

Notice & Agenda

Swift County Board of Commissioners

Tuesday, June 17, 2014

5:30 PM

Swift County Courthouse LEC Conference Room – 301 14th St N, Benson, MN

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
5:30 p.m.		Call to Order and Roll Call
5:31 p.m.		Approve Agenda
5:33 p.m.		Consent Agenda
	1-2	(1) Consider approving June 3, 2014 Minutes
	3-4	(2) Consider giving consent for the Swift County HRA to apply a special assessment on property at 239 N Miles, Appleton in the amount of \$3,629.
	5-7	(3) Consider approving a request by the Swift County HRA to purchase a tax-forfeited property at 402 15th St S
	8-12	(4) Consider approving a grant contract from the State of Minnesota related to the PRISM project
	13-14	(5) Consider appointing an alternative to the PLS Board
	15	(6) Consider approval of tobacco licenses for the following businesses: Clontarf Municipal Liquor Store, Kerkhoven Handi Stop, Holloway Hideout, DeGraff Municipal Liquor Store, Brinks 104 Club.
5:34 p.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
5:35 p.m.		Commissioner and Board reports
5:50 p.m.		County Administrator report
5:55 p.m.		Citizens Comments
5:55 p.m.		Auditor Kim Saterbak
	16-17	Consider approving department petty cash funds and checking accounts for 2014
		Other Items
	18-19	SCBH Bond Refinancing
	20	Consider authorizing the solicitation of bids for a the construction of a new garage at the Courthouse
	21-29	Consider approving a Swift Planning Grant for the City of Benson in the amount of \$10,000 for planning work
	None	Discussion on driveway approaches
6:30 p.m.		Assessor Wayne Knutson Assessor Office Updates
7:00 p.m. (approx.)		Adjournment

Note: Swift County Board of Assessment and Equalization will meet immediately after the adjournment of the Swift County Board of Commissioners meeting.

SWIFT COUNTY BOARD MINUTES

June 3, 2014

Chairman Fox called the meeting to order at 9:00 AM with all members present as well as County Administrator Mike Pogge-Weaver, County Auditor Kim Saterbak and Amanda Ness. Tim Miller was in the audience.

Chairman Fox asked for any changes or additions to the agenda. None were reported.

06-03-14-01 Commissioner Peterson moved and Commissioner Rudningen seconded to approve the agenda as printed. Motion carried unanimously.

06-03-14-02 Commissioner Hendrickx moved and Commissioner Klemm seconded to approve the Consent Agenda which consisted of: (1) Minutes from the May 20, 2014 Meeting (2) Approval of a liquor license for East Honebrink (3) Approval of tobacco licenses for the following businesses: Don's Super Valu of Appleton, Casey's General Store #3268, Ascheman Uni-Mart & Deli Corp, Brink's Beer Joint & Grill, House of Spirits/City of Appleton and (4) Approval of increased credit card purchasing limits for certain employees.

06-03-14-03 Commissioner Peterson moved and Commissioner Rudningen seconded to approve the Commissioner warrants as follows: Revenue: \$67,223.55; Road and Bridge: \$86,937.12; Solid Waste: \$9,224.78; Welfare & Family Services: \$83.58; Revolving Loan Fund: \$40,000.00; County Health Insurance Fund: \$1,696.00; and Current/School District Agency: \$1,733,499.23 which includes the following bills over \$2,000: Ascheman Oil, \$3,309.17; Central Specialties Inc., \$24,531.58; Dooley Petroleum, Inc., \$24,653.03; Glacial Plains Cooperative, \$3,208.51; L.G. Everist, Inc., \$18,127.85; Nelson International Div., \$2,292.18; Nuss Truck Group Inc., \$3,755.10; Pioneerland Library System, \$29,241.00; Reliance Telephone, \$13,750.00; Swift County RDA, \$40,000.00; Treasurer, School Dist #2853, \$370,623.18; Treasurer, School Dist #768, \$39,380.58; Treasurer, School Dist #775, \$442,327.19; Treasurer, School Dist #777, \$879,923.59; Villard Implement Co, \$2,050.54; Waste Management of Northern Minnesota, \$8,497.30; and Yellow Medicine County Jail, \$6,880.12. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Fox reported on the AMC District Meeting, SPCC, and the Hospital Board. Commissioner Klemm reported on the AMC District Meeting, DAC, and Youth Programs. Commissioner Peterson reported on the AMC District Meeting and the Prairie Five Executive Committee. Commissioner Rudningen reported on the Technology Committee. Commissioner Hendrickx reported on the Prairie Waters Tourism, RDC Executive Committee, AMC District Meeting, and Planning and Zoning.

Administrator Pogge-Weaver notified the board that the City of Appleton is proposing to create a new Tax Increment Financing District to support the development of an industrial truck wash facility. Mr. Pogge-Weaver also updated the board on the audit which is taking place on site this week, the taxpayer service center which staff will begin moving into on June 9th, the hospital continuing to try to recruit new doctors and probably refinancing their bonds, and also the AMC District Meeting.

Tim Miller, candidate for Minnesota House 17A, introduced himself to the board and answered questions regarding his stance on key issues.

UMVRDC Executive Director Dawn Hegland updated the board on the Appleton Design Team visit that took place in April.

Brenda Semler, Youth Programs Director, presented the board with her Annual Report and some of the highlights of her program.

County Treasurer Ron Vadnais gave the board the Treasurer's Office Annual Report and reviewed the first quarter 2014 financials. Mr. Vadnais further asked the board to consider a taxpayer request to abate a late

property tax payment penalty. No action was taken by the board.

Environmental Services Director Scott Collins presented the board with amended Conditional Use Permit #4473 for an industrial track expansion with railroad spur for Alliance Energy Services, LLC (Owner).

06-03-14-04 Commissioner Peterson moved and Commissioner Rudningen seconded to approve the amendment to CUP #4473.

Mr. Collins proceeded to present the board with amended Conditional Use Permit #4470 for the construction of a facility to receive by truck and/or rail, store, and load bulk dry fertilizers for Glacial Plains Cooperative (Owner).

06-03-14-05 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the amendment to CUP #4470. Motion carried unanimously.

County Engineer Andy Sander and Assistant Engineer Paul Petrick presented the board with a Joint Powers Agreement with Grant County to oversee the district wide HSIP project SP 088-070-040.

06-03-14-06 Commissioner Hendrickx moved and Commissioner Klemm seconded to approve the Joint Powers Agreement with Grant County. Motion carried unanimously.

Mr. Sander and Mr. Petrick proceeded to request that the board approve an agreement with MnDOT to use CSAH 35 as a detour route and also to approve the final payment of \$8,264.93 to Commerford Gravel, Inc. for the 2013 gravel crushing contract totaling \$63,947.77.

06-03-14-07 Commissioner Peterson moved and Commissioner Klemm seconded to approve the detour agreement. Motion carried unanimously.

06-03-14-08 Commissioner Klemm moved and Commissioner Peterson seconded to approve final payment for 2013 gravel crushing. Motion carried unanimously.

Administrator Pogge-Weaver presented the board with a resolution approving the 2014-2016 Labor Agreement between AFSCME Local No. 2538 Human Services Unit and Swift County. The agreement includes a change to PTO for new hires and the option for existing employees, a participatory wellness program, a pro-rated withdrawal from severance pay for the VEBA and HSA employer contributions made in January for employees leaving mid-year, a one percent increase in January 2014, one percent in July 2014, two and a half percent in 2015, and one and a half percent in 2016.

06-03-14-09 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the 2014-2016 Labor Agreement between AFSCME Local #2538 Human Services Unit and Swift County. Motion carried unanimously.

Chairman Fox adjourned the meeting at 10:50 AM.

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
June 17, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County HRA	REQUESTOR: Vicki Syverson	REQUESTOR PHONE: 320-843-6612
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider giving consent for the Swift County HRA to apply a special assessment on property at 239 N Miles, Appleton in the amount of \$3,629.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: The Swift County HRA desires to make an emergency loan to the home owners at 239 N Miles in Appleton in order that they can complete repairs to the sanitary sewer servicing property. The property owners have attempted but have been unable to obtain traditional financing for the project due to the low amount involved. The Swift County HRA is request the Board consent for the ability to place a special assessment on property in the name of Swift County to secure the loan.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: The loan is being made with funding from the HRA.
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Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Reviewed and approved the loan to form.	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

RESOLUTION

**CONSENT FOR THE SWIFT COUNTY HRA TO APPLY A
SPECIAL ASSESSMENT ON CERTAIN PROPERTY**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the Swift County HRA desires to make an emergency loan to completed repairs to the sanitary sewer servicing property at 239 N Miles in Appleton; and

WHEREAS, the property owner has not been able to obtain financing for the project from other possible lenders.

BE IT RESOLVED, that the Swift County Board of Commissioners consents to the Swift County HRA applying a special assessment on property located at 239 N Miles in Appleton with a parcel number 22-0233-000 in the name of Swift County.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 17th day of June 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

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

Fox ___ Hendrickx ___ Klemm ___
Peterson ___ Rudningen ___



Request for Board Action

BOARD MEETING DATE:
June 17, 2014

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 a request by the Swift County HRA to purchase a tax-forfeited property at 402 15th St S	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Parcel #23-0450-000 was tax-forfeited to the State of Minnesota for failure to make property tax payments. Minnesota Statutes section 282.01, allows governmental subdivision of the state to purchase this parcel at a value less than market value plus special assessments. The sale of this parcel is in the public interest because a reduced price will lead to the development of affordable housing.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review prior to meeting	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Board Action

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

The Housing and Redevelopment Authority (HRA) is requesting the opportunity to purchase the tax forfeiture property listed as:

Lot 1, Block 7
McKinney's 1st
City of Benson

Physical Address:

402 14th Street S
Benson, MN 56215

HRA is offering to pay \$1 plus any special assessments and fees for this property.

This property will be developed as rental property to be used as a workforce housing site or for low-income housing.



Request for Board Action

BOARD MEETING DATE:
June 17, 2014

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 a grant contract from the State of Minnesota related to the PRISM project	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: While the grant is not required, the work that the grant funds is.
BACKGROUND/JUSTIFICATION: The State of Minnesota has designated grant money for the implementation of the Property Record Information System of Minnesota (PRISM) project. Swift County is set to receive \$3,529.41 from the State of Minnesota from this grant. This money will be used to offset some of the costs incurred by modifying the software to comply with PRISM data submission requirements; however, the actual cost to complete the required work is expected to be several times more than the grant we are receiving.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: The PRISM project

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will review prior to final execution	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Revenue ("STATE") and Swift County, 301 14th St N, PO Box 288, Benson, MN 56215 ("GRANTEE").

Recitals

1. Under Minn. Stat. 270 c 03 sub 1 the State is empowered to enter into this grant.
2. The State is in need of improved reporting of property tax data.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** June 1, 2014, or the date the State obtains all required signatures under Minnesota Statutes §16B.98 Subd. 5, whichever is later. Per Minnesota Statutes §16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** June 30, 2015 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

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

Comply with required grants management policies and procedures set forth through § 16B.97 subd. 4 (a) (1) and MN Session Law 2013 Chapter 142, Article 1, Section 14, subdivision 1.

The county will use the funding for the development, implementation, or maintenance of data collection and data processing systems that will facilitate improved reporting of property tax data on parcels and portions of parcels to the Commissioner of Revenue for analytical and administrative use.

These system changes are part of the Property Record Information System of Minnesota (PRISM) project.

3 Time

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

4 Consideration and Payment

4.1 Consideration. The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be paid a lump sum payment of \$3,529.41, after the grant contract is fully executed.

(b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written

approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation to the Grantee under this grant contract will not exceed \$3,529.41.

5 **Conditions of Payment**

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

6 **Authorized Representative**

The State's Authorized Representative is Heather Bestler, Property Tax Auditor/Treasurer Supervisor, phone: 651.556-4928, email address: heather.bestler@state.mn.us, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract.

The Grantee's Authorized Representative is Kimberly Saterbak, County Auditor, phone: 320.843-4069, email: kim.saterbak@co.swift.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Complete**

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 **Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 **Liability**

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

9 **State Audits**

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

10 Government Data Practices and Intellectual Property

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers' Compensation

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

12 Publicity and Endorsement

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

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

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

14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15 Data Disclosure

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

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. ' ' 16A.15 and 16C.05.

Signed: _____

Date: 3/19/14

SWIFT Contract/PO No(s). 75869/3000005565

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: Board Chair

Date: 06/17/2014

By: _____

Title: Clerk of the Board

Date: 06/17/2014



Request for Board Action

BOARD MEETING DATE:
June 17, 2014

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider appointing an alternate to the Pioneerland Library System Board	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The County's regular board member to the PLS Board will not be able to attend the June quarterly meeting. The County can appoint an alternate and Eric Rudningen has agreed to serve as the alternate to the PLS Board. It is requested that the board make this appointment.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

RESOLUTION

**MAKING AN APPOINTMENT TO THE
PIONEERLAND LIBRARY SYSTEM BOARD**

Motion by Commissioner _____ Seconded by Commissioner _____

NOW, THEREFORE, BE IT RESOLVED, that the Eric Rudningen is appointed as an alternate to the Pioneerland Library System Board for Swift County with a term ending 12/31/2016.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 17th day of June 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

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



Request for Board Action

BOARD MEETING DATE:
June 17, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Marlene Molden/Kim Saterbak	REQUESTOR PHONE: 320-843-4069
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of tobacco licenses for the following businesses: Clontarf Municipal Liquor Store, Kerkhoven Handi Stop, Holloway Hideout, DeGraff Municipal Liquor Store, Brinks 104 Club.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Tobacco licenses are required to be reviewed by the Board of Commissioners
BACKGROUND/JUSTIFICATION: Yearly renewal of tobacco license.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	The licenses has been reviewed by the County Attorney and County Sherriff. Both have signed off on the licenses. No violations of their licenses have been reported.

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Approval	RECOMMENDATIONS: Approval
COMMENTS: None	COMMENTS: None



Request for Board Action

BOARD MEETING DATE:
June 17, 2014

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 department petty cash funds and checking accounts for 2014	
AGENDA YOU ARE REQUESTING TIME ON: 5:55 PM	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Board is require to approve all department petty cash funds and checking accounts
BACKGROUND/JUSTIFICATION: Petty cash and checking are accounts that some departments request for the convenience of their cash transactions. On an annual basis, the Board should review and approve each departments request to have a petty cash and checking account and the amounts to be held in these accounts.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review prior to meeting	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

RESOLUTION
SWIFT COUNTY
PETTY CASH AND CHECKING ACCOUNTS
2014

Sheriff

Petty Cash	\$	500.00
Canteen	\$	100.00
Checking Account		

Environmental Services

Petty Cash	\$	50.00
Checking Account		

Human Services

Petty Cash	\$	25.00
Checking Account		

Treasurer

Petty Cash	\$	1,000.00
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Approved the 17th day of June, 2014.

Joe Fox, Chair
Swift County Board of Commissioners

ATTEST:

Michel J. Pogge-Weaver
County Administrator & Clerk of the Board



1815 WISCONSIN AVENUE
BENSON, MN 56215
320.843.4232
FAX 320.843.4172
WWW.SCBH.ORG

SWIFT COUNTY - BENSON HOSPITAL

June 10, 2014

Mike Pogge-Weaver
Administrator
County of Swift
301 14th Street North
Benson, MN 56215

Dear Mike:

The Swift County Benson Hospital Governing Board approved a motion to refinance the 2007 Bonds which, as you are aware, were a GO issue facilitated through Swift County. The SCBH Board also approved a recommendation to utilize Public Financial Management, Inc. to complete the refinancing.

The purpose of this letter is to request authorization from the Swift County Commission to commence with the refinancing process. Please let me know what additional information you might need and/or when we can initiate the refinancing process.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank Lawatsch', with a long horizontal flourish extending to the right.

Frank Lawatsch
CEO

RESOLUTION

AUTHORIZATION FOR SCBH TO BEGIN THE PROCESS TO REFINANCE THE SWIFT COUNTY 2007 SERIES GENERAL OBLIGATION BONDS

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the Swift County Board of Commissioners approves the request by SCBH to begin the process of refinancing the Swift County 2007 Series General Obligation Bonds and utilize the services of Public Financial Management, Inc. to complete the refinancing.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 17th day of June 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

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

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Klemm ___



Request for Board Action

BOARD MEETING DATE:
June 17, 2014

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider authorizing the solicitation of bids for a the construction of a new garage at the Courthouse	
AGENDA YOU ARE REQUESTING TIME ON: Other Items	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: During the June 2013 wind storm, a county owned garage across from the courthouse was destroyed. The garage was not covered by our insurance through MCIT. Due to this, FEMA allocated up to \$19,189.71 to demolish and replace the garage. The County spent \$2,775.00 demolishing the existing garage leaving \$16,414.71 for garage replacement. While bids have not yet been sought for a new garage, staff estimated the cost to be around \$25,000. While the County did not use the old garage, staff would like to replace the garage so it can be used to store the Veteran Services van and other equipment for use at the Courthouse. By locating the Veteran Services van at the Courthouse, van drivers and the VSO will have easier access to the Van and provides a location that veterans could choose to go to in order to receive a ride to one of the VA service locations.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: There is no set funding for this project. If the VSO is deployed in August as planned, the Veteran Services Department will see approximately \$20,000 in salary savings in 2014. There is the possibility that the VSO may not be deployed, if that occurs the additional cost for the garage could be covered by County reserves.
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Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review prior to the meeting	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None



Request for Board Action

BOARD MEETING DATE:
June 17, 2014

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a Swift Planning Grant for the City of Benson in the amount of \$10,000 for planning work	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The City of Benson has made application for a Swift Planning Grant in the amount of \$10,000 for planning work. The City of Benson is going to contract with Santech Consulting of St Paul to complete a plan related to the railroad crossing in the City of Benson. The planning project will cost \$20,000 to complete and will study ways to address the address traffic conflicts resulting from the increased traffic on the rail lines going through the City of Benson. The planning project seeks to finds ways to address the traffic conflicts and potential funding sources.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: \$25,000 was set aside for the Swift Planning Grants in board discretionary funds. If this request is granted, \$5,000 will remain.
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Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

Mayor & City Council: June 9, 2014

MAYOR Kittelson has requested
Staff of our consulting Engineers
to develop a proposal to study
options for improving "Mobility"
~~and~~ ^{improving} Rail operations and
Emergency access. Swift
County MAY be interested in
funding as much as 50% the
cost of the study.

Recommend approval.

1410 Kansas Avenue
Benson, MN 56215



320-843-5448
rob.wolfington@co.swift.mn.us



June 5, 2014

Attention: Rob Wolfington, City Manager

1410 Kansas Avenue
Benson, MN 56215

Dear Mr. Wolfington,

Reference: Railroad Crossing Grade Separation Study

The City of Benson has been dealing with an issue related to its railroad grade crossings for many years. Blocked crossings are a common occurrence which hinders the movement of vehicles and pedestrians within the City. This is of most concern related to emergency services and their ability to serve the City of Benson and surrounding communities. Stantec has prepared a scope of services to perform a study to review alternatives that can mitigate the issues the City currently faces. As part of this study we would also identify funding sources and work with the City to move forward with grant applications to implement the improvement project. Below are the tasks that we propose for the railroad crossing grade separation study.

Task 1: Data Collection: - Stantec will collect the existing information related to the railroad crossing issues within the City. This will include:

- Previous studies and funding applications
- FRA Inventory Review for at-grade crossings
- Gate activation data from the railroad (identifies duration of crossing gates being down)
- Train volumes
- Roadway vehicle volumes at crossings
- Pedestrian volumes (estimate)
- Train delay/block crossing history from city
- Existing right of way
- Existing public/business input
- Distance to nearest crossing not currently being blocked (routes, distance, speed limits, etc.)
- Emergency Service Vehicles - origin and service area

This task will use existing information that is available from various agencies and the railroad. It does not include the collection of new data. From this information we will develop a purpose and need for the project. It is anticipated that City staff will assist Stantec in collecting some of the data listed above.





Reference: Railroad Crossing Grade Separation Study

✓ Task 2: Site Visit: - Stantec will conduct a site evaluation to review existing conditions and to evaluate the potential for a grade separated crossing. During this visit we will meet with the City staff to review known issues in the field and collect existing known concerns. The result of this visit will determine one location where an at-grade crossing will be evaluated as part of this study and what other potential improvements could be made to mitigate the problems. The existing roadway network will be reviewed as well as current pedestrian and bicycle traffic patterns.

✓ Task 3: Social, Economic and Environmental Review: - Stantec will collect information related to the social, economic and environmental issues related to any improvements as well as the "do nothing" alternative. This will include the collection of information from the emergency responders and the impact to the city residents as well as the surrounding communities. This task will identify potential impacts but will not address mitigation measures. This information will be used to determine the feasibility of potential improvements including overall project costs.

✓ Task 4: Safety Review: - Stantec will review the history of, vehicle crashes and pedestrian/bicyclists incidents at the existing crossings and along the railroad route within the City. This will include an attempt to capture "near miss" data related to high potential crash areas or occurrences of repeated near misses.

✓ Task 5: Grade Separated Crossing Evaluation: - Stantec will evaluate one option for a grade separated crossing within the City. This location will be selected based on input from the City and other information collected during the site visit. We will develop a conceptual profile and alignment that minimizes impacts to the surrounding infrastructure to reduce overall project costs. Using the profile and alignment, conceptual construction limits will be determined and use of retaining walls and other methods of minimizing impacts will be evaluated. A planning level cost estimate will be prepared.

✓ Task 6: Alternative Routes: - Stantec will evaluate other potential traffic and pedestrian routes that may be able to be used as a lower cost alternative to a grade separated crossing. This may include using an existing crossing or providing a new crossing with a closure of an existing crossing. We will determine one viable route and prepare a planning level layout and cost estimate for the necessary improvements. This will include the potential for both short term and long term improvements.

✓ Task 7: Funding Options: - Stantec will review potential funding sources and identify those that provide an opportunity for the City to fund a majority of a selected alternative. These funding sources will include Federal, State and local grant programs. It will also include the potential for legislative action to secure specific bonding funding from the State



June 5, 2014
Rob Wolfington, City Manager
Page 3 of 3

Reference: Railroad Crossing Grade Separation Study

Legislature. The Intent is for this study to be used as part of any funding application to demonstrate the need for the project, associated impacts and costs for the improvements.

We propose to provide the above services on an hourly basis with a not to exceed cost of \$20,000.

We look forward to working with the City on this important issue and developing a solution that can be funded and implemented within the next few years. Please let me know if you have any questions related to this scope of services.

Regards,

STANTEC CONSULTING SERVICES INC.

Kevin Hoglund
Senior Associate
Phone: (651) 604-4837
Kevin.Hoglund@stantec.com

Cc: Eric Lembke
Peggy Harter
File



Swift Planning Grants

Swift County wants to help cities and townships in our County to complete local planning activities. Your success is our success. We know that communities have lots of needs but may have a hard time paying for them. We listened to you and created a new fund to help subsidize the cost of our services to assist you with your requests.

Eligibility

- Eligible entities for the Swift Planning Grant include all cities and townships in Swift County. \$25,000 has been earmarked for 2014 for the Swift Planning Grants.
 - An individual city or township can request up to \$10,000.
- Funds are available to complete comprehensive planning and strategic planning.
- Up to 50% of a project cost can be funded with a Swift Planning Grant.
 - Applicants can use and are encouraged to seek Hedgehog grants from the Upper Minnesota Valley Regional Development Commission to help fund the local match.
- One grant per project.
- One grant per eligible entity per year.
- Swift Planning Grants are reviewed and subject to approved by the Swift County Board of Commissioners.
- The Swift County reserves the right to update the eligibility guidelines at any time.

Nature of Project

What type of project are you interested in?

Comprehensive Planning Strategic Planning

Contact Information

Community Name	City of Benson
Contact Person	Rob Wolfington
Mailing Address	1410 KANSAS AVE
City/ State/ZIP	BENSON, MN 56215
Work Phone	320-843-5448
Alt. Phone	320-808-4775
E-Mail Address	Rob.WOLFINGTON@CO.SWIFT.MN.US

Project Details

Please provide a brief description of the project you would like assistance with: _____

Central Business District Railroad Crossing Separation Study

Estimated Project Cost

Total Estimated Project Cost \$ 20,000

Requested Amount from Swift Panning Grant \$ 10,000

(Maximum request: eligible entities may apply for 50% of the total project cost up to \$10,000.)

Are the remaining project costs committed from the City or other entity? Yes No

(If Applicable) Please list any other partners in the project and their financial commitment:

Organization & Contact

Committed Amount

Authorized Signature

Robert J. Walfington

Authorized Signature

CITY MANAGER

Authorized Signature Title

June 9, 2014

Date

around the state

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Benson tries ticketing railroads

Tired of delays, the city has issued fines for trains that block traffic for extended periods of time.

By BILL MCAULIFFE
bill.mcauliffe@startribune.com

In many cities across the Minnesota prairie, local officials have been appealing to railroads and to state and federal leaders for some relief from traffic tie-ups at rail crossings caused by long and frequent freight trains.

But the city of Benson, 125 miles west of the Twin Cities, is trying to use a different kind of persuasion: traffic tickets for trains.

The city cited BNSF four times earlier this year for violating a state law that prohibits trains from blocking intersections for more than 10 min-

utes. The railroad, which contends federal railroad regulations conflict with state laws, hasn't paid the nearly \$1,200 it's run up in possible fines. City and railroad officials met in early May to discuss some practicalities at crossings, but the traffic ticket issue is going to court later this month.

City manager Rob Wolfington said he acknowledges that the railroad's success can also be Benson's success. Some of the main industries in town — the ethanol plant, a grain exporter, a propane storage and distribution operation — rely on the railroad. The electric plant needs the coal delivered via the railroad, he noted.

But, as is frequently the case, growing cities along rail lines have developed on both sides of the tracks,

sometimes with emergency services cut off from residents who need them. In Benson — Swift County's county seat — police, fire and the hospital are south of the tracks; the sheriff, ambulance and nursing home are north. Half-hour delays crossing the tracks are common, said Wolfington, adding that he was caught for 45 minutes recently trying to get back to his office.

BNSF spokeswoman Amy McBeth said in an e-mail response that the railroad tries to work with communities to resolve issues such as blocked crossings. Benson, she added, presents "unique challenges" with the locations of some housing developments and the fact that its crossings are close together.

A decade ago, Wolfington said,

during a similar railroad boom, trains often blocked crossings while engineers had to walk the length of the train to throw a switch. Responding to the city's concerns, the railroad began stationing employees in Benson around the clock to drive engineers to the switches. Wolfington said he'd like to see some new technology installed to ease the current tie-ups — such as switches that could be switched electronically from elsewhere in the country.

"The railroad is going to be here when this is finished," he said. "We understand that. We're learned to live with the railroad. But as public officials we can't live with those kinds of risks to public safety."

Bill McAuliffe • 612-673-7646

Fri 6/6/14

City Manager
Rob Wolfington
Benson, Mn.

My fathers side of the family grew up in Benson - the south side of the tracks. All kids had to cross the tracks for high school. A special thanks to the RR for my Dad family picked coal up along those tracks for heat in the 20's & 30's. Our family back then owned the Benson Hotel & Tivery Stables. In the 50's a Terrible car accident took place when hit and rolled up between trains. Yes even from they complaint about safety and the Trains blocking the crossings. Staples had the same problem until working with other agencies created a crossing over the tracks on the west side of town to solve the issue. Maybe you could do the same on the west side by the golf course.

Sincerely

Kent Brothman