

Notice & Agenda

Swift County Board of Commissioners

Wednesday, December 6, 2017

5:00 PM

Benson City Council Chambers – 1410 Kansas Ave, 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>
5:00 p.m.		Call to Order and Roll Call
5:01 p.m.		Approve Agenda
5:03 p.m.		Consent Agenda
	1-2	(1) Minutes from the November 21, 2017 Meeting
	3-15	(2) Consider approving the Clifton Larson Allen engagement letter
	16-18	(3) Consider two HRA board members renewing their appointment to the HRA board. Karla Schmidt representing the Appleton area and Julie Commerford is representing the Danvers area
	19-20	(4) Consider approving resolution MN AIS program
	21-22	(5) Consider approving resolution MN DNR Grant in aids program
		(6) Consider approving the Swift County Emergency Operations Plan
	23-24	(7) Consider approving of the annual Human Services contracts
5:04 p.m.		Consider Approval of Commissioner warrants and review Auditor warrants
5:05 p.m.		Commissioner and Board reports
5:25 p.m.		County Administrator report
5:28 p.m.		Citizens Comments
5:30 p.m.	25-32	Second Reading of the Buffer Ordinance
5:40 p.m.	33-40	Scott Collins, Environmental Services Consider approving a Conditional Use Permit for Larson Gravel to establish an Off Highway Vehicle Park in an existing gravel pit to use in conjunction with Swift County's Off Highway Vehicle Park. Conditional Use Permit to the City of Appleton to establish an Off Highway Vehicle Park in an existing gravel pit to use in conjunction with Swift County's Off Highway Vehicle Park.
5:50 p.m.	41-42	Kim Saterbak, County Auditor Consider approval of the Auditor to prepare and submit a grant application to the Minnesota Secretary of State
6:00 p.m.		Other Business
		Possible Break
6:15 p.m.		Truth-in-Taxation Hearing County Administrator Kelsey Baker
6:30 p.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

November 21, 2017

Chairman Rudningen called the meeting to order at 9:02 AM with all members present. Also present: County Administrator Kelsey Baker, County Attorney Danielle Olson, County Auditor Kim Saterbak, County Assessor Wayne Knutson, Environmental Services Director Scott Collins, Human Services Director Catie Lee, and Sheriff John Holtz.

Chairman Rudningen asked if there were any changes or additions to the agenda. There were none.

11-21-17-01 Commissioner E. Pederson moved and Commissioner Fox seconded to approve the agenda as presented. Motion carried unanimously.

11-21-17-02 Commissioner Fox moved and Commissioner Hendrickx seconded to approve the Consent Agenda items: (1) Approval of Minutes from the November 7, 2017 Regular Meeting, (2) Approval of the 2018-2019 County Feedlot Program Delegation Agreement Work Plan, (3) Approval to purchase recycling containers for Swift County Residents (4) Approval of Daycare Loan Request, (5) Approval of DNR Grant for Reimbursement for the years 2018 and 2019 for \$10,284.00. Motion carried unanimously.

11-21-17-03 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the Commissioner warrants as follows: Revenue: \$420,188.72; Solid Waste: \$52,113.89; Road and Bridge: \$36,342.60; Human Services, \$91.26; County Health Insurance, \$1,744.00; Benson Postmaster, \$2,145.44; Bituminous Paving Inc, \$3,659.45; Don's Building Center, \$3,717.83; E & M Electric LLP, \$6,335.11; Glacial Plains Cooperative, \$16,723.69; Alan Golden, \$2,025.00; Kandiyohi County Sheriff's Dept., \$9,613.32; MN Counties Intergovernmental Trust, \$2,500.00; MN Dept. of Transportation, \$3,006.22; MN Pollution Control, \$13,288.94; Pflipsen Trucking LLC, \$15,414.38; Southside Body Shop & Glass, \$7,944.66; Sussner Construction Inc., \$366,985.00; Swift County Environmental Services, \$4,000.00; TrueNorth Steel, \$2,700.00; Van Heuveln General Contracting Inc., \$21,375.00; Waste Management of Northern Minnesota, \$12,581.20; Wold Architects & Engineers, \$6,119.50; Yellow Medicine County Jail, \$28,202.61. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on Countryside Public Health and Building Committee. Commissioner Gary Hendrickx reported on AMC Human Services meeting and Southern Prairie. Commissioner Fox reported on Chippewa River Watershed, Woodland Centers, Wellness Committee, Restorative Practices and Pomme de Terre. Commissioner E. Pederson reported on DAC and SWCD. Chairman Rudningen reported on Prairie Lakes Youth, AMC District Meeting, and Building Committee.

Administrator Baker reported on the Countryside Public Health Construction Deadline, Courthouse Construction Update, Personnel Update and AMC Annual Conference attendance.

Chairman Rudningen asked for citizens comments. There were none.

Jon Panzer, Eric Turnquist and Jane Stassen gave a Swift County Fair Update and answered questions. A discussion was held and no action was taken by the board.

Environmental Services Director Scott Collins requested approval to purchase a Tennant Sweeper, answered questions and a short discussion was held.

11-21-17-04 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the sweeper request. Motion carried unanimously.

The board recessed for a short break at 9:57 AM.

The board reconvened at 10:01 AM.

11-21-17-05 Commissioner Fox moved and Commissioner E. Pederson seconded to open the public hearing on the first reading of the buffer ordinance. Motion carried unanimously.

The Public Hearing for the buffer ordinance was opened at 10:01 AM. Citizen comments were received.

11-21-17-05 Commissioner Fox moved and Commissioner E. Pederson seconded to approve the first reading of the buffer ordinance. Motion carried unanimously.

The Public Hearing for the buffer ordinance was closed at 10:35 AM.

Parks and Drainage Supervisor Michael Johnson provided an update of the three-year plan on the County Ditch Systems.

Sheriff Holtz requested approval on five-year contract with Motorola, answered questions and a discussion short discussion was held.

11-21-17-06 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve awarding the bid. Motion carried 4-1 with Commissioner Pederson opposing.

Human Services Director Catie Lee and Fiscal Supervisor Gary Jensen updated the board on Human Services.

Administrator Baker updated the board on the Swift County Emergency Operations Plan availability and advised it would be on the consent agenda at the following board meeting.

11-21-17-07 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 10:53 AM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator



Request for Board Action

BOARD MEETING DATE:
December 6, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the CliftonLarsonAllen engagement letter	
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 have contracted for three years (2015, 2016 & 2017) with CliftonLarsonAllen to complete the annual audited financial statement for Swift County. The engagement letter defines the duties and responsibilities performed by Swift County and CliftonLarsonAllen. The engagement letter is signed each year. A copy signed by the Board of Commissioners shows their agreement to the terms and will need to be returned to CliftonLarsonAllen before work begins on the 2017 audited financial statements.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: Has been submitted for review	RECOMMENDATIONS: Click here to enter text.
COMMENTS: None	COMMENTS: None

October 31, 2017

County Board of Commissioners and Management
Swift County
301 14th Street N, PO Box 288
Benson MN 56215

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Swift County (“you,” “your,” or “the entity”) for the year ended December 31, 2017.

Douglas P. Host is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Swift County, as of and for the year ended December 31, 2017, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity’s basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management’s discussion and analysis
2. Budgetary comparison schedules
3. Schedule of funding progress – other postemployment health care benefits
4. Pension schedules

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards
2. Combining and individual fund statements
3. Other supporting schedules, as applicable
4. Schedule of the county’s proportionate share of the net pension liability
5. Schedule of the county’s contributions

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.
- Preparation of adjusting journal entries.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. The component units will be audited by other auditors and our report will refer to the other auditors to enable us to express our opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We will make reference to Johnson, Mattson, Smail, and Cavanaugh, PLLC's audit of Swift County Housing and Redevelopment Authority in our report on your financial statements. We will make reference to EideBailly's audit of Swift County-Benson Hospital in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information

complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance

with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review upon the beginning of audit fieldwork.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. You are also responsible for providing us access to component information, those charged with governance of components, component management, and component auditors (including relevant audit documentation and communications).

Management is responsible for providing us with, or making arrangements to facilitate (1) unrestricted communication between us and the component auditor(s) to the extent permitted by law or regulation; (2) communications between the component auditor(s), those charged with governance of the component(s), and component management, including communications of significant deficiencies and material weaknesses in internal control; (3) communications between regulatory authorities and the component(s) related to financial reporting matters; (4) access to component information, those charged with governance of the component(s), component management, and the component auditor(s) (including relevant audit documentation requested by us); and (5) permission to perform work, or request a component auditor to perform work, on the financial information of the component(s).

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and

content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes in conformity with U.S. GAAP and the Uniform Guidance based on information provided by you. Since the preparation and fair presentation of the financial statements and schedule of expenditures

of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.

- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit in December 2017. Please inform us of the planned timing of your year-end inventory procedures, and we may, depending on materiality, observe the counting of your year-end inventory procedures.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Minnesota Office of the State Auditor, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity.

Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim (“Dispute”) that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months (“Limitation Period”) after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

We estimate that our fees for these services for the 2017 audit will be \$52,500 (\$47,500 for the audit and \$5,000 for the preparation of the financial statements and notes). The fees above include auditing two major programs for single audit purposes, per year. The above fee includes travel and other out-of-pocket costs such as report production, word processing, postage, copies, telephone, etc. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will provide you with detailed explanations explaining the additional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

HIPAA Business Associate Agreement

To protect the privacy and provide for the security of any protected health information, as such is defined by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and the regulations and policy guidances thereunder (HIPAA), we acknowledge that Swift County and CLA have entered into a HIPAA Business Associate Agreement (BAA).

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the

information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Swift County's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement and the BAA.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Douglas P. Host, CPA
Principal
218-825-2948
doug.host@CLAconnect.com

Response:

This letter correctly sets forth the understanding of Swift County.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____



Request for Board Action

BOARD MEETING DATE:
December 6, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County HRA	REQUESTOR: Vicki Syverson	REQUESTOR PHONE: 320-843-4676
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Swift County HRA is asking to approve two board members renewing their appointment to the HRA board. Karla Schmidt representing the Appleton area and Julie Commerford is representing the Danvers area.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: Swift County HRA is a 7 member board of Swift County residents. Terms are staggered and they are set for a 5 year term. There is one that is a 3 year term. Attached are certificate of Appointment of Commissioners of the HRA board should these applicants be appointed.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? no	

Budget Information

FUNDING:

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a

**CERTIFICATE OF APPOINTMENT OF COMMISSIONER
To The Housing and Redevelopment Authority (HRA)
Of Swift County, Minnesota**

WHEREAS, the Board of Commissioners of Swift County, Minnesota held a duly authorized meeting on the 6th day of December, 2017 and

WHEREAS, at said meeting the following resolution was passed and adopted:

NOW THEREFORE, pursuant to the provisions of MSA 462.425, Sub. 7, Julie Commerford is hereby appointed to serve as Commissioner of the Housing and Redevelopment Authority of Swift County, Minnesota for a term of five (5) years starting Jan 2018.

IN WITNESS WHEREOF, I have here unto signed my name as Chairman of the Swift County Board and caused the official seal of said County of Swift to be impressed hereon this 6th day of December, 2017.

Chairman, County Board

County Administrator

**CERTIFICATE OF APPOINTMENT OF COMMISSIONER
To The Housing and Redevelopment Authority (HRA)
Of Swift County, Minnesota**

WHEREAS, the Board of Commissioners of Swift County, Minnesota held a duly authorized meeting on the 6th day of December, 2017 and

WHEREAS, at said meeting the following resolution was passed and adopted:

NOW THEREFORE, pursuant to the provisions of MSA 462.425, Sub. 7, Karla Schmidt is hereby appointed to serve as Commissioner of the Housing and Redevelopment Authority of Swift County, Minnesota for a term of Three (3) years starting Jan 2018.

IN WITNESS WHEREOF, I have here unto signed my name as Chairman of the Swift County Board and caused the official seal of said County of Swift to be impressed hereon this 6th day of December, 2017.

Chairman, County Board

County Administrator



Request for Board Action

BOARD MEETING DATE:
Dec. 6, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Drainage	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving resolution MN AIS Program	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Resolution needed for continued funding
BACKGROUND/JUSTIFICATION: Resolution needed by Dec. 31, 2017	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	N/A

Budget Information

FUNDING:

Review/Recommendation

COUNTY ATTORNEY:	COUNTY ADMINISTRATOR:
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 ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen
Action Vote

RESOLUTION
AQUATIC INVASIVE SPECIES PREVENTION AID

Motion by Commissioner _____

Seconded by Commissioner _____

WHEREAS, 2014 Session law Chapter 308 enacted by the Legislature provides Minnesota counties a County Program Aid Grant for Aquatic Invasive Species (AIS) prevention. The amount designated for each county is based on the number of watercraft trailer launches as well as the number of watercraft trailer parking spaces within each county. Swift County was allocated funds, and

WHEREAS, The legislation requires that Swift County must establish, by resolution or through adoption of a plan, guidelines for the use of the proceeds to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the county, and

WHEREAS, The county may appropriate the proceeds directly or may use any portion of the proceeds to provide funding for a joint powers board or cooperative agreement with another political subdivision, a soil and water conservation district in the county, a watershed district in the county, or a lake association located in the county. Any money appropriated by the county to a different entity or political subdivision must be used as required under this section, and

WHEREAS, The county must submit a copy of its guidelines for use of the proceeds to the Department of Natural Resources by December 31 of the year the payments are received, and

WHEREAS, Aquatic Invasive Species was discussed in the 2013-2023 Swift County Water Plan.

NOW, THEREFORE, BE IT RESOLVED That, The Board of Commissioners of Swift County, Minnesota, designates oversight of Swift County's AIS prevention efforts to the Swift County Parks and Drainage and delegates to them the responsibility to study, prepare, and implement a plan addressing countywide awareness related to the prevention and combating the spread and impacts of Aquatic Invasive Species and report annually regarding the allocation of funding in accordance with the AIS legislation.

NOW, THEREFORE, BE IT FURTHER RESOLVED That, The Board of Commissioners of Swift County, Minnesota, directs that Swift County AIS prevention aid may be used in the following ways: 1. Conduct Assessments; 2. Public Outreach; 3. Watercraft Inspection/Decontamination & Enforcement; 4. Monitoring, Early Detection & Rapid Response; 5. Management and Control; 6. Coordination and Partnerships; and 7. Support Evaluation.

Adopted on a ____ vote by the Swift County Board of County Commissioners the 6th day of December 2018.

Swift County Board of Commissioners

Eric Rudningen, Chair

ATTEST:

Kelsey Baker
Swift County Administrator

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Pederson ___



Request for Board Action

BOARD MEETING DATE:
Dec. 6, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Drainage	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving resolution MN DNR Grant in aids program	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Resolution needed for OHV Grant in aid
BACKGROUND/JUSTIFICATION: Existing resolution out dated 6/30/2017.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	N/A

Budget Information

FUNDING:

Review/Recommendation

COUNTY ATTORNEY:	COUNTY ADMINISTRATOR:
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 ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen
Action Vote

RESOLUTION
MINNESOTA TRAILS ASSISTANCE PROGRAM

Motion by Commissioner

Seconded by Commissioner

WHEREAS, the State of Minnesota has made available through the **Minnesota Trails Assistance Programs** for the purpose of maintaining an Off Highway Vehicle Park for Off Road Vehicles, All Terrain Vehicles and Off Highway Motorcycles, and

WHEREAS, the County of Swift desires to make available to its citizens and visitors, such an area for the aforementioned purposes, in harmony and keeping with its recreational plan, and

WHEREAS, the County of Swift is willing to operate, maintain and safeguard the facility as set forth in the Application and Agreement, attached hereto, and made a part thereof,

NOW THEREFORE, BE IT RESOLVED, that the Swift County Chairperson of the Board and the Swift County Auditor execute the aforesaid Application and make this resolution effective until June 30, 2019.

Adopted on a vote by the Swift County Board of County Commissioners the 6th day of December, 2017

Eric Rudningen, Swift County Chairperson

ATTEST:

Kelsey Baker
Swift County Administrator

Fox	___	Hendricks	___	E. Pederson	___
P. Peterson	___	Rudningen	___		



Request for Board Action

BOARD MEETING DATE:
December 6, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Human Services	REQUESTOR: Catie Lee	REQUESTOR PHONE: 320-843-6301
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approve Annual Human Services Contracts			
AGENDA YOU ARE REQUESTING TIME ON: Regular board		ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes	
IS THIS MANDATED? Most are		EXPLANATION OF MANDATE: County Board action needs to be taken to review and approve the Contracts	
BACKGROUND/JUSTIFICATION:			
Contracted Agent	Services Contracted	Date of contract	Changes from previous contract
New Beginnings	Semi-Independent Living Services	1/1/18-12/31/18	No Change
Geri's Paralegal Services	Court Related Services & Trans	1/1/18-12/31/18	No Change
Swift County – Benson Health Services	Mental health Transportation	1/1/18-12/31/18	No Change
Swift County DAC	Shredding Services	1/1/18-12/31/18	No Change
Swift County Homes Inc.	Semi-Independent Living Services	1/1/18-12/31/18	No Change
Heartland Girls Ranch	Corrections	1/1/18-12/31/18	2% Increase in rates
Guardian Care & Consulting	Guardianship Services	1/1/18-12/31/18	No change
Swift County DAC	DT&H Services	1/1/18-12/31/18	Change to per deim vs hourly will be a decrease in costs
Woodland Centers	Mental Health Rule 29	1/1/18-12/31/18	2% Increase in rates
Chippewa Family Services	Adult Protection Investigation	1/1/18-12/31/18	31% Increase due to LQPV dropping out of the agreement (approx.. \$4,000).
Lutheran Social Services	Treatment Foster Care	1/1/18-12/31/18	1.5% Increase
Lutheran Social Services	Family Based In-home Services	1/1/18-12/31/18	2% Increase

Countryside Public Health	Public Health Services	1/1/18-12/31/18	No Change
Someplace Safe	Parenting Time Center	1/1/18-12/31/18	No Change

The contracts are located in the drop box for your review.pack

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?

[Click here to enter text.](#)

Budget Information

FUNDING: Annual Budget

Review/Recommendation

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

SWIFT COUNTY BUFFER ENFORCEMENT ORDINANCE PURSUANT TO STATUTES SECTION 103F.48

1.0 STATUTORY AUTHORIZATION AND POLICY

- 1.1 **Statutory authorization.** This buffer ordinance is adopted pursuant to the authorization and policies contained in Minn. Stat. §103F.48, the Buffer Law as amended from time to time, Minn. Stat. §103B.101, subdivision 12a, authority to issue penalty orders, and the County planning and zoning enabling legislation in Minn. Stat. chapter 394.
- 1.2 **Purpose and intent.** It is the purpose and intent of the County to:
- (a) Provide for riparian vegetated buffers and water quality practices to achieve the following purposes:
 - (1) Protect state water resources from erosion and runoff pollution;
 - (2) Stabilize soils, shores and banks; and
 - (3) Protect or provide riparian corridors.
 - (b) Coordinate the implementation and enforcement of the water resources riparian protection requirements of Minn. Stat. §103F.48 with the shoreland management rules and ordinances adopted under the authority of Minn. Stat. §103F.201 to 103F.227 and the management of public drainage systems established under Minn. Stat. chapter 103E where applicable; and
 - (c) Provide efficient and effective direction to landowners and protection of surface water quality and related land resources.

2.0 DEFINITIONS AND GENERAL PROVISIONS

- 2.1 **Definitions.** Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have in common usage and to give this ordinance its most reasonable application. For the purpose of this ordinance, the words "must" and "shall" are mandatory and not permissive. All distances, unless otherwise specified, are measured horizontally.
- 2.1.1 **"APO"** means the administrative penalty order issued pursuant to Minn. Stat. §103F.48, subd. 7 and Minn. Stat. §103B.101, subd. 12a.
- 2.1.2 **"Buffer"** has the meaning provided in Minn. Stat. §103F.48, subd. 1(c).
- 2.1.3 **"Buffer protection map"** has the meaning provided in Minn. Stat. §103F.48, subd. 1(d) and which are available on the Department of Natural Resources website.
- 2.1.4 **"BWSR"** means the Board of Water and Soil Resources.
- 2.1.5 **"Cultivation farming"** means farming practices that disturb root or soil structure or that impair the viability of perennial vegetation due to cutting or harvesting near the soil surface.
- 2.1.6 **"Drainage authority"** has the meaning provided in Minn. Stat. §103E.005, subd. 9.
- 2.1.7 **"Landowner"** means the holder of the fee title, the holder's agents or assigns, any lessee, licensee, or operator of the real property and includes all land occupiers as defined by Minn. Stat. §103F.401, subd. 7 or any other party conducting farming activities on or exercising control over the real property.

- 2.1.8 **"Parcel"** means a unit of real property that has been given a tax identification number maintained by the County.
- 2.1.9 **"Public drainage system"** has the meaning given to "drainage system" in Minn. Stat. §103E.005, subd. 12.
- 2.1.10 **"Local water management authority"** has the meaning provided in Minn. Stat. §103F.48, Subd. 1(g).
- 2.1.11 **"Normal water level"** means the level evidenced by the long-term presence of surface water as indicated directly by hydrophytic plants or hydric soils or indirectly determined via hydrological models or analysis.
- 2.1.12 **"SWCD"** means Soil and Water Conservation District.
- 2.1.13 **"County"** means Swift County and its employees, designees or representatives.
- 2.1.14. **"Validation of Compliance"** means a notice issued by SWCD that validates that a site(s) is compliant and that said validation is good as long as all practices identified/documented continue to be in place and substantially in the condition identified at the time of issuance. Said notice shall be in recordable form.
- 2.2 **Severability.** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.
- 2.3 **Data sharing/management.**
- 2.3.1 The County may enter into arrangements with an SWCD, a watershed district if applicable, BWSR and other parties with respect to the creation and maintenance of, and access to, data concerning buffers and alternative practices under this ordinance.
- 2.3.2 The County will manage all such data in accordance with the Minnesota Data Practices Act and any other applicable laws.
- 2.4 **Delegation of Enforcement.** Nothing herein shall prevent the County from entering into an agreement with any other entity, authorized under statutes section 103F.48 to enforce buffer requirements, for the enforcement of buffer requirements within its jurisdiction according to this ordinance or other properly adopted enforcement rule. The County may delegate certain other functions under this ordinance to the SWCD under separate agreement.
- 2.5 **Drainage System Acquisition and Compensation for Buffer.** Nothing in this ordinance shall prevent the acquisition and compensation of grass buffers on public drainage systems pursuant to Minnesota Statutes chapter 103E.
- 2.6 **Notice.** Any notice or other communication to be provided herein shall be directed to the Landowner whose name and address appears on the County's Property Taxes Records and listed as the taxpayer. Notice on said Landowner shall be considered sufficient notice to all those who may be considered a Landowner as defined in Section 2.1.7.

3.0 JURISDICTION

- 3.1 **Jurisdiction.** The provisions of this ordinance apply to all waters, shown on the buffer protection map, excluding public drainage systems for which the County is not the drainage authority or a member of

joint drainage authority under Minn. Stat. chapter 103E, where another enforcement authority has elected enforcement jurisdiction.

4.0 BUFFER REQUIREMENTS

4.1 **Buffer width.** Except as provided in subsection 4.4 and 4.5, a landowner owning property adjacent to a water body identified on the buffer protection map must establish and maintain a buffer area as follows:

(a) For waters shown on the buffer protection map requiring a fifty (50) foot width buffer, the buffer width will be fifty (50) foot average and thirty (30) foot minimum width as provided in Minn. Stat. §103F.48, subd. 3 as measured according to subsection 4.2; and

(b) For waters shown on the buffer protection map requiring a sixteen and a half (16.5) foot minimum width buffer, the buffer width will be sixteen and a half (16.5) feet as provided in Minn. Stat. §103F.48, subd. 3 and as measured according to subsection 4.2. This subsection applies only if the County is the drainage authority.

4.2 **Measurement.**

(a) The width of any required buffer on land adjacent to a water requiring a fifty (50) foot average width and a thirty (30) foot minimum width buffer shall be measured from the top or crown of the bank. Where there is no defined bank, measurement must be from the edge of the normal water level as provided in Minn. Stat. §103F.48, subd. 3(c).

(b) The width of any required buffer on land adjacent to a water requiring a sixteen and a half (16.5) foot minimum width buffer shall be measured in the same manner as for measuring the vegetated grass strip under Minn. Stat. §103E.021, subd. 1 as provided in Minn. Stat. §103F.48, subd. 3(c).

4.3 **Use of buffer area.** Except as provided in sections 4.4 and 4.5 a buffer as defined in this ordinance may not be put to any use, included but not limited to cultivation farming, which would remove or prevent the permanent growth of perennial vegetation.

4.4 **Exemptions.** The requirement of section 4.1 does not apply to land that is exempted from the water resources riparian protection requirements under Minn. Stat. §103F.48, subd. 5.

4.5. **Alternative practices.** As provided in Minn. Stat. §103F.48, subd. 3(b) an owner of land that is used for cultivation farming may demonstrate compliance with subsection 4.1 by establishing and maintaining an alternative riparian water quality practice(s), or combination of structural, vegetative, and management practice(s) which provide water quality protection comparable to the water quality protection provided by a required buffer as defined in sections 4.1 to 4.3. The adequacy of any alternative practice allowed under this section shall be based on:

(a) the Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG);

(b) common alternative practices adopted and published by BWSR;

(c) practices based on local conditions approved by the SWCD that are consistent with the Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG); or

(d) other practices adopted by BWSR.

4.6 Compliance with other statute, ordinance or regulation. Where the provisions of any statute, other ordinance or regulation imposes greater restrictions than this ordinance, the provisions of such statute, other ordinance or regulation shall be controlling.

5.0 COMPLIANCE DETERMINATIONS

5.1 Compliance determinations. Compliance with the buffer requirements set forth in section 4 will be determined by the SWCD on a parcel by parcel basis. The compliance status of each bank, or edge of a watercourse on an individual parcel will be determined independently.

5.2 Investigation and notification of noncompliance. When SWCD identifies a potential noncompliance with the buffer requirements or receives a third party complaint from a private individual or entity, or from another public agency, it will consult with the County to determine the appropriate course of action to document compliance status. This may include communication with the landowner, inspection or other appropriate steps necessary to verify the compliance status of the parcel. On the basis of the evidence gathered in this process, the SWCD may issue a Notification of Noncompliance to the County. If the SWCD does not issue such a Notification, the County will not pursue a compliance or enforcement action under Minnesota Statutes §103F.48 and subsection 6.2. If the SWCD does issue such a Notification, the SWCD must include, for consideration by the County, a list of corrective actions needed to come into compliance with the requirements of Minn. Stat. §103F.48; a recommended timeline for completing the corrective actions; and a standard by which the SWCD will judge compliance with the requirements of Minn. Stat. §103F.48 after the corrective actions are taken.

At any time during process set forth in 5.2 and 5.3, the landowner may provide documentation of compliance to the SWCD.

5.2.1 Compliance determination. The SWCD will evaluate the available documentation, and/or evaluate and/or inspect the buffer and/or alternative practices to determine if the parcel is in compliance. Upon completion of the evaluation and/or inspection the SWCD shall issue a written compliance determination to the landowner, the County and BWSR. The SWCD may also issue a Validation of Compliance if applicable and requested by the landowner.

5.3 Corrective Action Notice. On receipt of an SWCD Notification of Noncompliance, the County will issue the landowner a Corrective Action Notice that will:

(a) include a list of corrective actions needed to come into compliance with the requirements of Minn. Stat. §103F.48;

(b) provide a timeline for completing the corrective actions;

(c) provide the standard by which compliance will be evaluated after the corrective actions are taken; and

(d) include a statement that failure to complete corrective actions and achieve compliance within the timeline provided may result in civil or administrative enforcement actions and the assessment of administrative penalties.

The County may send the landowner a combined Corrective Action Notice and APO as provided in section 6.2 so long as the combined Notice/APO includes all the required elements of both.

The County shall transmit the corrective action notice by either personal service to the landowner or by depositing the same in the U.S. Mail. If service is made by U.S. mail, the document is deemed received

three business days after the notice was placed in the U.S. mail. Failure of actual receipt of a corrective action notice that has either been personally served or served by depositing the same in the U.S. Mail shall not be deemed a defense in an enforcement proceeding under section 6.0. The County shall also send a copy of the Notice to the SWCD and BWSR.

Counties may modify the corrective actions and timeline for compliance, in accordance with section 5.2, to extend the compliance timeline for a modification that imposes a substantial new action or significantly accelerates the completion date for an action.

5.3.1 At any time after receipt of a corrective action notice, the landowner may provide documentation of compliance to the County. In addition, the landowner may supply information to the County or the SWCD in support of a request to modify a corrective action or the timeline for compliance. On the basis of any such submittal or at its own discretion, the County, after consulting the SWCD, may make a written modification to the Corrective Action Notice or timeline for compliance. The County, upon review and notification by the SWCD, should also make a written determination documenting whether the noncompliance has been fully corrected. Any such modification of a compliance determination will be served on the landowner in the manner provided for in section 5.3. The County shall provide the SWCD and BWSR a written copy of any modification made pursuant to this provision.

5.3.2 The SWCD may, after an evaluation of the evidence documenting compliance submitted by the landowner, issue a written Validation of Compliance if requested by the landowner. Upon receipt by the County of a written compliance determination issued by the SWCD, the Corrective Action Notice will be deemed withdrawn for the purpose of section 6.0, and the subject property will not be subject to enforcement under that section.

6.0 ENFORCEMENT

6.1 Administrative Penalty. The County may issue an APO as provided for in Minn. Stat. §§103F.48, subd. 7(b) and (c) and 103B.101, subdivision 12a to a landowner who has failed to take the corrective action as set forth in the corrective action notice. For the APO to be effective it must be served on the landowner together with a copy of the corrective action notice or alternatively the County may serve the landowner with a combined Corrective Action Notice and APO so long as the combined Notice/APO includes all the elements of both. Service is effective either by personal service or by depositing the documents set forth herein in the U.S. Mail. Any penalty assessed in the APO shall continue to accrue until the violation is corrected as provided in the Corrective Action Notice and APO.

6.2 Administrative Penalty Order (APO).

(a) Initial violation. The penalty for a landowner on a single parcel that has not previously been issued a corrective action notice by the County shall be:

- i. \$0 for 11 months after issuance of the Corrective Action Notice or during the schedule issued for taking correction actions, whichever is greater;
- ii. Up to \$200 per parcel per month for the first six (6) months (180 days) following the time period in i ; and
- iii. Up to \$500 per parcel per month after six (6) months (180 days) following the time period in ii.

(b) Repeat violation. The penalty for a landowner on a single parcel that has previously been issued a corrective action notice by the County shall be:

- i. Up to \$200 per parcel per day for 180 days after issuance of the subsequent Corrective Action Notice; and
- ii. Up to \$500 per parcel per day for after 180 days following the time period in i.

(c) Ongoing penalty assessment. Any penalty assessed under this section shall continue until the corrective action notice has been satisfied.

6.2.1 Penalty Determination. For administrative penalties imposed by the County, the County shall determine the severity of the noncompliance, intentional nature of noncompliance and frequency of noncompliance in determining the amount of violation. The amount of an administrative penalty will be based on considerations including the extent, gravity and willfulness of the noncompliance; its economic benefit to the responsible party; the extent of the responsible party’s diligence in addressing it; any noncompliance history; the public costs incurred to address the noncompliance; and other factors as justice may require. Upon appropriate findings, the County shall use the following table to determining a penalty amount:

Nature of Violation	Severity of Violation		
	Minor	Moderate	Substantial
Initial noncompliance (initial term)	\$50	\$100	\$150
Initial noncompliance (subsequent term)	\$200	\$300	\$400
Subsequent initial noncompliance (new parcel, initial term)	\$100	\$150	\$200
Subsequent initial noncompliance (new parcel, subsequent term)	\$300	\$400	\$500
Repeat noncompliance (same parcel, initial term)	\$100	\$150	\$200
Repeat noncompliance (same parcel, subsequent term)	\$300	\$400	\$500

6.2.2 APO. To be valid the APO shall include, at a minimum:

- i. The facts constituting the violation of the riparian protection and water quality practices requirements set forth in this section 4.0 of this ordinance or Minn. Stat. §103F.48 ;
- ii. The specific statute and/or ordinance section(s) that has/have been violated;
- iii. A written description of prior efforts to work with the landowner to resolve the violation;
- iv. The amount of the penalty to be imposed;
- v. The facts supporting the amount of the penalty;
- vi. The date the penalty will begin to accrue;
- vii. The date that payment of the penalty is due;
- viii. The date by which all or part of the penalty may be forgiven if the landowner has/have complied with the Corrective Action Notice; and
- ix. A statement of the landowner’s right to appeal the APO.

6.2.3 All or part of the penalty may be forgiven based on the correction of the noncompliance by the date specified in the APO by the landowner as provided in Minn. Stat. §103F.48, subd. 7(d).

6.2.4 A copy of the APO must be sent to the SWCD and BWSR.

6.2.5 An APO issued under this section may be appealed to the BWSR within 30 days of receipt by the landowner in accordance with the requirements set for the in Minn. Stat. §103F.48, subd. 9. Any APO that is not appealed within the 30 day period shall be deemed final.

6.3 Administrative Penalty Order Procedures

6.3.1 Statute of limitations. Any administrative enforcement proceeding including the issuance of an APO should be undertaken within three years after the alleged violations was discovered or reasonably should have been discovered by the SWCD. According to Minn. Stat. §541.07, the County has two years in which to commence an APO action after the date the violation is discovered. The goal is to complete the action as soon as reasonably practical, recognizing that situations for which data must be gathered, field investigations must be completed and/or modeling must be performed will require adequate time to complete the work and communicate with the landowner involved.

6.3.2 Compliance verification. Once a landowner has provided notice and submitted written evidence of correction of the violation set forth in the notice of compliance, compliance must be verified. The County will refer the landowner's evidence and notice to the SWCD to:

- i. Review and evaluate all information related to the corrective action notice or APO to determine if the violation has been corrected;
- ii. Verify compliance by site visit, re-inspection, examination of documentation, or other means as may be reasonable under the facts of the case; and
- iii. Document compliance verification.

The SWCD may consult with the County when conducting a compliance verification.

6.3.3 Right to appeal. Within 30 days after receipt of the APO, a landowner may appeal the terms and conditions of an APO issued by a County to BWSR as provided in Minn. Stat. §103F.48, subd. 9. The appeal must be in writing and must include a copy of the APO that is being appealed, the basis for the appeal and any supporting evidence. The appeal may be submitted personally, by U.S. mail, or electronically, to the Executive Director of BWSR.

6.3.4 Penalty due. Unless the landowner appeals the APO as provided in section 6.3.3 the penalty specified in the APO becomes immediately due and payable to the County as set forth in the APO. If, however, the landowner submits written documentation that the violations has been corrected prior to the time the penalty becomes due and payable the County shall verify compliance and adjust the penalty to an amount the landowner would have owed had the penalty been paid on the date the landowner submitted written documentation of compliance. Written documentation of compliance may include a written validation of compliance issued by the SWCD.

However, if the County determines the violation was not fully corrected, the County shall notify the landowner by issuing a written letter of determination and depositing it in the U.S. Mail. Any determination sent by U.S. Mail shall be deemed received three business days after the letter of determination has been deposited in the U.S. Mail. The landowner shall have an additional 20 days after receipt of the letter of determination to pay the penalty or the time period specified in the APO as issued, whichever is later. The penalty will continue to accrue until the violation is corrected as provided in the Corrective Action Notice and APO.

6.3.5 Referral for collection of penalty. All penalties and interest assessed under an APO must be paid by the landowner. All payments shall be made payable to the County. Any penalty or interest not received in the specified time may be collected by the County using any lawful means, including, if lawful, recovery by additional property tax or by recording a lien against the property.

6.3.6 Reporting and documentation. The SWCD shall maintain the following records for any potential violation of the riparian protection and water quality practices requirements. Said records shall include but are not limited to the following:

- iv. The cause of the violation;
- v. The magnitude and duration of the violation;
- vi. Documentation showing whether the violation presents an actual or imminent risk to public health and safety;
- vii. Documentation showing whether the violation has the potential to harm to the natural resources of the state;
- viii. A record of past violations;
- ix. Efforts by the SWCD, County, Watershed District or BWSR to assist the responsible party or parties to become compliant, including written and oral communications with the responsible party or parties ; and
- x. Past and present corrective action efforts by the responsible party or parties.



Request for Board Action

BOARD MEETING DATE:
December 6, 2017

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: Larson Gravel (Owner) & Swift County Parks & Drainage (Lessee)	
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: Conditional Use Permit to establish an Off Highway Vehicle Park in an existing gravel pit to use in conjunction with Swift County's Off Highway Vehicle Park. 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 ___ P. Peterson ___ J. Fox	
Action	Vote

Proposed Special Conditions
Larson Gravel Co., Inc./Swift County Parks & Drainage
Conditional Use Permit #5441

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. The permit holder shall comply with all applicable environmental rules and regulations as they may apply to the project.
3. All complaints, problems or concerns regarding public health, safety and welfare must be addressed by applicant's personnel 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.
4. Building, structure heights and excavation sites and their relationship to the adjacent airport property must be specified on site location map(s). This information is critical to ensure compliance with air space zoning surrounding the Appleton Municipal Airport and must be approved by the City of Appleton.
5. Granting of the conditional use permit shall be for the plans submitted with this initial plan only.
6. All plans regarding approaches, access roads, as well as traffic control must be submitted to the township chairman and the Swift County Highway Department.
7. No stock, overbearing, etc. shall be located less than 100 feet from the center line of a road or 75 feet from the right-of-way line, whichever is greater.
8. 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.
9. The pit owner or operator will repair roads that are damaged due to the activities of the pit to their pre-existing condition.
10. This Conditional Use Permit #5441 shall expire one year from the date of issuance if the permit is not utilized.
11. Violation of any of the above-stated conditions may result in revocation of the conditional use permit.

Michael Johnson
Jim Pfeifer

Swift County Parks, Drainage & Wetlands

Phone (320) 843-5341
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Cell (320) 760-0889

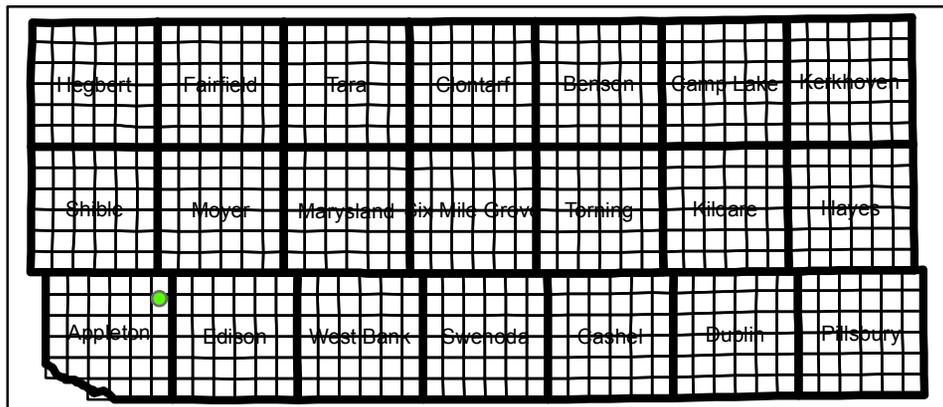


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Larry Larson, Larson Gravel, CUP Summary

Swift County Parks, Drainage & Wetlands applying for permit to use existing gravel pit as Off Highway Vehicle Park. To use in conjunction with existing Off Highway Vehicle Park. ATV, OHM and ORV technical trails will be constructed to industry standards.



Project: Use existing gravel pit as Off Highway Vehicle Park to use in conjunction with existing OHV Park.

Owner: Larson Gravel Co., Inc.

Legal: N 1/2 of the SE 1/4 & NE 1/4 except a piece of Section 1 & N 1/2 of NW 1/4 except a piece of Section 12, T-120, R-43 (Appleton Township) in Swift County, Minnesota.





Request for Board Action

BOARD MEETING DATE:
December 6, 2017

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: City of Appleton (Owner) and Swift County Parks & Drainage (Lessee)	
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: Conditional Use Permit to establish an Off Highway Vehicle Park in an existing gravel pit to use in conjunction with Swift County's Off Highway Vehicle Park. 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 ___ P. Peterson ___ J. Fox	
Action	Vote

Proposed Special Conditions
City of Appleton/Swift County Parks & Drainage
Conditional Use Permit #5442

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. The permit holder shall comply with all applicable environmental rules and regulations as they may apply to the project.
3. All complaints, problems or concerns regarding public health, safety and welfare must be addressed by applicant's personnel 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.
4. Building, structure heights and excavation sites and their relationship to the adjacent airport property must be specified on site location map(s). This information is critical to ensure compliance with air space zoning surrounding the Appleton Municipal Airport and must be approved by the City of Appleton.
5. Granting of the conditional use permit shall be for the plans submitted with this initial plan only.
6. All plans regarding approaches, access roads, as well as traffic control must be submitted to the township chairman and the Swift County Highway Department.
7. No stock, overbearing, etc. shall be located less than 100 feet from the center line of a road or 75 feet from the right-of-way line, whichever is greater.
8. 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.
9. The pit owner or operator will repair roads that are damaged due to the activities of the pit to their pre-existing condition.
10. This Conditional Use Permit #5442 shall expire one year from the date of issuance if the permit is not utilized.
11. Violation of any of the above-stated conditions may result in revocation of the conditional use permit.

Michael Johnson
Jim Pfeifer

Swift County Parks, Drainage & Wetlands

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Cell (320) 760-0889

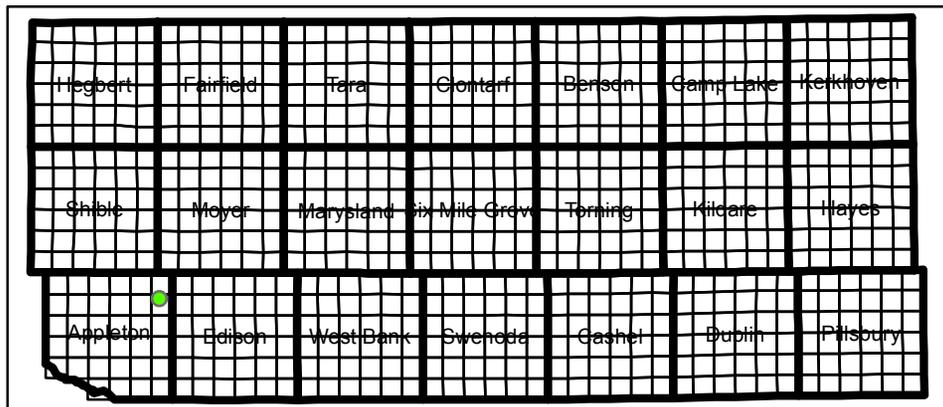
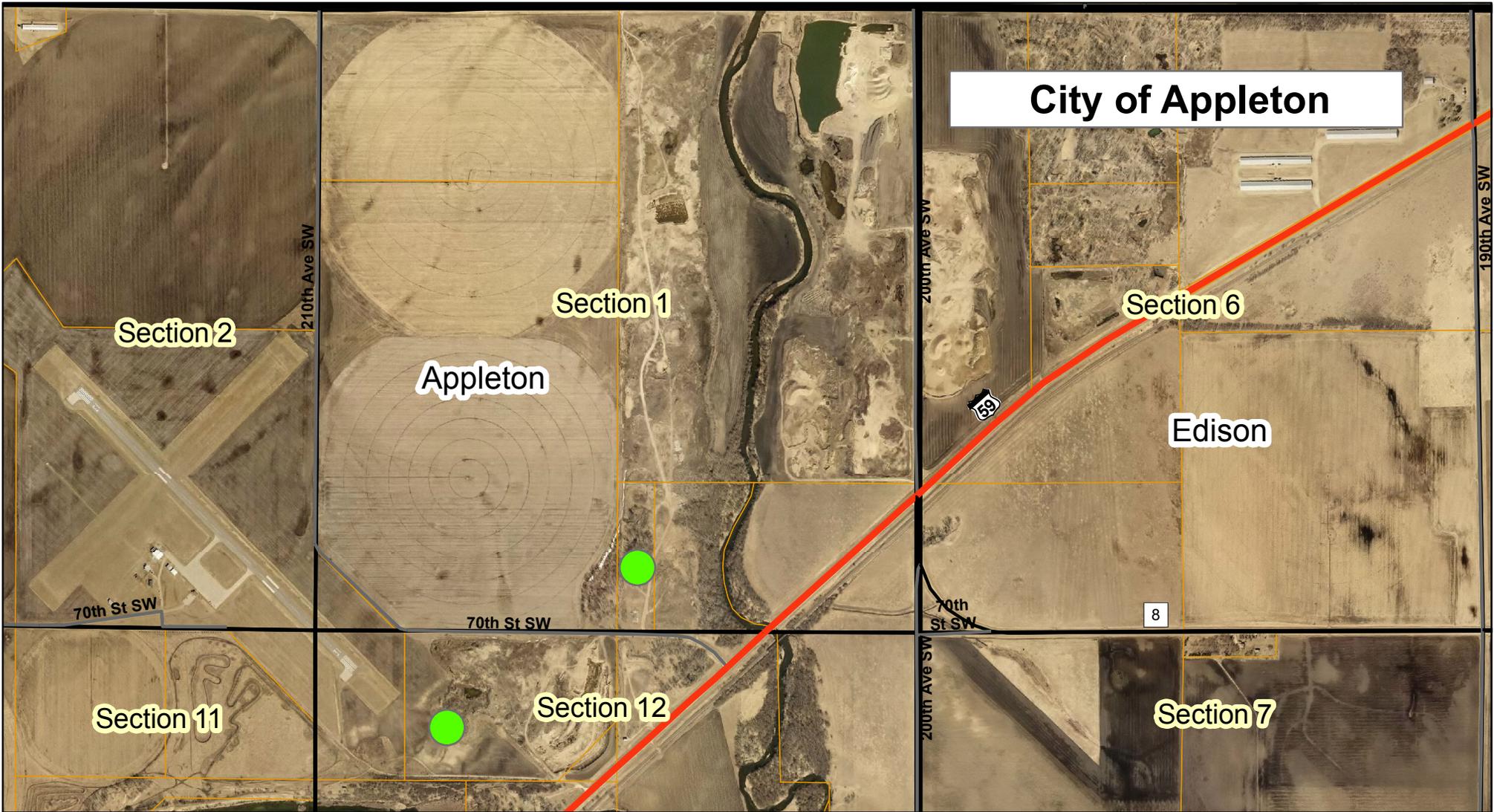


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e-mail: jim.pfeifer@co.swift.mn.us

City of Appleton CUP Summary

Swift County Parks, Drainage & Wetlands applying for permit to use existing gravel pit as Off Highway Vehicle Park. To use in conjunction with existing Off Highway Vehicle Park. ATV, OHM and ORV technical trails will be constructed to industry standards.



Project: Use existing gravel pit as Off Highway Vehicle Park to use in conjunction with existing OHV Park.
 Owner: City of Appleton
 Legal: W 330' of the S 1/2 of the SE 1/4 W of the River of Section 1 & a part of the N 1/2 of the NW 1/4 of Section 12 of T-120, R-43 (Appleton Township) in Swift County, Minnesota.





Request for Board Action

BOARD MEETING DATE:
December 6, 2017

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider authorizing the Auditor to prepare and submit a grant application to the Minnesota Secretary of State.	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Resolution by the Board of Commissions is required for this grant application
BACKGROUND/JUSTIFICATION: Swift County is eligible to receive up to \$5,000 of grant funds per precinct from the Minnesota Secretary of State to purchase voting equipment. This is a matching grant depending on the type of equipment purchased. For optical scan or assistive voting devices, the county will need to match 50% of the cost. If electronic roster equipment is purchased, the county will need to pay 25% of the overall costs. Funds are expected to be awarded by January 31, 2018 and those funds must be used by August 31, 2019. If Swift County does not use these funds by August 31, 2019, we can return these funds to the Minnesota Office of Secretary of State without any penalty or further obligations.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Was submitted for review prior to the meeting	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None

RESOLUTION

AUTHORIZING COUNTY APPLICATION FOR VOTING EQUIPMENT GRANT

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that Swift County submit an application to the Minnesota Secretary of State for a request of grant funding of voting equipment system as provided in section 206.56, subdivision 8 and technology requirements of section 201.225 subdivisions 2; and

BE IT FURTHER RESOLVED, that upon approval of its application by the Secretary of State, Swift County may receive a grant up to \$5,000 per precinct to purchase any combination of optical scan counters (OS), assistive voting devices (AVD), or electronic rosters until the appropriation is exhausted; and

BE IT FURTHER RESOLVED, Swift County must agree to provide a local match at least equal to the amount of the grant received that is used for optical scan or assistive voting devices (i.e. at least 50% of total cost), and at least equal to one-fourth the amount of the grant received that is used for electronic rosters (i.e. at least 25% of the total cost); and

BE IT FURTHER REOLVED, that Kimberly Saterbak, County Auditor, is hereby authorized to submit this application for the above referenced grant; and

BE IT FINALLY RESOLVED, that if awarded funds cannot used by Swift County for the above mentions voting equipment systems, these grant funds will be returned to the Minnesota Office of the Secretary of State and Swift County will have no further liability for these funds.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of December 2017.

Swift County Board of Commissioners

Eric Rudningen, Chairman

ATTEST:

Kelsey Baker
Clerk of the Board

Fox ___
P Peterson ___

Hendrickx ___
Rudningen ___

E Pederson ___