

# Notice & Agenda

## Swift County Board of Commissioners

Tuesday, August 18, 2015

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:00 a.m.		<b>Call to Order and Roll Call</b>
11:01 a.m.		<b>Approve Agenda</b>
11:03 a.m.		<b>Consent Agenda</b>
	1-2	(1) Minutes from the August 4, 2015 Regular Meeting
	3-6	(2) Consider approving the 2015 Emergency Management Performance Grant
	7	(3) Consider approving increased credit card purchasing limits for certain employees
	8-10	(4) Consider local county approval on an application from Northern Lights Trails for an exempt permit to conduct lawful gambling in Swift Falls
	11-12	(5) Consider appointing Eddie Massey to Revolving Loan Fund Loan Advisory Board
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.	None	<b>Program Update on Southern Prairie Community Care from Mary Fischer, Executive Director and Norris Anderson, Medical Director</b>
11:45 a.m.	None	<b>Swift County Soil and Water District</b>
12:00 Noon		<b>Lunch Break</b>
1:00 p.m.	None	<b>Cheryl Glaeser Southwest Initiative Foundation</b>
1:15 p.m.	None	<b>Discussion on the new buffer strip requirements by Kurt Deter</b>
2:00 p.m.	None	<b>Pioneerland Library System presentation by Cindy Hendrickx; Vicki Bartz; and Dawn Erickson</b>
2:15 p.m.		<b>Dave Barrett, Swift County VSO</b>
	13-14	VSO Annual Report
	15-24	Grant Request

**Swift County Board of Commissioners**  
**August 18, 2015 Meeting Agenda**  
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<u>Time</u>	<u>Reference</u>	<u>Item</u>
2:25 p.m.	25-27	<b>Scott Collins, Environmental Services Director</b> Consider approval of a Conditional Use Permit #4997 requested by Dennis Smith (Owner) for expanding a feedlot from 475 Animal Units to 950 Animal Units of beef finish cattle and constructing a new 200' x 120' total confinement mono-slope shed located in the NW ¼ of Section 27 in Moyer Township.
	28-30	<b>Other Business</b> Consider adopting a resolution supporting Federated Telephone Cooperative Border to Border Broadband Development Grant and commit to financially backing the project subject to certain terms
	None	2016 Budget Discussion
	None	Strategic Plan Update
3:30 p.m.		<b>Adjournment</b>

# **SWIFT COUNTY BOARD MINUTES**

## **August 4, 2015**

Chairman Peter Peterson called the meeting to order at 9:00 AM with all present. Also in attendance were County Administrator Mike Pogge-Weaver, County Auditor Kim Saterbak, Amanda Ness, Sarah Utsch, and Stacey Oberg.

Chairman Peter Peterson asked if there were any changes to the agenda. There were none.

**08-04-15-01** Commissioner Fox moved and Commissioner Edward Pederson seconded to approve the agenda as presented. Motion carried unanimously.

**08-04-15-02** Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the Consent Agenda which consisted of: (1) Minutes from the July 21, 2015 Meeting. Motion carried unanimously.

**08-04-15-03** Commissioner Fox moved and Commissioner Edward Pederson seconded to approve the Commissioner warrants as follows: Revenue: \$30,165.20; Solid Waste: \$2,077.22; Road and Bridge: \$68,573.15; County Ditches: \$3,398.38; County Health Insurance: \$110.00; and Human Services, \$83.58 which includes the following bills over \$2,000: Central Specialties Inc., \$39,115.49; Commerford Construction Inc., \$6,239.27; Contech Construction Products, \$7,854.23; Maney International of Alexandria, \$4,104.42; Maximum Inc., \$3,350.00; Nelson International Div., \$6,202.61; Jan Nordmeyer, \$5,424.00; Prairie Five Rides, \$3,500.00; Upper MN Valley RDC, \$6,000.00; and Villard Implement Co., \$2,054.74. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Fox reported on Swift County Benson Hospital, Ditch #18, and SPCC. Commissioner Edward Pederson reported on the Ditch #18, Historical Society, Launching the Strategic Plan Team, Extension, and RDA. Commissioner Rudningen reported on the RASP Team, Extension, and the Radio Board. Commissioner Hendrickx reported on Prairie Waters Tourism, SPCC, Goff Public Relations Meeting, and RDC. Chairman Peter Peterson reported on Prairie Five Community Action Council and HRA.

Administrator Pogge-Weaver updated the board that the new Restorative Practices Coordinator, Will Warnock, started on Monday, August 3<sup>rd</sup>.

Chairman Peter Peterson opened the floor for Citizen's Comments. There were none.

Sarah Utsch and Stacey Oberg of CliftonLarsonAllen presented the 2014 audit to the board.

**08-04-15-04** Commissioner Rudningen moved and Commissioner Edward Pederson seconded to approve the 2014 audit as presented. Motion carried unanimously.

County Treasurer Ron Vadnais presented the 2015 2<sup>nd</sup> Quarter Financials Review.

County Auditor Kim Saterbak presented the 2015 Executive Departmental Budget Report.

HRA Executive Director Vicki Syverson presented the 2016 HRA Budget and Levy Request.

**08-04-15-05** Commissioner Hendrickx moved and Commissioner Fox seconded to approve the 2016 HRA Levy Request of \$145,000.00. Motion carried unanimously.

County Engineer Andy Sander requested the approval of the purchase of a flatbed truck.

**08-04-15-06** Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the purchase of a flatbed truck from Nolan Baker Ford for \$33,185.68 in addition to a dump body and hoist from Crysteel Truck Equipment for \$6,785.12. Motion carried unanimously.

County Engineer Andy Sander requested the approval of annual maintenance striping.

**08-04-15-07** Commissioner Fox moved and Commissioner Edward Pederson seconded to approve the bid for maintenance striping from AAA Striping Service Co. for \$30,449.01. Motion carried unanimously.

County Engineer Andy Sander requested the approval of the annual weed spraying of specific roadside ditches.

**08-04-15-08** Commissioner Rudningen moved and Commissioner Fox seconded to approve the bid for weed spraying from Holmgren Roadside Spraying, LLC for \$13,570.00. Motion carried unanimously.

Administrator Pogge-Weaver requested the approval of an MOU with Goff Public for Public Relations and Lobbying Services related to the Prairie Correctional Facility in Appleton.

**08-04-15-09** Commissioner Hendrickx moved and Commissioner Fox seconded to approve the MOU and allocate up to \$10,000 contingent upon the City of Appleton's participation. Motion carried 4-1 with Commissioner Rudningen opposing.

Administrator Pogge-Weaver further updated the board on the Strategic Plan including information on the RASP team's work on the organizational chart.

Auditor Saterbak requested, with no other interested parties having contacted the Auditor's Office, Gene Meyer be reappointed to the Upper MN Watershed District Manager position.

**08-04-15-10** Commissioner Fox moved and Commissioner Hendrickx seconded the reappointment of Gene Meyer to the Watershed District Manager position. Motion carried unanimously.

**08-04-15-11** Commissioner Rudningen moved and Commissioner Fox seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 10:58 AM.

WITNESSED:

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Peter Peterson, Chair

ATTEST:

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Michel Pogge-Weaver, Clerk of the Board



# Request for Board Action

BOARD MEETING DATE:  
August 18, 2015

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Emergency Management	REQUESTOR: Bill McGeary	REQUESTOR PHONE: 320-314-2153
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the 2015 EMPG Grant	
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: The MN Dept of Public Safety provides grants to cover part of the cost of staffing the Emergency Manger position. It requires board approve to make the grant application.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING: The grant will provide \$17,002 in reimbursement to the County.
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Was not submitted for review prior to completion of the board packet. Will review to form prior to final execution.	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None



<b>Minnesota Department of Public Safety (“State”)</b> Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101	<b>Grant Program:</b> Emergency Management Performance Grant 2015  <b>Grant Agreement No.:</b> A-EMPG-2015-SWIFTCO-00080
<b>Grantee:</b> Swift Co. Emergency Management 301 14th Street N., Box 288, Courthouse Benson, MN 56215	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 1/1/2015 <b>Expiration Date:</b> 12/31/2015
<b>Grantee’s Authorized Representative:</b> William McGearly Swift County Emergency Management 301 14th Street N., Box 288, Courthouse Benson, MN 56215 Phone: (320) 314-2153 e-mail: <a href="mailto:bill.mcgeary@co.swift.mn.us">bill.mcgeary@co.swift.mn.us</a>	<b>Grant Agreement Amount:</b> Original Agreement \$ 17,002.00  Matching Requirement \$ 17,002.00
<b>State’s Authorized Representative:</b> Matti Gurney Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101 Phone: 651-201-7422 <a href="mailto:Matti.Gurney@state.mn.us">Matti.Gurney@state.mn.us</a>	Federal Funding: CFDA 97.042 State Funding: none Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:  
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Emergency Management Performance Grant 2015 Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the Emergency Management Performance Grant 2015 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**  
*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

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

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

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

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

Grant Agreement No. A-EMPG-2015-SWIFTCO-00080 / PO# 3000035496

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

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

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

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

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

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

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

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Organization: Swift County

A-EMPG-2015-SWIFTCO-00080

Budget Summary

EMPG			
Budget Category	Award	Match	
Planning			
Wages and benefits	\$17,002.00	\$17,002.00	
<b>Total</b>	<b>\$17,002.00</b>	<b>\$17,002.00</b>	
<b>Total</b>	<b>\$17,002.00</b>	<b>\$17,002.00</b>	
<b>Allocation</b>	<b>\$17,002.00</b>	<b>\$17,002.00</b>	
<b>Balance</b>	<b>\$0.00</b>	<b>\$0.00</b>	



# Request for Board Action

BOARD MEETING DATE:  
August 18, 2015

## Commissioner's Report

### Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving increased credit card purchasing limits for certain employees.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Human Services has requested an increased credit card limit for Heather Giese and Bridgett Karels to \$1,000. These employees make authorized purchases for their clients which can cause issues with the current \$500.00 limit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING: n/a
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### Review/Recommendation

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



# Request for Board Action

BOARD MEETING DATE:  
August 18, 2015

## Commissioner's Report

### Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider local county approval on an application from Northern Lights Trails for an exempt permit to conduct lawful gambling in Swift Falls	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Northern Lights Trails is request board signoff on an application for an exempt permit to conduct lawful gambling. They are hoping to conduct their annual raffle on November 20th at Brinks Beer Joint and Grill in Swift Falls. Camp Lake township has signed off on the permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

### Budget Information

FUNDING: None
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Approved to form	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

**LG220 Application for Exempt Permit**

<p>An exempt permit may be issued to a nonprofit organization that:</p> <ul style="list-style-type: none"> <li>• conducts lawful gambling on five or fewer days, and</li> <li>• awards less than \$50,000 in prizes during a calendar year.</li> </ul> <p>If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.</p>	<p><b>Application Fee (non-refundable)</b></p> <p>Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>.</p> <p>Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.</p>
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**ORGANIZATION INFORMATION**

Organization Name: Northern Lights Trails Previous Gambling Permit Number: X04998-15-014

Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 41-1872708

Mailing Address: P.O. Box 153

City: Benson State: MN Zip: 56215 County: Swift

Name of Chief Executive Officer (CEO): Brent Hill

Daytime Phone: 320-843-9013 x18302 Email: Brent.Hill@NAES.com

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

Fraternal       Religious       Veterans       Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

**A current calendar year Certificate of Good Standing**  
 Don't have a copy? Obtain this certificate from:  
 MN Secretary of State, Business Services Division      Secretary of State website, phone numbers:  
 60 Empire Drive, Suite 100      [www.sos.state.mn.us](http://www.sos.state.mn.us)  
 St. Paul, MN 55103      651-296-2803, or toll free 1-877-551-6767

**IRS income tax exemption (501(c)) letter in your organization's name**  
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
 If your organization falls under a parent organization, attach copies of both of the following:  
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and  
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Brinks Beer Joint & Grill

Address (do not use P.O. box): 203 Danelz Ave

City or Township: Benson, MN Zip: 56215 County: Swift

Date(s) of activity (for raffles, indicate the date of the drawing): November 20th, 2015

Check each type of gambling activity that your organization will conduct:

Bingo\*       Paddlewheels\*       Pull-Tabs\*       Tipboards\*

Raffle (total value of raffle prizes awarded for the calendar year: \$ 2285.00)

\* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under **LIST OF LICENSEES**, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

<p style="text-align: center;"><b>CITY APPROVAL</b> for a gambling premises located within city limits</p> <p><input checked="" type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>BENSON</u></p> <p>Signature of City Personnel: <u><i>Brent Hill</i></u></p> <p>Title: <u>City Clerk</u> Date: <u>7-21-15</u></p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p style="text-align: center;"><b>COUNTY APPROVAL</b> for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p><b>TOWNSHIP (if required by the county)</b> On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: <u>Camp Lake</u></p> <p>Signature of Township Officer: <u><i>Scott Nelson</i></u></p> <p>Title: <u>Chairman</u> Date: <u>8-10-15</u></p>
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**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Brent Hill* Date: July, 17th, 2015  
(Signature must be CEO's signature; designee may not sign)

Print Name: Brent Hill

<p><b>REQUIREMENTS</b></p> <p><b>Complete a separate application for:</b></p> <ul style="list-style-type: none"> <li>• all gambling conducted on two or more consecutive days, or</li> <li>• all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p><b>Financial report to be completed within 30 days after the gambling activity is done:</b> A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p><b>MAIL APPLICATION AND ATTACHMENTS</b></p> <p><b>Mail application with:</b></p> <p><input type="checkbox"/> a copy of your proof of nonprofit status, and</p> <p><input type="checkbox"/> application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>. Make check payable to <b>State of Minnesota</b>.</p> <p><b>To:</b> Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p><b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the</p>	<p>application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format (i.e. large print, braille) upon request.



# Request for Board Action

BOARD MEETING DATE:  
August 18, 2015

## Commissioner's Report

### Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider appointing Eddie Massey to Revolving Loan Fund Loan Advisory Board	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: There is an opening on the Revolving Loan Fund Loan Advisory Board with the UMW RDC with the Laura Thomson's recent resignation. Eddie Massey of Appleton has agreed to serve on the committee.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

### Budget Information

FUNDING: None
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### Review/Recommendation

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

**RESOLUTION**

**APPOINTING EDDIE MASSEY TO THE  
REVOLVING LOAN FUND LOAN ADVISORY BOARD**

Motion by Commissioner \_\_\_\_\_ Seconded by Commissioner \_\_\_\_\_

**BE IT RESOLVED**, that Eddie Massey is hereby appointed the to Revolving Loan Fund Loan Advisory Board.

Adopted on a \_\_\_\_\_ vote by the Swift County Board of County Commissioners the 18th day of August 2015.

Swift County Board of Commissioners

\_\_\_\_\_  
Peter Peterson, Chairman

ATTEST:

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

Fox \_\_\_\_\_  
P. Peterson \_\_\_\_\_

Hendrickx \_\_\_\_\_  
Rudningen \_\_\_\_\_

E. Pederson \_\_\_\_\_

# 2015 Swift County Veterans Service Report

August 18<sup>th</sup>, 2015

## **Net Budget**

2012	\$151,428	\$117,833	78%
2013	\$137,918	\$116,999	85%
2014	\$128,290	\$101,403	79%

- **FY 15 Enhancement Grant \$7500**
  - Vetra Spec Records Management System
  - Radio/Newspaper Ads
  - Medical Opinions for Appeals
  - PBS Movie Premier

- **FY 16 Enhancement Grant Plans**
  - Office Computer Upgrade
  - Digital Scanner
  - Medical Opinions
  - Ads
  - Promotional Items/Grocery Cards

- **2014 Veterans Van**
  - 79 Van Trips
  - Van Revenue

2012	\$3636
2013	\$4129
2014	\$4764

- **MN State Soldiers Assistance** optical, dental, car repairs, furnace replacement, shingles, mortgage payments

2012	\$10,796
2013	\$44,229
2014	\$17,094
2015 to date	\$22,188

- Medical, Education, Compensation & Pension for Swift (\$ in 000's)

	<u>2012</u>	<u>2013</u>	<u>2014</u>
Veteran Pop.	898	886	945
Medical	\$ 2.042	\$ 2.591	\$ 2.508
Education & Employment	\$ .166	\$ .169	\$ .189
Compensation & Pension	\$ 2.561	\$ 2.852	\$ 3.325
Insurances	\$ .043	\$ .102	\$ .051
<u>Total of all benefits (millions):</u>	\$ 4.812	\$ 5.714	\$6.073

Office Initiatives:

PBS "Last Days in Vietnam" Movie Screening  
 Digitizing Files Into Vetra Spec Program  
 Collaboration with Swift County Human Services  
 Possible Appleton Monthly Outreach

- Questions?



# Request for Board Action

BOARD MEETING DATE:  
August 18, 2015

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Veteran Service Office	REQUESTOR: David Barrett	REQUESTOR PHONE: 320-842-5271
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: FY16 Veterans Enhancement Grant	
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: The MN Dept. of Veterans Affairs Enhancement Grant serves the purpose of providing outreach to our county veterans as well as enhancing operations of the county veterans service office. This grant has been key in bolstering the effectiveness of the Swift County Veterans Service Office in the past.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? FY15 Veterans Enhancement Grant Approved	

### Budget Information

FUNDING: N/A
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### Review/Recommendation

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

# Resolution of Swift County

BE IT RESOLVED by **Swift County** that the County enter into the attached **Grant Contract** with the Minnesota Department of Veterans Affairs (MNDVA) to conduct the following Program: **County Veterans Service Office Enhancement Grant Program**. The grant must be used to provide outreach to the county's veterans: to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in Minnesota Laws 2013 Chapter 142 Article 4. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by the **Swift County Board of Commissioners** that **David Barrett**, the **Swift County Veterans Service Officer**; be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the county.

WHEREUPON the above resolution was adopted at the **Regular Meeting of the Swift County Board of Commissioners** this **18<sup>th</sup> day of August 2015**.

*August 18<sup>th</sup>, 2015*

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*Board Chair 2015*

State of Minnesota  
SWIFT COUNTY

I, **Michel J. Pogge-Weaver**, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the **Swift County Board of Commissioners** of said **Swift County**, that I have compared the above resolution with the original passed and adopted by the Board of Commissioners of said **Swift County** at a **Regular** meeting thereof held on the **18<sup>th</sup> day of August 2015** at **9:00 AM** that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

In witness whereof, I have hereunto placed by my hand and signature this **18<sup>th</sup> of August 2015**, and have hereunto affixed the seal of Swift County.

---

*Swift County Administrator*

*(seal)*

**STATE OF MINNESOTA  
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

**COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM**

**GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and Swift County, 301 - 14th Street North, P.O. Box 286, Benson, MN, 56215 ("Grantee").

**Recitals**

- 1 Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, the State is empowered to enter into this grant.
- 2 The State is in need of enhancing the operation of the County Veterans Service Offices. This grant must be used to enhance the operations of the Grantee's County Veterans Service Office under Minnesota Statutes §197.608, Subdivision 4(a), and should not be used to supplant or replace other funding.
- 3 The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Agreement**

**1. Term of Grant agreement**

- 1.1 **Effective date:** **July 1, 2015** or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.  
**The Grantee must not begin work under this grant agreement until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work, except as permitted by Minnesota Statutes §16B.98, Subdivision 11.**
- 1.2 **Expiration date:** **June 30, 2016**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

**2. Grantee's Duties**

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Conduct the County Veterans Service Office Operational Enhancement Grant Program by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2016, identified as Attachment A, which is attached and incorporated into this grant agreement.
- 2.3 If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2016, Attachment A, they shall submit a written request to the State's Authorized Representative listing the item, the estimated cost, and how the item will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from MDVA.

- 2.4 Upon the conclusion of this Project, the Grantee shall submit a Final Progress and Financial Report to MDVA, which shows all Tasks accomplished and separately accounts for all grant funds expended. If the Grantee is eligible for a grant under this Program in the following fiscal year, MDVA will not enter into a new grant agreement nor issue any payment, until the Final Progress and Financial Report for the current fiscal year has been received and approved. The Grantee must also certify compliance by completing and submitting the CVSO Operational Enhancement Compliance Report, Attachment E which is attached and incorporated into this grant agreement.
- 2.5 In the event that any provision of the Grantee's charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.6 Comply with the requirements specified in the MDVA Grants Manual, Attachment F, which is attached and incorporated into this grant agreement. In the event that any provision of the MDVA Grants Manual, Attachment F is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.7 If at any time during administering the grant, a personal or professional Conflict of Interest situation becomes apparent, the Grantee shall disclose that conflict immediately to the State Authorized Representative in writing (as provided for in the MDVA Grants Manual, Attachment F, specifically the Conflict of Interest Disclosure Form, Appendix E) to determine if corrective action is necessary.
- 2.8 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grants Manual (Attachment F), including a final inspection upon program completion.

### 3. Time

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

### 4. Consideration and Payment

**4.1 Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

- 4.1.1 **Compensation.** The Grantee will be paid an Advanced Payment lump sum of \$7,500 and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2016, Attachment A. To ensure compliance with the duties listed in Clause 2 "Grantee's Duties," Grantee will complete provided (Microsoft Excel Spreadsheets) Work Plan and Proposed Budget Expenditure Report, identified as Attachment B which is attached and incorporated into this grant agreement, and Progress Report and Final Budget Expenditure Report, identified as Attachment C which is attached and incorporated into this grant agreement. Grantee will submit Attachments B and C to the State consistent with the requirements specified in the MDVA Grants Manual, Attachment F.
- 4.1.2 **Travel Expenses.** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The Grantee will report travel and subsistence expenses on the Travel Expense Worksheet, identified as Attachment D, which is attached and incorporated into this grant agreement, or a similar worksheet as provided by the county, in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB).

Travel and subsistence expenses incurred outside Minnesota are not approved unless the Grantee has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$ 7,500 (SEVEN THOUSAND, FIVE HUNDRED DOLLARS).**

#### 4.2 Payment

- 4.2.1 **Invoices.** The State will promptly pay the Grantee an Advance Payment lump sum payment as specified in Clause 4.1.3 upon execution of this Grant agreement.
- 4.2.2 **Eligible Project Costs.** In order to be eligible for Project Grant Funds, cost must be reasonable, necessary, and allocated to the Project, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant to Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, and this Grant agreement.
- 4.2.3 **Unexpended Funds.** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's Duties, and shall promptly return to the MDVA any funds not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 60 days of the end of the grant period, whichever comes first.

#### 4.3 Contracting and Bidding Requirements.

- 4.3.1 **Invoices.** Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process.
- 4.3.2 Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- 4.3.3 Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.
- 4.3.4 Support documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- 4.3.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

### 5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment, or will return payment already received, for work found by the State to be **unsatisfactory** or performed in violation of federal, state, or local law. The Grantee will be bound to the current MDVA Grants Manual, Attachment F as provided by the State.

## 6. Authorized Representative

The State's Authorized Representative is **Brad Lindsay**, Deputy Commissioner, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12<sup>th</sup> Street, St. Paul, Minnesota 55155, 651-757-1582, [brad.lindsay@state.mn.us](mailto:brad.lindsay@state.mn.us) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant agreement.

The Grantee's Authorized Representative is **David Barrett**, CVSO Swift County, 301 - 14th Street North, P.O. Box 286 Benson, MN, 56215, (320) 842-5271, [dave.barrett@co.swift.mn.us](mailto:dave.barrett@co.swift.mn.us), or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

## 7. Assignment, Amendments, Waiver, and Grant agreement Complete

- 7.1 Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 Grant agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

## 8. Liability

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

## 9. State Audits

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

## 10. Government Data Practices and Intellectual Property

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

## 10.2 **Intellectual Property Rights**

10.2.1 **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents *created and paid for under this Grant Agreement*. The “works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Agreement. “Works” includes documents. The “documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Agreement. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this Grant Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the works and documents.

### 10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant agreement, the Grantee will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee’s or the State’s opinion is likely to arise, the Grantee must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

**11. Workers' Compensation**

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

**12. Publicity and Endorsement**

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

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

**13. Governing Law, Jurisdiction, and Venue**

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

**14. Termination**

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

14.2 **Termination for Cause.** The State may immediately terminate this Grant agreement if the State finds that there has been a failure to comply with the provisions of this Grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not commence the Project within six (6) months of the effective date of this Grant agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this Grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Grant Contract if:

14.3.1 It does not obtain funding from the Minnesota Legislature;

14.3.2 Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**15. Data Disclosure**

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

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

SWIFT Contract/PO No(s): \_\_\_\_\_

**2. GRANTEE: Swift County**

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

Grantee: \_\_\_\_\_

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

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

Grantee: \_\_\_\_\_

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

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

**3. STATE AGENCY: MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

Signed: \_\_\_\_\_  
(With delegated authority)

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

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

**Distribution:**

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



# Request for Board Action

BOARD MEETING DATE:  
August 18, 2015

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Environmental Services	REQUESTOR: Scott Collins	REQUESTOR PHONE: 320-843-2356
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### Agenda Item Details

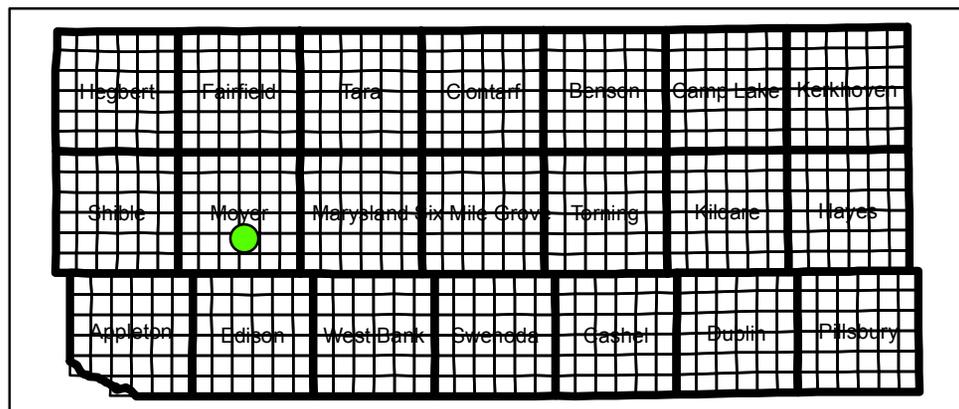
BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of a Conditional Use Permit #4997 requested by Dennis Smith (Owner) for expanding a feedlot from 475 Animal Units to 950 Animal Units of beef finish cattle and constructing a new 200' x 120' total confinement mono-slope shed located in the NW ¼ of Section 27 in Moyer Township.	
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: Feedlot expansion and construction of total confinement mono-slope shed. Required Conditional Use Permit per subsection 4.2 Code of Ordinances, Agricultural District 2. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING:
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Was not submitted prior to meeting	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None



Project: Expanding feedlot from 475 A.U.'s to 950 A.U.'s of beef finish cattle.

Owner: Dennis Smith

Legal: W 22.5 acres of the N ½ of the NW ¼ of Section 27, T-121, R42, except that part of said N ½ of the NW ¼.

**Proposed Special Conditions**  
**Dennis Smith**  
**Conditional Use Permit #4997**

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. Applicant's personnel must address all complaints, problems or concerns regarding public health, safety and welfare within 72 hours of presentation of the complaint. Copies of all complaints and responses addressed to them shall be submitted to Swift County Environmental Services.
3. Granting of the conditional use-permit shall be for the plans submitted with the initial application only.
4. All plans regarding approaches and access roads, as well as traffic control must be submitted to the township chairman.
5. Dead animals shall be disposed of in a manner consistent with the Minnesota Board of Animal Health and the Minnesota Pollution Control Agency (MPCA) requirements.
6. The permit holder shall allow the Zoning Administrator or MPCA staff to inspect the site whenever necessary. However, the Zoning Administrator shall provide a 24-hour notice in advance of any inspection that involves accessing the buildings in which the animals are confined.
7. An animal manure plan must be completed.
8. Drainage in the area cannot be negatively affected.
9. That a Good Neighbor Policy be in effect. Prior to spreading, the residents of dwellings within ¾ mile of agitation and spreading sited would be contacted to determine if they have any special events planned which may be affected by the spreading. If possible, another location or time would be chosen. Neighbors are encouraged to contact the applicant with any scheduled events in advance so as to help them plan manure application.
10. Reasonable measures will be taken to minimize offensive odor, fumes, dust and noise so that none of these will constitute a public nuisance.
11. This Conditional Use Permit #4997 shall expire one year from the date of issuance if the permit is not utilized.
12. Violation of any of the above stated conditions may result in revocation of the conditional use permit.



# Request for Board Action

BOARD MEETING DATE:  
August 18, 2015

## Commissioner's Report

### Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider adopting a resolution supporting Federated Telephone Cooperative Border to Border Broadband Development Grant and commit to financially backing the project subject to certain terms.	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: As previously discussed , Federated Telephone Cooperative is making application to the State of Minnesota for a Border to Border Broadband Development Grant. The project would install fiber to the premise to each property in the eastern half of the county as show in red on the attached map. The areas in light blue (Cities of Clontarf, Benson, Murdock, and Kerkhoven) are considered served and not eligible for funding through the grant.  The grant, if awarded, would cover up to 50% up to a maximum of \$5,000,000 of the project cost. Federated Telephone Cooperative is requesting that the County use its tax abatement bonding authority to cover the remaining through a loan to Federated Telephone Cooperative. With a total project cost now estimated at \$12,500,000 the county would be requested to finance up to \$7,500,000 of the project. The bond would be repaid over 20 years and Federated Telephone Cooperative has committed to make the bond payments. Since this is a change in the request from 2014, it is currently being reviewed by the County's bonding counsel in order to determine that the County has the authority to make such a commitment. If bonding counsel determines the County has the authority it will be up to the board to decide if we should support the project.  In order to proceed; the attached resolution needs to be adopted by the board by the grant's September 15, 2015 deadline.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Reviewed at the board's Oct 7, 2014, Oct 21, 2014, and July 24, 2015 board meetings.

### Budget Information

FUNDING:	The County's portion of the project (approximately \$7,500,000) would be covered via a tax abatement bond and Federated Telephone Cooperative has committed to repay the bonds.
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Currently under review in consultation with the County's bonding council.	RECOMMENDATIONS: Review and consider taking an action.
COMMENTS: None	COMMENTS: None

**RESOLUTION OF SUPPORT FOR FEDERATED TELEPHONE COOPERATIVE  
2015 BORDER TO BORDER BROADBAND DEVELOPMENT GRANT**

**WHEREAS, SWIFT COUNTY** is aware of Federated Telephone Company’s intent to apply for the Broadband Development Grant Program to be submitted to the State of Minnesota in September 2015 for funding to provide fiber to the premise in rural SWIFT COUNTY to areas that are underserved or unserved with broadband;

**WHEREAS, SWIFT COUNTY** agrees that broadband is an essential part of community infrastructure because it offers many opportunities including but not limited to: promoting access to government resources and information such as GIS, tax records, permits, or paying taxes online; opportunities to buy and sell goods especially for home-based businesses, offers access to healthcare including VA medical records for veterans and expands educational opportunities for all age;

**WHEREAS, the SWIFT COUNTY BOARD OF COMMISSIONERS** feel it is in the best interest of the County to endorse said project because having a variety of broadband options is an expectation of future residents and business and is directly connected to opportunities that could increase the economic prosperity in the County;

**WHEREAS, the BOARD OF COMMISSIONERS OF SWIFT COUNTY** realize that financing of broadband infrastructure is challenging and as a result are willing to be a financial partner in the above identified project;

**WHEREAS, the BOARD OF COMMISSIONERS OF SWIFT COUNTY** have determined that they have the financial capacity to assist with this project and will move forward with a bonding process of up to seven million five hundred thousand dollars (\$7,500,000.00) if grant funds are awarded;

**NOW, THEREFORE, BE IT RESOLVED,** that the SWIFT COUNTY BOARD OF COMMISSIONERS hereby endorses Federated Telephone Cooperative’s SWIFT COUNTY Fiber to the Premise project, supports their efforts to increase broadband access in SWIFT COUNTY and as a financial partner commits to the bonding and lending process on behalf of the project and through a designated lending organization acceptable to the County and will lend proceeds to Federated Telephone Cooperative, subject to the provisions of Minnesota Statutes, Sections 469.1812 to 469.1815 and upon successful lender and County review.

**I CERTIFY THAT** the above resolution was adopted by the BOARD OF COMMISSIONERS of SWIFT COUNTY on this 18<sup>th</sup> day of August.

**SIGNED:**

**WITNESSED:**

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title and Date

\_\_\_\_\_  
Title and Date

# Broadband Service Inventory

Areas Unserved by Wireline Broadband at 25 Mbps Download/3 Mbps Upload

Swift County  
Minnesota

Data is current as of  
February 28, 2015



This map was prepared by Connected Nation under contract with the Minnesota Department of Employment and Economic Development. The map represents areas of broadband service availability based on provider data submitted to and analyzed by Connected Nation and modified based on validation tools. While not reflected on the map, wireless broadband services may also be available.

Additional maps and data are available at  
<http://mn.gov/deed/programs-services/broadband/maps-tests>

Upon request, this information can be made available in alternate formats for people with disabilities by contacting the DEED Office of Broadband Development at 651-259-7610.



- Interstate
- US Road
- Local Road
- Municipal Boundary
- County Boundary
- Water
- Wireline Broadband of at Least 10M/5M
- Underserved Area (Wireline Broadband of At Least 25M/3M but Less Than 10M/5M)
- Unserved Area (No Wireline Broadband of At Least 25M/3M)

0 1.25 2.5 5 Miles

Submit questions or recommended changes to:  
DEED.broadband@state.mn.us

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