

Notice & Agenda

Swift County Board of Commissioners

Agenda

Tuesday, June 6, 2017

9:00 AM

Swift County Board 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. 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
	1-3	(1) Minutes from the May 16, 2017 Regular Meeting
	4-6	(2) Consider approval of the Agricultural Inspection Services Contract
	7-12	(3) Consider approval of professional services of Institute for Environmental Assessment, Inc.
	13-15	(4) Consider approval of petition for Public hearing for June 6, 2017 at 2:00 PM for the partial abandonment of part of CD #62 and part of Lat. A- CD #62
	16-20	(5) Consider approval of using CR 51 as a haul road
	21	(6) Consider approval of tobacco licenses for the following businesses: Clontarf Liquor Store, Holloway Hideout, Caseys General Store #3268 and Kerkhoven Handi-Stop
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Commissioner and Board reports
9:20 a.m.		County Administrator report
9:25 a.m.		Citizens Comments
9:30 a.m.		Liz Auch, Countryside Public Health Update
9:50 a.m.		Jonathan Loose, Wold Architect and Engineers
	22-26	Consider approval of the Courthouse Floor Plans
	27	Consider approval to open up Courthouse Bids
	28-35	Consider awarding Sussner Construction for Countryside Public Health Renovation
10:10 a.m.		Kelsey Baker, County Administrator
	36-41	Consider approval of 2017 Fee Schedule
10:15 a.m.		Scott Collins, Environmental Services
	42-44	Consider approval of Conditional Use Permit #5377 requested by EKC Plus, LLP (Owner) to establish a new gravel pit for gravel extraction.
	45-47	Consider approval of Conditional Use Permit #5382 requested by Norm & Maria Commerford (Owners) to establish a new gravel pit for gravel extraction.
	48-50	Consider approval of Conditional Use Permit #5383 requested by Norm & Marie Commerford (Owners) to set up a concrete plant, operated by Knife River, Inc. for Swift Co. Rd. #6 improvement.

51-53 Consider approval of Conditional Use Permit #5384 requested by Norm & Marie Commerford (Owners) to set up an asphalt plant by Hardrives, Inc. for Hwy. 12 improvement.
Discussion on Demolition Properties

10:30 a.m.

Jon Panzer, Swift County Fair Board Update

10:45 a.m.

Other Business

11:00 a.m.

Adjournment

SWIFT COUNTY BOARD MINUTES

May 16, 2017

Chairman Rudningen called the meeting to order at 11:00 AM with all Commissioners present. Also in attendance were County Administrator Kelsey Baker, County Auditor Kim Saterbak, George Eilertson, and Amanda Ness.

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

05-16-17-01 Commissioner Fox moved and Commissioner E. Pederson seconded to approve the agenda as presented. Motion carried unanimously.

05-16-17-02 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the Consent Agenda which consisted of: (1) Minutes from the May 2, 2017 Regular Meeting Minutes, (2) Approval of the Human Services Union Contract, and (3) Approval of professional services of Braun Intertec during the paving project on CSAH 6, SP 076-606-45. Motion carried unanimously.

05-16-17-03 Commissioner E. Pederson moved and Commissioner Fox seconded to approve the Commissioner warrants as follows: Revenue: \$199,396.73; Environmental Services: \$35,317.92; Road and Bridge: \$34,190.97; County Ditches: \$9,816.24; and State Fund Agency: \$3.00 which includes the following bills over \$2,000: Al's Concrete Products, Inc., \$21,250.00; Appleton Press, \$2,254.71; Comm of MMB, Treas Div, \$2,543.50; Commerford Gravel Inc., \$4,415.20; Geo Comm, Inc., \$8,394.00; Lorenz Manufacturing, Inc., \$2,273.00; Mactek Systems, Inc., \$4,484.00; MN Pollution Control, \$13,288.94; Pemberton Sorlie Rufer and Kershner, \$2,265.53; Pflipsen Trucking LLC, \$11,253.32; Pictometry International Corp., \$24,076.25; Royal Tire, Inc., \$2,529.20; Soil Conservation Office, \$20,000.00; Sunde Land Surveying LLC, \$4,400.00; Swift County DAC, \$2,084.76; Swift County Highway Dept., \$2,265.54; Dru & Julie Tosel, \$39,000.00; Tostenson Septic LLC, \$3,570.00; Waste Management of Northern Minnesota, \$7,198.62; and Wold Architects & Engineers, \$58,075.04. Motion carried 4-1 with Commissioner Hendrickx opposing.

Chairman Rudningen asked for citizen's comments. An update on the CCO position opening was given by Sheriff Holtz. There were no other comments.

Board and Committee Reports were given as follows: Commissioner Hendrickx reported on RDC Executive Committee, 6W Community Corrections, Revolving Loan Fund, and Private Industry Council. Commissioner P. Peterson reported on 6W Community Corrections, Moving Meeting, Policy Committee, Building Committee, and Countryside Public Health. Commissioner E. Pederson reported on Water Plan Task Force. Commissioner Fox reported on Well-Being Committee, Woodland Centers, and Pomme de Terre Watershed. Commissioner Rudningen had no report.

Administrator Baker presented updates on the courthouse move, negotiations, strategic planning, Administrator's schedule, personnel report, and the Countryside Public Health bids.

Treasurer Ron Vadnais presented the 1st Quarter Treasurer Investment Report.

Auditor Kim Saterbak requested approval of a resolution authorizing sponsorship of trails operated by the Northern Lights Snowmobile Club.

05-16-17-04 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the resolution. Motion carried unanimously.

Auditor Saterbak presented the 1st Quarter Executive Departmental Budget Report.

Administrator Baker requested approval to purchase the HR Module from CPUI.

05-16-17-05 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the purchase. Motion carried unanimously.

County Engineer Andy Sander and Assistant Engineer Paul Petrick requested approval of the new MnDOT Master Contract.

05-16-17-06 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve the contract. Motion carried unanimously.

Administrator Baker requested approval to award the contract for moving for the Courthouse renovation.

05-16-17-07 Commissioner P. Peterson moved and Commissioner Fox seconded to approve awarding the contract to Hannaher's for \$55,274. Motion carried 4-1 with Commissioner E. Pederson opposing.

Administrator Baker further requested approval to create the position of Human Resource Coordinator.

05-16-17-08 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to approve creation of the Human Resource Coordinator position. Motion carried 3-2 with Commissioner Fox and Commissioner E. Pederson opposing.

Administrator Baker further requested approval to create the position of Payroll Officer/Administrative Assistant.

05-16-17-09 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to approve creation of the Payroll Officer/Administrative Assistant position. Motion carried 3-2 with Commissioner Fox and Commissioner E. Pederson opposing.

Northland Securities Senior Vice President George Eilertson presented the Finance Plan and requested approval of the Municipal Advisory Service Agreement between Swift County and Northland Securities, Inc.

05-16-17-10 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to approve the agreement. Motion carried 4-1 with Commissioner E. Pederson opposing.

Mr. Eilertson further requested approval of a resolution for Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations under the Internal Revenue Code.

05-16-17-11 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the resolution. Motion carried 4-1 with Commissioner E. Pederson opposing.

Mr. Eilertson further requested approval of a resolution for General Obligation Improvement Plan Bonds, Series 2017A and approval of the Notice of Sale.

05-16-17-12 Commissioner Fox moved and Commissioner Hendrickx seconded to approve the resolution and notice. Motion carried 4-1 with Commissioner E. Pederson opposing.

Chairman Rudningen presented a draft of a Solar Ordinance and a discussion was held.

05-16-17-13 Commissioner Hendrickx moved and Commissioner Fox seconded to set a public hearing on the Proposed Solar Ordinance on June 20, 2017 at 5:15 PM. Motion carried unanimously.

05-16-17-14 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 12:52 PM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, Administrator

AGRICULTURAL INSPECTION SERVICES CONTRACT

THIS AGREEMENT made in the County of Swift, State of Minnesota, by and between the County of Swift, a political subdivision of the State of Minnesota, and the Swift County Soil & Water Conservation District (SWCD), a political subdivision of the State of Minnesota. Said agreement begins on _____, 2017, for a term of 1 year. Said agreement may automatically renew each year, unless either party terminates said agreement with a 30 day written notice to the other party.

WITNESSETH:

WHEREAS, The County of Swift has been requested by the Minnesota Commissioner of Agriculture to appoint a “County Agricultural Inspector” pursuant to Minnesota Statutes Sect. 18.79-18.81, and

WHEREAS, The County of Swift desires enforcement of the provisions of Minnesota Statutes Sect. 18.79-18.81 and corresponding statutory provisions, and has duly appointed the SWCD to fill the position of Swift County Agricultural Inspector, and

WHEREAS, The parties hereto mutually desire that adequate compensation be paid SWCD for services of the Swift County Agricultural Inspector.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

- (1) The SWCD shall see that provisions of all laws and rules dealing with weed control and seed inspection are carried out; they shall also participate in Minnesota Department of Agriculture insect and plant disease, economic poison, fee and fertilizer programs. When requested to do so by the Minnesota Commissioner of Agriculture, they shall participate in other agricultural programs which are under the Commissioner’s control,

provided that the Swift County Board of County Commissioners shall have the right to veto participation in such programs.

(2) As compensation for their service as Swift County Agricultural Inspector, Swift County shall pay SWCD:

(a) One thousand one hundred twenty five dollars (\$1,125) per month or before the first day of each month and/or at the discretion of the Swift County Board of Commissioners, the same amount may be paid in smaller and more frequent uniform installments.

(b) Mileage expense is at the expense of the SWCD for all miles traveled in the execution of ag inspection duties and is included in the \$1,125/month fee; and,

(c) Other expenses directly related to the execution of duties as Swift County Agricultural Inspector including necessary publication expenses shall be at the expense of the SWCD.

(3) The SWCD shall be considered to be an independent contractor for purposes of this agreement. The SWCD shall address all equipment necessary to carry out the duties as Agricultural Inspector per their own terms and agreement, including but not limited to necessary equipment or vehicles. SWCD shall set their own hours of work and shall independently determine how to best enforce the provisions of Minnesota Statute Sect. 18.79-18.81. Swift County shall not be required to provide any benefits to the SWCD including withholding taxes, social security contributions, health insurance, worker's compensation, unemployment/ reemployment insurance, or PERA.

(4) The SWCD shall provide Swift County with proof of insurance for any vehicle used to fulfil their duties as Swift County Agricultural Inspector. Said insurance policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least \$300,000 per accident. The SWCD shall promptly provide Swift County with notice of any liability claim brought against them as a result of their duties as Swift County Agricultural Inspector.

IN WITNESS WHEREOF, The said parties have cause this Agreement to be signed in their respective names, the SWCD, by its' Chairperson and the Swift County Board by its' Chairperson by authority of the Swift County Board of Commissioners as of this ____ day of _____, 2017.

County of Swift, State of Minnesota

By: _____

Chairperson, _____

Attest: _____

Swift County Auditor, Kim Saterbak

Chairperson
Swift County Soil & Water Conservation District

IEA, INC.

PROPOSAL



Contact Us:

BROOKLYN PARK OFFICE

9201 W. BROADWAY, #600
BROOKLYN PARK, MN 55445
763-315-7900

MANKATO OFFICE

610 N. RIVERFRONT DRIVE
MANKATO, MN 56001
507-345-8818

ROCHESTER OFFICE

210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-281-6664

BRAINERD OFFICE

601 NW 5TH STREET, STE. #4
BRAINERD, MN 56401
218-454-0703

MARSHALL OFFICE

1420 EAST COLLEGE DRIVE
MARSHALL, MN 56258
507-476-3599

VIRGINIA OFFICE

5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-410-9521

www.ieasafety.com

info@ieasafety.com

800-233-9513

Regulated Materials Project Design, On-Site Monitoring, and Project Management

for Swift County County Courthouse

MAY 23, 2017

PROPOSAL #6111



Kelsey Baker
Swift County
301 14th Street North
Benson, Minnesota 56215
Phone: 320-314-8399
E-mail: kelsey.baker@co.swift.mn.us

Project Introduction

At the request of Swift County, IEA, Inc. is pleased to provide this proposal for asbestos, lead and other regulated materials project design, on-site monitoring and project management for the asbestos removal project at the Swift County Courthouse.

Scope of Work

Project design includes:

- Determination of scope of work;
- Development of project specification including engineering controls, removal procedures, disposal, insurance, and bonding;
- Coordination of pre-bid conference;
- Review of contractor submittals, references, and qualifications; and
- Submit contractor award recommendation/documentation to owner.

On-site monitoring and project management includes:

- Project management prior to and for the duration of the removal project;
- On-site air monitoring to include thirty-five (35), 8-hour days on-site, PCM duration and clearance air sampling, based on six (6) duration samples per day and three (3) clearance air sample sets; and
- Development and submittal of final report to Kelsey Baker.

Limitations & Assumptions

Abatement shall be performed by a Licensed Asbestos Contractor under a separate contract. Abatement contractor costs are estimated to be in the range of **\$110,000-\$130,000** based on scope of work.

Compensation

The specification will be billed on a time-and-materials (T&M) basis and is estimated to be in the range of **\$3,250 - \$3,550**. IEA's fee associated with on-site monitoring and project management will be billed on a T&M basis and is estimated to be in the range of **\$45,150-\$49,900**.

Reimbursable expenses will be billed on a direct basis and include such items as transportation, reproduction of reports, drawings, specifications, bidding documents, technology usage/specialized equipment, and similar project-related items.

For project work beyond the services outlined in this proposal and/or any changes to the agreed upon scope of work, IEA will obtain approval through a client-authorized change order.

Schedule

IEA's services will commence immediately upon receipt of the signed proposal. IEA will schedule this project through Kelsey Baker.

We anticipate completing the project within 10 days upon receipt of authorization to proceed.

Terms

Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions, which are a part of this proposal, for more detail.

Authorization to Proceed

Authorization to Proceed – Client Signature Required

We appreciate the opportunity to present this proposal for Project Design, On-Site Monitoring, and Project Management. Please sign this authorization to proceed, and fax to Collin Nelson at 763-315-7920 or e-mail collin.nelson@ieasafety.com. Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.

IEA, Inc.



Collin Nelson
Senior Project Manager



William Dold
EPDM Division Manager

* * *

Please proceed according to the above stated fees, terms, attached General Conditions, and proposal #6111 dated May 23, 2017.

Printed Name

Authorized Signature

Date

PO number

Appendix A

General Conditions

General Conditions

The word "Consultant" refers to the Institute for Environmental Assessment ("IEA"), the contracting company is referred to as the "Client". Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant's proposal (the "Proposal"). The services as set forth in the Proposal (the "Services") will be provided by Consultant's personnel at the location of the Client (the "Site") (hereinafter referred to as the "Project"). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant's obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. Confidential & Proprietary Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or proprietary information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed

by laboratory-approved field technicians, generally under AAR Guidelines.

2. Payment for Services

A. Fee Schedule & Maximum

Costs

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant's expenses arising therefrom at the prevailing rate for Consultant's time plus out-of-pocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

3. Indemnity & Insurance

A. Indemnity

Consultant shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant's proportion of the total fault which directly caused the damages.

Client shall indemnify and hold harmless Consultant against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client's proportion of the total fault which directly caused the damages.

B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

C. Insurance

- (1) Consultant carries coverage and limits of liability insurance as follows:
 - (a) Workers Compensation with statutory limits.
 - (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
 - (c) Comprehensive General Liability with the following coverage:
 - I. Limit \$1,000,000.00 per occurrence
 - II. \$2,000,000.00 general aggregate
 - III. \$2,000,000.00 products completed/ operations aggregate
 - IV. \$1,000,000.00 personal and advertising injury
 - V. \$300,000.00 fire Damage (any one fire)
 - VI. \$25,000.00 medical expenses (any one person)

General Conditions (cont'd)

- (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00
- (e) Professional Liability (claims made) with the following coverage: \$1,000,000.00 per occurrence
- (f) Contractor Pollution Liability (claims made): \$1,000,000.00 each occurrence
- (g) Umbrella Liability. \$5,000,000.00 each occurrence

- (2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.
- (3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of such insurance policies indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured on each certificate of insurance.

4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

6. Restriction to hire employees of Consultant

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

7. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.

9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.



Request for Board Action

BOARD MEETING DATE:
June 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: Public hearing for June 6, 2017 at 2:00 PM for the partial abandonment of part of CD #62 and part of Lat. A- CD #62. Consider approving petition.	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: 103E.806 Mandates Public Hearing
BACKGROUND/JUSTIFICATION: Applicants want to petition to abandon part of CD #62 and Lat. A-CD #62	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Applicant submitted petition at May 2, 2017 meeting and it has been noticed

Budget Information

FUNDING: Applicant will pay appropriate costs

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

**BEFORE THE SWIFT COUNTY BOARD OF COMMISSIONERS
ACTING AS DRAINAGE AUTHORITY FOR SWIFT COUNTY DITCH #62
AND LATERAL A TO SWIFT COUNTY DITCH #62**

AGENDA

Partial Abandonment Public Hearing

June 6, 2017 @ 2:00 PM

- I. Opening of Public Hearing – *Board Chairperson*
- II. Purpose of Hearing – *Kurt Deter*
- III. Notice Requirements – *Mike Johnson*
- IV. Presentation by Petitioner
- V. Public Comments and Questions
- VI. Possible Action by Drainage Authority

Approval of Partial Abandonment if:

- i. Drainage Authority determines that part of the drainage system does not serve a substantial useful purpose as part of the drainage system to any property remaining in the system and is not substantial public benefit and utility.

BEFORE THE SWIFT COUNTY BOARD
ACTING AS DRAINAGE AUTHORITY FOR
SWIFT COUNTY DITCH #62 and LAT. A TO COUNTY DITCH #62
SWIFT COUNTY, MN

Petition for Partial Abandonment,

Pursuant to Minnesota Statutes § 103E.806

WHEREAS, Robert Schoen etux owns part of the SE ¼, **LeRoy Froehlich** owns part of the SW ¼ & SE ¼ of the SE ¼ and **Margie Olson** owns the W ½ of the NE ¼ of Sec. #18 T121-N, R37-W (Hayes Twp.)

WHEREAS, the above owners are requesting to abandon Br# 7 (open ditch) from 5+00 to 45+00 (end)+/- (West Township Right of Way of 130th Ave. SE) to County Ditch #62, and Lat. #2 (drainage tile) to Lat. A of County Ditch #62 in above mentioned description

THEREFORE, the petitioners respectfully request the following:

1. That the auditor set a time and location for a hearing on the above mentioned property, provide notice of the hearing by mail and publication pursuant Min. Stat. § 103E.806, subd. 3.
2. That the Drainage Authority conduct a hearing on the above mentioned property pursuant Min. Stat. § 103E.806, subd. 3 and describe and state in its order that part of the drainage systems to be abandoned.

Dated this 20th day of April, 2017



Robert Schoen etux



LeRoy Froehlich



Margie Olson



Cheryl Froehlich



Alan Olson



Request for Board Action

BOARD MEETING DATE:
June 6, 2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: The Highway Department has received a request to use CR 51 as a haul road.	
AGENDA YOU ARE REQUESTING TIME ON: June 6, 2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: The Marsh Lake Dam project has started and CR 51 is the only road that accesses the area other than a township road that connects to TH 119 from the south and another that is north of the project. The contractor will be hauling material to the project site or from one end of the project to the other over the next two years on CR 51.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	none

Budget Information

FUNDING: none

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: XXX	RECOMMENDATIONS: XXX
COMMENTS: XXX	COMMENTS: XXX

Board Action

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

HAUL ROAD AGREEMENT

This agreement is entered into by and between _____ of Swift County hereinafter referred to as OWNER and RTS Shearing, LLC, PO Box 1177, Jamestown, ND 58402 hereinafter referred to as CONTRACTOR in consideration of mutual covenants contained herein.

It is agreed to by and between the parties that the CONTRACTOR is allowed to use, as and for, the roads listed below, to haul materials to and from the areas referenced below. The roads included are:

Restrictions on the use of this road are as follows:

It is agreed that the maintenance and restoration of this haul road will conform with the specifications as set forth by the state of MN, as well as meet other requirements set forth in this agreement.

It is agreed that while using this haul road, the speed limit for trucks will be ___ mph with a ___ pound limit on this road. During annual road restrictions, this agreement is null and void unless otherwise stated above under special restrictions.

The CONTRACTOR agrees to be financially responsible to the OWNER for the maintenance and restoration of the haul road for damage directly attributable to hauling of materials, transporting and traversing of equipment by the CONTRACTOR or its Subcontractors in accordance with the above referenced specifications.

It is agreed that the above referenced stretch of road will be subject to a pre-haul inspection by the CONTRACTOR and the OWNER. There will also be a post-haul inspection after the road has been restored. The OWNER agrees to sign off on a haul road release statement once the road has been satisfactorily restored.

In cases where replacement of grass is appropriate the CONTRACTOR agrees to seed it once with a local CRP mix. In no instance will grass be replaced with sod, and once seeded the OWNER accepts full responsibility for maintenance of said grass. No warranty is made regarding the replacement of grass. Once seeded, the grass will be deemed satisfactorily restored.

While hauling is in progress, if the OWNER believes that there is substantial evidence of damage occurring to the road, the OWNER will notify the CONTRACTOR on-site supervision immediately. In this instance, the CONTRACTOR will cease hauling until the situation can be satisfactorily addressed.

The hauling of materials on the haul road is expected to commence on or after 15 MAY 2017 This agreement will be in effect until a projected date of 18 NOV 2018, or until a post haul inspection and signed release form have been completed.

OWNER: Swift County	CONTRACTOR: RTS Shearing, LLC
Signature & Date	Signature & Date
Printed Name & Title	Printed Name & Title

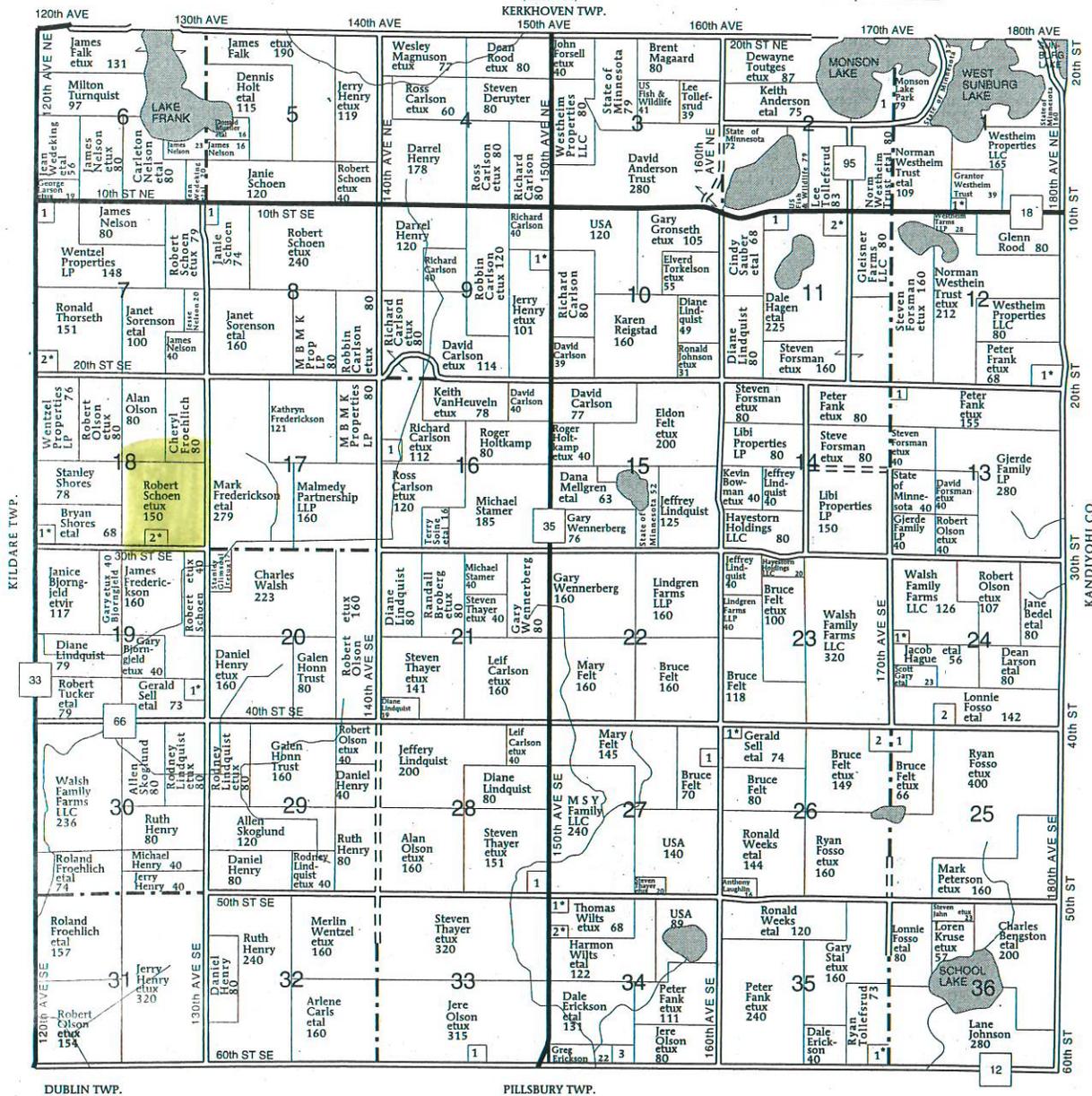


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 Turn to the **DISTRICT MANAGER**
 Page in this book to see how

T-121-N

HAYES PLAT

R-37-W



- HAYES TOWNSHIP**
- SECTION 1**
 1. Halvorson, Shelly 6
- SECTION 2**
 1. State of Minnesota 24
- SECTION 7**
 1. Peterson, Leland 8
 2. Hippen, James 5
- SECTION 8**
 1. Gordon Land LP 6
- SECTION 9**
 1. Morrison, Jason 10
- SECTION 11**
 1. Gregory, Allan 5
 2. Torkelson, Steven 12

- SECTION 12**
 1. Quigley, Jerold 12
- SECTION 13**
 1. Bengtson, Marvin 5
- SECTION 16**
 1. Hauge, Ross 8
- SECTION 18**
 1. Shores, Mark 10
 2. Froehlich, Leroy 30
- SECTION 19**
 1. Gunderson, Mark 7
- SECTION 24**
 1. Walsh, Jason 7
 2. Hans, Richard 11

- SECTION 25**
 1. Felt, Michael 14
- SECTION 26**
 1. Hans, Roger 6
 2. Felt, Michael 11
- SECTION 27**
 1. Brenner, Mark 10
- SECTION 28**
 1. Mathis, Michael 9
- SECTION 33**
 1. Henry, Caleb 5
- SECTION 34**
 1. Wilts, Harmon 6
 2. Wilts, Brent 6
 3. Erickson, Jon 7

- SECTION 35**
 1. Nash, Donald 7

CR 51





Request for Board Action

BOARD MEETING DATE:
June 6 2017

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 Liquor Store, Holloway Hideout, Caseys General Store #3268 and Kerkhoven Handi-Stop.	
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 license has been reviewed by the County Attorney and County Sherriff. Both have signed off on the license. No violations of their license have been reported.

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Approval	RECOMMENDATIONS: Approval
COMMENTS: None	COMMENTS: None

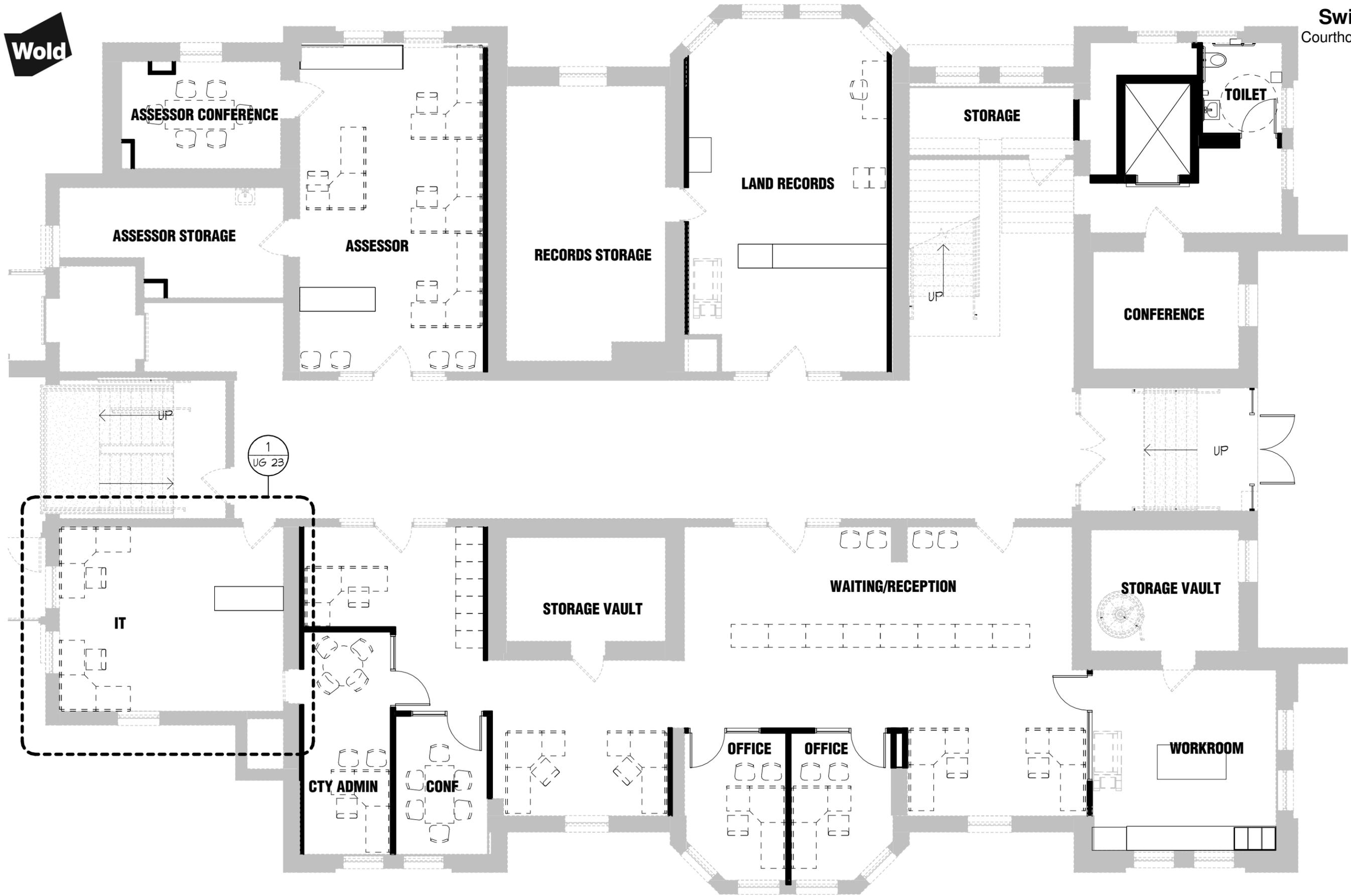
Wold



LOWER LEVEL FLOOR PLAN

LOWER LEVEL FLOOR PLAN

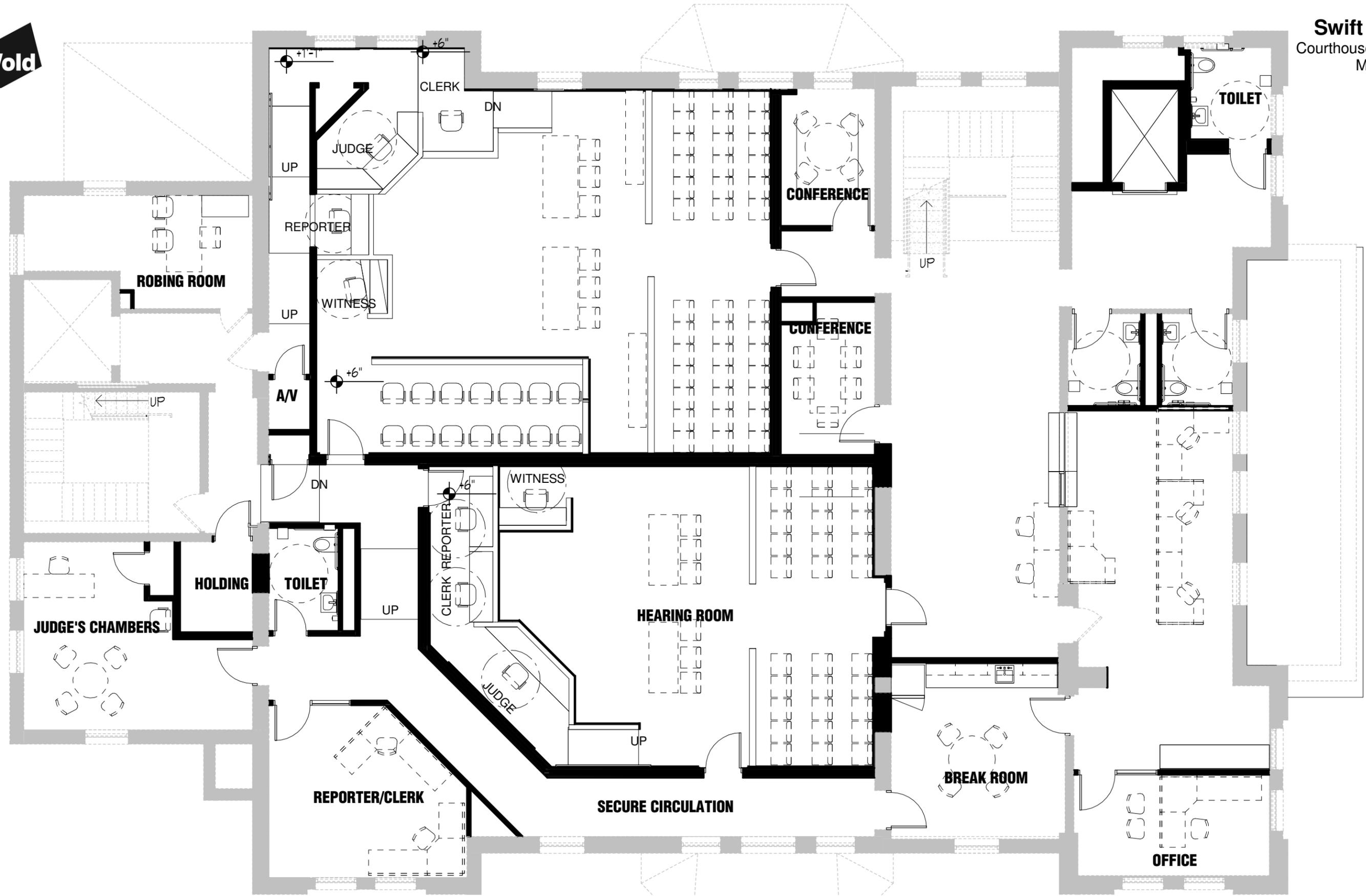
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1 MAIN LEVEL FLOOR PLAN
1/8" = 1'-0"
0 6' 12'

MAIN LEVEL FLOOR PLAN

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1 UPPER LEVEL FLOOR PLAN



UPPER LEVEL
FLOOR PLAN

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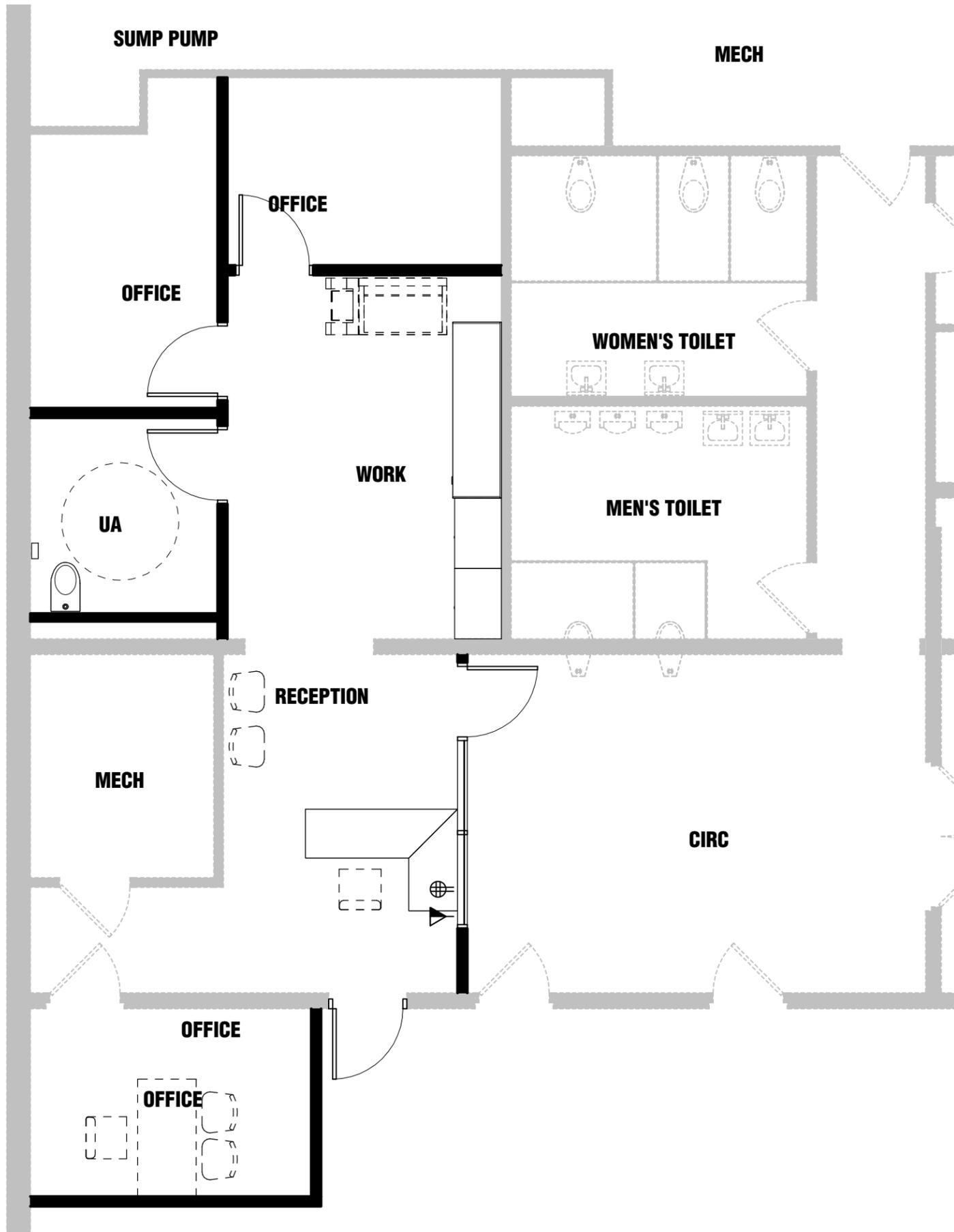
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0 6' 12'

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ELECTRICAL SYMBOL KEY

- DUPLEX RECEPTACLE (HIGH AND/OR LOW)
- DUPLEX RECEPTACLE
- DUPLEX GFCI RECEPTACLE
- DOUBLE DUPLEX RECEPTACLE
- EMERGENCY POWER RECEPTACLES
- SURFACE MOUNT DEVICES
- FLOOR BOX
- JUNCTION BOX
- JUNCTION BOX WITH FURNITURE CONNECTION
- SPECIAL PURPOSE OUTLET
- USB POWER OUTLET
- SINGLE LIGHT SWITCH
- DOUBLE LIGHT SWITCH
- TRIPLE LIGHT SWITCH
- OCCUPANCY SENSING LIGHT SWITCH
- TV OUTLET (HIGH AND/OR LOW)
- VOICE WALL OUTLET
- DATA OUTLET WITH DIRECT PHONE LINE OUTLET
- DATA OUTLET (# OF DROPS INDICATED)
- DATA OUTLET CEILING & WAP
- CLOCK
- SMOKE DETECTOR
- FIRE ALARM W/STROBE AND HORN
- FIRE ALARM MAGNETIC DOOR HOLD OPEN
- HANDICAP ACTUATOR
- SECURITY - CARD READER
- SECURITY - CAMERA
- AV SYSTEM CAMERA



FINISHES:

FLOORING - CARPET, TILE IN BATHROOM
 WALLS - PAINT, TILE IN BATHROOM
 CEILINGS - ACT

QUESTIONS:

- 1) EQUIPMENT NEEDS? (EX: PRINTERS)
- 2) NUMBER OF PEOPLE IN WAITING/RECEPTION
- 3) NEEDS AT RECEPTION DESK
- 4) OFFICE NEEDS
- 5) STORAGE REQUIREMENTS (CABINETS, FILES, OPEN SHELVING, ETC)
- 6) EXISTING FURNITURE TO REMAIN?



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RESOLUTION

**CONFIRM ADVERTISEMENT FOR BIDS FOR THE
SWIFT COUNTY COURTHOUSE**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, pursuant to an advertisement for bids for the Swift County Courthouse building, involving the renovation.

BE IT RESOLVED, which the Swift County Board of Commissioners approve to open bids.

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

Swift County Board of Commissioners

Chairman

ATTEST:

Kelsey Baker
Clerk of the Board

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

E. Pederson ___

June 1, 2017

Board of Commissioners
Swift County
301 14th Street North, P.O. Box 207
Benson, Minnesota 56215

Re: Swift County
Countryside Public Health Renovation
Commission No. 162217

Dear Board of Commissioners:

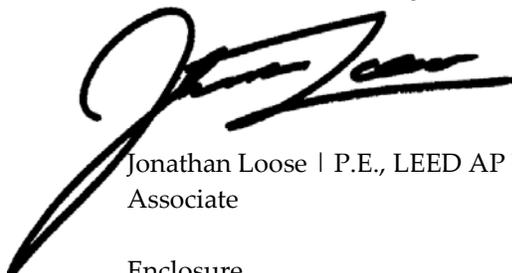
On Thursday, May 9, 2017, at 2:00 p.m., bids were received from two (2) bidders for the Countryside Public Health Renovation project. A bid tabulation is attached for your review. Sussner Construction from Marshall, Minnesota submitted the low base bid in the amount of \$337,600 with an alternate price of \$9,030.

We have had successful projects with Sussner in the past and have attached reference letters for your use.

We recommend awarding the contract in the amount of \$346,630 to Sussner Construction.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read 'Jonathan Loose', is written over a horizontal line.

Jonathan Loose | P.E., LEED AP BD+C
Associate

Enclosure

Cc: Kelsey Baker, Swift County
Samantha Epping, Wold
Joel Dunning, Wold
Contract File (letter only)

JB/COU_Swift/162217/crsp/jun17

Countryside Public Health Construction Quotes

Sussner Construction

337,600

Kranz Construction

410,000



Project Name: Swift County
 Countryside Public Health Renovation
Commission No.: 162217
Date: 5/18/2017
Time: 2:00 p.m.

BID TABULATION

Wold Architects and Engineers
 332 Minnesota Street, Suite W2000
 Saint Paul, Minnesota 55101
 651.227.7773 Fax: 651.223.5646

Bidders Name	Addendum Numbers	Bid Security	Base Bid	Alternate #1 (Wall Insulation)	Remarks
Kranz Construction Inc 11070 Chipp-Swift St NW Milan, MN 56262 (P) 320-734-4658 (F) 320-734-6788	1, 2	Y	\$410,000	\$8,200	
Sussner Construction 305 Legion Field Road Marshall MN, 56283 507-537-9779 507-537-9473	1, 2	Y	\$337,600	\$9,030	



930 South White Station Rd.
Memphis, TN 38117
901-685-7167

To whom it may concern:

The Chandler Meat Snacks Division of Monogram Food Solution's, has partnered with Sussner Construction for over 25 years in the expansion, renovation and continued growth of our production facility in Chandler MN.

This has included plant expansions, new additions, production room renovations, vast production equipment room projects, warehouse expansions, packaging facility expansions and utility building and concrete work for expansions and added footprint overall.

Through the years, Sussner Construction has proven to be a great partner in on-time completion of our many projects, working under strict timelines, at times during production hours and at times not.

The scheduling of our construction projects have been very extensive, well detailed and executed in an on-time basis.

As a General Contractor, we have been very satisfied with their coordination of projects, management of multiple contractors, and management of projects start to finish in a very professional manner, and most importantly, to budget.

In addition to that performance, all projects completed were done so with no safety or food safety incidents.

Sussner Construction continues to be a solid partner for Monogram Foods Solution's, and a Contractor of choice, first to be called upon for our construction needs, in the past, today and for the foreseeable future.

Regards,
Corey Kruse
Plant Engineering Manager
Monogram Meats, Chandler MN Operations

507-677-2484



Granite Falls Campus
660 18th Street
PO Box 116
Granite Falls, MN 56241
320-564-4911
FAX 320-564-3122

Marshall Programs
1220 Birch Street
Marshall, MN 56258
507-532-3008
FAX: 507-532-3058

Redwood Falls Outpatient
334 South Jefferson Street
Redwood Falls, MN 56283
507-637-8783

Willmar Outpatient
130 SE Willmar Ave.
Willmar, MN 56201
320-214-7744
FAX: 320-235-0642

EXECUTIVE DIRECTOR/CEO

Michael A. Schiks

STAFF LEADERS

- Jacklin Thielen
- Finance
- Marti Paulson
- Health Services
- Shery Parker
- Intensive Residential
- Rick Forde
- Marshall Residential
- Outpatient Programs
- Mark Sannerud
- Marketing
- Community Relations
- Lois Schmidt
- Development

CHEMICAL DEPENDENCY

- Intensive Residential
- Granite Falls
- Marshall
- Outpatient
- Granite Falls
- Marshall
- Redwood Falls
- Willmar

GAMBLING

- Intensive Residential
- Granite Falls

To: Whom It May Concern:

Project Turnabout is a 45 year old nonprofit located in Granite Falls, MN. After substantial planning, internally and with an architect, we decided to expand our existing operations. The expansion entailed building new spaces linked on separate ends of the existing structure as well as a substantial repurposing of internal space. It involved:

1. Staging the construction in a manner that balanced cost and deadlines.
2. Coordinating complex health care licensing requirements/inspections.
3. Minimal disruption to our existing operations that were running at next to full capacity.
4. And a target completion.

We needed a builder who worked with and for us. Following the interview of a number of construction companies, our Board committee and I unanimously chose Sussner. We were impressed with the straight forward approach by both Chris Moede and Travis Madden. We could talk to them.

We were glad we did. Together they worked with us on a plan to coordinate the project from beginning to end. The plan involved regularly scheduled meetings of Sussner staff and their major subcontractors, as needed, the architects, and designated Project Turnabout staff. Those meetings communicated *progress* and *next steps* of the project. Most importantly, they listened and responded to our concerns and needs.

The result of our construction project is a beautiful building, completed on time with minimal surprises. Today our facility provides 122 beds for people with alcohol and drug problems.

I have been through a number of building projects in my career, never more successful than the Project Turnabout's undertaking with Sussner Construction. The straightforward, knowledgeable and communicative approach that we identified in our initial meetings was delivered throughout the project.

Mike Schiks MS, ACATA
Executive Director/CEO

Project Turnabout Recovery Center
660 18th Street
Granite Falls, MN 56241

1-800-862-1453 • www.ProjectTurnabout.org

Equal Opportunity Employer





112 St. Olaf Ave. So.
Canby, MN 56220
(507) 223-7277
Business Fax (507) 223-7465
Medical Record Fax (507) 223-7886

September 9, 2016

Sussner Construction 305 Legion Field Road Marshall, MN 56258

Chris Moede

Travis Madden

To Whom It May Concern,

We have used Sussner Construction for multiple construction projects at Sanford Canby Medical Center over the years. They have been the general contractor for our projects which have included a major Clinic expansion, Wellness Center building and our most recent Emergency Department and Outreach Services expansion.

The Emergency Department and Outreach Services expansion project was approximately 3,800 square foot addition and 1,500 square feet of remodel space. The project consisted of a conventional footing and foundation system with structural steel framework. The interior was a slab on grade, metal stud wall framing, and a new air handler on the roof. The project started in May of 2015 and finished in February of 2016. There were only 6 change orders including the extras that we had added once the project started.

We have used a project manager through our architect firm and tried to run the projects ourselves in the past. I can say that with this last project with Travis, it was the first time in the 25 years that I have been in this position that we had finished a project on the date that it was original scheduled to finish, even with all the extras we added after the start of the project it was finished to the date on time.

Chris, Travis, and the construction team have worked closely with our architects, sub-contractors, and me to coordinate each construction project with professionalism and expertise; they were excellent at communication during all the construction projects. Any time I have questions or concerns they responded to them and resolve them as quickly as possible. With their broad experience in construction their recommendations and input have been very valuable.

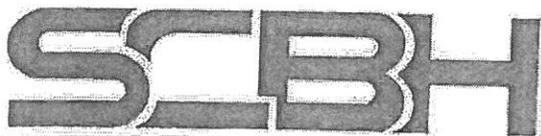
I was very impressed with their crew during construction with their knowledge of infection control guidelines and safety steps they had taken during the projects.

All of our projects have been completed meeting budget goals and the quality of construction is their top priority. I highly recommend Sussner Construction for any building project that you need a contractor that you can trust and build a long lasting friendship with.

Sincerely,

A handwritten signature in black ink that reads "Duane J. Behnke". The signature is written in a cursive style.

Duane J. Behnke, Plant Operations Manager, Sanford Canby Medical Center



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

SWIFT COUNTY - BENSON HOSPITAL

May 14, 2013

To Whom It May Concern:

Sussner Construction, Inc. was involved in a major renovation of our facility in 2009 which involved construction of a new pharmacy, oncology suite and mammography suite.

Dan Sussner was the project manager but Chris Moede was also involved in some project details.

We found Sussner Construction to be very responsive to our needs as well as cost-effective. Their personnel worked well with our hospital staff to insure minimal disruption of our hospital operation. They completed their work in a very professional manner, adhering to agreed-upon timelines. They were also diligent in insuring adherence to infection control protocols developed by our risk manager/patient safety staff.

We are currently involved in another expansion project and solicited Sussner Construction to submit a bid. Unfortunately, Sussner was involved in another project and was not able to respond to the bid because of their prior commitments.

We would not hesitate to hire Sussner Construction for another project. Please feel free to contact me if you have questions.

Sincerely,

A handwritten signature in black ink that reads "Frank Lawatsch". The signature is written in a cursive style with a large, looped 'F' and 'L'.

Frank Lawatsch
Chief Executive Officer



1401 Peterson Street
Marshall, MN. 56258
Phone: (507) 537-7018
TDY 7-1-1 or (800) 627-3529
Fax: (507) 537-7025

August 9th, 2013

To Whom It May Concern:

Advance Opportunities is pleased to provide a reference for Sussner Construction. Advance Opportunities is a 501(c)3 not for profit corporation that has been providing employment and vocational training for adults with developmental and intellectual disabilities since 1963. Daily, we serve approximately 100 adults who reside within a 30-mile radius of Marshall. Our organization has been on a path of growth and as a result, a building addition was necessary to meet the services needs of our disability community.

In 2010, our agency requested bids from multiple construction companies to construct an approximately 2,500 square foot building addition. The bid received from Sussner Construction was extremely thorough, and the customer service received from Chris and his staff far surpassed that of all other construction applicants.

In addition, the bid was fairly priced (not undercutting the proposal only to hike up prices along the way or artificially inflating the prices on the front-end). Instead, my experience with Sussner Construction and in working directly with Chris was honest, fair and consistent throughout the entire process, from beginning to end.

Our organization continues to do business with Sussner Construction to meet the needs of new projects. My experience has always been extremely positive. If you have any questions or would like to speak to me further, please do not hesitate to contact me at (507) 537-7018 ext. 102 or at dawn.wambeke@advanceopp.org.

Most Sincerely,

Dawn Wambeke, Executive Director

Advance Opportunities is an equal opportunity provider and employer.





Request for Board Action

BOARD MEETING DATE:
6/6/2017

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Land Records	REQUESTOR: Kelsey Baker & Chelsey Bagent	REQUESTOR PHONE: 320-314-8366
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of the Board on an updated Fee Schedule.	
AGENDA YOU ARE REQUESTING TIME ON: Board meeting on 6/6/2017	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: GIS fees are not in the current fee schedule. We have received requests for services and data, but before they can be met we need an updated fee schedule. The GIS fees in the proposed schedule were determined through research of surrounding counties' fees, as well as discussion with the Technology Committee. The Department Heads were also contacted to determine what other updates were needed in the fee schedule.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None

Budget Information

FUNDING: N/A

Review/Recommendation

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

Board Action

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

Department	Type Expense	What For	Amount
All Departments	Document Copies	B&W Copies (up to 11x17)	\$0.25 per page
		Color Copies (up to 11x17)	\$1.00 per page
		B&W Engineering copies (larger than 11x17 and up to 24x36)	\$3.00 per page
		Color Engineering copies (larger than 11x17 and up to 24x36)	Actual Cost plus 10% admin fee
		Other Copies	Actual Cost plus 10% admin fee
		Fax or email	\$1.50 for the 1st page, \$1.00 each additional page
		Digital Data	\$200 per mega bite
		Cassette Tape Copies	\$3.00
		CD	\$5.00
		DVD	\$10.00
	Service Charge	Non-sufficient funds/Returned Check	\$30.00
		Mileage	IRS Standard Mileage Rate
Assessor	Service Charge	Detailed Computer and Information Listing	Actual Cost plus 10% admin fee
		Tax Database	\$0.03 per record or \$300 for full database
		Annual Residential Assessment	\$12.00 per parcel
		Annual Commercial Assessment	\$15.00 per parcel
		Annual Agricultural Assessment	\$11.00 per parcel
Auditor	License Fee	Auctioneer	\$20.00
		Liquor:	
		On Sale	\$1,000.00
		Off Sale	\$300.00
		Sundays	\$300.00
		Tobacco	\$135.00
		Transient Merchant	\$150.00
	Service Charge	Confession of Judgement	150.00 per parcel
		Computer list	\$.10 per page
		Ditch Maint. Admn. Fee	30% actual cost
		Ditch Outlet Admn Fee	\$150.00
		Plat Book	\$27 plus sales tax
		Tax Searches	\$2.00
		Township N/A/D Labels	\$.05 per parcel
Township N/A/D Labels	\$.02 per parcel		
Tax Delinquency Publication	\$10.00 per parcel		

Department	Type Expense	What For	Amount
Environmental Services	Service Charge	Disposal Charges Use	See Appendix 1
		Scale Use	\$3.00 per weigh
		Zoning - Agricultural Bldg & Residential Garages	\$50.00
		Zoning - Amendments to Ordinance	\$200.00
		Zoning - Annual Renewal off Gravel Pit/Operator's Permit	\$150.00
		Zoning - Commercial or Industrial Permits	\$150.00
		Zoning - Conditional Use Permits	\$500.00
		Zoning - Dwellings, Additions, Mobile Homes & Cabins	\$50.00
		Zoning - Rezoning District Boundaries	\$500.00
		Zoning - Sewage Permits	\$100.00
		Zoning - Variances	\$250.00
Extension	Service Charge	Publications	Variable
Highway	Service Charge	Approach Permit Fee (County-installed)	Call for pricing
		Approach Permit Fee (Self-install)	Call for pricing.
		County Road Maps	No charge
		Culverts	At cost to Swift County Townships and landowners; no out-of-county sales
		Mail box post sets	At Cost
Human Services	Service Charge	Social Service Fees	See Appendix 2
		Non Public Assistance Child Support	\$25.00
Parks and Drainage	Service Charge	Tile Supplies	At cost, if available
		Swift Falls Park Shelter	\$30.00 per day
		Swift Falls Park Camper Sites	\$20.00 per night
		Swift Falls Park Tent Sites	\$8.00 per night

Department	Type Expense	What For	Amount
Land Records	Service Charge	UCC Services	\$20.00
		Abstract & Torrens All Documents	\$46.00
		Attested Copy	\$2.00
		Certified Copy	\$10.00
		Copies of UCC	\$1.00 per document
		Well Certificate	\$50.00
		Passport Application (Book)	\$110.00 passport fee; \$25.00 local fee
		Passport Application (Card)	\$30 passport fee; \$25.00 local fee
		Passport Application (Book & Card)	\$140.00 passport fee; \$25.00 local fee
	GIS	Parcel Data	\$0.03 per parcel without tax info \$300 for full parcel layer without tax info
			\$0.05 per parcel with tax info \$450 for full parcel layer with tax info
			Free to Government Agencies
		Other Data	\$0.03 per feature \$300 for full layer
			Free to Government Agencies
		Individual Parcel Maps	Free if printed from website \$5 digital map by email \$2 printed map
Mapping Work		GIS hourly wage times 1.5	
Public Facing Online Interactive Map	No Charge		
Access to CONNECTExplorer (only available to government agencies)	\$500.00 per year		
Administrative work within CONNECTExplorer (only available to government agencies)	GIS hourly wage times 1.25		
Restorative Practices	Service Charge	Chemical Education	\$50.00

Department	Type Expense	What For	Amount
Sheriff	Service Charge	Boarding Fee for Out-Of-County Inmates	\$55.00 per day
		Booking Fee for Inmates Incarcerated	\$10.00
		Pay to stay	\$20.00 per day
		Work Release Fee	\$20.00 per day
		Work Release Sack Lunch	\$3.00
		Inmate Co-Pay for Medical Expenses	\$10.00
		Urinalysis testing	\$10.00 to \$70.00 (Depending on Type)
		Fingerprinting Applicants	\$10.00
		Permit to purchase	No charge
		Permit to carry	\$75.00 to \$100.00 (Depending on Type)
		Service of a Summons and Complaint	\$55.00
		Commission for Collection on Executions	6% on total
		Posting Notices of Sale	\$55.00
		Certificate of Sale	\$55.00
		Mortgage Foreclosure Sale	\$75.00
		Service of Process - Not Found	\$55.00
		Redemption of Property	\$100.00
		All other processes	\$55.00
		Mileage	\$0.60
		Deputy Labor for Property Inventory/Escorts/Events	\$75/hr with minimum of 3 hrs
		Labor for Records Staff in Supplying Documents	\$25/hr
		Explosives Permits	No charge
		Burning Permits	No charge
License Fee	Dangerous Dog	\$100.00	
Other Fees	Portable Breath Test	\$3.00	
	Electronic Home Monitoring	\$20.00 per day	

Department	Type Expense	What For	Amount
Treasurer	License Fee	Marriage License	\$115.00 (Reduced to \$40.00 if pre-marital counseling is received.)
	Service Charge	Birth Certificate	\$26.00 for first copy; \$19.00 for second copy
		Death Certificate	\$13.00 for first copy; \$6.00 for second copy
		Tax payments received without statement/stub	\$5.00
		Tax Searches	\$2.00 per parcel
		Tax Statement Copies	\$.25 per statement
Veteran's Service	Service Charge	Transportation to VA Medical Center	VA provided travel pay or if no travel pay then \$15.00



Request for Board Action

BOARD MEETING DATE:
June 5, 2017

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of a Conditional Use Permit #5377 requested by EKC Plus, LLP (Owner) to establish a new gravel pit for gravel extraction. This gravel pit would be located on an 80 acre parcel located in Shible Township. There would be approximately 400,000 yards of gravel mined over 20 years. The gravel would be used for township roads & private use.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Required Conditional Use Permit per subsection 3.3 Code of Ordinances, Agricultural District I. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

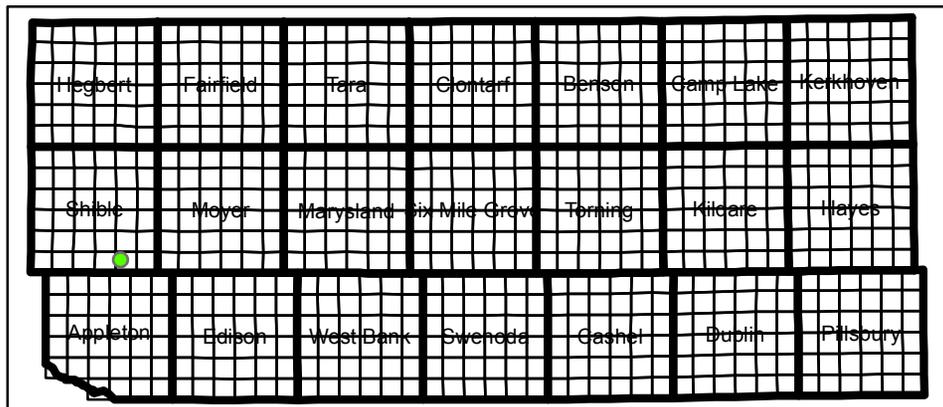
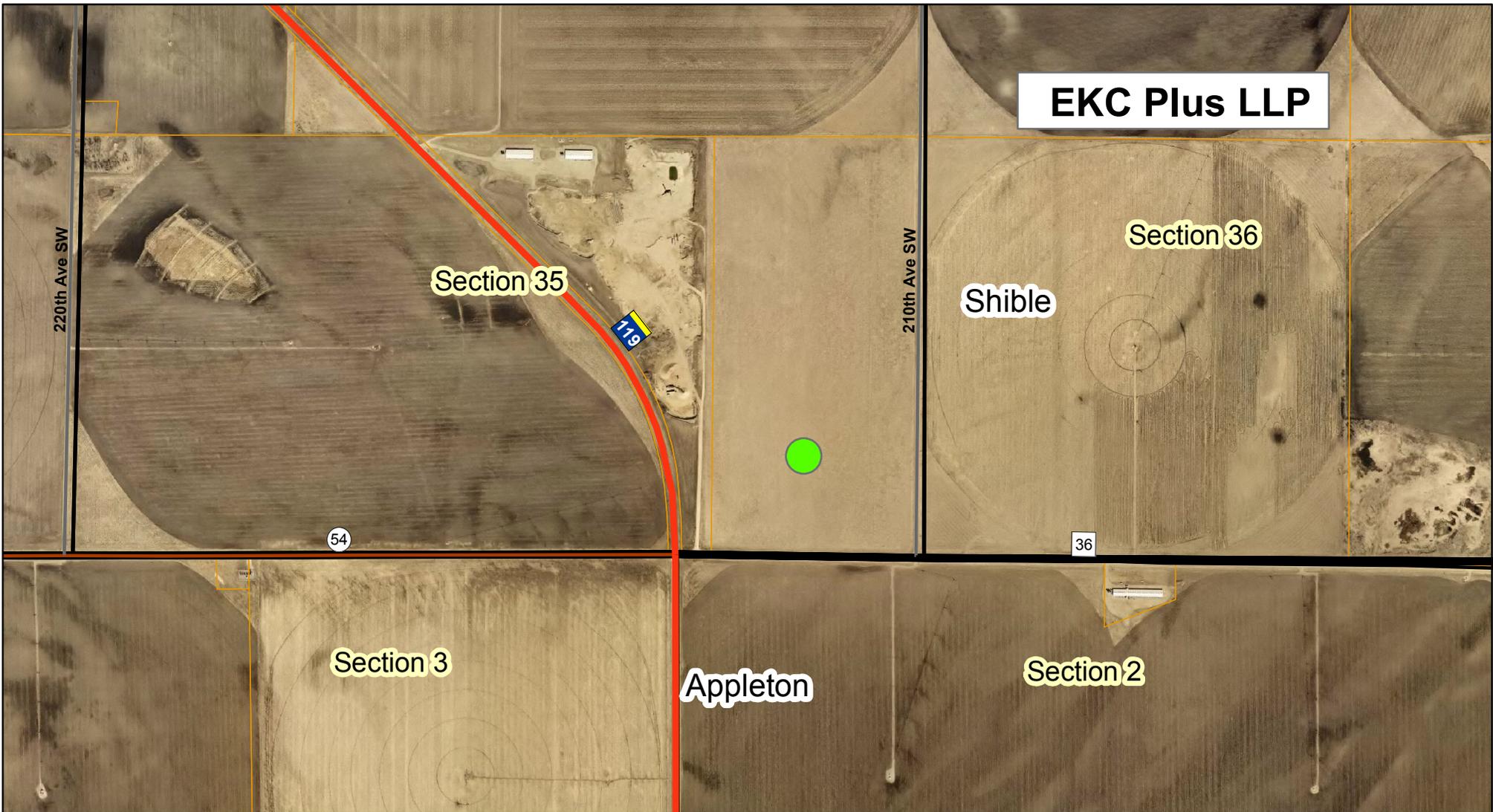
FUNDING:

Review/Recommendation

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

Board Action

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



Project: Requesting a permit for gravel extraction.
 Owner: EKC Plus, LLP
 Legal: E 1/2 of the SE 1/4 of Section 35, T-121, R-43 (Shible Township) in Swift County, Minnesota.



Proposed Special Conditions
EKC Plus, LLP
Conditional Use Permit #5377

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. No stock, overbearing, etc. shall be located less than 100 feet from the centerline of a road or 75 feet from the right-of-way line, whichever is greater.
3. No excavation of topsoil, mineral material, etc. shall be done within five (5) feet of a property line, right-of-way line or Municipal boundary. The sidewalls of all extraction pits shall be sloped to a grade of not less than 4 to 1.
4. Sufficient topsoil shall be retained at the excavation site to renovate the area.
5. When sufficient area has been excavated, the area already excavated shall be renovated as far as practical each year with topsoil being spread over the side slopes and bottom and seeded to cover up.
6. Surface water drainage in the area cannot be disturbed.
7. 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.
8. The pit owner or operator will repair roads that are damaged due to the activities of the pit to their pre-existing condition.
9. An operator's permit will be required each year the pit is in operation.
10. Granting of the conditional use-permit shall be for the plans submitted with the initial application only.
11. All plans regarding approaches and access roads, as well as traffic control must be submitted to the township chairman.
12. This Conditional Use Permit #5377 shall expire one year from the date of issuance if the permit is not utilized.
13. Violation of any of the above stated conditions may result in revocation of the conditional use permit.



Request for Board Action

BOARD MEETING DATE:
June 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: Consider approval of a Conditional Use Permit #5382 requested by Norm & Marie Commerford (Owners) to establish a new gravel pit for gravel extraction. This gravel pit would be located on a 20 acre parcel in Appleton Township. There would be approximately 130,000 yards of gravel mined over 10 years.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Required Conditional Use Permit per subsection 3.3 Code of Ordinances, Agricultural District I. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING:

Review/Recommendation

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

Board Action

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

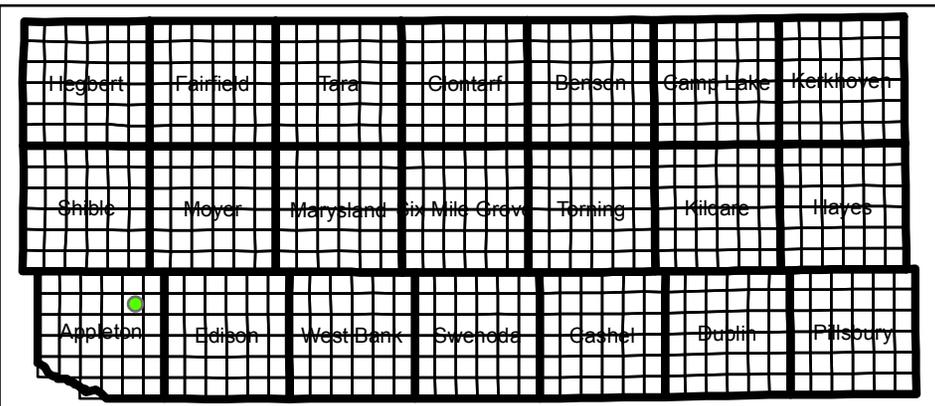
**Norman & Marie
Commerford**

Appleton

Section 11



119



Project: Requesting a Conditional Use Permit for gravel extraction

Owner: Norman & Marie Commerford

Legal: NE 1/4 of the SW 1/4 of Section 11, T-120, R-43 (Appleton Township) in Swift County, Minnesota.



Created: May 2, 2017

Proposed Special Conditions
Norman & Marie Commerford – Appleton Twp.
Conditional Use Permit #5382

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. No stock, overbearing, etc. shall be located less than 100 feet from the centerline of a road or 75 feet from the right-of-way line, whichever is greater.
3. No excavation of topsoil, mineral material, etc. shall be done within five (5) feet of a property line, right-of-way line or Municipal boundary. The sidewalls of all extraction pits shall be sloped to a grade of not less than 4 to 1.
4. Sufficient topsoil shall be retained at the excavation site to renovate the area.
5. When sufficient area has been excavated, the area already excavated shall be renovated as far as practical each year with topsoil being spread over the side slopes and bottom and seeded to cover up.
6. Surface water drainage in the area cannot be disturbed.
7. 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.
8. The pit owner or operator will repair roads that are damaged due to the activities of the pit to their pre-existing condition.
9. An operator's permit will be required each year the pit is in operation.
10. Granting of the conditional use-permit shall be for the plans submitted with the initial application only.
11. All plans regarding approaches and access roads, as well as traffic control must be submitted to the township chairman.
12. This Conditional Use Permit #5382 shall expire one year from the date of issuance if the permit is not utilized.
13. Violation of any of the above stated conditions may result in revocation of the conditional use permit.



Request for Board Action

BOARD MEETING DATE:
June 5, 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: Consider approval of a Conditional Use Permit #5383 requested by Norm & Marie Commerford (Owners) to set up a concrete plant, operated by Knife River, Inc. for Swift Co. Rd. #6 improvement. The approximate time span is June 15, 2017 – Sept. 15, 2017. The property will be returned to the same general condition as it was prior to the concrete plan set-up.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Required Conditional Use Permit per subsection 3.3 Code of Ordinances, Agricultural District I. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

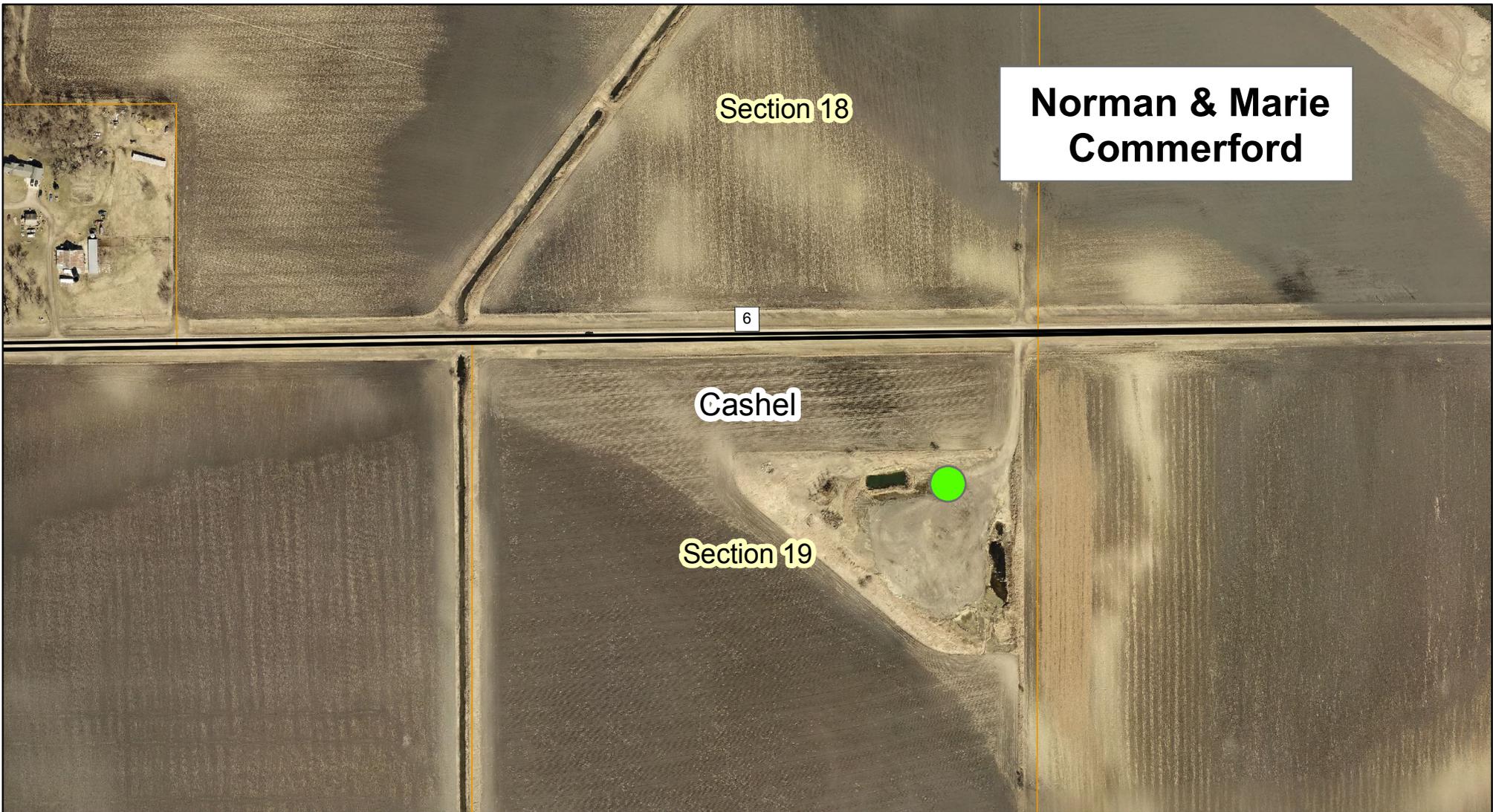
FUNDING:

Review/Recommendation

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

Board Action

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



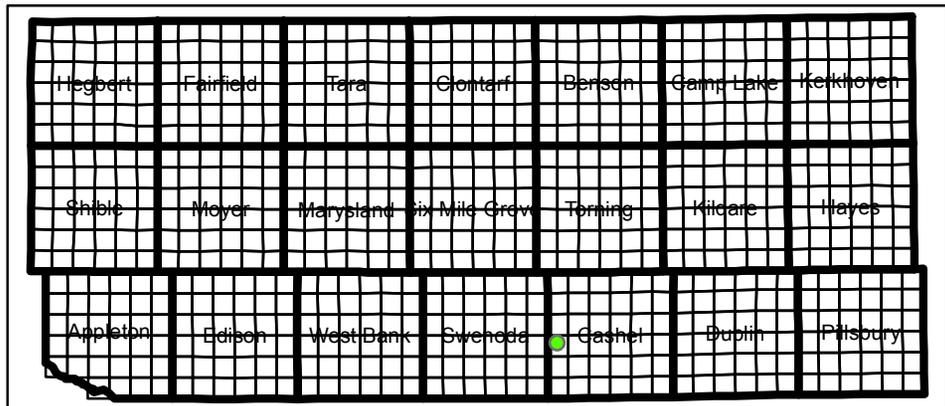
**Norman & Marie
Commerford**

Section 18

6

Cashel

Section 19



Project: Requesting a Conditional Use Permit to set up a temporary concrete plant for work on Swift Cty. Rd. #6 improvement.

Owner: Norman & Marie Commerford

Legal: NE 1/4 of the NW 1/4 of Section 19, T-120, R-39 (Cashel Township) in Swift County, Minnesota.



Created: May 2, 2017

Proposed Special Conditions
Norman & Marie Commerford – Cashel Twp.
Conditional Use Permit #5383

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. All complaints, problems or concerns regarding public health, safety and welfare must be addressed by property owner within 30 days of presentations of the complaint. Copies of all complaints and responses addressed to him shall be submitted to Swift County Environmental Services.
3. Surface water drainage in the area cannot be disturbed.
4. Compliance with the preceding conditions shall be the responsibility of the property owner. Failure to comply with these conditions shall be cause for revoking this permit until conditions are corrected.
5. Roads that are damaged due the activities of the Conditional Use Permit will be repaired by the owner or operator to their pre-existing condition.
6. This Conditional Use Permit #5383 shall expire one year from the date of issuance if the permit is not utilized.
7. Granting of the conditional use permit shall be for the plans submitted with the initial application only.
8. Knife River will be responsible for signage and will follow Swift County rules and regulations
9. Violations of any of the above-stated conditions may result in revocation of the conditional use permit.



Request for Board Action

BOARD MEETING DATE:
June 5, 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: Consider approval of a Conditional Use Permit #5384 requested by Norm & Marie Commerford (Owners) to set up an asphalt plant by Hardrives, Inc. for Hwy. 12 improvement. The approximate time span is June 15, 2017 – Oct. 1, 2017. The agreement with Harddrives, Inc. states that upon expiration of agreement, the property will be returned to the same general condition as it was prior to the asphalt plant being set up.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Required Conditional Use Permit per subsection 3.3 Code of Ordinances, Agricultural District I. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

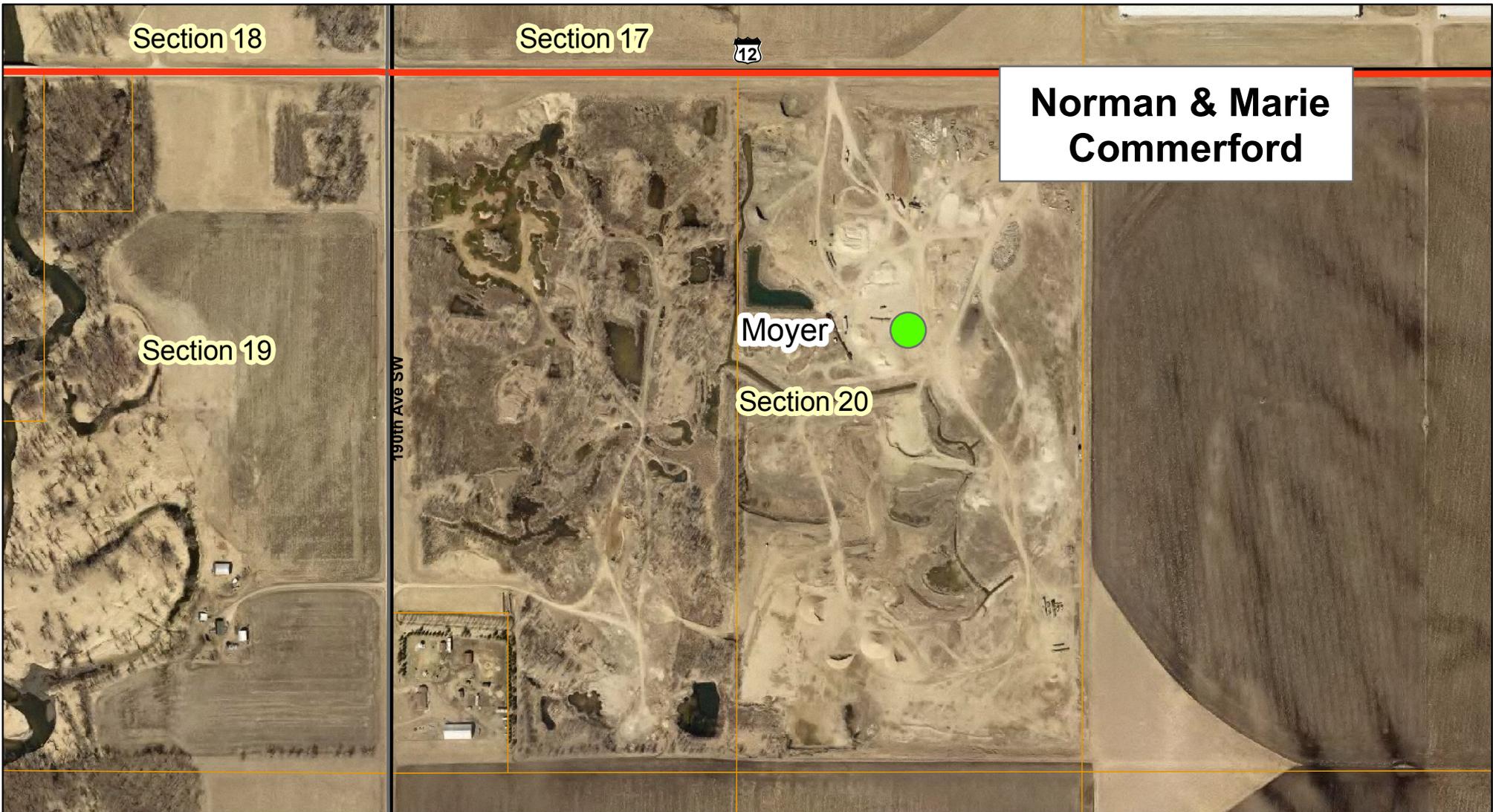
FUNDING:

Review/Recommendation

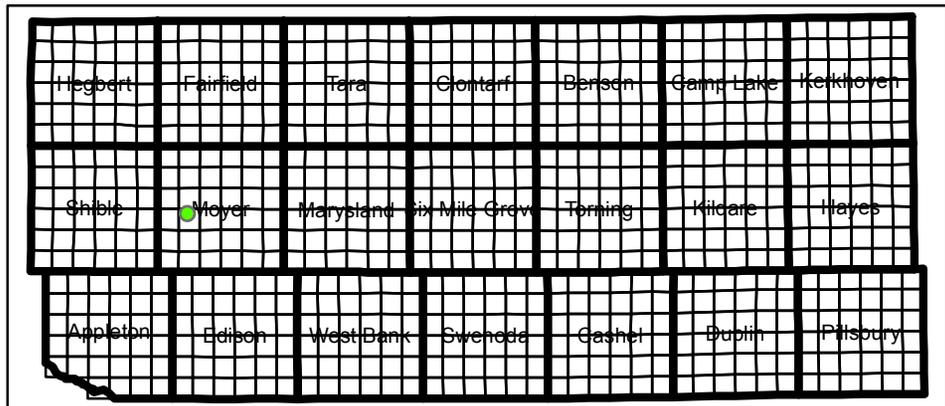
COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

Board Action

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



**Norman & Marie
Commerford**



Project: Requesting a Conditional Use Permit to set up a temporary asphalt plant for Hwy. 12 improvements.

Owner: Norman & Marie Commerford

Legal: E 1/2 of the NW 1/4 of Section 20, T-121, R-42 (Moyer Township) in Swift County, Minnesota.



Created: May 2, 2017

Proposed Special Conditions
Norman & Marie Commerford – Moyer Twp.
Conditional Use Permit #5384

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. All complaints, problems or concerns regarding public health, safety and welfare must be addressed by property owner within 30 days of presentations of the complaint. Copies of all complaints and responses addressed to him shall be submitted to Swift County Environmental Services.
3. Surface water drainage in the area cannot be disturbed.
4. Compliance with the preceding conditions shall be the responsibility of the property owner. Failure to comply with these conditions shall be cause for revoking this permit until conditions are corrected.
5. Roads that are damaged due the activities of the Conditional Use Permit will be repaired by the owner or operator to their pre-existing condition.
6. This Conditional Use Permit #5384 shall expire one year from the date of issuance if the permit is not utilized.
7. Granting of the conditional use permit shall be for the plans submitted with the initial application only.
8. Knife River will be responsible for signage and will follow Swift County rules and regulations
9. Violations of any of the above-stated conditions may result in revocation of the conditional use permit.