

Notice & Agenda

Swift County Board of Commissioners

Wednesday, July 5, 2017

9:00 AM

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>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:03 a.m.		Consent Agenda
	1-2	(1) Minutes from the June 20, 2017 Meeting
	3	(2) Minutes from the June 20, 2017 Board of Equalization Meeting
	4-8	(3) Consider approving the 2017-2021 Marco Managed Voice contract
	9-11	(4) Consider awarding the IEA Project Bid to VCI Environmental
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Commissioner and Board reports
9:25 a.m.		County Administrator report
9:30 a.m.		Citizens Comments
9:35 a.m.		Jim Schwendemann
	12-13	FEMA Petition – Community Acknowledgment Request
9:50 a.m.		Rob Wolfington, Benson City Manager
	14-17	Pacific Avenue Mobility Improvements
		Other Business
10:15 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

June 20, 2017

Chairman Rudningen called the meeting to order at 5:00 PM with all Commissioners present. Also in attendance were County Administrator Kelsey Baker, County Auditor Kim Saterbak, Parks Drainage and Wetlands Supervisor Mike Johnson, County Assessor Wayne Knutson, Tara Ostendorf, Dave Jansen, and Amanda Ness.

Chairman Rudningen requested the addition of liquor licenses to the consent agenda and asked if there were any other changes to the agenda. There were no other changes.

06-20-17-01 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the agenda with the change noted. Motion carried unanimously.

06-20-17-02 Commissioner Fox moved and Commissioner Hendrickx seconded to approve the Consent Agenda which consisted of: (1) Minutes from the June 6, 2017 Regular Meeting Minutes, (2) Minutes from the June 6, 2017 Public Hearing, (3) Approval to increase credit card purchasing limits for certain employees, (4) Approval of a Tobacco-Free Building Policy effective June 20, 2017, (5) Approval of a request for Property Tax Abatement, and (6) Approval of tobacco licenses for the following businesses: East Honebrink LLC (dba Brinks 104 Club) and Brinks Beer Joint Bar & Grill. Motion carried unanimously.

06-20-17-03 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve the Commissioner warrants as follows: Revenue: \$137,113.07; Solid Waste: \$30,059.48; Road and Bridge: \$46,673.23; County Ditches: \$5,045.52; and Human Services: \$389.00 which includes the following bills over \$2,000: Albany Recycling Center, \$2,494.26; Amundson Peterson, \$6,500.00; Computer Professionals Unlimited Inc., \$5,953.32; Deputy Registrar, \$2,061.05; E & M Electric LLP, \$2,449.36; Institute for Environmental Assessment, \$6,174.39; Kandiyohi County Sheriff's Department, \$3,671.85; Overholser Properties LLC, \$3,250.00; Pflipsen Trucking LLC, \$15,723.24; Swift County Fair Association, \$17,000.00; Swift County Historical Society, \$18,962.00; Towmaster, Inc., \$31,324.72; Waste Management of Northern Minnesota, \$10,647.97; and Wold Architects & Engineers, \$55,456.56. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on HRA, MPCA Meeting, and Policy Committee. Commissioner Hendrickx reported on AMC District Meetings around the state. Commissioner Fox reported on Private Industry Council, District Meeting, Well-Being Committee, and Restorative Practices. Commissioner E. Pederson reported on Ditch #62 Public Hearing and SWCD. Commissioner Rudningen reported on Enhancing the Organization and Pioneerland Library System.

Chairman Rudningen asked for citizen's comments. There were none.

Administrator Baker reported on the Courthouse move, Courthouse pre-bid walk-thru, Countryside Public Health pre-construction meeting, Asbestos Bids, Health Insurance Recap, Summer Feeding Program, and Enhancing the Organization.

Supervisor Johnson and Board of Water and Soil Resources Board Conservationist Tara Ostendorf presented a resolution regarding the election of jurisdiction for the Minnesota buffer law.

06-20-17-04 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the resolution electing jurisdiction be given to Swift County. Motion carried unanimously.

Board members had a discussion on the option of increasing the wheelage tax. No action was taken by the

board.

Chairman Rudningen updated the board on the Solar Ordinance and a discussion followed.

Assessor Knutson presented an update on the Swift County Assessor's Office.

06-20-17-05 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 6:27 PM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, Administrator

DRAFT

SWIFT COUNTY BOARD OF APPEAL AND EQUALIZATION MINUTES
June 20, 2017

County Auditor Kim Saterbak called the meeting to order at 6:28 PM with all members present as well as County Administrator Kelsey Baker, County Assessor Wayne Knutson, and Amanda Ness. At the start of the meeting no members of the public were in the audience.

The County Board of Equalization members took an oath to fairly and impartially review market values and equalize as fairly as possible all values in the County.

Commissioner Hendrickx nominated Eric Rudningen as Chair.

06-20-17-01 Commissioner P. Peterson moved nominations cease and move the nomination of Eric Rudningen as chair. Commissioner E. Pederson seconded the motion. Motion carried unanimously.

Commissioner Rudningen took over the meeting as Chairman and asked the board for nominations for Clerk.

06-20-17-02 Commissioner P. Peterson nominated County Auditor Kimberly Saterbak as Clerk and Commissioner E. Pederson seconded the nomination. Chairman Rudningen called three times for further nominations. Motion carried unanimously to elect Kimberly Saterbak as Clerk.

Assessor Knutson presented the 2017 assessed values.

06-20-17-03 Commissioner Hendrickx moved and Commissioner E. Pederson seconded to accept the final property values. Motion carried unanimously.

A discussion was held regarding the local boards and the new requirement for appointments.

06-20-17-04 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to adjourn the Board of Appeal and Equalization Meeting. Motion carried unanimously and the meeting adjourned at 6:36 PM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kimberly Saterbak, County Auditor



Request for Board Action

BOARD MEETING DATE:
July 5, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: IT	REQUESTOR: Rob Lee	REQUESTOR PHONE: 320-843-6109
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a maintenance contract renewal for the county's IP phone system	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: This is for a 4 year maintenance agreement renewal for the county's IP phone system through Marco for \$37,110.00 It has been budgeted for in the 2017 Technology Committee budget 148-6604.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None



Marco Managed Voice for Mitel

Marco Managed Voice [MMV] Contract Information			
Bill To Name	Swift County Human Services	Contract Number	Renewal of CN114322-01
Address	410 21st Street South	Contract Start Date	June 26, 2017
City, State, Zip	Benson, MN 56215	Contract End Date	June 25, 2021
Location	Multiple As Listed	Billing Cycle	One Time
Account ID	SC1141	Salesperson	OBR001-Kristi O'Brien
Contact Name	Rob Lee	Renewals Rep/Invoice #	Terri Brakke

Included in Contract					
<i>Please list ALL hardware and applications that are covered by this contract</i>					
Qty	Item #	Description	ARID/Serial #	Annual	4 Yr. Total
1		Marco Service		\$6,417.00	\$25,668.00
		Mitel 3300 CXi II Controller	Human Services		
		Mitel 3300 CXi II Controller	Highway Dept		
		Mitel 3300 CXi II Controller	Courthouse		
		Mitel CXi II Controller	Attorney		
	54005193	Mitel MiVoice Software Assurance	Human Services	\$565.00	\$1,808.00
	54005193	Mitel MiVoice Software Assurance	Highway Dept	\$125.00	\$400.00
	54005193	Mitel MiVoice Software Assurance	Courthouse	\$733.00	\$2,346.00
	54005193	Mitel MiVoice Software Assurance	Attorney	\$125.00	\$400.00
	54005221	Mitel MiCollab Software Assurance	NuPoint-MAS	\$2,027.50	\$6,488.00

Exclusions from Contract					
<i>Please list ALL hardware and applications that are NOT covered by this contract</i>					
Qty	Item #	Description	ARID/Serial #	Price Each	Total

Contract Notes
<i>Please list ALL hardware, applications or other additions, changes or notables to this contract</i>
Four Year Total Pricing includes Multi-Year Discount applied

THIS IS NOT AN INVOICE. Tax and/or shipping charges may be added, where applicable.
***All Marco Managed Voice contracts have a coverage term of 1 year, unless otherwise noted.**

Annual Contract Total \$9277.50
Total Amount Due \$37,110.00

Marco Managed Voice Terms and Conditions

Terms, Conditions, and Definitions

For service as specified below on the equipment listed above, the undersigned agrees to pay in advance the Total Amount Due Marco, in accordance with the terms specified. Marco reserves the right to delay service if your regular account is delinquent.

The undersigned represents that they are the Owner of the equipment or that they have the Owner's authority to enter into this Agreement.

This Agreement is subject to acceptance by Marco. It takes effect on the Contract Start Date, and can be renewed at then prevailing rates, if accepted by the undersigned, unless either party provides written notice of its intent to cancel 90 days prior to its Contract End Date. Any manufacturer Software Assurance (SWA) fees are non-refundable. If this is a multi-year contract, early termination fees may be applicable.

Designation of Coverage

- **Contracted Coverage Period** – The period of coverage the Customer is paying for support. The options are 8:00 am -5:00 pm CT Monday through Friday, excluding Marco published holidays or an uplift to 24x7, 7 days a week. Customer's selected option is indicated below. (Assumes M-F 8x5 unless Option B is selected).
- **Standard Support Desk Hours** -- 8:00 am – 5:00 pm CT Monday through Friday excluding Marco published holidays. Manned 24x7 to report trouble. Email ITservice@marconet.com or call 800-847-3098 #2 for support outside of regular business hours (8-5).
- **Remote Access*** – Remote access is required for support. Additional charges may apply if remote access is not available.
- **PPM** – Principal Period of Maintenance (PPM) 8:00 am – 5:00 pm CT Monday – Friday, excluding Marco published holidays.
- **PPU** – Principal Period of Upgrades (PPU) 7:00 am – 7:00 pm CT Monday – Friday, excluding Marco published holidays.
- **Emergency Two Hour Response** - Marco provides an initial response to emergency trouble calls within 2 hours during the PPM. EMERGENCY is defined as a major service impacting event consisting of one or more of the following:
 - 1) No incoming or outgoing calls
 - 2) 40% of all telephones inoperative
 - 3) 20% of all outside lines inoperative
 - 4) Attendant console is inoperative or mainline target inoperable
- **Standard Next Business Day Preferential Response** – Marco responds the next business day to routine trouble calls.
- **Labor and Travel for Emergency or Standard Trouble Calls**—Labor and travel is included at no charge during the PPM.

- **Part Coverage and Service Labor Regarding Replacement Parts** – Replacement of currently covered, failed components will be shipped to the Customer. Replacement equipment and parts will be of equal quality of the original parts.
 - * Customer must also have current Software Assurance (SWA) in place through Mitel in order for Marco to obtain manufacturer support assistance for escalated troubleshooting or to upgrade software levels if needed to accommodate replacement hardware.

If the equipment, software, or licensing is not currently covered or not currently supported by the manufacturer, services will not be covered under this Agreement. At this point, services may be provided on a billable basis at Marco standard service rates in Marco’s discretion. Assumes “in stock” status at the distributor/manufacturer. If not available, Marco may provide an alternate solution as a temporary measure.
- **Remote Moves, Adds, and Changes (MAC)** – Remote access is required for support. If Marco is requested to go to the Customer site to perform MAC work, additional charges will apply at Marco standard service rates. Net-new setup or installation of additional equipment is not considered MAC work and will be billable at Marco standard service rates.
- **Software Updates** – Updates to correct any software errors that prevent your system from performing to published specifications are included during PPU. This assumes no hardware replacements or software licensing is required. If applicable, Customer will be responsible for hardware and or licensing purchases needed to support the software update.
- **Software Upgrades †** – Upgrades to keep your system at a minimum load to reflect manufacturer support requirements will be included in this Agreement, provided the Mitel operating system is able to be upgraded via software and the Customer has a current Mitel Software Assurance (SWA) in place. Upgrades that are able to be performed during the PPU (7 am – 7 pm CT) will be covered under this Agreement without additional labor charges. Upgrades that must be performed outside of the PPU will be billable at Marco standard service rates. Customer will be responsible for hardware purchases needed to support the upgrade. This Agreement does not include Microsoft Windows operating systems.

†Requires a minimum annual contract spend (Total Amount Due [annual term]) of \$2,400.00 (not including SWA). If Customer’s annual contract spend (not including SWA) is less than the minimum, labor to upgrade will be billable at Marco standard service rates. Customer must be on a Mitel manufacturer supported version (N-1) to qualify for Software Assurance and vendor support. Marco support will be at Marco’s discretion if Customer does not remain on a manufacturer supported version.

N-1 means the current release of software or 1 version behind. Versions older than N-1 are supported at Marco’s discretion only.
- **Handset Training** – Access to Web based training via manufacturer site.

*** All Marco Managed Voice contracts require remote access and full administrative rights. Onsite service will be billable at Marco standard service rates for an issue that could be resolved remotely.**

Not Covered

- **Overtime Labor** – Unless option B (24x7 coverage) is selected below, labor outside of the PPM will be billable at Marco standard service rates.
- **MAC On-Site Labor**—If on-site labor is required or specifically requested by Customer for Moves, Adds or Changes, services will be billed at Marco standard service rates.
- **Equipment and Labor Costs for Hardware Upgrades**
- **Facility Changes** - Any adjustments to the system necessitated by building or furniture changes.
- **Acts of God or Abuse** - Repairs necessitated by Acts of God such as lightning, water damage, fire, any other cause beyond Marco’s reasonable control, Customer misuse, and any other damage caused by other than normal use.
- **Virus or SPAM**—Any Virus or SPAM attack damage is not included in this Agreement.

- **Licensing or Patching of Operating System/Protection Software**—The Customer is responsible for keeping any PC/Server operating system licenses or patches current, as well as any protective Antivirus, Antimalware or Anti-Spam software current.
- **UPS**—Customer UPS may be tested for functionality, however it is the responsibility of the Customer to repair or replace batteries or UPS as required.
- **Telco** – Local and long distance line problems will be identified to the source. Carrier resolution will be the Customer or Customer’s agent responsibility. Billable charges may incur if the Carrier is found to be responsible for the outage, quality issues, or any other incident.
- **QoS** – Configuration, troubleshooting or assurance of QoS on Customer or vendor owned network equipment is not included in this Agreement.
- **Wireless** – Wireless handsets & wireless infrastructure (access points, controllers, etc.) are not included in this Agreement.
- **Misc** – Analog phones, Analog cordless phones, Non-manufacture headsets, Amplified handsets, Paging software or hardware, Card Access equipment, or expendable items such as Batteries, Line & Handset cords are not covered under this Agreement.
- **Servers and Infrastructure Networking Equipment, Switches, Routers and Other Devices** - that share or have voice services are not included in this Agreement.
- **End User/Client Applications**- are not included in this Agreement.
- **Fax Software and/or Hardware** – is not included in this Agreement.
- **Paging Software and/or Hardware** – is not included in this Agreement.
- **Alarm Notifications** – are not included in this Agreement. However, if alarm notifications are configured and identified by Customer, Customer may contact Marco for review and remediation under this Agreement.
- **Security Vulnerabilities** – Marco is not responsible for issues arising from known or unknown security vulnerabilities on Customer’s voice system, or network systems integrated with the voice system. This includes telephone system fraud or toll fraud, which is the unauthorized use of your phone lines to make long distance calls that are charged to you. Toll fraud is an illegal activity similar to computer hacking and is an industry-wide concern. You are responsible for taking action to prevent toll fraud.
- **Backups** – Marco is not responsible for managing scheduled backups of Customer’s voice system(s) covered under this Agreement.

* All Marco Managed Voice contracts require remote access and full administrative rights. Onsite service will be billable at Marco standard service rates for an issue that could be resolved remotely.

Coverage Election

- Standard Coverage** – Monday – Friday, 8:00 am – 5:00 pm CT [MSVOICE8X5]
- Standard Coverage, No Upgrade** – Monday – Friday, 8:00 am – 5:00 pm CT [MSVOICE8X5NOUPG]
- B. 24x7x365** —Labor and travel is included at no additional charge if purchased for 24 x 7 x 365 for Emergency or Standard trouble calls. [MSVOICE24X7]
- Addendum to Marco Managed Voice** – must attach documentation of any additions or deviations from standard contract language. Must include authorization by Marco Sales/Service leadership.

Marco Managed Voice [MMV] for Mitel Authorized Signatures	
Customer	
Accepted By	
Date	
Marco Representative	
Date	



Request for Board Action

BOARD MEETING DATE:
July 5, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the bid for Asbestos to VCI Environmental	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? Click here to enter text.	EXPLANATION OF MANDATE: Board review and approval
BACKGROUND/JUSTIFICATION:	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None



*Providing Trusted
Health and Safety Solutions*

June 28, 2017

Kelsey Baker
County Administrator
Swift Count Courthouse
301 – 14th Street North
Benson, MN 56215

**RE: Swift County Courthouse 2017 Asbestos Removal Project
IEA Project #201710525**

Dear Bryan:

As a result of the bid opening on June 23, 2017, VCI Environmental, Inc. (VCI) was found to be the low bidder. VCI's bid submittal was complete and in good order and the Institute for Environmental Assessment, Inc. (IEA) finds no reason not to award the above-referenced project to VCI.

IEA has requested the post-bid submittal package from VCI for review. Upon such review, and with the County's approval, IEA will notify VCI, in writing, that Swift County has accepted their Lump Sum Base Bid of \$73,052 to conduct work on the above-referenced project.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

IEA, Inc.

Collin Nelson
Senior Project Manager

cc File

INSTITUTE FOR ENVIRONMENTAL ASSESSMENT, INC.
www.ieasafety.com

BROOKLYN PARK
9201 West Broadway, #600
Brooklyn Park, MN 55445
763-315-7900
FAX 763-315-7920
800-233-9513

MANKATO
610 North Riverfront Drive
Mankato, MN 56001
507-345-8818
FAX 507-345-5301
800-233-9513

ROCHESTER
210 Woodlake Drive SE
Rochester, MN 55904
507-281-6664
FAX 507-281-6695
800-233-9513

BRAINERD
13432 Elmwood Drive, Ste. #5
Baxter, MN 56425
218-454-0703
FAX 218-454-0703
800-233-9513

MARSHALL
1420 East College Drive
Marshall, MN 56258
507-476-3599
FAX 507-537-6985
800-233-9513

VIRGINIA
5525 Emerald Avenue
Mountain Iron, MN 55768
218-410-9521
FAX 763-315-7920
800-233-9513

Swift County Courthouse

BID OPENING

IEA Project #201710525
June 23, 2017

Contractor	Lump Sum Base Bid	Unit Price #1	Unit Price #2	Unit Price #3	Unit Price #4	Unit Price #5	Unit Price #6	Bid Bond	Const. Sch. (Y/N)	Responsible Documents (Y/N)			Bid Acceptable (Y/N)
										A	A1	A2	
Dennis Environmental	\$168,480.00	\$150.00	\$6.00	\$11.00	\$117.00	\$117.00	\$1,200.00	5%	Y	Y	Y	Y	Y
ECCO Midwest	\$77,777.00	\$100.00	\$4.00	\$5.00	\$103.00	\$98.00	\$800.00	5%	Y	Y	Y	Y	Y
EnviroBate	No Bid	--	--	--	--	--	--	--	--	--	--	--	--
Environmental Plant Services	\$88,050.00	\$100.00	\$6.00	\$6.00	\$110.00	\$100.00	\$750.00	5%	Y	Y	Y	N	N
M.A.A.C.	\$113,700.00	\$125.00	\$4.25	\$7.00	\$110.00	\$105.00	\$500.00	5%	N	Y	Y	Y	N
Mavo Systems	\$129,890.00	\$110.00	\$20.00	\$6.00	\$100.00	\$97.00	\$1,000.00	5%	Y	Y	Y	Y	Y
Sterling Systems	No Bid	--	--	--	--	--	--	--	--	--	--	--	--
Titan Environmental	\$119,599.42	\$120.00	\$4.50	\$6.60	\$105.00	\$102.00	\$650.00	5%	Y	Y	Y	Y	Y
VCI Environmental	\$73,052.00	\$110.00	\$4.75	\$4.00	\$105.00	\$103.00	\$750.00	5%	Y	Y	Y	Y	Y

DEPARTMENT OF HOMELAND SECURITY - FEDERAL EMERGENCY MANAGEMENT AGENCY
COMMUNITY ACKNOWLEDGMENT FORM

O.M.B. NO. 1660-0015
 Expires February 28, 2014

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 1.38 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing and submitting the form. This collection is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0015). **NOTE: Do not send your completed form to this address.**

This form must be completed for requests involving the existing or proposed placement of fill (complete Section A) **OR** to provide acknowledgment of this request to remove a property from the SFHA which was previously located within the regulatory floodway (complete Section B).

This form must be completed and signed by the official responsible for floodplain management in the community. **The six digit NFIP community number and the subject property address must appear in the spaces provided below. Incomplete submissions will result in processing delays.** Please refer to the MT-1 instructions for additional information about this form.

Community Number: 270636

Property Name or Address: 205 Highway 12 SW Benson, MN 56215

A. REQUESTS INVOLVING THE PLACEMENT OF FILL

As the community official responsible for floodplain management, I hereby acknowledge that we have received and reviewed this Letter of Map Revision Based on Fill (LOMR-F) or Conditional LOMR-F request. Based upon the community's review, we find the completed or proposed project meets or is designed to meet all of the community floodplain management requirements, including the requirement that no fill be placed in the regulatory floodway, and that all necessary Federal, State, and local permits have been, or in the case of a Conditional LOMR-F, will be obtained. For Conditional LOMR-F requests, the applicant has or will document Endangered Species Act (ESA) compliance to FEMA prior to issuance of the Conditional LOMR-F determination. For LOMR-F requests, I acknowledge that compliance with Sections 9 and 10 of the ESA has been achieved independently of FEMA's process. Section 9 of the ESA prohibits anyone from "taking" or harming an endangered species. If an action might harm an endangered species, a permit is required from U.S. Fish and Wildlife Service or National Marine Fisheries Service under Section 10 of the ESA. For actions authorized, funded, or being carried out by Federal or State agencies, documentation from the agency showing its compliance with Section 7(a)(2) of the ESA will be submitted. In addition, we have determined that the land and any existing or proposed structures to be removed from the SFHA are or will be reasonably safe from flooding as defined in 44CFR 65.2(c), and that we have available upon request by DHS-FEMA, all analyses and documentation used to make this determination. For LOMR-F requests, we understand that this request is being forwarded to DHS-FEMA for a possible map revision.

Community Comments:

Community Official's Name and Title: *(Please Print or Type)*

Telephone No.:

Community Name:

Community Official's Signature: *(required)*

Date:

B. PROPERTY LOCATED WITHIN THE REGULATORY FLOODWAY

As the community official responsible for floodplain management, I hereby acknowledge that we have received and reviewed this request for a LOMA. We understand that this request is being forwarded to DHS-FEMA to determine if this property has been inadvertently included in the regulatory floodway. We acknowledge that no fill on this property has been or will be placed within the designated regulatory floodway. We find that the completed or proposed project meets or is designed to meet all of the community floodplain management requirements.

Community Comments:

Community Official's Name and Title: *(Please Print or Type)*

Telephone No.:

Community Name:

Community Official's Signature *(required)*:

Date:

APPLICATION FORM FOR SINGLE RESIDENTIAL STRUCTURE OR LOT AMENDMENTS TO NATIONAL FLOOD INSURANCE PROGRAM MAPS

eLOMA

A faster alternative to using the MT-EZ application is eLOMA. eLOMA is a web-based application that provides licensed land surveyors and professional engineers a system to submit simple LOMA requests to FEMA. Most requests that qualify for the MT-EZ application can be submitted to FEMA using eLOMA. You can find additional information about eLOMA at <https://hazards.fema.gov>.

Online LOMC

For requests that cannot be processed by eLOMA, FEMA has developed the Online LOMC tool to allow applicants to submit their requests electronically. This tool is a convenient way for applicants to upload all information and supporting documentation and check the status of their request online. Users can submit requests through this tool instead of filing the paper form via mail. You can find additional information about FEMA's Online LOMC Tool at www.fema.gov/online-lomc.

General Background Information

In 1968, the U.S. Congress passed the National Flood Insurance Act, which created the National Flood Insurance Program (NFIP). The NFIP was designed to reduce future flood losses through the adoption of local floodplain management regulations and to provide protection for property owners against potential losses through an insurance mechanism that allows a premium to be paid for the protection of those who need it most. The creation of the NFIP represented a major shift in Federal strategy from previous structural flood-control and disaster relief programs.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management ordinances that meet certain minimum requirements intended to reduce future flood losses. The community official or agency responsible for floodplain management in a community may be able to provide information that would be useful to a requester. This official or agency usually is responsible for engineering, public works, flood control, or planning in the community as well.

Use of Application Forms

The Department of Homeland Security's Federal Emergency Management Agency (DHS-FEMA) implemented the use of application forms for requesting revisions or amendments to NFIP maps for two reasons. First, the forms provide requesters with a comprehensive, step-by-step process to follow. This process provides the requester with assurance that all necessary information to support their request is being submitted to DHS-FEMA at one time, thus avoiding the need to go through an iterative process of providing additional information in a piecemeal fashion, which can result in a time-consuming and cost-intensive process. Second, use of the forms assures that the requesters' submissions are complete and more logically structured, and generally allows DHS-FEMA to complete its review in a shorter timeframe.

This form should be used to request that DHS-FEMA remove a single structure or a legally recorded parcel of land or a portion of a parcel, described by metes and bounds, certified by a Registered Professional Engineer or Licensed Land Surveyor, from a designated Special Flood Hazard Area (SFHA), an area that would be inundated by the flood having a 1-percent-annual-chance of being equaled or exceeded in any given year (base flood), via Letter of Map Amendment (LOMA).

* A LOMA is a letter from DHS-FEMA stating that an **existing** structure or parcel of land that has not been elevated by fill (i.e. the existing structure or parcel of land is on natural grade) would not be inundated by the base flood. **Fill** is defined as material from any source (including the subject property) placed that raises the ground to or above the Base Flood Elevation (BFE). The common construction practice of removing unsuitable existing material (topsoil) and backfilling with select structural material is not considered the placement of fill if the practice does not alter the existing (natural ground) elevation, which is at or above the BFE. **Fill placed before the date of the first NFIP map showing the area in an SFHA is considered natural ground.** You may consult with the community map repository or the community official or agency responsible for floodplain management to obtain previous editions of the NFIP map. In addition, digital copies of historic maps may be available on DHS-FEMA's Map Service Center (MSC). Interested parties may visit the MSC website at

News Release

June 27, 2017

Contact: Sue Roe

Office: 651-366-4268

Cell: 651-503-2467

Susan.Roe@state.mn.us

MnDOT taking applications for Minnesota Highway Freight Program funding

ST. PAUL, Minn. – Minnesota cities, counties and other government entities can apply for funding for highway and intermodal transportation projects that benefit freight movement through the Minnesota Department of Transportation’s Highway Freight Program.

The competitive program is designed to help meet the state’s freight transportation needs by improving the safety and mobility of freight transport.

About \$90 million is available for solicitation for state fiscal years 2019-2022. MnDOT may use 10 percent of the funding for intermodal projects that provide surface transportation to move freight in or out of public or private ports and waterways.

“MnDOT will select projects on the basis of freight volume, freight safety and mobility benefits, freight facility access, cost effectiveness and project readiness,” said Bill Gardner, director in the Office of Freight and Commercial Vehicles. “These projects have the potential to improve the efficiency of freight transport on any road, port or waterway in the state and as part of the National Highway Freight Network.”

Examples of highway projects are long term pavement fixes that provide clear freight benefits, turn and bypass lanes, intersection and interchange improvements, adding and widening of shoulders and bridge work to increase clearance.

Intermodal projects should increase the total number of additional annual container lifts, reduce handling and shipping time and reduce shipping costs.

Funding comes from the federal Fixing America’s Surface Transportation, or FAST Act, which created the Highway Freight Program to provide money to the state to make improvements that benefit freight movement.

Deadline for applying for the highway portion of the funding is Aug. 31, 2017. Deadline for applying for intermodal projects is Aug. 18, 2017.

Applications and more information are online at www.mndot.gov/ofrw/mhfp. Applications can be submitted electronically to FreightPlans.DOT@state.mn.us.

Questions about the solicitation may be directed to David.Tomporowski@state.mn.us or Nicole.George@state.mn.us.

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www.mndot.gov

Swift County Board of Commissioners

301 14th St N
P.O. Box 207
Benson, MN 56215
www.swiftcounty.com



Gary Hendrickx - District 1
Edward Pederson - District 2
Pete Peterson - District 3
Joe Fox - District 4
Eric Rudningen - District 5

July 5, 2017

Mr. David Tomporowski
Principal Planner
MnDOT Office of Freight and Commercial Vehicle Operations

Dear Mr. Tomporowski,

The purpose of this letter is to express Swift County's support for the City of Benson's 2017 Solicitation of federal funds through the Minnesota Highway Freight Program to construct the "Pacific Avenue Mobility Improvement Project." The Pacific Avenue Mobility Improvement Project includes the reconstruction of Pacific Avenue to provide year-round access and upgrade to a 10-ton roadway from 9th Street to 20th Avenue SE.

The BNSF Rail Line bisects the City of Benson. During manual switching operations, the train often blocks existing at-grade rail crossings for long periods of time in Benson's downtown. This leads to blocking all vehicles, including commercial freight vehicles, from conducting their day to day operations and has resulted in a disruption to area businesses as well as impatient driver behavior. These project issues were studied both by the City of Benson as part of the Benson Railroad Grade Separation Crossing Study completed in March of 2015 and the Minnesota Department of Transportation's (MnDOT's) 2014 Study for Improvements to Highway Rail Grade Crossings and Rail Safety Report.

The results of MnDOT's 2014 Study for Improvement to Highway Rail Grade Crossings and Rail Safety Report indicated the three crossings in Benson's downtown as #1, #8 and #15 in need for improvements of a total of 102 crossings evaluated throughout the state. The Benson 2015 Railroad Grade Separation Crossing Study identified that a grade separation of the BNSF Rail Line in Benson, MN is not feasible and alternative improvements need to be made within the City for both safety and mobility purposes. The Pacific Avenue Mobility Improvement Project is a direct recommendation from Benson's 2015 Study that provides a safe alternative route for all vehicular traffic to utilize when the downtown crossings are blocked. Pacific Avenue is currently an unpaved local roadway that parallels along the south side of the BNSF Rail Line connecting traffic from the downtown at-grade crossings, including US Highway 12, to the east to cross the Rail Line at 20th Avenue SE and connect directly back into US Highway 12.

Swift County was part of a diagnostic meeting that was held by the City of Benson during the City's 2015 study that included participation from Federal Railroad Administration (FRA), Burlington Northern Santa Fe (BNSF) Rail Line, the City of Benson, Torning Township, MnDOT Rail and MnDOT District 4. This meeting included discussion of the Benson Safety and Mobility improvement projects, which recommended the Pacific Avenue Mobility Improvement Project given that all parties were in agreeance that a grade separation of the BNSF Rail Line was not feasible. Additional support to the efforts made by the City of Benson to improve both safety and mobility in regard to rail operations can be found by the recent funding for upgrading the 20th Avenue SE at-grade crossing from a passive to a fully active crossing with 2-quadrant gates, lights and constant warning time.

Swift County supports the City of Benson in their pursuit for federal aid funds to construct the Pacific Avenue Mobility Project. Although the City of Benson has a population less than 5,000 and is not classified as a State-Aid City, the City has identified that they will supply 100% of the local match requirement for Minnesota Highway Freight Program grant if they are successful in their pursuit. The Cities 100% local match includes the required match for preliminary engineering, environmental clearance, final design plans, and construction costs required to complete the project in compliance with the grants funding source. Therefore, it has been identified, that Swift County is not required to sponsor the City for their MHFP grant pursuit.

Thank you for your consideration,

Sincerely,

Eric Rudningen
Swift County Board Chair