

Notice & Agenda

Swift County Board of Commissioners

Tuesday, June 7, 2016

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
	1-2	(1) Minutes from the May 17, 2016 Meeting
	3	(2) Minutes from the May 31, 2016 Special Meeting
	4-5	(3) Consider approving the appointment of a Technical Support Specialist
	6	(4) Consider approval of tobacco licenses for the following businesses: Ascheman Uni-Mart & Deli Corp., Casey's General Store #3268, Holloway Hideout, DeGraff Municipal Liquor Store, East Honebrink LLC, Brink's Beer Joint Bar & Grill, Kerkhoven Handi-Stop, & Don's Food Pride
	7-9	(5) Consider approval of liquor licenses for the following businesses: East Honebrink LLC (dba Brinks 104 Club) and Brinks Beer Joint Bar & Grill
	10-11	(6) Consider giving consent for the Swift County HRA to apply a special assessment to the property at 214 10th Street North, Benson in the amount of \$6,250.00
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Scott Collins, Environmental Services Director
	12-15	Consider approval of a Conditional Use Permit #5284 requested by Duininck, Inc. (Lessee) & Gordon Farms (Owner) for setting up a temporary, portable hot mix asphalt plant operation located in the NE ½ of Section 3 of Dublin Township. The purpose of this portable hot mix plant will be to overlay U.S. Highway 12.
9:15 a.m.		Commissioner and Board reports
9:35 a.m.		County Administrator report
9:40 a.m.		Citizens Comments
9:40 a.m.		Lynn Sebek of the US Fish and Wildlife Service
	16-18	Consider approving certification for a easement for wildlife habitat protection from Lori J. Tostenson and Lynnea & Robert Pritchett for property located in Section 16 of Camp Lake Township

Swift County Board of Commissioners
June 7, 2016 Meeting Agenda
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- 9:50 a.m. **Mary Amundson, Land Records Director**
19-35 Consider approving a contract with Tyler Technologies to put
 Swift County land records online
- 9:55 a.m. **County Auditor Kim Saterbak**
36-40 Review first quarter 2016 Executive Departmental Budget
 Report
- Other Business**
41-42 DoMat's Family Foods tax abatement request
43 SCBH Board of Directors - County Appointment
- 10:30 a.m. **Adjournment**

SWIFT COUNTY BOARD MINUTES

May 17, 2016

Chairman Peter Peterson called the meeting to order at 11:00 AM with all present. Also in attendance were County Administrator Mike Pogge-Weaver, County Attorney Danielle Olson, County Auditor Kim Saterbak, Casey Olson, Amanda Ness and several Human Services employees.

Chairman Peter Peterson asked if there were any changes to the agenda. Administrator Pogge-Weaver indicated that Kristina Pigford withdrew her application for Community Social Services Director and requested that Catherine Lee be added to the list of interviews.

Commissioner Fox requested the addition of a discussion on the MN River Board after the One Watershed, One Plan discussion.

05-17-16-01 Commissioner Fox moved and Commissioner Rudningen seconded to approve the agenda with the changes noted. Motion carried unanimously.

05-17-16-02 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the Consent Agenda which consisted of: (1) Minutes from the May 3, 2016 Regular Meeting (2) Approval of a resolution to enter into a Joint Powers Agreement (JPA) with the Saint Paul Port Authority (SPPA) for the administration and implementation of Property Assessed Clean Energy Program of Minnesota (PACE) on behalf of the County for energy improvements to eligible properties (3) Approval to increase credit card purchasing limits for certain employees (4) Appointment of an Assistant County Attorney and (5) Amendment of the public hearing for June 21, 2016 at 11:00 AM to July 5, 2016 at 9:00 AM and appointment of Jim Weidemann as viewer for a petition to outlet lands into CD #60. Motion carried unanimously.

05-17-16-03 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the Commissioner warrants as follows: Revenue: \$106,577.50; Solid Waste: \$39,379.67; Road and Bridge: \$11,157.32; Human Services: \$540.52; County Ditches: \$20,901.34; and County Health Insurance: \$436.00 which includes the following bills over \$2,000: Chippewa County Auditor-Treasurer, \$15,722.04; Computer Professionals Unlimited Inc., \$5,727.24; Dooley Petroleum, Inc., \$2,202.47; Election Systems & Software Inc., \$7,607.50; Goff Public, \$5,043.68; Kandiyohi County Sheriff's Dept., \$7,695.12; Mactek Systems, Inc., \$4,311.00; MN Pollution Control, \$17,032.71; Motorola, \$13,297.44; Pflipsen Trucking LLC, \$11,968.06; Pomme de Terre River Association, \$12,824.00; Rinke Noonan, \$2,764.50; Sand Creek Group, Ltd., \$2,211.60; Swift County Fair Association, \$2,225.00; Swift County Monitor News, \$4,382.00; Upper MN Valley RDC, \$13,584.00; Waste Management of Northern Minnesota, \$8,155.51; and Yellow Medicine County Jail, \$2,605.55. Motion carried unanimously.

Human Services employees Lorri Pederson, Teresa Guest, Emily Rademacher, Whitney Tofte, Gary Jensen, Heather Giese, and Leanna Larson presented their report out on the LEAN Kaizen event regarding the Intake Process.

Pomme de Terre River Association Project Coordinator Jared House requested approval of a resolution supporting the association's application for a "One Watershed, One Plan" project.

05-17-16-04 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve resolutions supporting Pomme de Terre River Association and Chippewa River Watershed's applications. Motion carried unanimously.

A discussion was had regarding a bill introduced that would allow for a one-time payment to the MN River

Board.

05-17-16-05 Commissioner Fox moved and Commissioner Hendrickx seconded to approve a resolution opposing the bill. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Pete Peterson reported on 6W Corrections and Countryside Public Health. Commissioner Fox reported on Pomme de Terre Watershed, Woodland Centers, Well-Being Committee, and Restorative Practices. Commissioner Edward Pederson reported on Building Committee, Historical Society, and SWCD. Commissioner Rudningen reported on Well-Being Committee, Human Services Interviews, Enhancing the Organization, and Glacial Ridge Scenic Byway. Commissioner Hendrickx reported on AMC Futures.

Administrator Pogge-Weaver updated the board on the April health insurance balances and adding the SCBH building plan to the May 31st special board meeting.

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

County Engineer Andy Sander recommending awarding Sealcoat Project SAP 076-030-004 to the low bidder and authorizing the Board Chair to sign the contract.

05-17-16-06 Commissioner Hendrickx moved and Commissioner Rudningen seconded to award the bid to Morris Sealcoat and Trucking, Inc. at \$228,042.40 and authorize the Board Chair to sign the contract. Motion carried unanimously.

The Commission recessed for lunch at 11:57 AM and reconvened at 12:30 PM.

The Commission completed interviews for the Community Social Services Director position. Interviews with the final candidates included Catherine Lee at 12:35, Wendy Danicourt at 1:35 and Lorri Pederson at 2:30. Interviews concluded at 3:45 and the Commissioners discussed the candidates.

Commissioner Hendrickx moved and Commissioner Fox seconded to extend an offer for the Community Social Services Director to Catherine Lee with an alternate of Lorri Pederson if Mrs. Lee turned down the position. Motion carried 4-1 with Commissioner Rudningen opposing.

With no other business before the board, Chair Pederson adjourned the meeting at 4:48 PM.

WITNESSED:

Peter Peterson, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board

SWIFT COUNTY BOARD MINUTES
May 31, 2016

Chairman Peter Peterson called the special meeting to order at 8:30 AM with all present. Also in attendance was County Administrator Mike Pogge-Weaver.

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

05-31-16-01 Commissioner Rudningen moved and Commissioner Fox seconded to approve the agenda with the changes noted. Motion carried unanimously.

At 8:32 AM Kurt Waldbillig SCBH CEO and Dan Enderson SCBH CFO presented information on the proposed assisted living project and hospital renovations.

At 9:52 AM Chris Eng and George Eilertson of Northland Securities provided the board on overview on bonding options for the County to the board.

At 10:25 AM Joel Dunning and Jonathan Loose of Wold Architects and Engineers presented the County Space Study to the board.

At 11:35 AM County Engineer Andy Sander and Assistant County Engineer Paul Petrick presented and overview to the county board on the County highway system.

At 12:20 PM the board recapped the discussions of the day. No action was taken by the board.

With no other business before the board, Chair Peterson adjourned the meeting at 1:21 PM.

WITNESSED:

Peter Peterson, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
June 7, 2016

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 the appointment of a Full-Time Technical Support Specialist	
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 is working to fill a new and budgeted Technical Support Specialist at the County. This position was authorized and funded for the 2016 budget. The County interviewed 3 individuals for the position. The candidate that staff is seeking to hire has over 20 years of IT experience which would be valuable to the County. Staff is requesting board approval to hire this individual at step 5 in recognition of the experience they have.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: None

Review/Recommendation

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

Mike Pogge-Weaver
Swift County Administrator



301 14th St N
P.O. Box 288
Benson, MN 56215

Phone (320) 314-8399
Fax (320) 843-2275

e-mail:
mike.poggeweaver@co.swift.mn.us

May 16, 2016

Cynthia Roberts
308 Heather Lane
Tuttle, OK 73089

Re: Conditional Offer of Employment

Dear Mrs. Roberts:

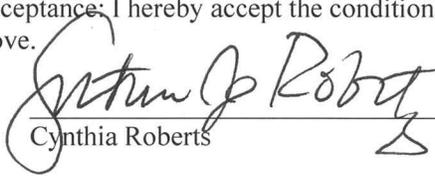
This letter is a written follow-up our employment offer. I would like to formally extend a job offer as a full-time Technical Support Specialist here at Swift County. I look forward to you joining our county organization. This conditional offer of employment is contingent on successfully passing a background investigation.

Your first day as full time, Technical Support Specialist is yet to be determined. Please let me know a tentative start date when you return this letter. This position is a full-time, non-exempt, hourly, permanent appointment; office hours are 8 a.m. until 4:30 p.m.. Your direct supervisor will be Rob Lee. Your beginning wage will be \$22.12 (grade 10-step5), subject to board approval. The probationary status is for one (1) year. This is in conformity with the current Labor Agreement between Swift County and Local 2538 AFSCME Council 65, AFL-CIO.

We look forward to having you beginning your career with us. Please acknowledge your acceptance of this offer by signing below and returning this document to me no later than May 24, 2016.

Candidate Acceptance: I hereby accept the conditional offer of employment with Swift County as stipulated above.

Signature:


Cynthia Roberts

5/19/16
Date

Cordially,


Mike Pogge-Weaver
Swift County Administrator

County Board Approval:

Peter Peterson
Swift County Board Chair

Date

Note: This offer is subject to approval by the Swift County Board of Commissioner. The required consultation meeting between the union and employer occurred on May 3, 2016.

cc: Rob Lee, IT Director
Payroll



Request for Board Action

BOARD MEETING DATE:
June 7, 2016

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: Ascheman Uni-Mart & Deli Corp, Casey General Store #3268, Holloway Hideout, DeGraff Municipal Liquor Store, East Honebrink LLC, Brink's Beer Joint, Kerkhoven Handi-Stop & Don's Food Pride	
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 have 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: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Approved	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None



Request for Board Action

BOARD MEETING DATE:
June 7, 2016

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of liquor licenses for the following businesses: East Honebrink LLC (dba Brinks 104 Club) and Brinks Beer Joint Bar & Grill.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Liquor licenses are required to be reviewed by the Board of Commissioners
BACKGROUND/JUSTIFICATION: Yearly renewal of liquor 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: Mike Pogge-Weaver
RECOMMENDATIONS: Approve	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None



Minnesota Department of Public Safety - Alcohol and Gambling Enforcement

445 Minnesota Street, Suite 222 St. Paul, MN 55101 651-201-7500

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code CTCMBN License Period Ending 6/30/2016 ID# 41379

ISSUING AUTHORITY Swift Co

Licensee Name East Honebrink LLC

Trade Name Brinks 104 Club

City, State, Zip Code 390 180th Ave NE

Sunburg MN 56289

Business Phone 3208434900

License Fees: Off Sale \$300 On Sale \$1,000 Sunday \$0

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

- 1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB 9/15/1980 SS# [Redacted] Date 4/22/16
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature [Signature] Date 8/11/14
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature [Signature] Date 5-23-16
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement

445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7500

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code CTCMBS License Period Ending 6/30/2016 ID# 28090

ISSUING AUTHORITY Swift Co

Licensee Name Honebrink LLC

Trade Name Brinks Beer Joint Bar & Grill

City, State, Zip Code 203 Danelz Ave
Benson MN 56215

Business Phone 3208434900

License Fees: Off Sale \$300 On Sale \$1,000 Sunday \$300

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2 & liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB 9/15/80 SS# [Redacted] Date 5/5/16
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature [Signature] Date 5/11/16
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature [Signature] Date 5-23-16
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.



Request for Board Action

BOARD MEETING DATE:
June 7, 2016

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider giving consent for the Swift County HRA to apply a special assessment to the property at 214 10th Street North, Benson in the amount of \$6,250.00	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: Swift County HRA is asking to apply a special assessment to the property at 214 10th Street North, Benson for water damage repair.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? no	

Budget Information

FUNDING: \$6,250 by Swift County HRA

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a

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 make repairs at 214 10th Street North Benson, MN, 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 \$6,250.00 special assessment to the property at 214 10th Street North, Benson, MN with a parcel number 23-0022-000 in the name of Swift County.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 7th of June, 2016.

Swift County Board of Commissioners

Peter Peterson, Chairman

ATTEST:

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

Fox ___
P. Peterson ___

Hendrickx ___
Rudningen ___

E. Pederson ___



Request for Board Action

BOARD MEETING DATE:
June 7, 2016

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 #5284 requested by Duininck, Inc. (Lessee) & Gordon Farms (Owner) for setting up a temporary, portable hot mix asphalt plant operation located in the NE ½ of Section 3 of Dublin Township. The purpose of this portable hot mix plant will be to overlay U.S. Highway 12.	
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: N/A

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

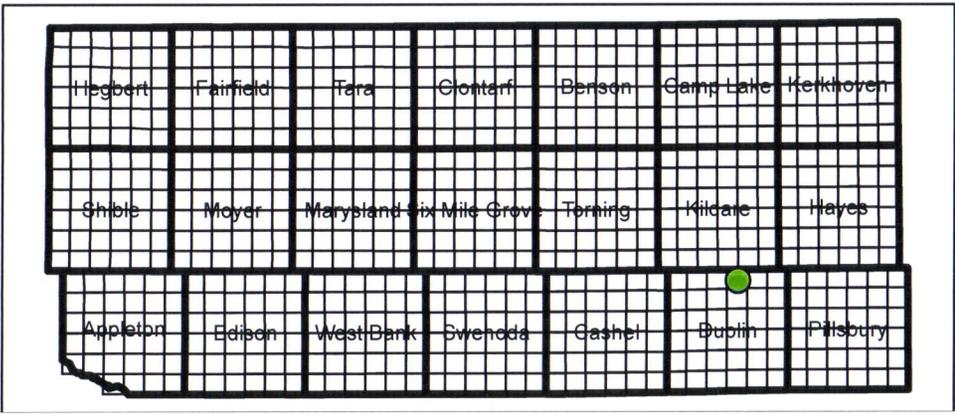
We plan to use this property to set up a temporary portable asphalt plant for use in the 2016 construction season, primarily for the TH 12 repaving project from Kerkhoven to Benson. The topsoil on the property will be removed, the ground leveled, and the plant set up. All materials to be used in the asphalt hot mix will be imported to the site and will be completely used up in this season. No materials will be left. Upon completion of operations, the topsoil will be placed back on the site, and will return to an agricultural use.

Proposed Special Conditions
Duininck Inc. & Gordon Farms
Conditional Use Permit #5284

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 #5284 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. Duininck Inc. will be responsible for signage and will follow MN DOT rules and regulations
9. Violations of any of the above-stated conditions may result in revocation of the conditional use permit.



Gordon Farms, Inc.



Project: Operate a temporary, portable hot mix asphalt plant.
 Owner: Gordon Farms, Inc.
 Legal: That portion of the W'ly 3,300' of the N 1/2 of Sect. 3 Dublin Township in Swift County, MN.



IN REPLY REFER TO:

United States Department of the Interior

FISH AND WILDLIFE SERVICE

18965 County Highway 82
Fergus Falls, Minnesota 56537
218-736-0622



RE – Minnesota W.A.
Swift
Tostenson, Lori J., et al

May 13, 2016

Mr. Mike Pogge-Weaver
Swift County Administrator
301 14th Street North
Benson, Minnesota 56215

Dear Mr. Pogge-Weaver:

The U.S. Fish and Wildlife Service recently secured an easement for wildlife habitat protection from Lori J. Tostenson, a single person, of Benson, Minnesota, and Lynnea Y. Pritchett and Robert Pritchett, wife and husband, of Willmar, Minnesota. This is a habitat easement protecting wetlands and upland while allowing haying. The land is outlined on the attached photo and platbook page.

It is my intention to meet with the Swift County Board of Commissioners on June 7, 2016, at 9:25 a.m. to request certification of this tract.

Please forward this information to each of the county commissioners. Please contact me at 218-736-0622 if you have any questions.

Sincerely,

Lynn Sebek
Realty Specialist

cc: Pamela L. Baldwin, Clerk of Camp Lake Township



**Lori Tostenson
Lynnea Pritchert
Habitat Easement
Delineation**

County: Swift

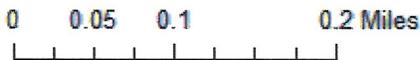
T122N, R38W, Sec. 16

Wet Acres: 17.875

Total Acres:40.0

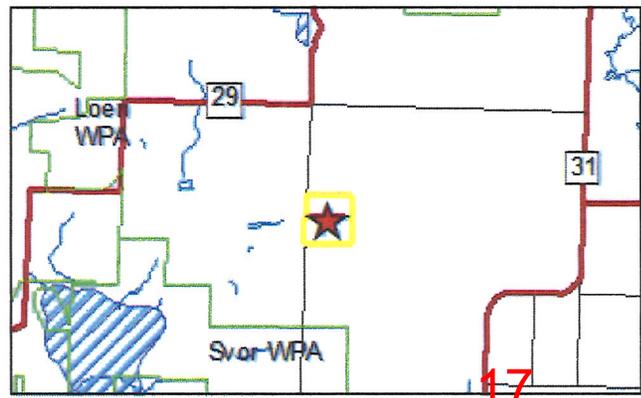
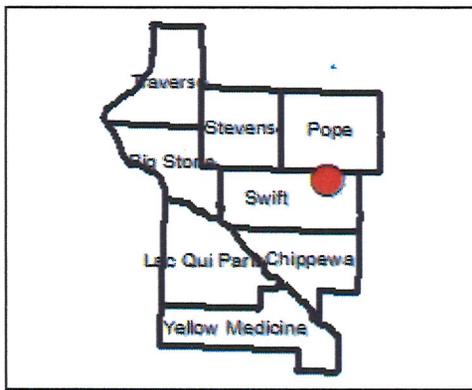


Submitted By _____ Date _____



Legend

- Acquisition Boundary
- Waterfowl Production Areas
- Habitat



Your Ad Could Be Here

in the Next Plat and Directory Publication.

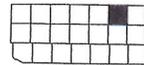
Contact Farm & Home Publishers 1-800-685-7432 • Fax 641-444-5150

E-Mail info@farmandhomepublishers.com

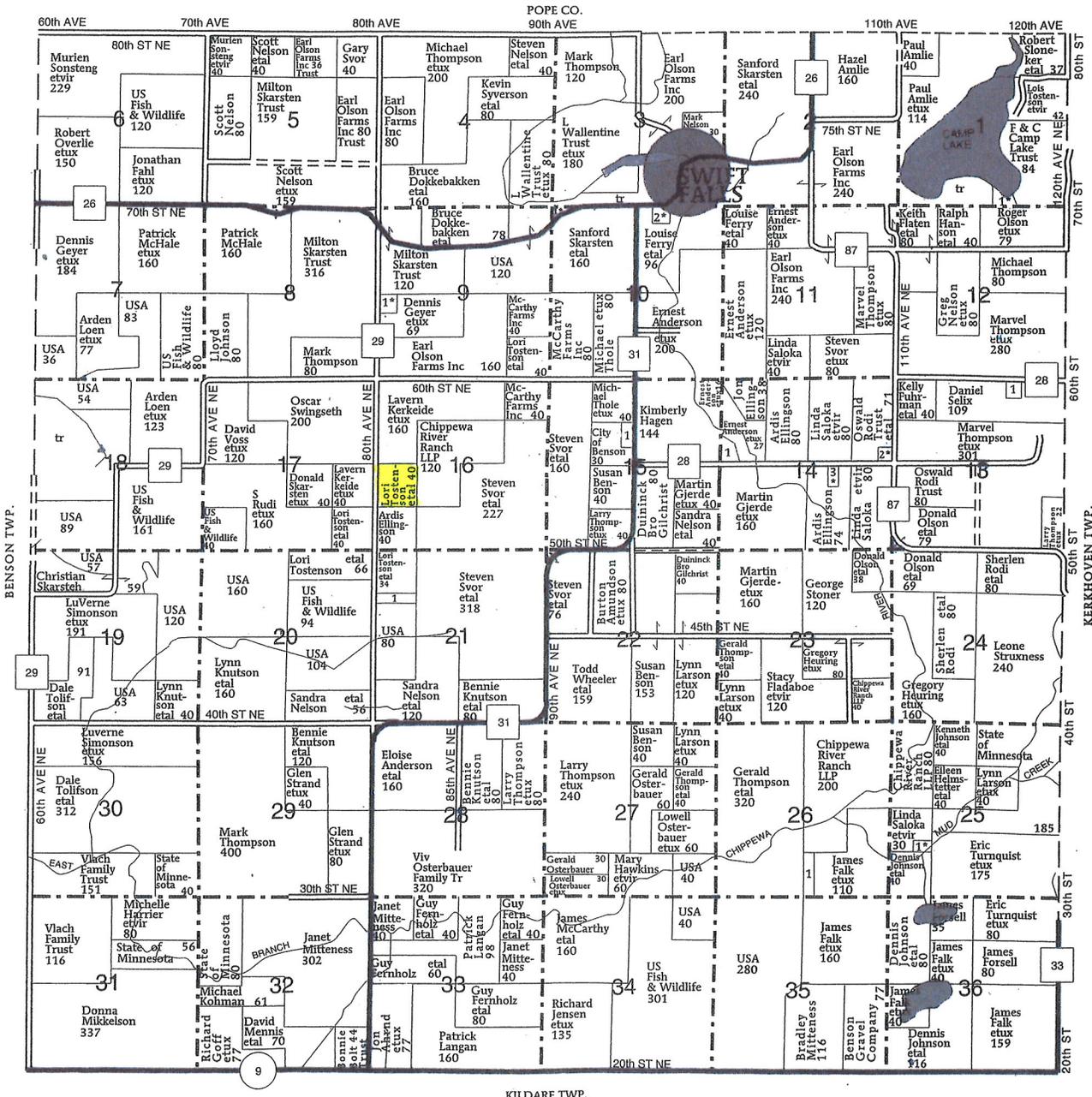
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T-122-N

CAMP LAKE PLAT



R-38-W



- CAMP LAKE TOWNSHIP**
- SECTION 1**
1. Olson, Roger 12
- SECTION 9**
1. Geyer, Jason 11
- SECTION 10**
1. Stensrud, Ellsworth 12
2. Vantries, James 6

- SECTION 13**
1. Anderson, Robert 9
- SECTION 14**
1. Hagen, Kimberly 15
2. Anderson, Jason 9
3. Gronseth, Rick 6
- SECTION 15**
1. County of Swift 10

- SECTION 21**
1. US Fish & Wildlife 7
- SECTION 25**
1. Grendahl, Phillip 10
- SECTION 26**
1. Johnson, Edward 10



Request for Board Action

BOARD MEETING DATE:
June 7, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Land Records	REQUESTOR: Mary Amundson	REQUESTOR PHONE: 320-843-3377
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a contract with Tyler Technologies to put Swift County land records on line	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: This will allow for Swift County Land Records to be accessible online for a fee and be available with full indexing from July 1, 1986 to the present. A variety of payment/search options will be available. Most surrounding counties have real estate records available online to some extent.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: Contract with Tyler Technologies will be paid from Land Records' technology fund. Land Records will recoup funds from subscriber's usage.

Review/Recommendation

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



Proposal

Local Government Division

iDoc 5

Presented to:

Mary Amundson

Dept Head-Land Records

Swift County

PO Box 246

Benson, MN 56215

320-843-3377

mary.amundson@co.swift.mn.us

Proposal date:

May 13, 2016

Submitted by:

Christine Jandreau

800-554-4434

christine.jandreau@tylertech.com

Tyler Technologies

Local Government Division

5519 53rd Street

Lubbock, Texas 79414

Investment Summary

Mary Amundson
Swift County
May 13, 2016



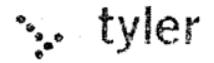
Proposal Valid for 120 days

Cost Breakdown

	Cost	Annual Fees
Software		
iDoc 5	3,500	840
Annual Hosting Fee (required)		1,200
	3,500	2,040
Professional Services		
Implementation	1,960	
	1,960	
Project Sub-Total	5,460	2,040
Total First Years Cost (includes 1st year support)	7,500	

Remote Services Only

Software Licenses
 Mary Amundson
 Swift County
 May 13, 2016



Application Software	QTY	Hours	Services	License Fee	Annual Fees
Document Pro Suite					
Project Management		2	280		
iDoc 5 o On-line access w/eCommerce capability. Includes configuration, installation and training	1	12	1,680	3,500	840
Hosting Services at Tyler Secure Data Center o Can be paid monthly or annually Required for iDoc 5 / Market <i>(Revenue Share and Hosting Agreement required. Example attached)</i>	1				1,200
<hr/>					
Document Pro Application Subtotal		14	1,960	3,500	2,040
<hr/>					
Application and System Software Total		14	1,960	3,500	2,040

Services billed as incurred



Additional Terms for iDoc5

The following additional terms apply only to the use of iDoc5. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement. All terms contained in your License and Services Agreement not superseded herein shall govern your use of iDoc5.

1. License Term. Your license to use iDoc5 shall be for a one (1) year term, commencing on the Effective Date, and shall auto-renew for an additional one (1) year term, unless terminated in writing by either party on at least sixty (60) days written notice.
2. iDoc5 Services. We will host iDoc5 on a website accessible over the Internet in exchange for a fee. The website will contain both static information pages, non-static interactive pages, and payment function pages equipped to accept credit/debit card payment of fees and other amounts from users via Secured Socket Layer (SSL) encryption (together, "iDoc5 Services"). You will refer users to iDoc5.
3. Source Data. You will source your land records that Tyler will make available on iDoc5. All data to be displayed on iDoc5 is public and you authorize us to display such data on iDoc5. We will:
 - a. host your data at a secure data center, and
 - b. upload your data to the iDoc5 website up to four (4) times per day.
 - c. assume responsibility for affecting all data transfers, but you are responsible for the accuracy of the data.
4. Connectivity and Site Requirements. You will:
 - a. maintain a high-speed internet connection capable of efficiently uploading data to our data center (at least 1.5 mbps download and 512 kbps upload) with a static IP address;
 - b. install and run Tyler Web Services, which require a dedicated IP address (wireless internet connections are not sufficient);
 - c. provide us with an IP connection to your network through Citrix GotoAssist
5. VPN. We are not responsible for purchase of VPN client software license or configuration of your firewall settings.
6. Transaction Costs. We will pay all transaction costs, including credit card processing, associated with the iDoc5 Services. We will also provide unlimited telephone support, support via Internet, and all software upgrades, enhancements and new releases at not additional costs to you.
7. Hosting Fee. You will pay us a monthly hosting fee in the amount of \$[100.00].
8. User Fees.
 - a. A user will be assessed a fee based on the length of time the user accesses records and/or on the quantity of records accessed. The fee shall depend upon whether the user purchases a subscription to iDoc5 ("Subscription User") or not ("Non-Subscription User.")
 - i. Subscription Users will be assessed a monthly fee, allowing unlimited access to records

- available on iDoc5. Subscription Users may also be charged for documents viewed and/or images printed.
- ii. Non-Subscription Users will be charged non-subscription transaction fees, which include fees for both general system access and for document viewing and image printing.
- b. Revenue generated from user fees will be divided as follows:
- i. For Subscription Users, you will receive eighty percent (80%) of the subscription fee and every subscription transaction fee.
 - ii. For Non-Subscription Users, you will receive sixty percent (60%) of every Non-Subscription transaction fee.
- c. We will calculate your share of revenue from user fees on a monthly basis. We will pay you that amount, less the monthly hosting fee. If, in any month, your share is less than the monthly hosting fee, we will invoice you for the difference. Payment of invoices will be in accordance with our Invoicing and Payment Policy.
9. Payment Modifications. We may modify user fees and sharing percentages on an annual basis.

Swift County Land Records' documents are now online.

I am enclosing an overview of what is available and some "Searching Tips" to guide you along.

A fee schedule is also enclosed and offers a variety of options.

You will need to go onto the Swift County Website at www.swiftcounty.com and choose Land Records under County Departments and then choose the On-line services. The link will take you to www.idocmarket.com and simply follow the steps through. It is available 24/7 to users.

If you have any questions or concerns, feel free to contact us by phone at 320-843-3377.

A subscription to the data requires an On-Line Access Agreement. Please contact us and we will furnish the agreement to you for your review and signature. We will require a signed agreement before a subscription can be issued.

A quick pass (1 hour) and a Day Pass do not require a subscription agreement.

SUBSCRIBE TO SWIFT COUNTY, MINNESOTA, Land Records

Data Availability- Computer Indexing and images available from July 1, 1986, to the present.
We are gradually working on back indexing.

	Quick Pass (1 Hour)	Day Pass	Monthly Subscription (Plan A)	Monthly Subscription (Plan B)	Monthly Subscription (Plan C)	Monthly Subscription (Plan D)
Searches	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Views	\$1.00 (2 Free)	\$1.00 (5 free)	\$0.80 (100 free)	\$0.75 (200 free)	\$0.70 (400 free)	Unlimited
Prints	\$0.50/page Images print with watermarks	\$0.50/page Images print with watermarks	\$0.35/page Images print with watermarks			
PRICE	\$6.00	\$10.00	\$50.00	\$100.00	\$200.00	\$500.00

SWIFT COUNTY ON-LINE REAL ESTATE RECORDS DISCLAIMER

The information provided reflects the information maintained by the Swift County Lands Records Department. This information is being provided online as a public service. Neither Swift County, Minnesota, nor any agency, officer or employee of Swift County warrants the accuracy, reliability or timeliness of any information published on this web site, nor endorses any content, viewpoints, products, or services linked from this web site, and shall not be held liable for any losses caused by reliance on the accuracy, reliability or timeliness of such information. Portions of such information may be incorrect or not current. Any person or entity that relies on any information obtained from this web site does so at his or her own risk.

RECORDS AVAILABILITY:

In Swift County, the index of real estate documents recorded beginning July 1, 1986, has full indexing (including Grantor/Grantee, date and time of recording, legal description, and Book and page). Parcel number is not available on these documents until January 1, 2013.

There are images available from 1970 to June 30, 1986, with limited indexing. The majority of these documents are indexed with document number and book and page. We cannot guarantee that all documents from 1970 to 1986 are included; that should be double checked against the tract index.

AVAILABILITY OF RECORD INFORMATION BASED ON RECORDING DATE: Limited grantor/grantee (or party) index, Image available, and data entry -- next business day following recording date;

Data entry verification: Two business days following recording date.

ACCESSING THE RECORDS:

The Swift County Real Estate Records can be accessed on-line using iDoc Market at <https://www.idocmarket.com>.

It offers both short-term day passes and longer term subscriptions, depending on your needs. You can then perform unlimited searches for the duration of your subscription. It keeps track of your prints and charges your credit card accordingly.

To obtain a subscription for monthly access you will need to complete an agreement and sign and return the same to the Land Records office. Please call our office at 320-843-3377 and we will forward an agreement to you. No signed agreement is required for a one hour or one day pass access.

The iDoc Market website has been developed and designed to use as a search mechanism for information on individual property parcels. Swift County reserves the right to deny site access to any individual or entity determined to be misusing the site.

iDocMarket Search Tips

What records can be accessed?

Recording information and images of **abstract real estate documents** are available from July 1, 1986 to the present.

Torrens documents and certificates are available from November 9, 2012 to the present.

Images of **Plats** are scanned in and indexed by the plat name and document number only at this time. Legal descriptions will be added as time permits for additional indexing. To locate a Plat, you need to choose Instrument type as "Plat" and then choose the city and subdivision. For rural plats, you need to again choose instrument type as "Plat" and then the subdivision.

Images of **Government corners** are indexed by section, township and range.

We are in the process of adding images and indexing information on older records as time allows. There are some images in the system from 1970 to June 30, 1986, wherein they have been indexed by document number and book and page.

iDocMarket Searching

Searches can be done with a wide variety of criteria. You can utilize more than one field of options at a time in your searching. Please keep in mind that sometimes entering less in the search criteria fields can be better as results will not be as restricted. Do not enter any punctuation in the search fields.

The first option listed is by **Recording date**. You can either enter the specific recording date or a range of possible dates.

You can also search by **Document Number** if you know it. Swift County abstract document numbers consist of six digits. Torrens documents are four digit numbers as are the Certificates of Title.

To search by **Book and Page**, the field is to be filled out as **99D (for Book 99 Deeds) or 125M for 125 Mortgages, and 8MIS for 8 Miscellaneous. The page is simply put in as the page it is, for example 867 .**

If you know the specific **Instrument type** and wish to conduct your search that way, you can click on the down arrow and scroll through the instrument types to highlight the one you want to use.

Under **Party Name**, make your selection from the drop down box between "Contains", "Starts with", "Ends with" or "Equals". Then Tab to the next field and enter the last name of the party followed by a space and then the first initial or first name.

Use the drop down arrow for searching **City or "Rural plats"** etc.

For **Subdivision**, click on the drop down arrow and highlight your choice. Enter the desired Lot and Block in the field below.

You can also search by **Section/Township/Range** and click on the appropriate areas in the **Sectional Chart** to the right to indicate your desired tracts within or the Govt Lot field below. (Not all government lots converted correctly and completely, so it is recommended that the actual legal description (quarter, section, township and range) be used if possible when searching.

As far as searching with the specific **Outlot** field, we are not certain how that information converted over or that it would be the most reliable area. We would suggest doing a search by putting the desired Outlot number in the "Lot" field and also searching again using the "Outlot" field.

In using the **Parcel ID** field, please note that it is not a complete document reference or historical field. Swift County Land Records began indexing parcel codes on deeds and mortgages after November 9, 2012. Parcel codes are not tied to previously recorded documents.

We would recommend searching by legal description as a first option if you have that available. Grantor/Grantee may not be complete on documents before November 9, 2012. For example, if there were two or more grantees on a document, it is possible that only the first mentioned one may show up in a search by grantor/grantee names.

SWIFT COUNTY LAND RECORDS ON-LINE ACCESS AGREEMENT

THIS AGREEMENT, by and between the County of Swift, Minnesota, a municipal corporation, by and through the Swift County Land Records Office, hereinafter collectively referred to as "Land Records" and _____, hereinafter referred to as "User".

WITNESSETH:

WHEREAS, County maintains information within the Land Records Office which is of assistance to various entities and individuals; and,

WHEREAS, User desires to access information pertaining to real property for its own use at a price sufficient to permit Land Records to recover its costs of labor and material as well as depreciation of in house resources; and,

WHEREAS, User understands that changes and adjustments are made in the official records from time to time which may be in process at any given time and the information received by User will be subject to such changes and adjustments.

NOW THEREFORE, in consideration of the mutual undertakings and agreements contained herein, the Recorder and User hereby agree as follows:

1. **Scope of Services**

County's Responsibilities:

Land Records agrees to provide User access to certain public information contained within computer files of Swift County as indicated below:

1. Real Estate Grantor/Grantee Indexes July 1, 1986, to date through the IDOC software program.
2. Real Estate Tract Index July 1, 1986, to date through the IDOC software program.
3. Real Estate Document Images July 1, 1986, to date through the IDOC software program.

The obligation to provide such access is subject at all times to the obligation of Land Records to fulfill its statutory duties. Land Records obligation and User rights under this agreement are secondary to the statutory duties of the Recorder/Land Records Department Head.

Service will be provided to User, on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by the Land Records Office or by the County Information Systems at its sole discretion.

Recorder reserves the right to add additional databases, and to offer them to User at the sole discretion of the Lands Records Office. User access to any additional information shall be evidenced by a new writing that shall be incorporated into the Agreement and made a part hereof.

2. User Responsibilities:

1. Payment in full is due before access is allowed. Checks will be made payable to Swift County Land Records and sent to PO Box 207, Benson, MN 56215. Advanced payments are required.
2. User agrees to keep User password confidential. User shall notify Land Records immediately of any loss, theft, or unauthorized use of User Password. A password may be changed and coordinated through Land Records.
3. User shall not in any way enhance, or alter public records accessed, or attempt to do so, or disclose any confidential information contained thereon.
4. User warrants and agrees that User shall not data scrape/web scrape/data harvest/web harvest or data mine or anything similar to any system used, maintained, or owned by Land Records. A “data scrape/web scrape/data harvest/web harvest or data mining” occurs when a computer program has extracted data from a human-readable output coming from another program. A breach of this section shall result in a revocation of this license. Furthermore, User agrees that it will not be issued access to Land Records information for a minimum of one (1) year if this section is violated. User agrees that any data scrape/web scrape/data harvest/web harvest or data mining may be viewed as theft and may be punishable under Minnesota Statutes Section 609.52 – 609.53, 609.87 – 609.8913, or any other applicable law.
5. User agrees that it shall not sell, distribute, reproduce, market, or in any way re-use such program information as independent “stand-alone” information without the express written consent of Land Records and User shall not acquire any proprietary rights to such computer program information.
6. Both Land Records and User agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by material breach of this limitation. Therefore, Land Records and User agree that, in the event the User has breached this limitation, User shall pay to Land Records Five Thousand Dollars (\$5,000.00) in liquidated damages for each breach. For purposes of this agreement, a breach shall be defined as the sale, distribution, reproduction, marketing, or re-use of any single document. Each document sold, distributed or reproduced constitutes a separate breach. Land Records and User further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by Land Records due to any such breach. User also agrees that nothing in this section is intended to limit Land Records right to obtain injunctive and other relief as may be appropriate.

3. Consideration and Terms of Payment

1. In consideration for Land Records providing User with direct access to IDOC as indicated with this agreement, User shall pay to Land Records as follows:
(See attached chart for available use plans, charges and options.)

2. Only one person can use the password at a time. If additional passwords are needed, additional fees will be imposed.
3. Upon receipt of initial payment, User will be given a password. The User will determine which level of the plan will fit their needs. A User can move up a level at any time, but can only move down at the beginning of a new calendar quarter (January 1, April 1, July 1, or October 1.)

4. Effective Date of Agreement and Terms of Agreement

This agreement shall be effective upon the signature date of both parties. The term of this agreement shall commence as of the first day of _____, 20____, (year) and shall terminate as of the last day of December, 20____(year). If during the term of this agreement, the Swift County Board of Commissioners fails to appropriate sufficient funds to carry out Land Records obligations under this agreement, this agreement shall be automatically terminated as of the date funds are no longer available and without further notice of any kind to User.

Limitation

The index is not construed to be true and complete; rather it is a working copy subject to error, omission and future modification.

Land Records does not warrant the correctness or validity of the computer records. Additionally, there are no warranties, guarantees or representations as to the suitability of the information for User purposes, or that use of the program or information will be without defect. (No consultations or advice is provided with the records accessed.)

Land Records does not warrant or guarantee the performance of the main computer system, the telephone lines, or any equipment in connection or in association with either or both of the foregoing. Land Records shall have no obligation or liability whatsoever concerning any aspect of the telephone lines, including, without limitation the installation, de-installation, repair, operation, malfunctioning, maintenance, implication or circumstances regarding injury to personal property and/or signal/data transmission quality or deficiencies.

Consequential, Incidental, Special or Indirect Damages

In no event will Land Records be liable to User or anyone else for any consequential, incidental, special or indirect damages including, but not limited to, monetary losses incurred from inconvenience, delay or loss of the use of the service. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association with the Land Records Office and User. Neither User, or its employees, agents, subcontractors, or representatives shall be considered employees, agents or representatives of Land Records.

Inability to Access Data

User agrees Land Records shall not be liable for any delay or inability to access the computer data directly or indirectly, caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of god or other causes beyond reasonable control of user and Recorder.

Data Practices

Land Records provides data to User for the public benefit as defined in Minn. Stat. 13.85. Land Records and User and their agents and employees agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, and Minnesota rules promulgated pursuant to Chapter 13.

Subcontractors or Assignments

User shall not subcontract any computer data access rights of user made available under this Agreement, nor assign the Agreement without the prior written approval of Land Records. This agreement shall not be construed to either authorize or prevent the User from making duplicates or copies of any material received pursuant to this agreement and any such copies or duplicates so made by user shall be at User's risk and expense and EXCLUSIVELY for user's sole use. User may NOT wholesale or retain copies of any material received nor provide them free of charge to any person, firm, company, association, corporation, business, partnership or any other individual or entity of any nature whatsoever.

Termination

Termination with Cause

This Agreement may be terminated by Land Records with cause without prior written notice upon its reasonable belief that cause exists. "Cause" as used in this section includes any violation of law relating to use of the data and information provided through this agreement or violation of any terms of this agreement, including but not limited to data scrape/web scrape/data harvest/web harvest or data mine. Termination shall not relieve a party of its obligation incurred prior to the effective date of the termination. Land Records reserves the right to prohibit Subscriber from entering into another agreement for a minimum of one (1) year when subscriber's prior agreement is terminated with cause.

Termination without Cause

This Agreement may be terminated by either party, without cause, upon thirty (30) days' written notice, starting on the first (1st) of a month. Termination shall not relieve a party of its obligation incurred prior to the effective date of the termination.

Controlling Law

This Agreement is to be governed by the laws of the State of Minnesota.

Successors and Assigns

Land Records and User, respectively, bind themselves, their partners, successors, assigns and legal representatives, the other party to the Agreement and to the partners, successors, assigns, and legal representatives or such other party with respect to all covenants of this Agreement.

Separability

In the event any provision of the Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between Land Records and User relating to the IDOC software program.

Automatic Renewal

This agreement shall be automatically renewed upon like terms for successive calendar year periods.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

Date: _____

Please choose subscription option. _____

SUBSCRIBER: _____

By: _____

Address: _____

Phone: _____

FAX: _____

E-mail: _____

User Name: _____

Password: _____

Please designate a short username and password.

LAND RECORDS:

Date: _____
Swift County Land Records Department Head

By: _____
Mary Amundson



Request for Board Action

BOARD MEETING DATE:
June 7, 2016

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: Review of the 1st Quarter 2016 financial information	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: The 1st quarter financial information, with comparison to prior year amounts will be presented for the Boards review.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: n/a	RECOMMENDATIONS: n/a
COMMENTS: None	COMMENTS: None

Summary of Funds
Actual & Budget Comparison
As of 03/31/2016

	Budget	Actual	Difference	
			\$\$	%
Revenue Funds:				
General	6,758,618	238,393	(6,520,225)	4%
Solid Waste/Environmental	816,250	84,509	(731,741)	10%
Road & Bridge	7,853,071	1,529,984	(6,323,087)	19%
Human Services	5,211,326	366,739	(4,844,587)	7%
	20,639,265	2,219,625	(18,419,640)	11%
Expenditures:				
General	7,051,640	1,898,528	(5,153,112)	27%
Solid Waste/Environmental	989,900	218,796	(771,104)	22%
Road & Bridge	7,830,857	1,001,641	(6,829,216)	13%
Human Services	5,211,326	1,084,023	(4,127,303)	21%
	21,083,723	4,202,988	(16,880,735)	20%
Change in Fund Balance	(444,458)	(1,983,363)	(1,538,905)	

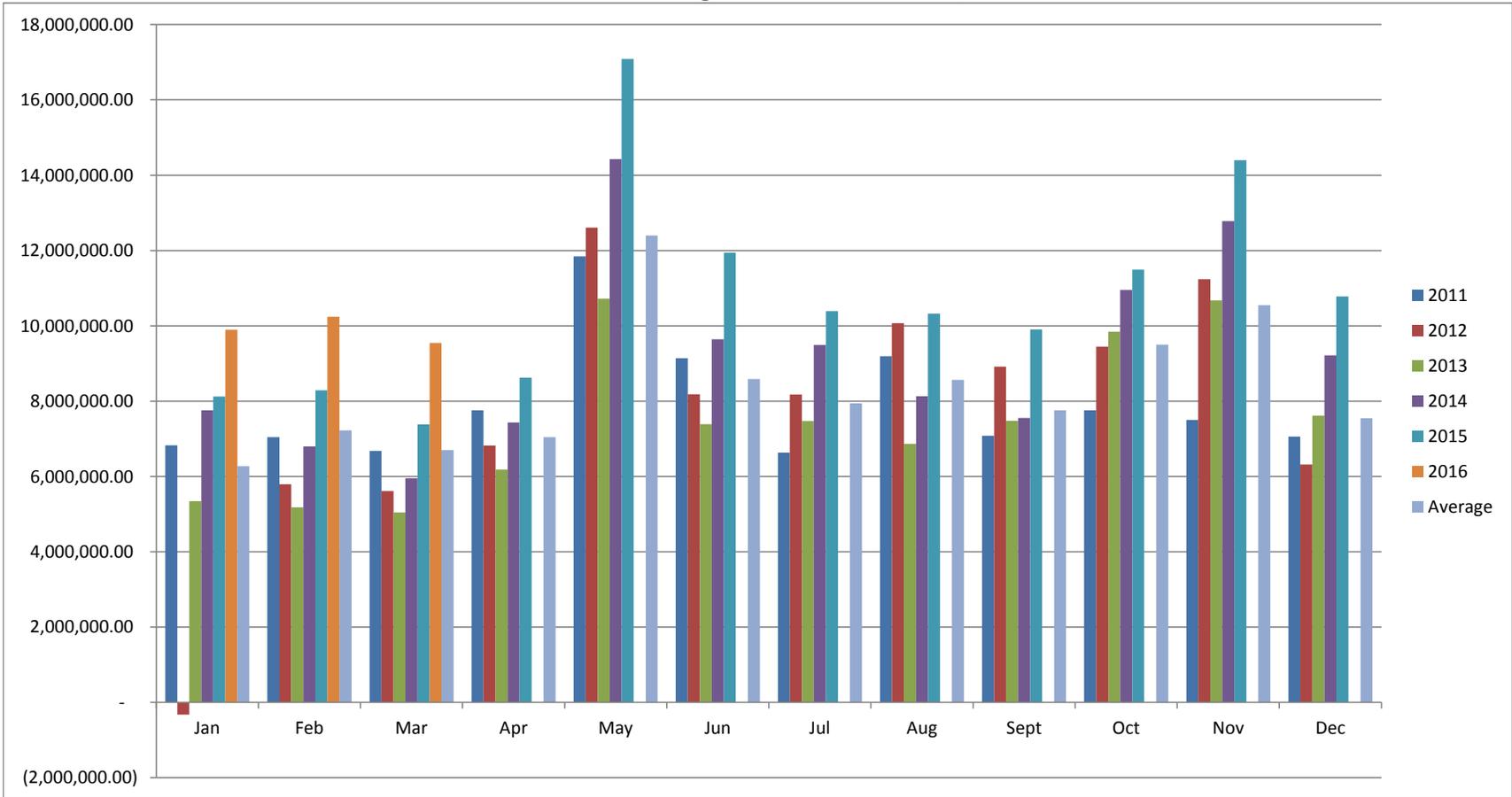
*** (designates deficit or under budget)

Ending Cash Balance Summary	As of March 31				
	2016	2015	2014	2013	2012
Cash and Bank Accounts	9,543,887	7,379,373	\$ 5,950,644	\$ 5,042,107	\$ 5,610,985
Employee Benefits - CD	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Investments - Health Care	\$ 524,981	\$ 524,981	\$ 524,981	\$ 524,981	\$ 524,981
Loan Receivable - General Fund Summary					
SCBH	\$ 1,726,857	\$ 1,812,798	\$ 1,897,039	\$ 1,979,613	-
CNH Loan #1	\$ 232,094	\$ 538,601	\$ 839,835	\$ 1,135,890	71,426,852
CNH Loan #2	\$ 204,677	\$ 261,316	\$ 316,981	\$ 371,689	-
County Indebtedness	\$ -	\$ -	\$ -	\$ -	40,000

Swift County
Ending Monthly Cash & Investment Balances
For Years 2011 - 2016

	2011	2012	2013	2014	2015	2016	Average
Jan	6,826,782.72	(323,815.92)	5,341,998.28	7,753,966.62	8,124,654.99	9,900,385.09	6,270,661.96
Feb	7,040,275.73	5,795,479.08	5,177,415.66	6,793,396.59	8,286,916.58	10,243,579.95	7,222,843.93
Mar	6,677,128.73	5,610,984.59	5,042,107.22	5,950,643.97	7,379,372.97	9,543,886.70	6,700,687.36
Apr	7,752,632.20	6,816,184.63	6,180,249.64	7,437,092.77	8,622,744.15		7,046,539.81
May	11,842,678.93	12,610,577.84	10,721,341.70	14,423,436.08	17,081,775.38		12,399,508.64
Jun	9,141,066.13	8,178,458.10	7,390,544.96	9,641,133.95	11,941,321.49		8,587,800.79
Jul	6,630,173.48	8,173,176.60	7,467,897.16	9,493,211.07	10,389,747.38		7,941,114.58
Aug	9,189,378.77	10,071,386.52	6,864,683.16	8,130,361.67	10,326,014.47		8,563,952.53
Sept	7,083,428.49	8,919,269.28	7,481,680.05	7,550,959.37	9,905,758.49		7,758,834.30
Oct	7,757,245.13	9,450,123.13	9,843,953.89	10,955,789.27	11,490,363.82		9,501,777.86
Nov	7,503,686.34	11,235,671.31	10,676,725.16	12,776,936.41	14,399,336.67		10,548,254.81
Dec	7,055,474.15	6,314,291.72	7,612,236.58	9,212,404.63	10,777,926.27		7,548,601.77
Average	7,874,995.90	7,737,648.91	7,483,402.79	9,176,611.03	10,727,161.06	9,895,950.58	

Swift County
Average Compared to Actual Monthly Cash & Investment Balances
For Months Ending 2011 thru March 31, 2016



**SWIFT COUNTY
BUDGET TO ACTUAL COMPARISON - Year End 2015 and 2014**

Fund	Department	Expense	Revenue	Current Year						Prior Year					
				Expenses			Revenue			Expenses			Revenue		
				Actual	Budget	%	Actual	Budget	%	Actual	Budget	%	Actual	Budget	%
01	003	General Government	Majority of the income is received in the 2nd Qtr (May 15th) when the 1st 1/2 of property taxes are received.	\$ 75,116	\$ -	0.00%	\$ 124,817	\$ 5,757,672	0.00%	\$ 98,500	\$ (5,000)	-1970.00%	\$ 124,195	\$ 5,606,296	2.22%
	5	Board of Commissioners		\$ 70,750	\$ 248,010	28.53%	\$ -	\$ -	0.00%	\$ 63,689	\$ 241,200	26.41%	\$ -	\$ -	0.00%
01	021	Law Library	Moving toward digital updates.	\$ 2,565	\$ 18,800	13.64%	\$ 3,525	\$ 14,000	25.18%	\$ 6,049	\$ 23,475	25.77%	\$ 3,424	\$ 14,000	24.46%
	31	County Administrator		\$ 62,046	\$ 229,005	27.09%	\$ -	\$ -	0.00%	\$ 52,066	\$ 214,615	24.26%	\$ -	\$ -	0.00%
	40	County Auditor		\$ 49,851	\$ 182,300	27.35%	\$ -	\$ 6,000	0.00%	\$ 41,072	\$ 182,290	22.53%	\$ -	\$ 25,000	0.00%
	41	County Treasurer		\$ 56,947	\$ 207,950	27.38%	\$ 4,981	\$ 12,500	39.85%	\$ 47,346	\$ 202,830	23.34%	\$ 5,089	\$ 12,600	40.39%
	42	County Assessor		\$ 84,731	\$ 320,620	26.43%	\$ -	\$ 38,700	0.00%	\$ 57,034	\$ 275,395	20.71%	\$ -	\$ 38,700	0.00%
01	043	Public Examiners		\$ 9,600	\$ 68,250	14.07%	\$ -	\$ -	0.00%	\$ 12,150	\$ 63,800	19.04%	\$ -	\$ -	0.00%
01	044	License and Permits	Majority of the permits are issued in the 2nd Qtr.	\$ -	\$ 1,350	0.00%	\$ 60	\$ 3,390	1.77%	\$ -	\$ 1,375	0.00%	\$ 40	\$ 4,150	0.96%
01	060	Data Processing		\$ 19,943	\$ 99,800	19.98%	\$ -	\$ 1,680	0.00%	\$ 23,345	\$ 93,800	24.89%	\$ -	\$ 24,142	0.00%
01	080	Election	Expenses will start in 3rd Qtr	\$ 28	\$ 63,475	0.04%	\$ -	\$ 16,850	0.00%	\$ 89	\$ 7,700	1.16%	\$ -	\$ 3,850	0.00%
01	090	County Attorney		\$ 109,744	\$ 414,610	26.47%	\$ 6,850	\$ 4,000	171.25%	\$ 197,114	\$ 415,840	47.40%	\$ 3,355	\$ 5,000	67.10%
01	100	Land Records		\$ 111,384	\$ 399,630	27.87%	\$ 19,792	\$ 130,900	15.12%	\$ 57,410	\$ 475,470	12.07%	\$ 19,333	\$ 172,500	11.21%
01	110	Courthouse		\$ 53,173	\$ 207,160	25.67%	\$ -	\$ -	0.00%	\$ 43,726	\$ 205,120	21.32%	\$ -	\$ -	0.00%
	111	County Museum Building		\$ 3,272	\$ 34,980	9.35%	\$ -	\$ -	0.00%	\$ 5,642	\$ 34,920	16.16%	\$ -	\$ -	0.00%
	112	CPHS Building		\$ 2,498	\$ 50,050	4.99%	\$ -	\$ -	0.00%	\$ 3,574	\$ 50,050	7.14%	\$ -	\$ -	0.00%
	113	Prairie 5 Building		\$ 2,843	\$ 49,200	5.78%	\$ -	\$ -	0.00%	\$ 2,781	\$ 49,200	5.65%	\$ -	\$ -	0.00%
	114	Rental House		\$ 157	\$ 1,347	11.66%	\$ -	\$ 6,000	0.00%	\$ 147	\$ 1,347	10.91%	\$ 1,500	\$ 6,000	25.00%
	120	County Medical Insurance		\$ 112	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
	122	Veterans Services		\$ 40,846	\$ 158,985	25.69%	\$ 605	\$ 16,500	3.67%	\$ 27,659	\$ 154,795	17.87%	\$ 1,268	\$ 17,250	7.35%
	123	Planning & Zoning		\$ 4,078	\$ 87,598	4.66%	\$ 4,685	\$ 81,348	5.76%	\$ 22,069	\$ 87,750	25.15%	\$ 5,050	\$ 80,000	6.31%
01	148	Technology Committee		\$ 2,003	\$ 62,125	3.22%	\$ -	\$ -	0.00%	\$ 1,531	\$ 21,400	7.15%	\$ -	\$ -	0.00%
	149	Tech Support		\$ 34,743	\$ 154,630	22.47%	\$ 25,101	\$ 113,000	22.21%	\$ 24,552	\$ 147,920	16.60%	\$ 22,320	\$ 113,000	19.75%
01	200	Sheriff		\$ 418,001	\$ 1,284,838	32.53%	\$ 20,341	\$ 34,900	58.28%	\$ 343,126	\$ 1,194,407	28.73%	\$ 20,740	\$ 30,625	67.72%
01	202	911 Distribution	New dispatch improvements expensed in this quarter (\$92,500). Building Improvement will be capitalized at year end.	\$ 143,748	\$ 130,000	110.58%	\$ 20,274	\$ 211,060	9.61%	\$ 87,100	\$ 197,000	44.21%	\$ 13,487	\$ 197,000	6.85%
	204	Coroner		\$ 375	\$ 12,000	3.13%	\$ -	\$ -	0.00%	\$ 795	\$ 14,000	5.68%	\$ -	\$ -	0.00%
01	205	Jail	Consistent with prior year.	\$ 206,605	\$ 1,017,730	20.30%	\$ 13,658	\$ 32,000	42.68%	\$ 195,838	\$ 909,800	21.53%	\$ 12,260	\$ 22,000	55.73%
01	251	Grant 6W Community Corrections	The first half of the county contribution is given in the 1st Qtr.	\$ 106,254	\$ 212,509	50.00%	\$ -	\$ -	0.00%	\$ 105,202	\$ 210,405	50.00%	\$ -	\$ -	0.00%
01	261	Restorative Justice		\$ 15,802	\$ 63,110	25.04%	\$ -	\$ 500	0.00%	\$ 12,166	\$ 56,695	21.46%	\$ 150	\$ 500	30.00%
01	280	Emergency Management	Annual Code Red contract is all paid in January. Payment was received in Feb 2016 for the full year.	\$ 28,953	\$ 78,159	37.04%	\$ 17,000	\$ 17,000	100.00%	\$ 25,716	\$ 74,070	34.72%	\$ 17,782	\$ 16,500	107.77%
01	400	Countryside Public Health	The first half of the county contribution is given in the 1st Qtr.	\$ 48,913	\$ 97,825	50.00%	\$ -	\$ -	0.00%	\$ 45,713	\$ 91,425	50.00%	\$ -	\$ -	0.00%
01	406	Youth Programs		\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ 15,282	\$ 30,300	50.44%	\$ -	\$ 300	0.00%
01	490	Ambulance		\$ -	\$ 118,885	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
01	520	County Parks		\$ 671	\$ 72,000	0.93%	\$ 9,805	\$ 32,500	30.17%	\$ 705	\$ 21,500	3.28%	\$ -	\$ 10,500	0.00%
01	521	Parks & Drainage	YE Journal entry will reclass wages and salaries allocated to ditches.	\$ 46,637	\$ 206,591	22.57%	\$ -	\$ 152,118	0.00%	\$ 46,063	\$ 198,438	23.21%	\$ 12,118	\$ 122,118	9.92%
01	600	Extension		\$ 18,185	\$ 150,961	12.05%	\$ 925	\$ 1,000	92.50%	\$ (1,238)	\$ 140,310	-0.88%	\$ 806	\$ 1,000	80.60%
01	602	Agriculture Inspector	Eleven months of salary was paid in the 1st quarter	\$ 12,250	\$ 13,500	90.74%	\$ -	\$ -	0.00%	\$ 3,375	\$ 13,500	25.00%	\$ -	\$ -	0.00%
01	603	Predator Control		\$ 906	\$ 10,000	9.06%	\$ -	\$ -	0.00%	\$ 3,313	\$ 800	414.13%	\$ -	\$ -	0.00%
01	703	Grants and Appropriations		\$ 71,827	\$ 448,657	16.01%	\$ -	\$ -	0.00%	\$ 79,853	\$ 442,419	18.05%	\$ -	\$ -	0.00%
				\$ 1,915,557	\$ 6,976,640	27.46%	\$ 272,419	\$ 6,683,618	4.08%	\$ 1,750,554	\$ 6,540,361	26.77%	\$ 262,917	\$ 6,523,031	4.03%



Request for Board Action

BOARD MEETING DATE:
June 7, 2016

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: Receive a request from DoMat's Family Foods for a 15 year 100% property tax abatement	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: DoMat's Family Foods has made a request on June 1st for the county to provide a 15 year 100% property tax abatement for their proposed retail space at 1701/1801 Minnesota Ave. Attached is that request. The board should receive the request at this time and consider directing staff to prepare a report for the June 21, 2016 board meeting on what it takes to qualify for an abatement and steps required to establish a property abatement.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING:	None
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Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Review and take an action
COMMENTS: n/a	COMMENTS: None



DoMat's Family Foods

2004 Minnesota Ave, PO Box 118
Benson, MN 56215

Phone: 320-842-7221

Fax: 320-843-4842

E-mail: domats@domats.com

May 25, 2016

To: Swift County Commissioners
Mike Pogge-Weaver

Re: Request for Property Tax Abatement

DoMat's Family Foods is planning to construct a new building to create retail space for our business currently located at 2004 Minnesota Ave in Benson.

At this time, we are formally requesting property tax abatement from Swift County for property located at 1701 Minnesota Ave and 1801 Minnesota Ave. This property is described as follows:

Lot One (1), Block Seven (7), Westwood Acres to the City of Benson
Lot Two (2), Block (7), Westwood Acres to the City of Benson
The eastern 220 feet of Lot 3, Block Seven (7), Westwood Acres to the City of Benson

We are requesting 100% property tax abatement for a period of 15 years beginning upon completion of the new building. The building we currently occupy is owned by Running's Fleet and Farm and will remain on the property tax rolls.

These requests are made to help our business lower its tax liability during a time when our operating costs will run unusually high due to loan payments. After 15 years Swift County will benefit by the increased tax base with a building and business on a currently vacant lot. It is expected this new building will create a significant impact on the local economy through job creation and property value increase. It has the potential to attract out of town people and will create an asset to the county.

We thank you for your consideration in this matter.

Sincerely,

Timothy Mattheisen, President
DoMat's, Inc.

RECEIVED
JUN 01 2016

**Swift County
Administration**



Request for Board Action

BOARD MEETING DATE:
June 7, 2016

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 a county appointment to the SCBH Board of Directors	
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: With Dan Enderson resigning from the SCBH board effective March 28, 2016 there was a vacancy on the board. The County Board on May 3 rd moved to fill the position with Mike Pogge-Weaver to complete Mr. Enderson's unexpired term through December 31, 2017. This appointment was also under the auspice that if the SCBH board submitted names in the future they would be considered by the County board for a permanent appointment. On May 23 the SCBH forwarded the following names for consideration: Tom Traen, Glacial Plains General Manager Pat Langan, VP Information Systems at UnitedHealth Group Mike Pogge-Weaver, Swift County Administrator The board should review the candidates and consider if they wish to make a change at this time.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Review and take an action
COMMENTS: n/a	COMMENTS: None