

Notice & Agenda

Swift County Board of Commissioners

Tuesday, May 3, 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
	1-5	(1) Minutes from the April 19, 2016 Meeting
	6-9	(2) Consider setting a public hearing for June 21, 2016 at 11:00 AM and appointing a viewer for a petition to outlet lands into CD #60
	10-18	(3) Consider approving a contract with Midwest Medical Examiner's Office for Medical Examiner Services
9:05 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Citizens Comments
9:05 a.m.		Mike Pogge-Weaver, County Administrator
	19-41 & Attachments	Federated Telephone Broadband Project
		Hold a public hearing on the proposal that the County grant a business subsidy to Federated Telephone Cooperative and on the proposal that the County abate property taxes levied by the County on certain properties (This public hearing and action on the tax abatements could be cancelled depending on the outcome of the bond sale)
		Requested Actions related to the Public Hearing:
		1. Consider approving a resolution approving Property Tax Abatements
		2. Consider adopting a resolution approving the sale of taxable general obligation tax abasement bonds, Series 2016A
		3. Consider approving the Loan Agreement, Collateral Account Security Agreement, and Account Control Agreement with Federated Telephone Cooperative and authorize the Board Chair and County Administrator to sign said agreements on behalf of the County at the time of the bond closing, including authorization for the Board Chair and County Administrator to make minor changes to conform with the terms of the bond sale

Swift County Board of Commissioners
May 3, 2016 Meeting Agenda
Page 2 of 2

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:30 a.m.		Environmental Services Director Scott Collins
	42-44	Consider approval of a Conditional Use Permit #5175 requested by Huston Land & Cattle, LLC (Owner) for establishing a new and construct a new 100' x 450' confinement mono-slope barn to house 999 head of beef finish cattle. Total capacity of the existing open lot and new mono-slope barn combined will be 999 animal units located in the NE ¼ of the NE ¼ of Section 7 in Cashel Township.
	45-47	Consider approval of a Conditional Use Permit #5173 requested by Falk Farm, LLC (Owner) to erect a small wind turbine, Model DT-30 from Dakota Turbines, to offset a portion of energy usage onsite located in the E ½ of the SE ¼ in Section 36 of Camp Lake Township.
9:50 a.m.		Commissioner and Board reports
10:15 a.m.		County Administrator report
		Other Business
	45-51	Consider a request from the City of Benson to fund planning work related to the development of an industrial park.
	52-53	Consider approving a Farm Lease
	None	Swift County Benson Hospital Board – County Vacancy
	None	Strategic Plan Update
10:30 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

April 19, 2016

Chairman Peter Peterson called the meeting to order at 11:00 AM with all present except Commissioner Fox. Also in attendance were County Administrator Mike Pogge-Weaver, County Attorney Danielle Olson, County Auditor Kim Saterbak, County Engineer Andy Sander, Don Wilcox, Donna Eul, Kurt Deter and Amanda Ness.

Chairman Peter Peterson asked if there were any changes to the agenda. Administrator Pogge-Weaver requested the removal of consent agenda item #4, approval of the reduction in the retainage on SP 76-617-11 and SP 76-617-12 projects.

04-19-16-01 Commissioner Hendrickx moved and Commissioner Edward Pederson seconded to approve the agenda with the change noted. Motion carried unanimously.

04-19-16-02 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the Consent Agenda which consisted of: (1) Minutes from the April 5, 2016 Regular Meeting, (2) Approval of an application for property tax abatement for parcel 22-0134-000, and (3) Approval of a resolution authorizing sponsorship of trails operated by the Northern Lights Trails Snowmobile Club. Motion carried unanimously.

04-19-16-03 Commissioner Rudningen moved and Commissioner Edward Pederson seconded to approve the Commissioner warrants as follows: Revenue: \$136,030.70; Solid Waste: \$28,115.64; Road and Bridge: \$104,758.86; Human Services: \$3,087.41; and Health Insurance: \$2,180.00 which includes the following bills over \$2,000: Auto Value Benson, \$6,670.44; American Communications Inc., \$5,600.00; Computer Professionals Unlimited Inc., \$5,534.24; Duinick Inc., \$41,689.56; E & M Electric LLP, \$2,222.99; Frontier Precision Inc., \$7,594.00; Goff Public, \$5,000.00; Heartland Security Services, \$8,945.72; Johnson Controls, \$2,894.96; Marsh & McLennan Agency-RJF Division, \$2,180.00; MN Dept of Transportation, \$4,794.28; Pflipsen Trucking LLC, \$12,037.22; Pro Action Safety & Sales, \$13,018.83; Southwest Initiative Foundation, \$2,930.00; Swift County Environmental Services, \$4,000.00; Taser International, \$3,208.09; City of Appleton Treasurer, \$40,000.00; University of Minnesota, \$17,220.24; Waste Management of Northern Minnesota, \$8,370.34; and Ziegler Inc., \$45,193.64. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Edward Pederson reported on the Safety Committee and SWCD. Commissioner Rudningen reported on Enhancing the Organization. Commissioner Hendrickx reported on 6W Corrections, Revolving Loan Fund, and Private Industry Council. Chairman Pete Peterson reported on TAC, Countryside Public Health, and 6W Corrections.

Administrator Pogge-Weaver updated the board on the prison.

Chairman Peterson asked for citizen's comments. Engineer Sander updated the board on the upcoming closing of CR 35 due to necessary improvements needed to the road and a culvert.

The Public Hearing was opened on a petition requesting partial abandonment of County Ditch #58.

Attorney Kurt Deter explained the purpose of the hearing.

County Parks, Wetland, and Drainage Supervisor Mike Johnson presented the notice requirements that were met prior to the hearing.

Petitioner Michael Yost presented his request to the board.

Chairman Peter Peterson opened the floor for public comment. There were none.

04-19-16-04 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve partial abandonment of County Ditch #58 due to that part of the drainage system not serving a substantial useful purpose as part of the the drainage system to any property remaining in the system and is not of substantial public benefit and utility. Motion carried unanimously.

Administrator Pogge-Weaver explained the purpose of the public hearings, the notices that were met prior to the hearing, and reiterated that it is not a goal of the County for Federated Telephone Cooperative to create jobs as a part of this project.

04-19-16-05 Commissioner Hendrickx moved and Commissioner Rudningen seconded to open simultaneous public hearings on the proposal that the County grant a business subsidy to Federated Telephone Cooperative and on the proposal that the County abate property taxes levied by the County on certain properties. Motion carried unanimously.

Rusty Fifield from Northland Securities answered questions regarding general obligation bonds.

Chairman Peter Peterson asked for public comments. Dick Hanson raised concerns regarding the lack of collateral in comparison to the amount of the bonds.

04-19-16-06 Commissioner Rudningen moved and Commissioner Hendrickx seconded to close the public hearings. Motion carried unanimously.

04-19-16-07 Commissioner Rudningen introduced a resolution approving tax abatements to assist in financing a loan to Federated Telephone Cooperative in connection with the acquisition, construction, and installation of a broadband network in the County and moved its adoption:

RESOLUTION NO. 04-19-16-07

RESOLUTION APPROVING PROPERTY TAX ABATEMENTS

WHEREAS, the County proposes to finance a loan to Federated Telephone Cooperative ("FTC") in connection with the acquisition, construction, and installation of a broadband network (the "Project") in the County, which loan is a business subsidy under Minnesota Statutes, Sections 116J.993 through 116J.995 (the "Business Subsidy"). The County proposes to use the abatement for the purposes provided for in the Abatement Law (as hereinafter defined), including the Project. The proposed term of the abatement will be for up to twenty years in an amount not to exceed \$7,785,000. The abatement will apply to the County's share of the property taxes (the "Abatement") derived from the property described by property identification numbers on the attached "Exhibit A" (the "Property"); and

WHEREAS, on the date hereof, the Board held a public hearing on the question of the Abatement and the Business Subsidy, and said hearing was preceded by at least 10 days but not more than 30 days prior published notice thereof; and

WHEREAS, the County has requested, in writing, that Independent School District No. 775 (the "KMS School District") grant a tax abatement to finance the Project and the KMS School District has declined in writing to grant a tax abatement for the Project.

WHEREAS, the County has requested, in writing, that Independent School District No. 777 (the "Benson Public School District") grant a tax abatement to finance the Project and the Benson Public School District has declined in writing to grant a tax abatement for the Project.

WHEREAS, the County has requested, in writing, that Independent School District No. 2853 (the "Lac qui Parle Valley Public School District") grant a tax abatement to finance the Project and the Lac qui Parle Valley Public School District has declined in writing to grant a tax abatement for the Project.

WHEREAS, the Abatement is authorized under Minnesota Statutes, Sections 469.1812 through 469.1815 as amended (the "Abatement Law").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Swift County, Minnesota, as follows:

Findings for the Abatement. The Board hereby makes the following findings:

The Board expects the benefits to the County of the Abatement to at least equal or exceed the costs to the County thereof.

Granting the Abatement is in the public interest because it will:

increase or preserve tax base;

finance or provide public infrastructure; and

help provide access to services for residents of the political subdivision.

The Property is not and will not be located in a tax increment financing district during the Abatement period.

In any year, the total amount of property taxes abated by the County by this and other abatement resolutions, if any, shall not exceed ten percent (10%) of net tax capacity of the County for the taxes payable year to which the abatement applies or \$200,000, whichever is greater (the "Abatement Limit"). The County may grant other abatements permitted under the Abatement Law after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Limit the allocation of the Abatement limit to such other abatements is subordinate to the Abatement granted by this resolution.

Terms of Abatement. The Abatement is hereby approved. The terms of the Abatement are as follows:

The Abatement shall be for up to a twenty (20) year period and shall apply to the County's share of the taxes payable in the years 2018 through 2037, inclusive.

The County will abate the County's share of property tax amount which the County receives from the Property, cumulatively not to exceed \$7,785,000.

The Abatement shall be subject to all the terms and limitations of the Abatement Law.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner Hendrickx and, after a full discussion thereof and upon vote being taken thereon, the following voted in favor thereof: Commissioners Hendrickx, E. Pederson, P. Peterson, and Rudningen.

and the following voted against the same: None

Whereupon the motion and resolution was declared duly passed and adopted.

04-19-16-08 Commissioner Rudningen introduced a resolution calling for a public hearing on proposed property tax abatements and proposed granting of a business subsidy and moved its adoption:

RESOLUTION NO. 04-19-16-08

RESOLUTION CALLING FOR A PUBLIC HEARING
ON PROPOSED PROPERTY TAX ABATEMENTS AND
PROPOSED GRANTING OF A BUSINESS SUBSIDY

Recitals as to Proposed Property Tax Abatements.

Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, inclusive, authorize the County, upon satisfaction of certain conditions, to grant an abatement of all or a part of the taxes levied by the County on real property within its boundaries.

It is a legal requirement that the County hold a public hearing prior to adoption of a resolution granting any property tax abatements.

Recitals as to Proposed Granting of a Business Subsidy.

Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Statutes"), authorizes the County, upon satisfaction of certain conditions, to grant a business subsidy; and

the County fits the definition of "grantor" in the Statutes; and

It is a legal requirement that the County hold a public hearing prior to adoption of a resolution granting a business subsidy.

Hearing. A public hearing on the consideration of the property tax abatement and the proposed granting of a business subsidy will be held at the time and place set forth in the Notice of Hearing attached hereto as Exhibit A and hereby made a part hereof.

Notice. The County Administrator is hereby authorized and directed to cause notice of said hearing in substantially the form attached hereto as Exhibit A to be given one publication in a newspaper of general circulation in the County at least 10 days but not more than 30 days before the hearing. The newspaper must be one of general interest and readership in the County, and the notice must be published at least once.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner Hendrickx and, after a full discussion thereof and upon vote being taken thereon, the following voted in favor thereof: Commissioners Hendrickx, P. Peterson, and Rudningen.

and the following voted against the same: E. Pederson

Whereupon the motion and resolution was declared duly passed and adopted.

Treasurer Ron Vadnais presented a review of the 1st Quarter 2016 Cash and Investments.

Auditor Saterbak requested the approval of a solid waste abatement for parcel #04-0045-000.

04-19-16-09 Commissioner Hendrickx moved and Commissioner Rudningen seconded to grant the solid

waste abatement with the stipulation to move forward on evaluating the current values. Motion carried unanimously.

04-19-16-10 Commissioner Rudningen moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 12:23 PM.

WITNESSED:

Peter Peterson, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board

DRAFT



Request for Board Action

BOARD MEETING DATE:
May 3, 2016

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider setting a public hearing for June 21, 2016 at 11:00 AM and appointing a viewer for a petition to outlet lands into CD #60	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: 103E.401 Mandates Public Hearing
BACKGROUND/JUSTIFICATION: Applicant wants to petition unassessed acres into CD #60	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? N/A	

Budget Information

FUNDING: Applicant will pay appropriate costs

Review/Recommendation

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

BEFORE THE SWIFT COUNTY BOARD
ACTING AS DRAINAGE AUTHORITY FOR
SWIFT COUNTY DITCH #60
SWIFT COUNTY, MN

Petition for an Outlet, Pursuant
to Minnesota Statutes § 103E.401

WHEREAS, Matt Claussen owns the NW ¼ of the SE ¼ & William Schlagel owns the NE ¼ of the SW ¼ Sec. #12 T120-N, R39-W (Cashel Twp.)

WHEREAS, Matt Claussen and William Schlagel are requesting an outlet for the above mentioned property into Swift County Ditch #60

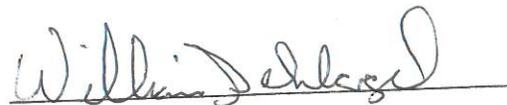
THEREFORE, the petitioner respectfully requests the following:

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.401, subd. 4.
2. That the Drainage Authority conduct a hearing on the above mentioned property pursuant Min. Stat. § 103E.401, subd. 4 and describe and state in its order the property to be benefited by the drainage system and that an outlet fee and benefits to the property be determined.

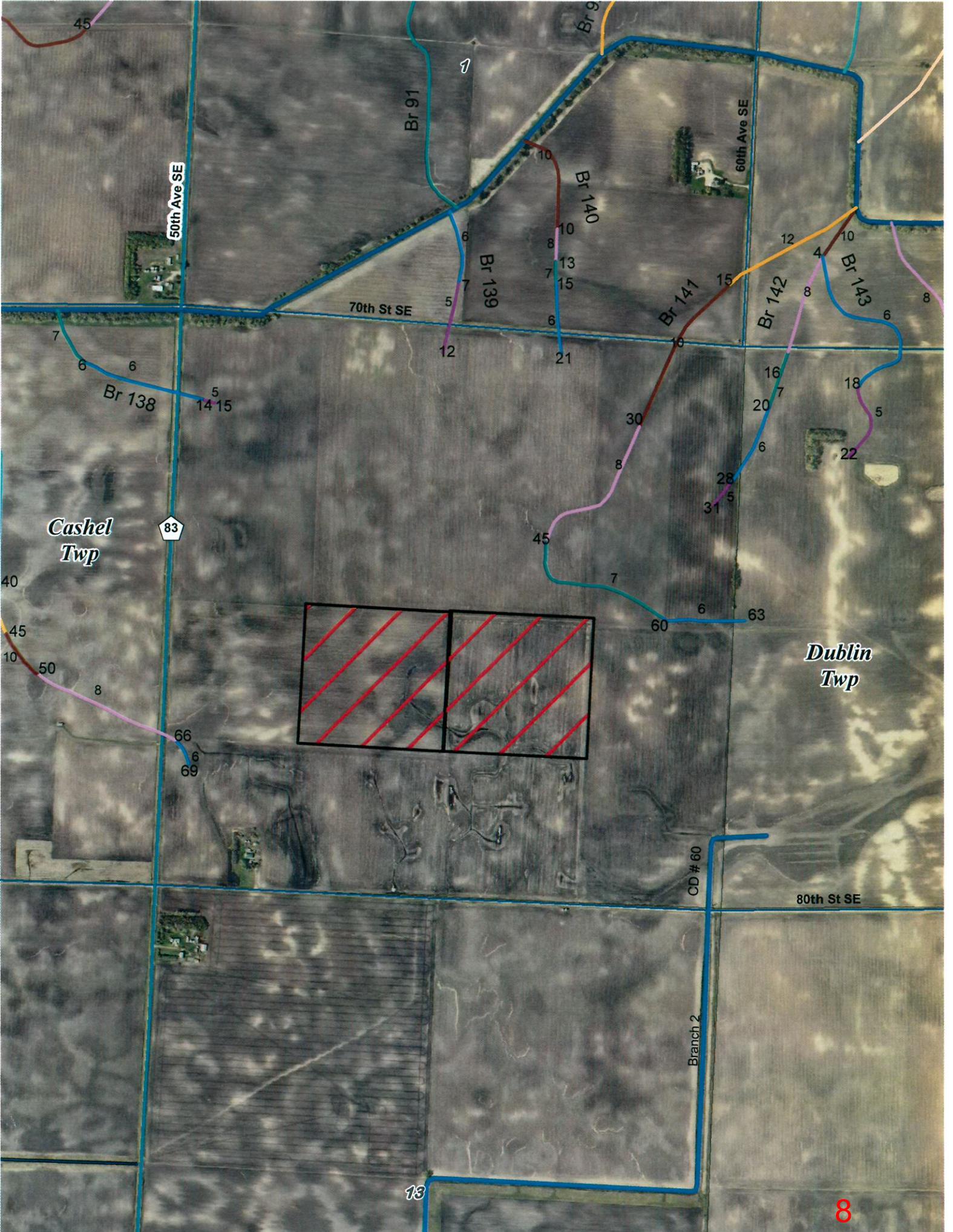
Dated this 22th day of April, 2016



Matt Claussen



William Schlagel



Cashel
Twp

Dublin
Twp

50th Ave SE

70th St SE

60th Ave SE

80th St SE

83

CD # 60

Branch 2

13

8



We Don't Want To Confuse You...

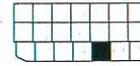
So If You're Having Trouble Reading Our Maps Check Our Page On "HOW TO READ YOUR PLAT AND DIRECTORY" Which Is Located Near The Front Of The Book

We Want You To Take Full Advantage Of Our Service!

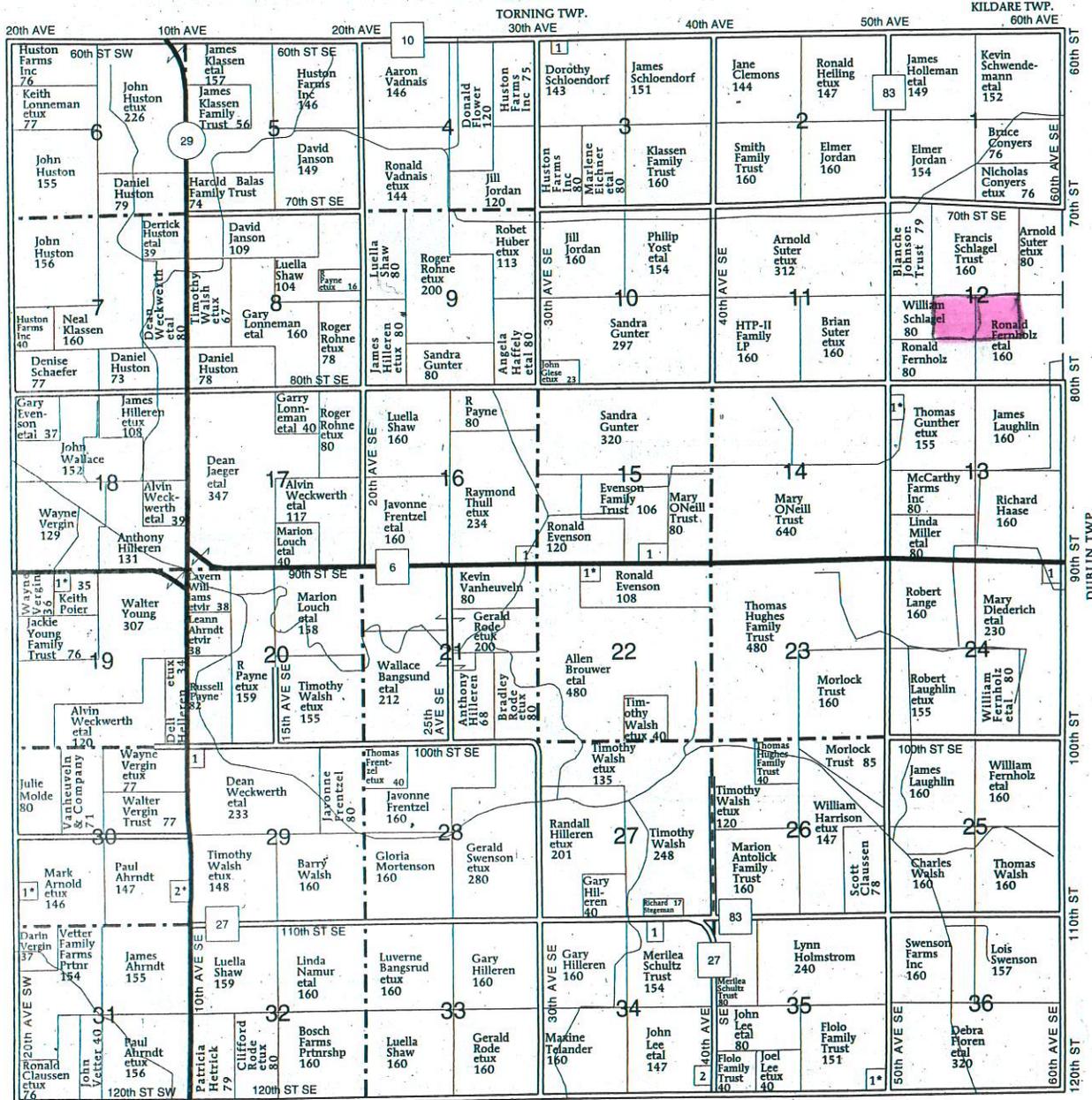
T-120-N

CASHEL PLAT

(Landowners)



R-39-W



CHIPPEWA CO.

CASHEL TOWNSHIP

SECTION 3

- 1. Huston, Patrick 8

SECTION 13

- 1. Brehmer, Donald 5

SECTION 15

- 1. Evenson, Floyd 14

SECTION 16

- 1. Payne, R 6

SECTION 19

- 1. Commerford, Norman 5

SECTION 22

- 1. Payne, Jan 12

SECTION 24

- 1. Schafer, Jerome 10

SECTION 29

- 1. Weckwerth, Dean 6

SECTION 30

- 1. Vergin, Darin 8
- 2. Ahndt, Paul 12

SECTION 34

- 1. Hilleren, Gary 7
- 2. Payne, James 8

SECTION 35

- 1. Carruth, Thomas 9



Request for Board Action

BOARD MEETING DATE:
May 3, 2016

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a contract with Midwest Medical Examiner's Office for Medical Examiner Services	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: State Statute requires a County Coroner or Medical Examiner be appointed by the County
BACKGROUND/JUSTIFICATION: Swift County has used Midwest Medical Examiner Services Office (Anoka County) for medical examiner services since October of 2014. Staff has been very pleased with their services to the County. The contract is set to expire at the end of 2016. Staff, include Sheriff Holtz, supports continuing to contract with them. The attached contract would run through the end of 2017 and includes automatic renewals through the end of 2019. The contract does contain a provision allowing it to be cancelled with a 3 month notice.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: The bases costs to the County is \$125.00 a month with individual public autopsies costing \$2,000 per autopsy. This will be covered by the corner line item in the County's budget.

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will be approved prior to final execution	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

RESOLUTION

**APPOINTING A CONTRACT WITH ANOKA COUNTY
FOR MEDICAL EXAMINER SERVICES**

Motion by Commissioner _____ Seconded by Commissioner _____

BE IT RESOLVED, that the contract with Anoka County for Medical Examiner Services is approved and the Board Chair and Clerk of the Board are directed to execute said contract on behalf of the County.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 3rd day of May 2016.

Swift County Board of Commissioners

Peter Peterson, Chairman

ATTEST:

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

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

**Contract for
Medical Examiner Services**

This CONTRACT is entered into by and between **Anoka County, Minnesota**, 14341 Rhinestone St NW, Ramsey, MN 55303 and **Swift County, Minnesota**, 301- 14th Street N., Benson, MN 56215.

RECITALS:

- 1.) Anoka County has appointed Dr. A. Quinn Strobl, Medical Examiner, who is a doctor of medicine licensed to practice medicine in the state of Minnesota and a forensic pathologist certified by the American Board of Pathology, as Medical Examiner for Anoka County pursuant to Minn. Stat. § 390.33.
- 2.) Dr. Quinn Strobl, with assistance of county staff in the Anoka County Medical Examiner's Office, provides Medical Examiner services as set forth in Minn. Stat. Chap. 390.
- 3.) Anoka County is willing to provide autopsy services to other counties upon terms and conditions as authorized by Minn. Stat. § 390.252.
- 4.) Swift County wishes to contract with Anoka County for the provision of autopsy services to Swift County.

THEREFORE, IT IS MUTUALLY AGREED:

1. TERM.

- 1.1 This Agreement will commence on January 1, 2017, and will terminate on December 31, 2017.
- 1.2 This Agreement will automatically renew for two additional years unless either party notifies the other party in writing, before September 30, 2017, of their intent not to renew the agreement.

1.2 This Agreement may be terminated early as provided in Section 6. TERMINATION.

2. SERVICES.

- 2.1 Upon request, Anoka County will provide services as described in Attachment A, which is incorporated into and made a part of this Agreement.

3. COMPENSATION.

- 3.1 Swift County will pay Anoka County, as compensation for autopsy services and related consultation and testimony, according to the current Anoka County Fee schedule, a copy

of which is attached hereto as Exhibit B. Additionally, Swift County will pay to Anoka County a monthly administrative fee of \$125.00 to be paid quarterly.

3.2 In addition to the base amount the ME office may also charge for legal time incurred, as a result of cases processed, according to its standard fee schedule. This fee may include preparation time, meetings with attorneys and actual court time.

4. AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING.

4.1 Anoka County will maintain appropriate records related to services provided under this Agreement.

4.2 Anoka County agrees to allow Swift County, the State Auditor or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of Anoka County that are relevant to this Agreement, pursuant to Minn. Stat. § 16C.05, subd. 5.

5. STANDARDS AND LICENSES

5.1 Anoka County will provide services only with those personnel who are properly licensed by the State of Minnesota (or other regulatory authority).

5.2 Anoka County will comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereafter adopted.

6. TERMINATION.

6.1 This Contract will terminate under the following circumstances:

6.1.1 by the parties' mutual written agreement;

6.1.2 upon at least 3 months written notice specifying the termination date, given by either party, with or without cause;

6.1.3 if a party is in breach of a material obligation under this Agreement and has not cured the breach within 15 days of written notice specifying the breach, this Agreement will terminate immediately unless the other party consents to extend the cure period, which consent will not be unreasonably withheld so long as the breaching party has commenced cure during the 15 day notice period and pursues cure of the breach in good faith.

6.1.4 automatically without notice on December 31, 2019.

6.2 Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Swift

County of its obligation to pay all charges that accrued prior to such termination.

6.3 The parties' rights and obligations under this Agreement shall survive termination of this Agreement.

7. DATA PRACTICES.

7.1 Anoka County is required to comply with the provisions of the Minnesota government data practices act, Minn. Stat. Ch. 13, in collecting creating, receiving, maintaining, disseminating, or using data for any purpose in the course of its performance of this Agreement.

7.2 The parties both agree to abide by applicable statutes, rules, and regulations related to data privacy and as they may be amended.

8. NON-DISCRIMINATION.

8.1 The parties agree to comply with applicable federal or state laws and regulations and county policies related to affirmative action and non-discrimination.

9. INDEMNIFICATION.

9.1 Anoka County agrees that it will defend, indemnify, and hold harmless Swift County against any and all liability, loss, damages, costs, and expenses which Swift County may hereafter sustain, incur, or be required to pay by reason of any negligent act or omission or intentional act of Anoka County, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of services under this Agreement.

9.1.1 This duty to defend, indemnify and hold harmless by Anoka County shall exclude any and all negligent or intentional acts of Swift County, its employees, servants or agents.

9.1.2 Nothing in this Agreement waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. §§ 3.732 et seq. or any other applicable law.

10. INDEPENDENT CONTRACTOR.

10.1 Nothing in this Agreement is intended or should be construed in any manner as creating or establishing a co-partner relationship between Anoka County and Swift County or as constituting Anoka County or its employees as the agent, representative, or employee of Swift County for any purpose.

11. MINNESOTA LAW

11.1 Minnesota laws govern all questions related to the Contract.

11.2 The parties will venue any proceedings related to this Agreement in the Anoka County District Court, State of Minnesota.

12. NOTICE

12.1 Notice is to be given in writing and either sent by mail or delivered in person.

12.1.1 Notice for Swift County will be directed to Mike Pogge-Weaver, County Administrator, Swift County Office Building, 301 – 14th St. N., Benson, MN 56215.

12.1.2 Notice for Anoka County will be directed to Jerry Soma, County Administrator, 2100 Third Avenue, Anoka, MN 55303.

12.2 Notice served by mail is deemed received 3 days after mailing.

13. MODIFICATIONS

13.1 Material alterations, modifications or variations of the terms of this Agreement, shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

14. MERGER

14.1 It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

The parties have entered into this Agreement as of the date first written above.

County of Anoka, Minnesota

County of Swift, Minnesota

By: _____
Rhonda Sivarajah
Chair, Board of Commissioners

By: _____
Gary Hendrickx
Chair, Board of Commissioners

Date: _____

Date: _____

Attest:

Attest:

By: _____
Jerry Soma
County Administrator

By: _____
Mike Pogge-Weaver
County Administrator

Approved as to form:

Approved as to form:

Kelsey R. Kelley
Assistant County Attorney

Danielle Olson
Swift County Attorney

Attachment A

Autopsy Services to be Provided

1. Reliable and issue-focused forensic autopsy services on a timely basis.
2. Autopsies performed by forensic pathologist.
3. Compliance with Joint Commission on Accreditation of Hospitals Organization, College of American Pathology, National Association of Medical Examiner guidelines for autopsy procedures. Accreditation by the National Association of Medical Examiners.
4. Assistance in special techniques for positive identification.
5. Toxicology performed by an accredited forensic toxicology laboratory.
6. Record maintenance of photographs, toxicology and basic radiographs.
7. Weekday, weekend and holiday coverage.
8. Timely communication with family, including notification of legal next of kin, and notification to identified attending physician.
9. Notifying next of kin when an autopsy is performed; sending a personalized letter to family to accompany the autopsy report on non-criminal cases.



Midwest Medical Examiner's Office

14341 Rhinestone Street NW, Ramsey, MN 55303

Phone: 763-323-6400 ♦ Fax: 763-323-6479

A. Quinn Strobl M.D. Chief Medical Examiner

Anne Bracey M.D. ♦ Michael Madsen M.D.

Accredited by



Fee Schedule 2016

Autopsy Charges			Effective
Complete Autopsy	\$2,000.00		01/01/2016
Cranial Autopsy	\$1,500.00		01/01/2016
Brain Removal	\$850.00		01/01/2016
Chest Autopsy	\$1,400.00		01/01/2016
External Autopsy	\$1,300.00		01/01/2016
Homicide Autopsy	\$2,500.00		01/01/2016
Trunk Autopsy	\$1,600.00		01/01/2016
Fetal Autopsy	\$1,250.00		01/01/2016
Mesothelioma Study Autopsy	\$3,000.00		07/01/2016

Additional Autopsy Charges			
Anthropological Consultation	Actual Cost		01/01/2016
Cardiac Pathology Consultation	\$700.00	or actual cost if higher	01/01/2016
Embalmed Decedent	\$1,000.00		01/01/2016
Forensic Dental Consultation	Actual Cost		01/01/2016
Neuropathology Consultation	\$700.00	or actual cost if higher	01/01/2016
Lodox Scan	\$375.00		07/01/2016
Complex Post Mortem Exam	\$375.00	/hour	01/01/2016
Bone Review	\$375.00	/hour, 15 min. minimum	01/01/2016
Hardware/Device Removal	\$375.00	/hour, 1 hour minimum	01/01/2016
Cremation Approval	\$25.00	/per approval	01/01/2016



Request for Board Action

BOARD MEETING DATE:
May 3, 2016

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Hold a public hearing on the proposal that the County grant a business subsidy to Federated Telephone Cooperative and on the proposal that the County abate property taxes levied by the County on certain properties (This public hearing and action on the tax abatements could be cancelled depending on the outcome of the bond sale)	
Requested Actions: <ol style="list-style-type: none"> 1. Consider approving a resolution approving Property Tax Abatements (if needed) 2. Consider adopting a resolution approving the sale of taxable general obligation tax abasement bonds, Series 2016A 3. Consider approving the Loan Agreement, Collateral Account Security Agreement, and Account Control Agreement with Federated Telephone Cooperative and authorize the Board Chair and County Administrator to sign said agreements on behalf of the County at the time of the bond closing, including authorization for the Board Chair and County Administrator to make minor changes to conform with the terms of the bond sale 	
AGENDA YOU ARE REQUESTING TIME ON: 9:05 AM	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: <p>There are three items that will occur on May 3rd.</p> <p>The first is to hold a public hearing on a request to grant a business subsidy to Federated Telephone Cooperative and on the proposal that the County abate property taxes levied by the County on certain properties. This public hearing and action on the tax abatements could be cancelled depending on the outcome of the bond sale. This public hearing was authorized by the board on April 19, 2016. All interested persons are requested to appear at the May 3, 2016 public hearing and present their views orally or submit written comments prior to the hearing for the board to consider during the public hearing. Related to the business subsidy to Federated Telephone Cooperative, copies of the draft Loan Agreement, draft Collateral Account Security Agreement, and draft Account Control Agreement are included for public review. It is anticipated the final documents will be presented for board action on May 3rd. These documents are in draft form and changes will be occurring before they are finalized.</p> <p>The second is for the board to review the results of the bond sale that will occur on May 2nd and to consider adopting a resolution approving the sale of taxable general obligation tax abasement bonds, Series 2016A. Northland Securities will be on hand to review the bond sale results with the board.</p>	

The final requested is to consider approving the Loan Agreement, Collateral Account Security Agreement, and Account Control Agreement with Federated Telephone Cooperative and authorize the Board Chair and County Administrator to sign said agreements. Additionally, while the agreements are in substantial form, there will be some minor changes to include final terms of the bond sale and to correct any other minor clean up that will not change the intent of the documents. I would request that the board authorizing the Board Chair and County Administrator to make minor changes at closing that does not change the intent of the agreements.

PREVIOUS ACTION ON REQUEST / n/a
 OTHER PARTIES INVOLVED?

Budget Information

FUNDING: The loan agreement calls for the county to pay bond issuance fees. This mirrors what Big Stone contributed to Federated as part of their project. In Swift County’s case the total fees are \$67,000. This amount will not be due until sometime in 2017 and can be included in the 2017 budget.

The bond payments are anticipated to be paid for by Federated Telephone. The County’s G.O. powers are being pledged as part of this project. Ultimately if the project would fail, the County tax payers as a whole would pay the bonding cost. Enclosed in the finance plan is the estimated annual bond payments that would be due each year starting in 2017 through 2037.

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Was not submitted for review. Documents were submitted for review by the county’s bonding counsel	RECOMMENDATIONS: Hold the public hearing, if needed, and consider approving the requested actions
COMMENTS: None	COMMENTS: None

EXTRACT OF MINUTES OF A MEETING OF THE
BOARD OF COMMISSIONERS OF
SWIFT COUNTY, MINNESOTA

HELD: May 3, 2016

Pursuant to due call and notice thereof, a regular or special meeting of the Board of Commissioners of Swift County, Minnesota, was duly called and held at the Swift County Courthouse in Benson, Minnesota, on May 3, 2016, at 9:00 A.M., for the purpose, in part, of authorizing the issuance and awarding the sale of \$7,785,000 Taxable General Obligation Tax Abatement Bonds, Series 2016A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF
\$7,785,000 TAXABLE GENERAL OBLIGATION TAX ABATEMENT BONDS, SERIES
2016A AND PLEDGING FOR THE SECURITY THEREOF TAX ABATEMENTS AND
AUTHORIZING EXECUTION OF CERTAIN DOCUMENTS RELATED THERETO

A. WHEREAS, the Board of Commissioners Swift County, Minnesota (the "County"), has heretofore determined and declared that it is necessary and expedient to issue \$7,785,000 aggregate principal amount Taxable General Obligation Tax Abatement Bonds, Series 2016A (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Chapter 475, and Sections 469.1812 through 469.1815, as amended, to provide a loan to Federated Telephone Cooperative, a Minnesota cooperative association (the "Borrower") to assist with financing the acquisition, construction, and installation of a "filter-to-the user" broadband communications network and related facilities in the County (the "Project"); and

B. WHEREAS, the County has heretofore established a tax abatement program (the "Program") pursuant to the provisions of Minnesota Statutes, Sections 469.1812 through 469.1815, with respect to providing for the abatement of property taxes for a period of twenty years on various properties in the County, as described in the resolution adopted by the Board of Commissioners on April 19, 2016, approving the Program (the "Abatement Resolution"); and

C. WHEREAS, the amount of the property taxes abated are estimated to be at least equal to the principal amount of the Bonds and pursuant to the provisions of the Abatement Resolution, funds are to be expended to provide money to pay for Project; and

D. WHEREAS, pursuant to a loan agreement between the County and the Borrower, dated as of June 1, 2016 (the "Loan Agreement"), a copy of the Loan Agreement having been provided to the Board, the County will loan the proceeds of the Bonds to the Borrower to assist in the financing of the Project; and

E. WHEREAS, the payments to be made under the Loan Agreement are fixed so as to produce revenue sufficient to pay the principal of, premium, if any, and interest on the Bonds when due; and

F. WHEREAS, the Borrower's repayment obligations under the Loan Agreement will be secured by a security interest in certain funds and investments of the Borrower pursuant to a Collateral Account Security Agreement dated as of June 1, 2016 in favor of the County (the "Collateral Account Security Agreement") and an Account Control Agreement dated as of June 1, 2016 by and among the County, the Borrower and Sanford C. Bernstein & Co., LLC, a Delaware limited liability company (the "Account Control Agreement", and with the Collateral Account Security Agreement, the "Security Agreement"), a copy of each having been provided to the Board; and

G. WHEREAS, the County has retained Northland Securities, Inc., in Minneapolis, Minnesota ("Northland"), as its municipal advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Northland; and

H. WHEREAS, the proposals set forth on Attachment A attached hereto were received by the County Administrator, or designee, at the offices of Northland, at 10:30 a.m. on May 2, 2016 pursuant to the Notice of Sale established for the Bonds; and

I. WHEREAS, it is in the best interests of the County that the Bonds be issued in book-entry form as hereinafter provided; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Swift County, Minnesota (the "Board"), as follows:

1. Acceptance of Offer. The proposal of _____ (the "Purchaser"), to purchase the Bonds in accordance with the Notice of Sale, at the rates of interest hereinafter set forth, and to pay therefor the sum of \$_____, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received and is hereby accepted, and the Bonds are hereby awarded to the Purchaser.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities. The Bonds shall be dated June 1, 2016, as the date of original issue, shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2018		2028	
2019		2029	
2020		2030	
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the County nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the County, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or

premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the County may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The County and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or County, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the County or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the County or the Bond Registrar may establish a special record date for such consent or other action. The County or the Bond Registrar

shall, to the extent possible, give the Depository notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the County and discharging its responsibilities with respect thereto under applicable law. The County may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the County or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the County, is willing and able to assume such functions upon reasonable or customary terms, or if the County determines that it is in the best interests of the County or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10 hereof. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 10.

(d) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose; Findings. The Bonds shall provide funds to finance the Project. Pursuant to the Abatement Resolution, the County's share of real estate taxes generated as a result of the Project and the Program (the "Tax Abatements") have been pledged to the payment of the Bonds. The principal amount of the Bonds does not exceed the estimated amount of Tax Abatements, presently estimated to be \$7,785,000. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. Proceeds of the Bonds shall be expended on costs or uses

permitted by Minnesota Statutes, Sections 469.1812 through 469.1815, and shall not be expended on any costs or devoted to any other uses.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2017, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2018		2028	
2019		2029	
2020		2030	
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	

5. Optional Redemption. All Bonds maturing on February 1, 2024, and thereafter, shall be subject to redemption and prepayment at the option of the County on February 1, 2023, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the County; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds at least thirty days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the County or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the County and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the County shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds

having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Calamity Redemption. All Bonds are subject to redemption and prior payment at the option of the County, in whole, at the principal amount thereof plus accrued interest on any date in the event of damage to or destruction or condemnation of the Project or any part thereof to the extent provided in Section 5.10 of the Loan Agreement.

7. Bond Registrar. Northland Trust Services, Inc., in Minneapolis, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the County and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

8. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
SWIFT COUNTY

R-_____ \$_____

TAXABLE GENERAL OBLIGATION TAX ABATEMENT BOND, SERIES 2016A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1,	June 1, 2016	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Swift County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, unless called for prior redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2017, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Northland Trust Services, Inc., in Minneapolis, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

THE ISSUER HAS ELECTED TO ISSUE THIS BOND AS A TAXABLE BOND, AND THE INTEREST IS INTENDED TO BE INCLUDED IN GROSS INCOME FOR FEDERAL INCOME TAXATION PURPOSES AND, TO THE SAME EXTENT, INCLUDED IN BOTH GROSS INCOME AND TAXABLE NET INCOME FOR STATE INCOME TAXATION PURPOSES.

Optional Redemption. The Bonds of this issue (the "Bonds") maturing on February 1, 2024, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2023, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds at least thirty days prior to the date fixed for redemption.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Calamity Redemption. All Bonds are subject to redemption and prior payment at the option of the Issuer, in whole, at the principal amount thereof plus accrued interest on any date in the event of damage to or destruction or condemnation of the Project any part thereof to the extent provided in Section 5.10 of the Loan Agreement.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$7,785,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, redemption provision and denomination, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the Board of Commissioners on May 3, 2016 (the "Resolution"), for the purpose of providing money to provide a loan to Federated Telephone Cooperative to assist with financing the

acquisition, construction, and installation of a "filter-to-the user" broadband communications network and related facilities in the County. This Bond is payable out of the Taxable General Obligation Tax Abatement Bonds, Series 2016A Fund, constitutes a general obligation of the Issuer and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Taxable Interest. The interest on this Bond is included in the gross income of the owner hereof for purposes of United States income tax and to the same extent in both gross income and taxable net income for purposes of State of Minnesota income tax.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this

Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Swift County, Minnesota, by its Board of Commissioners has caused this Bond to be executed on its behalf by the facsimile signatures of its Chair and its Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: NORTHLAND TRUST
SERVICES, INC.

Payable at: NORTHLAND TRUST
SERVICES, INC.

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

SWIFT COUNTY,
MINNESOTA

This Bond is one of the Bonds
described in the Resolution
mentioned within.

/s/ Facsimile

Chair

NORTHLAND TRUST SERVICES,
INC.

Minneapolis, Minnesota

Bond Registrar

/s/ Facsimile

County Administrator

By _____

Authorized Signature

PREPAYMENT SCHEDULE

This Bond has been prepaid in part on the date(s) and in the amount(s) as follows:

<u>DATE</u>	<u>AMOUNT</u>	<u>AUTHORIZED SIGNATURE OF HOLDER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the County by the signatures of its Chair and County Administrator and be sealed with the seal of the County; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

10. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the County on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue, June 1, 2016. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

11. Registration; Transfer; Exchange. The County will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the County shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the County shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the County.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the County evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the County contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The County Administrator is hereby authorized to negotiate and execute the terms of said agreement.

12. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

13. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the County maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

14. Treatment of Registered Owner. The County and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the County nor the Bond Registrar shall be affected by notice to the contrary.

15. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the County Administrator to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

16. Fund and Accounts. There is hereby created a special fund to be designated the "Taxable General Obligation Tax Abatement Bonds, Series 2016A Fund" (the "Fund") to be administered and maintained by the County Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. The

Fund shall be maintained in the manner herein specified until the Bonds have been fully paid and the County has been fully reimbursed from the pledge of Tax Abatements for payment of the principal and interest on the Bonds paid by the County from taxes levied on property in the County other than the Project. There shall be maintained in the Fund the following separate accounts:

(a) Project Fund. To the Project Fund there shall be credited the proceeds of the sale of the Bonds, less capitalized interest and any amount paid for the Bonds in excess of the minimum bid. From the Project Fund there shall be paid all costs and expenses of the Project as described herein and in the Loan Agreement and the Abatement Resolution; and the moneys in the Project Fund shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay principal of and interest on the Bonds in the event the Borrower has not met the conditions for disbursement and has not made payments in accordance with the Loan Agreement.

(b) Bond Fund. To the Bond Fund there is hereby pledged and irrevocably appropriated and there shall be credited: (i) capitalized interest in an amount of \$_____ (together with interest earnings thereon and subject to such other adjustments as are appropriate to provide sufficient funds to pay interest due on the Bonds on or before February 1, 2017); (ii) all funds paid for the Bonds in excess of the minimum bid; (iii) \$600,000 to be paid by the Borrower on or before August 31, 2016; (iv) Tax Abatements in an amount sufficient to pay the annual principal payments on the Bonds; (v) any taxes herein and hereafter levied for the payment of the Bonds; (vi) all funds remaining in the Project Fund after completion of the Project and payment of the costs thereof; (vii) all investment earnings on funds held in the Bond Fund; and (viii) any and all other moneys which are properly available and are appropriated by the governing body of the County to the Bond Fund. The Bond Fund shall be used solely to pay the principal and interest and any premiums for redemption of the Bonds and any other general obligation bonds of the County hereafter issued by the County and made payable from said account as provided by law.

17. Tax Abatements; Use of Tax Abatements. The Board has adopted the Abatement Resolution and has thereby approved the Tax Abatements, including the pledge thereof to the payment of principal and interest of the Bonds. As provided in the Abatement Resolution, the estimated total amount of Tax Abatements, if received as estimated for the full maximum term thereof, is \$7,785,000, and therefore the principal amount of the Bonds, and interest due thereon, does not exceed the maximum projected amount of the Tax Abatements. The Board hereby confirms the Abatement Resolution, which is hereby incorporated as though set forth herein.

18. Tax Levies; Coverage Test. To provide funds for payment of the interest on the Bonds, there is hereby levied upon all of the taxable property in the County a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the County for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
2016-2035	2017-2036	See attached levy schedule

The tax levies are such that if collected in full they, together with estimated collections of Tax Abatements, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The Tax Abatements and the tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the levies required by this paragraph and Minnesota Statutes, Section 469.1815 in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

19. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The County may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The County may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The County may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

20. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing powers of the County shall be and are hereby irrevocably pledged. If the balance in the Bond Fund is ever insufficient to pay all principal and interest then due on the Bonds payable therefrom, the deficiency shall be promptly paid out of any other accounts of the County which are available for such purpose, and such other funds may be reimbursed without interest from the Bond Fund when a sufficient balance is available therein.

21. Taxable Status of the Bonds. The County does not qualify the Bonds as tax-exempt under the Internal Revenue Code of 1986, as amended. It is hereby determined that the Bonds are to be issued as fully taxable obligations, and all interest received on the Bonds is to be included in the gross income of the Holder of any Bond for federal income taxation purposes and, to the same extent, in both gross income and taxable net income for state income taxation purposes.

22. Continuing Disclosure. The County is the sole obligated person with respect to the Bonds. The County hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The County reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the County to provide the annual financial information with respect to the County described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The County agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the County's obligations under the covenants.

The Chair and County Administrator or any other officer of the County authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the County the Undertaking in substantially the form presented to the Board of Commissioners subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

23. Certificate of Registration. The County Administrator is hereby directed to file a certified copy of this resolution with the County Auditor of Swift County, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's certificate that the Bonds have been entered in the County Auditor's Bond Register and that the tax levy required by law has been made.

24. Approval and Authorization of Loan Agreement, Account Control Agreement and Collateral Account Security Agreement. The Board hereby approves the Loan Agreement, the Account Control Agreement and the Collateral Account Security Agreement in substantially the forms submitted, and the Chair and County Administrator are hereby authorized and directed to execute the Loan Agreement, the Account Control Agreement and the Collateral Account Security Agreement on behalf of the County.

The approval hereby given to the Loan Agreement, the Account Control Agreement and the Collateral Account Security Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and

additions thereto as may be necessary and appropriate and approved by the County officials authorized by this resolution to execute the Loan Agreement, the Account Control Agreement and the Collateral Account Security Agreement. The execution of the Loan Agreement, the Account Control Agreement and the Collateral Account Security Agreement by the appropriate officer or officers of the County shall be conclusive evidence of the approval of the Loan Agreement, the Account Control Agreement and the Collateral Account Security Agreement in accordance with the terms hereof.

25. Records and Certificates. The officers of the County are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the County relating to the Bonds and to the financial condition and affairs of the County, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the County as to the facts recited therein.

26. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

27. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
SWIFT COUNTY

I, the undersigned, being the duly qualified and acting Administrator of Swift County, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the Board of Commissioners, duly called and held on the date therein indicated, insofar as such minutes relate to providing for the issuance and sale of \$7,785,000 Taxable General Obligation Tax Abatement Bonds, Series 2016A.

WITNESS my hand on April ____, 2016.

Administrator



Request for Board Action

BOARD MEETING DATE:
May 3, 2016

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 #5175 requested by Huston Land & Cattle, LLC (Owner) for establishing a new and construct a new 100' x 450' confinement mono-slope barn to house 999 head of beef finish cattle. Total capacity of the existing open lot and new mono-slope barn combined will be 999 animal units located in the NE ¼ of the NE ¼ of Section 7 in Cashel Township.	
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: Was not submitted for review	RECOMMENDATIONS: Review and consider an action
COMMENTS: n/a	COMMENTS: None

Proposed Special Conditions
Derrick & John Huston
Conditional Use Permit #5175

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. Applicant's personnel must address all complaints, problems or concerns regarding public health, safety and welfare within 72 hours of presentation of the complaint. Copies of all complaints and responses addressed to them shall be submitted to Swift County Environmental Services.
3. Granting of the conditional use-permit shall be for the plans submitted with the initial application only.
4. All plans regarding approaches and access roads, as well as traffic control must be submitted to the township chairman.
5. Dead animals shall be disposed of in a manner consistent with the Minnesota Board of Animal Health and the Minnesota Pollution Control Agency (MPCA) requirements.
6. The permit holder shall allow the Zoning Administrator or MPCA staff to inspect the site whenever necessary. However, the Zoning Administrator shall provide a 24-hour notice in advance of any inspection that involves accessing the buildings in which the animals are confined.
7. A manure management plan must be completed.
8. That a Good Neighbor Policy be in effect. Prior to spreading, the residents of dwellings within $\frac{3}{4}$ mile of agitation and spreading sited would be contacted to determine if they have any special events planned which may be affected by the spreading. If possible, another location or time would be chosen. Neighbors are encouraged to contact the applicant with any scheduled events in advance so as to help them plan manure application.
9. Reasonable measures will be taken to minimize offensive odor, fumes, dust and noise so that none of these will constitute a public nuisance.
10. This Conditional Use Permit #5175 shall expire one year from the date of issuance if the permit is not utilized.
11. Violation of any of the above stated conditions may result in revocation of the conditional use permit.

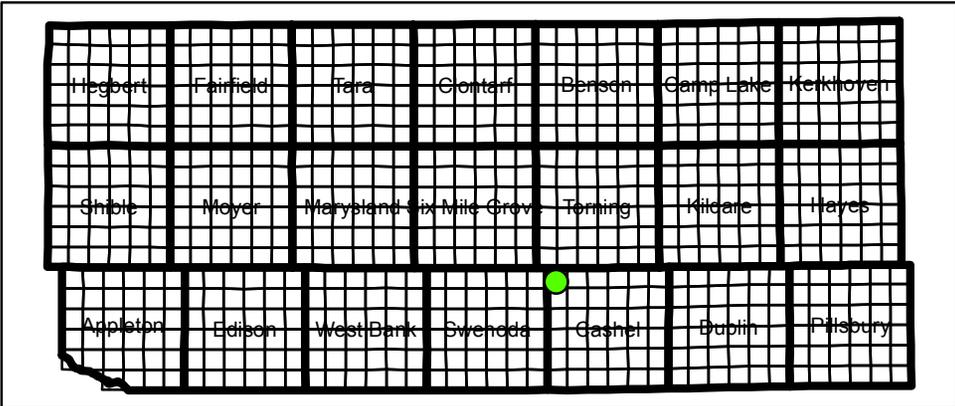


Huston Land & Cattle, LLC

Cashel

6

7



Project: Establishing a new feedlot & construct a new 100' x 450' confinement mono-slope barn
 Owner: Derrick & John Huston
 Legal: S 1/2 OF SE 1/4 of Sect. 6, Cashel Township, in Swift County, MN.



Request for Board Action

BOARD MEETING DATE:
May 3, 2016

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 #5173 requested by Falk Farm, LLC (Owner) to erect a small wind turbine, Model DT-30 from Dakota Turbines, to offset a portion of energy usage onsite located in the E ½ of the SE ¼ in Section 36 of Camp Lake Township.	
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 10.4 Code of Ordinances, Wind Energy Conversion System. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

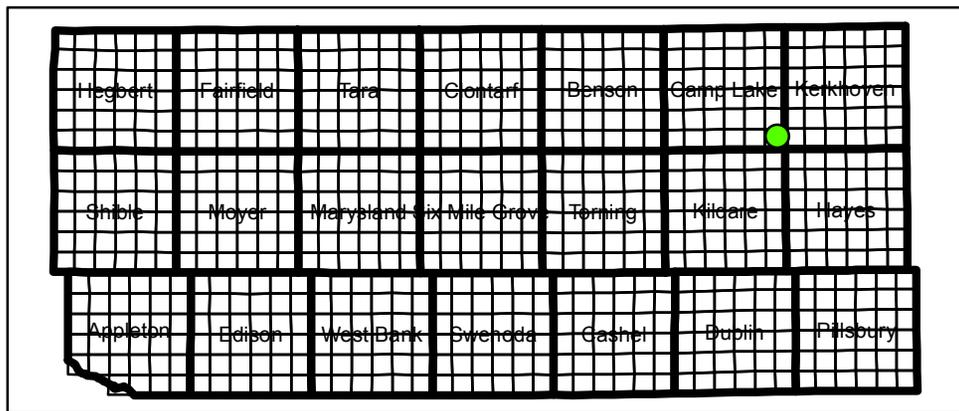
FUNDING: N/A

Review/Recommendation

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

Proposed Special Conditions
Falk Farm, LLC
Conditional Use Permit #5173

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. The permit holder shall comply with all applicable FAA rules and regulations as they may apply to the project.
3. The permit holder shall comply with all applicable environmental rules and regulations as they may apply to the project.
4. Applicant's personnel must address all complaints, problems or concerns regarding public health, safety and welfare within 72 hours of presentation of the complaint. Copies of all complaints and responses addressed to them shall be submitted to Swift County Environmental Services.
5. Granting of the conditional use-permit shall be for the plans submitted with the initial application only.
6. This Conditional Use Permit #5173 shall expire one year from the date of issuance if the permit is not utilized.
7. Violation of any of the above stated conditions may result in revocation of the conditional use permit.



Project: Erect a small wind turbine, Model DT-30 from Dakota Turbines to offset a portion of energy usage onsite.
 Owner: James & Karen Falk
 Legal: E 1/2 OF SE 1/4 of Sect. 36, Camp Lake Township, in Swift County, MN.



Request for Board Action

BOARD MEETING DATE:
May 3, 2016

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Discuss a request from the City of Benson on completing a study for evaluating potential sites for future industrial activities and consider participating in the cost of said study	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The City of Benson is looking to complete a study to identify possible sites for an industrial park in or adjacent to the City of Benson. Attached is the scope of that study. The overall cost of the study is \$20,000. The City of Benson is requesting a three-way partnership between the City of Benson, Agralite Electric Cooperative, and the County. The County's portion could come from Board Discretionary.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: \$6,700. Available in board discretionary
--

Review/Recommendation

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



CLIENT: City of Benson
CLIENT CONTACT: Mr. Rob Wolfington
DATE REQUESTED: April 6, 2016
TELEPHONE NO. 320-843-4775
ADDRESS Street: 1410 Kansas Ave
City: Benson
State, Zip: MN 56215

PROJECT NO: BE1601
PROJECT DESCRIPTION: **CITY OF BENSON FUTURE INDUSTRIAL SITE STUDY**

PROJECT UNDERSTANDING:

Landteam understands the client is interested in evaluating potential sites for future industrial activities. The client wishes to retain professional services to collect pertinent background information in order to better appraise the suitability of potential sites.

Landteam understands that City staff will be our point of contact with other shareholders. Also, Landteam understands that we will attend meetings with a selection committee in order to present findings and gather input.

Landteam anticipates this project will be completed in three phases, as described below.

Phase I will include an initial meeting with City staff to determine the focus areas of the study and to establish general site evaluation criteria.

During Phase II of the project, Landteam will gather available information on the focus areas that meet the criteria established in Phase I. Potential information to be gathered is listed under Phase II Scope of Services on the following page. Following the gathering of this information, Landteam will compile the data into a series of exhibits, and if necessary, brief supporting narratives. At the end of Phase II, Landteam will present these findings to the selection committee with the intent that they will select several sites for more in-depth study—Landteam anticipates approximately five sites will be chosen at this point.

Phase III will consist of Landteam performing a more in-depth examination of those sites chosen by the selection committee. Potential information to be gathered is listed under Phase III Scope of Services on the following page. Following the compilation of this data, Landteam will again meet with the selection committee to present the Phase III findings.

SCOPE OF SERVICES:

Phase I Services:

Landteam will prepare aerial photos that will depict the city boundary of Benson along with available parcel mapping. Landteam will present this information at a meeting with City staff in order to facilitate the Phase I discussion.

Phase II Services:

Landteam will prepare a series of exhibits, along with any supporting narratives necessary to explain those exhibits. These exhibits could potentially include the following information, as available. Landteam will present this information at a meeting with the selection committee.

- Land Use and Current Zoning
 - City, Township, and County Zoning
 - City, Township, and County Ordinances requirements
 - Current land use/recent past land use
 - Existing Parcel Lines
 - Comprehensive Plan Information
 - Ditches and Ditch Jurisdiction
 - Local Cemeteries
- Access and Transportation
 - State Roads/Highways
 - County Roads/Highways
 - Township Roads/Highways
 - City Streets
 - Railways
 - Airport Flight Zones
- Environmental
 - EAW Categories/Requirements
 - Floodplains
 - Wildlife Sanctuaries/WPAs and Similar Designations
 - Conservation Easements

Phase III Services:

Landteam will prepare a series of exhibits, along with any supporting narratives necessary to explain those exhibits. These exhibits could potentially include the following information, as available. Landteam will present this information at a meeting with the selection committee.

- Any Necessary Expanded/Updated Phase II documents
- Utilities—Telecom, Sanitary and Storm Sewer, Electrical, Water, Natural Gas, Petroleum
 - Easements
 - Service Areas
 - Availability
 - Capacity to Serve
- Environmental Exhibits
 - Wetlands
 - Air Quality, Light Pollution, and Noise Restrictions



Request for Board Action

BOARD MEETING DATE:
May 3, 2016

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Receive bids and consider approving a farm lease for property in the NW corner of State Highway 9 and County Road 29.													
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes												
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a												
BACKGROUND/JUSTIFICATION: Notice of the proposed lease was published in the Swift County Monitor News on April 6, 13, and 20. Bids were received until April 27 th . The property is 78.6 acres with 56 acres of tillable land more or less. The County received the following bids:													
<table border="1"> <thead> <tr> <th>Name</th> <th>Per Acre</th> <th>Total Bid</th> </tr> </thead> <tbody> <tr> <td>Joe DeVaan and Susana Camacho</td> <td>\$150.00</td> <td>\$8,400.00</td> </tr> <tr> <td>Lonnie & Ryan Fosso</td> <td>\$117.91</td> <td>\$6,603.00</td> </tr> <tr> <td>Scott Smith</td> <td>\$65.00</td> <td>\$3,640.00</td> </tr> </tbody> </table>		Name	Per Acre	Total Bid	Joe DeVaan and Susana Camacho	\$150.00	\$8,400.00	Lonnie & Ryan Fosso	\$117.91	\$6,603.00	Scott Smith	\$65.00	\$3,640.00
Name	Per Acre	Total Bid											
Joe DeVaan and Susana Camacho	\$150.00	\$8,400.00											
Lonnie & Ryan Fosso	\$117.91	\$6,603.00											
Scott Smith	\$65.00	\$3,640.00											
The board should review and consider approving a lease for 2016.													
Additionally, Joe DeVaan and Susana Camacho bids included pricing for 2017 and 2018. The bid for 2017 was \$160 per acre or \$8,960 and 2018 the bid was \$170 per acre or \$9,520. The board could discuss what they would like to do about future years.													
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: Will draft and approve final lease agreement prior to final execution.	RECOMMENDATIONS: Review and take an action. If the board approve staff would recommend authorizing the Board Chair, County Administrator, and County Attorney to draft and enter into a form lease with the winning proposal
COMMENTS: None	COMMENTS: None

RESOLUTION

APPROVAL OF A FARM LEASE

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the County caused to have published notice requesting bids for a proposed farm lease in the Swift County Monitor News on April 6, 13, and 20, 2016 with bids being received until 11:30 AM on April 27th for real property located in the northwest corner of State Highway 9 and County Road 29 (60th Ave NE) legally described as follows:

East Half of the Southeast Quarter (E 1/2 – SE 1/4) of Section Thirty-six (36), Township One Hundred Twenty-Two (122), Range Thirty-nine (39). The property is 78.6 acres with 56 acres of tillable land more or less.

BE IT RESOLVED, that the Swift County Board of Commissioners accepts the high bid from Josep DeVaam and Susana Cumacho to rent said property for \$150.00 per tillable acre for a total of \$8,400; and

BE IT FURTHER RESOLVED, that the Swift County Board of Commissioners authorizes the County Attorney to draft a lease and authorizes the Board Chair and County Administrator to sign said lease on behalf of the County.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 3rd day of May 2016.

Swift County Board of Commissioners

Peter Peterson, Chairman

ATTEST:

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

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