appropriately interpret Client records, and participation in brief interviews by selected personnel to enable Consultant to determine appropriate allocation of costs across Client programs.
- (3) Negotiation. Negotiation of the completed cost allocation plan with the appropriate Federal and State representatives that may be required.
- (4) Instruction and Monitoring. Consultant shall instruct Client personnel in preparing the claims to the State and other appropriate sources for recovery of funds due the Client. Consultant will monitor the progress of Client claims to insure the Client receives recoveries due it.
- (5) Consultant agrees to present annual cost allocation plan results to the County Board if requested by Client.

**EXHIBIT B**  
**Compensation**  
**MN CO Swift CAP 18-20**

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Ten Thousand Fifty Dollars (\$10,050). Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The fee breakdown is as follows:

Fiscal Year 2018	\$3,350
Fiscal Year 2019	\$3,350
Fiscal Year 2020	\$3,350



# Request for Board Action

BOARD MEETING DATE:  
April 16, 2019

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Kimberly Saterbak	REQUESTOR PHONE: 320-843-6108
------------------------------------	---------------------------------	----------------------------------

### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving an application for Property Tax Abatement	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Ag District classification on parcel 28-0359-000 was not updated on this parcel. The abatement reflects the amount of overpayment made by the resident for assessed year 2017 payable 2018. The overpayment is the difference in tax generated at the City of Kerkhoven rate and the Ag District (Pillsbury Township) rate.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	<a href="#">Click here to enter text.</a>

### Budget Information

FUNDING: County
-----------------

### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: <a href="#">Click here to enter text.</a>	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None

# Application for Property Tax Abatement

For Taxes Levied in Tax Year(s): 2018  
 And Taxes Payable in Year(s): 2017

Applicant and Property Information

**Applicant Information**

Last Name 8 K's LLC		First Name	Middle Initial
Property Address Section 21 Twp-120 Range-37			Social Security Number
City Kerkhoven	State MN	Zip code	County Swift
Parcel ID or legal description of property (from tax statement or valuation notice) 28-0359-000			School District Number 775

**Applicant's Statement of Facts**

If the assessed value is being contested, list approximate market value.

Land	Structures	Total

If taxes, penalties, interest, or costs which are now a lien against the real estate are being contested, list below.

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
2018	tax	\$1,250.58	\$1,250.58

Explain why the above amount has not been paid

Resident paid taxes in full

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid
		\$	

Explain why the above amount has not been paid

Year	Type (taxes, penalty, interest, or cost)	Amount Contested	Amount Paid

Explain why the above amount has not been paid

Total Amount Contested \$1,250.58	Portion of total amount contested you are willing to pay
--------------------------------------	--

Explain why you think this settlement is fair and reasonable

This is a correction of error. The City of Kerkhoven has allowed parcel #28-0359-000 to pay taxes at the Ag District rate. This tax continued to be calculated at the City of Kerkhoven rate. A refund of \$1,250.58 will be issued if this abatement is approved.

**Signature of Applicant**

Applicant requests that the portion of the contested amount in excess of said sum offered should be abated, canceled and refunded. This statement is a true and full statement of all facts known to the applicant relative to this matter.

Signature of Applicant <i>REQUESTED BY COUNTY AUDITOR</i>	Date
--	------

Note: Minnesota Statutes, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000.00, or both."

**Use of Information**

In order to be considered for abatement, you must file this form. The information on this form will be used to properly identify you and determine if you qualify for abatement of property taxes under M.S. 270C.86 or 270C.34. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

Sign Here

# For Office Use Only

I, the undersigned county auditor, hereby certify the following amounts are the values and taxes currently on our records.

Amounts on Record

Year	Market Value			Taxes	Penalties	Interest	Costs	Total
	Land	Improvements	Total					

## Certifications of Approval

For this abatement to be granted by the Commissioner of Revenue, it must have been carefully investigated and receive the favorable recommendation of (i) either the assessor or the county treasurer; (ii) the county auditor; and (iii) the county board.

### Recommendation of Assessor or Treasurer

Approved  Denied

Signature Wayne Knutson Title County Assessor Date 4-9-2019

### Recommendation of County Auditor

Approved  Denied

Signature Simbaly A. Satabak Date 4-9-2019

### County Board of Commissioner's Action (to be completed by County Auditor)

Approved  Denied

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Certifications of Final Approval

(complete only for approved abatements; to be completed by County Auditor)

I certify that the approval of this abatement will result in the following changes:

Total Tax, Penalty, and Interest \$ \_\_\_\_\_ Proposed Penalty Reduction \$ \_\_\_\_\_  
 Proposed Tax Reduction \$ \_\_\_\_\_ Total Proposed Reduction \$ \_\_\_\_\_  
 Proposed Interest Reduction \$ \_\_\_\_\_ Total Amount Payable \$ \_\_\_\_\_

Upon payment of \$ \_\_\_\_\_ by the applicant, all taxes, penalties, interest, and costs above in excess of the payment amount are abated and cancelled, and the payment will be accepted as a full settlement.

*This approval was granted by the county board as an official action of that body or by the county auditor under a delegation from the board and has been entered upon the records of the county as a public record showing the names of the taxpayers, other concerned persons, and the amounts.*

Signature of County Auditor \_\_\_\_\_ Date \_\_\_\_\_

Final Approval

DEPARTMENT OF REVENUE

The Commissioner of Revenue may grant these reductions or abatements of inequitable or unjust taxes, penalties, interest or special assessments not yet paid, and order the refund of taxes, penalties, interest or special assessments that have been erroneously or unjustly paid. (M.S. 270C.86, Subd. 1) Upon the favorable recommendation of the local officials, as certified above, the Commissioner of Revenue approves the abatement of the following amounts:

Proposed Penalty and Interest Reduction \$ \_\_\_\_\_  
 Proposed Tax Reduction \$ \_\_\_\_\_  
 Total Proposed Reduction \$ \_\_\_\_\_

Signature of Commissioner or Delegate \_\_\_\_\_ Date \_\_\_\_\_

Signature of Commissioner or Delegate \_\_\_\_\_ Date \_\_\_\_\_



# CITY OF KERKHOVEN

208 10TH STREET NORTH • BOX 116  
KERKHOVEN, MINNESOTA 56252

CITY OFFICE  
(320) 264-2581

POLICE DEPT. - (320) 264-5972  
MAINT. DEPT. - (320) 264-1275

June 14, 2016

Swift County Auditor  
Kim Saterbak  
PO Box 207  
Benson, MN 56201

Dear Kim:

At the June 13, 2016 regular city council meeting, a request was made and approved to change the tax rate for some agriculture land owned by Kevin VanHeuveln from the city tax rate to the Pillsbury Township tax rate. Enclosed is a copy of the city minutes to verify the information.

The council is requesting that the following changes be made to:

Parcel ID: 28-0359-000

Owner: Kevin VanHeulven

City Zoned: Agriculture Land

Current Tax Rate: city rate of 147.467

Please change tax rate to: township tax rate of 59.06700

If there are any questions regarding this request, please contact the City Office: 264-2581.

Sincerely,

*copy*

Kim Harkema  
City Clerk-Treasurer



# Request for Board Action

BOARD MEETING DATE:  
April 16, 2019

## Commissioner's Report

### Department Information

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

### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: <b>Consider approving \$12.00 hourly wage for two part time summer help</b>	
AGENDA YOU ARE REQUESTING TIME ON: <b>Consent Agenda</b>	ARE YOU SEEKING APPROVAL OF A CONTRACT? <b>No</b>
IS THIS MANDATED? <b>Yes</b>	EXPLANATION OF MANDATE: <b>County Policy to approve hourly wage</b>
BACKGROUND/JUSTIFICATION: <b>Have had one in Swift falls and Appleton in past years.</b>	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No action	<a href="#">Click here to enter text.</a>

### Budget Information

FUNDING: Parks Budget
-----------------------

### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: <b>Kelsey Baker</b>
RECOMMENDATIONS: <a href="#">Click here to enter text.</a>	RECOMMENDATIONS: <a href="#">Click here to enter text.</a>
COMMENTS: <a href="#">Click here to enter text.</a>	COMMENTS: <a href="#">Click here to enter text.</a>

### Board Action

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



# Request for Board Action

BOARD MEETING DATE:  
April 16, 2019

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Environmental Services	REQUESTOR: Scott Collins	REQUESTOR PHONE: 320-843-2356
---	-----------------------------	----------------------------------

### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of a Conditional Use Permit #5592 requested by B.G. Amundson Construction Inc. for gravel material extraction.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Required Conditional Use Permit per subsection 3.3 Code of Ordinances, Agricultural District I. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING:
----------

### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

### Board Action

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

**Proposed Special Conditions**  
**B.G. Amundson Constriction, Inc.**  
**Conditional Use Permit #5592**

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. All complaints, problems or concerns regarding public health, safety and welfare must be addressed by property owner within 30 days of presentations of the complaint. Copies of all complaints and responses addressed to him shall be submitted to Swift County Environmental Services.
3. Surface water drainage in the area cannot be disturbed.
4. Compliance with the preceding conditions shall be the responsibility of the property owner. Failure to comply with these conditions shall be cause for revoking this permit until conditions are corrected.
5. Roads that are damaged due the activities of the Conditional Use Permit will be repaired by the owner or operator to their pre-existing condition.
6. This Conditional Use Permit #5592 shall expire one year from the date of issuance if the permit is not utilized.
7. Granting of the conditional use permit shall be for the plans submitted with the initial application only.
8. The applicant will be responsible for signage and will follow Swift County rules and regulations
9. Violations of any of the above-stated conditions may result in revocation of the conditional use permit.

**Environmental Services**  
**Scott Collins, Director**



1000 Industrial Drive  
P.O. Box 207  
Benson, MN 56215

---

Phone (320) 843-2356  
Fax (320) 843-9172

---

e-mail:  
scott.collins@co.swift.mn.us

## NOTICE OF PUBLIC HEARING

### NOTICE IS HEREBY GIVEN THAT:

There will be a meeting of the Swift County Planning Commission on Monday, April 15, 2019 at 8:30 a.m. in the L.E.C., Lower Level of the Swift County Courthouse, 301 14<sup>th</sup> St. N., Benson, MN to consider the following:

**IN THE MATTER OF** Agralite Electric Cooperative, P.O. Box 228, Benson, MN 56215  
(Owner)

**REQUEST:** Conditional Use Permit to construct and operate a 115 Kv distribution substation in the NW corner of Section 30, Dublin Township, Swift County, MN. Great River Energy will serve the substation with one span of overhead transmission from a 3-way switch connected to the existing 115 Kv line on the north side of the township road.

### LOCATION:

That part of the Northwest Quarter (NW ¼) of Section Thirty (30), Township One Hundred Twenty (120) North, Range Thirty-eight (38) West, Swift County, Minnesota described as follows:

Commencing at the Northwest corner of Section Thirty (30), Township One Hundred Twenty (120) North, Range Thirty-eight (38) West; thence East along the North line of said Section Thirty (30) a distance of 350 feet; thence South on a line parallel with the West line of said Section Thirty (30) a distance of 311 feet; thence West on a line parallel to the North line of said Section Thirty (30) a distance of 350 feet to the West line of said Section Thirty (30); thence North along the West line of said Section Thirty (30) a distance of 311 feet to the point of beginning, containing 2.5 acres, more or less.

All interested persons may appear and be heard at said place and time.

Dated: April 2, 2019  
Scott Collins, Director  
Swift County Environmental Services

**Proposed Special Conditions**  
**Agralite Electric Cooperative**  
**Conditional Use Permit #5594**

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. All complaints, problems or concerns regarding public health, safety and welfare must be addressed by the property owner within 30 days of presentation of the complaint. Copies of all complaints and responses addressed to the property owner shall be submitted to Swift County Environmental Services.
3. Granting of the conditional use permit shall be for the plans submitted with the initial plan only.
4. All plans regarding approaches, access roads, as well as traffic control must be submitted to the township chairman. Road setbacks and maintenance plans must also be submitted to the township chairman.
5. This Conditional Use Permit #5594 shall expire one year from the date of issuance if the permit is not utilized.
6. Violation of any of the above-stated conditions may result in revocation of the conditional use permit.



Swift County Human Services											
Ending Monthly Cash & Investment Balances											
2010 - 2019											
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Average
Jan	\$ 1,116,112	\$ 1,027,808	\$ 977,091	\$ 909,780	\$ 846,281	\$ 983,278	\$ 933,563	\$ 1,668,733	\$ 2,045,847	\$ 2,559,803	\$1,306,830
Feb	\$ 1,069,918	\$ 1,004,522	\$ 829,326	\$ 788,543	\$ 739,793	\$ 882,373	\$ 886,577	\$ 1,562,756	\$ 1,967,692	\$ 2,603,360	\$1,233,486
Mar	\$ 810,381	\$ 848,432	\$ 551,477	\$ 576,608	\$ 601,437	\$ 593,206	\$ 636,635	\$ 1,278,985	\$ 1,706,416	\$ 2,416,328	\$1,001,991
Apr	\$ 732,868	\$ 820,387	\$ 328,272	\$ 451,920	\$ 446,379	\$ 168,803	\$ 352,306	\$ 1,085,797	\$ 1,415,224		\$644,662
May	\$ 576,849	\$ 669,878	\$ 329,407	\$ 300,099	\$ 269,118	\$ 187,841	\$ 289,965	\$ 804,645	\$ 1,279,329		\$523,015
Jun	\$ 1,244,642	\$ 1,460,435	\$ 1,218,863	\$ 1,145,907	\$ 1,361,018	\$ 1,187,485	\$ 1,476,200	\$ 2,165,333	\$ 2,745,303		\$1,556,132
Jul	\$ 1,349,636	\$ 1,142,375	\$ 1,113,725	\$ 1,094,712	\$ 1,165,952	\$ 1,217,022	\$ 1,483,669	\$ 2,160,790	\$ 2,842,236		\$1,507,791
Aug	\$ 1,237,374	\$ 1,228,978	\$ 894,462	\$ 982,736	\$ 1,199,826	\$ 1,126,524	\$ 1,532,984	\$ 1,995,009	\$ 2,661,662		\$1,428,839
Sep	\$ 1,085,187	\$ 1,079,263	\$ 804,086	\$ 714,174	\$ 921,407	\$ 877,167	\$ 1,220,833	\$ 1,650,293	\$ 2,409,864		\$1,195,808
Oct	\$ 878,408	\$ 773,615	\$ 538,645	\$ 627,339	\$ 667,331	\$ 646,265	\$ 1,028,981	\$ 1,459,114	\$ 2,139,152		\$973,206
Nov	\$ 826,623	\$ 741,489	\$ 483,013	\$ 377,803	\$ 477,198	\$ 513,740	\$ 2,056,684	\$ 2,511,571	\$ 3,278,552		\$1,251,853
Dec	\$ 1,279,178	\$ 1,242,733	\$ 1,094,736	\$ 1,057,825	\$ 1,180,113	\$ 1,187,268	\$ 1,888,413	\$ 2,296,240	\$ 3,077,192		\$1,589,300
<b>Average</b>	<b>\$ 1,017,265</b>	<b>\$ 1,003,326</b>	<b>\$ 763,592</b>	<b>\$ 752,287</b>	<b>\$ 822,988</b>	<b>\$ 797,581</b>	<b>\$ 1,148,901</b>	<b>\$ 1,719,939</b>	<b>\$ 2,297,372</b>	<b>\$ 2,526,497</b>	

**Average Monthly Cash & Investment Balance  
2010-2019**

