

Notice & Agenda

Swift County Board of Commissioners

Tuesday, September 16, 2014

11:00 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>
11:00 a.m.		Call to Order and Roll Call
11:01 a.m.		Approve Agenda
11:03 a.m.		Consent Agenda
	1-2	(1) Minutes from the September 2, 2014 Regular Meeting
	3	(2) Minutes from the September 2, 2014 Closed Meeting
	4-7	(3) Consider approving the 2014 EMPG Grant
	8-9	(4) Consider approval of the Absentee Ballot Board
11:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
11:05 a.m.		Commissioner and Board reports
11:20 a.m.		County Administrator report
11:25 a.m.		Citizens Comments
11:25 a.m.		Casey Olson, Swift County Extension Introduction of Janelle Lanoue, Swift County Extension Coordinator
11:30 a.m.		Andy Sander, County Engineer
	10-17	Consider approving an agreement between Swift County and the Minnesota DNR for a trail along CR 51 between Marsh Lake and the City of Appleton
	18-21	Consider renewing the lease for the Hippe Property
	22-24	Consider approving bids for the annual maintenance striping
11:35 a.m.		Scott Collins, Environmental Services Director
	25-28	Consider approval of Conditional Use Permit #4512 to Gerald Ostebauer (Owner)/AT&T Mobility (Lessee) for Tower Upgrade
11:40 a.m.		Kim Saterbak, County Auditor
	29-30	Receive and review proposed 2015 ditch assessments
	31-37	Consider accepting Mary Evans Brei bid for tax-forfeited property in Appleton (Parcel #22-0078-000).
		Other Business
	38-42	2015 Budget Discussion - Consider approving a resolution on the 2015 preliminary Budget and Levy for Swift County - Consider approving a resolution setting the 2015 Truth in Taxation meeting for Dec 2, 2014 at 6:00 PM
12:00 p.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

September 2, 2014

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

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

09-02-14-01 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the agenda as presented.

09-02-14-02 Commissioner Peterson moved and Commissioner Klemm seconded to approve the Consent Agenda which consisted of: (1) Minutes from the August 19, 2015 Meeting (2) Approval of the Human Services Contract (3) Consent for the HRA to apply a special assessment on property at 501 16th Street South, Benson in the amount of \$4,221.00 and (4) Approval of a resolution authorizing Lac Qui Parle County Snowmobile Trails in Swift County.

09-02-14-03 Commissioner Rudningen moved and Commissioner Klemm seconded to approve the Commissioner warrants as follows: Revenue: \$79,485.94; Road and Bridge: \$3,567.98; Solid Waste: \$9,683.20; and County Ditches Fund: \$5,856.86 which includes the following bills over \$2,000: Contech Construction Products, \$3,944.88; Glacial Plains Cooperative, \$2,081.96; Safe Assure Consultants Inc, \$6,734.00; Ron Schade, \$16,173.00; Soil Conservation Office, \$12,500.00; Waste Management of Northern Minnesota, \$7,986.64; and West Central Communications, \$26,867.34. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Fox reported on the Hospital Finance Committee, Hospital Board, and SPCC. Commissioner Klemm reported on DAC and RDA. Commissioner Peterson had no report. Commissioner Rudningen reported on the Kerkhoven City Council and the Insurance Committee. Commissioner Hendrickx reported on the Insurance Committee, SPCC, and RDC.

Administrator Pogge-Weaver updated the board on the meetings he's had with city councils regarding the organization study and upcoming meetings with Richard Fursman and the remaining city councils, the Insurance Committee's recommendation of a 1.08% increase in health insurance premiums for 2015, the Health Insurance Fund balance, and an update on the garage construction project.

Doug Host and Sarah Utsch of Clifton Larson Allen gave a presentation on the findings of the 2013 Audit.

09-02-14-04 Commissioner Hendrickx moved and Commissioner Peterson seconded to accept the Clifton Larson Allen Audit Report. Motion carried unanimously.

Sheri Gades gave the board an update on the Soil and Water Conservation District.

Director of Technology Support Rob Lee presented the board with the Technology Plan developed by the Technology Committee and answered questions from the board.

09-02-14-05 Commissioner Rudningen moved and Commissioner Peterson seconded to approve the Technology Plan. Motion carried unanimously.

Restorative Justice Coordinator Jacquie Larson discussed the upcoming grants she plans to pursue while working with Human Services and Youth Programs to focus on the Family Circles process of Restorative Practices.

09-02-14-06 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the 2015 Restorative Justice Grant applications. Motion carried unanimously.

Parks and Drainage Supervisor Mike Johnson updated the board on the Waters of the US rule making discussions.

The board recessed for a short break and reconvened at 10:55 AM.

Administrator Pogge-Weaver presented the board with the 2015 Preliminary Budget and Levy and answered questions.

09-02-14-07 Commissioner Hendrickx moved and Commissioner Peterson seconded to approve a resolution on the 2014 Budget and a \$45,000 Levy for the HRA. Motion carried unanimously.

09-02-14-08 Commissioner Klemm moved and Commissioner Rudningen seconded to approve a resolution on the 2014 Budget and an \$87,000 Levy for the RDA. Motion carried unanimously.

09-02-14-09 Commissioner Peterson moved and Commissioner Rudningen seconded to move to closed session to engage in confidential attorney-client communications related to a proposed litigation matter pursuant to Minnesota Statutes, Section 13D.05, subdivision 3(b). Motion carried unanimously.

The regular session recessed to closed session at 11:51 AM.

The meeting reconvened to regular session at 12:27 PM.

Chairman Fox adjourned the meeting at 12:28 PM.

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board

SWIFT COUNTY BOARD MINUTES
Record of Executive Session
September 2, 2014

Date convened: Tuesday, September 2, 2014

Time Convened: 11:51 AM

Time adjourned: 12:27 PM

Members Present: Commissioners Fox, Hendrickx, Klemm, Peterson, and Rudningen

Members Absent: None

Also Present: County Administrator Michel Pogge-Weaver, County Attorney Robin Finke, and Dennis O'Brien

Purpose: Consider approving a closed session to engage in confidential attorney-client communications related to proposed litigation regarding medical insurance issues pursuant to Minnesota Statutes, Section 13D.05, subdivision 3(b).

Chairman Fox called the executive session to order at 11:51 AM with all members present as well as County Administrator Michel Pogge-Weaver, County Attorney Robin Finke, and Dennis O'Brien. The Board engaged in confidential attorney-client communications related to proposed litigation regarding medical insurance issues.

09-02-14-1-ExS Commissioner Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried.

Executive Session adjourned at 12:27 PM

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
September 16, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Emergency Management	REQUESTOR: Bill McGeary	REQUESTOR PHONE: 320-314-2153
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the 2014 EMPG Grant	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The MN Dept of Public Safety provides grants to cover part of the cost of staffing the Emergency Manger position. It requires board approve to make the grant application.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: The grant will provide \$17,782 in reimbursement to the County.
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Review/Recommendation

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



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101	Grant Program: Emergency Management Performance Grant 2014 Grant Agreement No.: A-EMPG-2014-SWIFTCO-00083
Grantee: Swift County 304 14th St N Benson, Minnesota 56215	Grant Agreement Term: Effective Date: 1/1/2014 Expiration Date: 12/31/2014
Grantee’s Authorized Representative: Bill McGeary, Emergency Management Director 304 14th St N Benson, Minnesota 56215 Phone: 320-314-2153 e-mail: bill.mcgeary@co.swift.mn.us	Grant Agreement Amount: Original Agreement \$17,782.00 Matching Requirement \$17,782.00
State’s Authorized Representative: Kathryn Halling Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101 Phone: 651-201-7493 Kathryn.Halling@state.mn.us	Federal Funding: CFDA 97.042 State Funding: none Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Emergency Management Performance Grant 2014 Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the Emergency Management Performance Grant 2014 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Grant Agreement No. A-EMPG-2014-SWIFTCO-00083/ PO# 3000029344

*** 2. GRANTEE**

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State’s Authorized Representative

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

Application: A-EMPG-2014-SWIFTCO-00083

Budget Item Program Component: EMPG: 2014 EMPG

Budget Description:	Award	Match
Wages and Benefits		
Wages + fringe benefits: EM Director, Bill McGeary - \$58,890.00	\$17,782.00	\$17,782.00
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Budget Item Program Component Total:	\$ 17,782.00	\$ 17,782.00
Total:	\$ 17,782.00	\$ 17,782.00



Request for Board Action

BOARD MEETING DATE:
September 16, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Kim Saterbak	REQUESTOR PHONE: 320-843-6108
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of the Absentee Ballot Board	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Board of Commissions must approve by resolution the establishment of the Absentee Ballot Board
BACKGROUND/JUSTIFICATION: Minnesota Statutes 203b.121, Subd. 1 requires the establishment of an Absentee Ballot Board. Minnesota Statutes 204B.19 to 204B.22 requires approval by the Board of Commissions to establish the Absentee Ballot Board.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

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

RESOLUTION

ESTABLISHING AN ABSENTEE BALLOT BOARD

Motion by Commissioner_____ Seconded by Commissioner_____

WHEREAS, Swift County is required by Minnesota Statutes 203B.121, Subd. 1 to establish an Absentee Ballot Board effective September 16, 2014;

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting return absentee ballots in Swift County in perpetuity; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy county auditors trained in the processing and counting of absentee ballots;

THEREFORE, BE IT RESOLVED THAT, the Swift County Board of Commissioners hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy auditors to perform the task.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel Pogge-Weaver, County Administrator

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Klemm ___



Request for Board Action

BOARD MEETING DATE:
September 16, 2014

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving an agreement between Swift County and the Minnesota DNR for a trail along CR 51 between Marsh Lake and the City of Appleton	
AGENDA YOU ARE REQUESTING TIME ON: 11:30 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: The State has approved funding to construct a trail project starting in City of Appleton in Swift County. This will commit staff funds for the project and has the County constructing the trail connection.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING:	Local and State
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Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Approved to form	RECOMMENDATIONS: Approve
COMMENTS: None	COMMENTS: None

RESOLUTION

SWIFT COUNTY

WHEREAS, Swift County is interested in promoting outdoor recreational activities in the county, and

WHEREAS, the Minnesota Department of Natural Resources is interested in constructing a trail along Swift County Road 51 from the City of Appleton to Marsh Lake Dam, and

WHEREAS, the Minnesota Department of Natural Resources is interested in entering into an agreement (See Attachment A) with Swift County to construct the trail along County Road 51.

NOW THEN BE IT RESOLVED, that the County Board approves allowing the Chair and the Administrator to sign the agreement after the DNR has signed the agreement.

BE IT FURTHER RESOLVED, that the County Engineer is authorized to work with the DNR on behalf of the County.

SWIFT COUNTY BOARD OF COMMISSIONERS

Joe Fox, Chairman

ATTEST:

I, Michel Pogge-Weaver, Administrator in and for the County of Swift, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 16th day of September 2014.

Michel Pogge-Weaver, Swift County Administrator

**COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND SWIFT COUNTY
MINNESOTA RIVER STATE TRAIL – CR 51/240th AVENUE SW SEGMENT**

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the County of Swift, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duties, and responsibility under Minnesota Statutes Section 85.015, sub. 22, to establish, develop, maintain and operate the Minnesota River State Trail; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, the State and County have determined that the development of the approximately 3 mile long segment of the Minnesota River State Trail extending along Swift CR 51 and 240th Avenue SW, an Appleton Township Road, between T.H. 119 in Appleton and intersection of Appleton Township Road - 240th Avenue SW and 100th Street SW is of high priority, and is hereinafter referred to as the "Trail"; and

WHEREAS, the State has been provided funding by the 2008 Minnesota Legislature for the development of this segment of the Minnesota River State Trail; and

WHEREAS, the County owns or has easement over the land which comprise the segment of the proposed Trail located along CR 51 and described as: Sections 21, 22, T120N, R43W, Swift County, as further described in the Deed/Easement and on the map, which are attached and incorporated into this agreement as **Exhibit A**; and

WHEREAS, the State and Appleton Township have executed an Agreement for the use of lands to which the Township owns or has easement over for trail purposes, which is attached and incorporated into this agreement as **Exhibit B**; and

WHEREAS, the State shall develop the complete plans and specifications for the Trail, which shall meet the requirements of the ADA; and

WHEREAS, the County shall be permitted to review and approve the plans and specifications of the segment of the Trail located within County lands; and

WHEREAS, the County shall be acting as the lead agency in the construction of the Trail; and

WHEREAS, upon completion, the State shall have sole responsibility for the management and administration of the Trail; and

WHEREAS, a resolution or copy of the County Board/Council meeting minutes authorizing the entities to enter into this agreement is attached and incorporated into this agreement as **Exhibit C**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall complete and provide to the County all engineering, design and construction specifications necessary for the construction of the Trail.

- b. The State shall provide technical and funding assistance to the County for the construction of the Trail. Funding assistance shall be limited to project specific County expenses directly related to the oversight, inspection and administration of the construction of the Trail.
- c. The State shall obtain all federal and state permits necessary for the construction of the Trail.
- d. The State has the right to require the County to reject any and all bids for the construction of the Trail. The State will provide the County written notice of the rejection or requirement for rejection no later than 5 days following receipt of a copy of the project low bid and abstract of all bids received.
- e. All changes to the plans, specifications and/or special provisions for the Trail construction shall be subject to the approval of the State. State approval and comment shall be provided to the County by the State's designated Project Engineer; and
- f. The State shall permit the County to review and approve the preliminary and final plans for the Trail as prepared by the State. All plans for the Trail shall meet the requirements of the ADA.
- g. The plans for the Trail as developed by the State shall include the restoration of the County property affected by trail construction as per specifics approved by the County and the State.
- h. The State shall permit the County to review and approve any modifications/revisions to the Trail proposed by the State during the term of this Agreement.
- i. The State shall be permitted to review and approve all modifications to the Trail or the Trail corridor proposed by the County during the term of the Agreement.
- j. The State will provide and install the appropriate signage for the Minnesota Trail Segment, including a wood-routed sign/s, which indicates that the development was cooperatively provided by the County and the Department of Natural Resources. The State shall also provide all trail related informational signs as determined by Department of Natural Resources policy
- k. Upon completion, the State shall manage, operate, maintain and administer the Trail as the Minnesota River State Trail as established.
- l. The State and the County shall cooperatively develop a plan to maintain the Trail and keep it in good and sanitary order in accordance with the County's established practices and DNR standards for maintenance of trail facilities.
- m. The State reserves the right to inspect the Trail at any time to ensure that the County is in compliance with this Agreement.

II. COUNTY'S DUTIES AND RESPONSIBILITIES

- a. The County shall permit the construction of the Trail within the right-of-way of Swift County Road 51 as shown in Exhibit A.
- b. The County shall be permitted to review and approve the preliminary and final plans for the Trail as prepared by the State.
- c. The County shall perform all necessary bid advertisement, contract administration, staking, materials testing, record keeping and construction inspection, and shall administer the terms of the construction contract from contract award to certification of the final payment.
- d. All changes to the plans, specifications and/or special provisions to the Trail construction shall be subject to the

approval by State. State approval and comment will be provided to the County by the State's designated Project Engineer.

- e. The County has the right to reject any and all bids for the construction of the Trail. The County will provide the State written notice of the rejection or requirement for rejection no later than 30 days following the project bid opening.
- f. The County shall permit the State to review and approve all modifications to the Trail or Trail corridor proposed by the County during the term of the Agreement. State approval and comment will be provided by the State's designated Contact.
- g. The County and the State shall cooperatively develop a plan to maintain the Trail and keep it in good and sanitary order in accordance with the County's established practices and DNR standards for maintenance of trail facilities.
- h. The County may close the Trail for emergencies, or for other reasons, without prior written consent of the State. The County shall notify the State within 48 hours of closing the Trail for emergency reasons or if the Trail will remain closed longer than 24 hours.
- i. The County shall be permitted to review and approve all modifications to the Trail proposed by the State during the term of this Agreement.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (b) above, however, the total obligation of the State for the construction of the Trail under Article I (b) shall not exceed **\$1,350,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* September 15, 2014, **or the date the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**.
- b. *Expiration Date:* June 30, 2017, or when all obligations under Article II (b) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

Reimbursement of eligible costs will be due within thirty (30) days of the County's presentation of invoices for services performed and acceptance of such services by the State's designated contact. The County will not receive payment for work found by the State to be unsatisfactory or preformed in violation of federal, state or local law.

The State may also provide funding for its responsibilities under Article I (a)(c)(d)(e)(f)(g)(h)(i)(j)(k)(l)(m) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

V. TERM

- a. *Effective Date:* **September 15, 2014, or the date the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**. **The County shall not begin work**

under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.

- b. *Expiration Date: September 15, 2044*, for a period of thirty (30) years except as otherwise provided herein or agreed to in writing by both parties. This agreement shall renew at the end of the term for an additional five (5) year period unless a party gives three (3) months written notice to the other party to terminate the agreement. This agreement shall continue to automatically renew at the end of each five (5) year period unless the required notice is given.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of

Natural

Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this Agreement.

VII. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the County. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this Agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the County shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the County notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may be cancelled by the County at any time with or without cause at any time prior to the awarding of the construction contract for the Trail as upon thirty (30) days written notice to the State. The State will not be obligated to pay for services provided after the receipt of the County's written notice and the effective date of cancellation.

IX. GOVERNMENT DATA PRACTICES

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

X. PUBLICITY AND ENDORSEMENT

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

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same

parties who executed and approved the original Agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State
Minnesota Department of Natural Resources
Parks and Trails Division Area (4A) Supervisor
164 Co. Rd. 8 NE
Spicer, MN 56288

The County
Swift County
County Administrator
301 14th Street N
Benson, MN 562

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

DEPARTMENT OF NATURAL RESOURCES

COUNTY OF SWIFT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

COUNTY OF SWIFT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Effective Date)

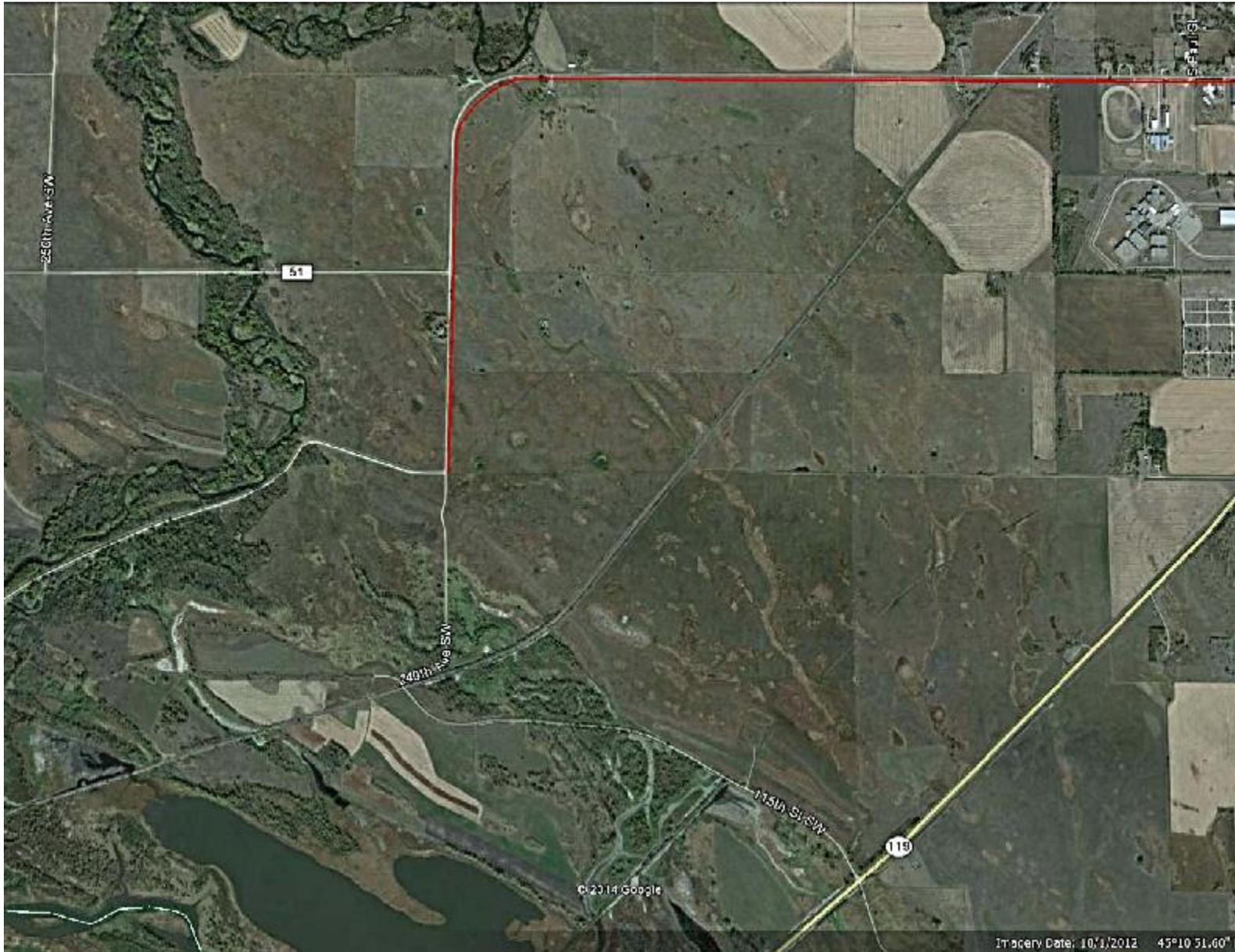
STATE ENCUMBERANCE VERIFICATION
Individual certifies that funds have been encumbered as req.
by Minn. Stat. 16A.15 and 16C.05.

Signed: _____

Date: _____

Contract: _____

Exhibit A



Minnesota River ST - Swift County
CSAH 51 Segment
MNDNR Parks and Trails 8 13 14



Request for Board Action

BOARD MEETING DATE:
September 16, 2014

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider renewing the lease for the Hippe Property	
AGENDA YOU ARE REQUESTING TIME ON: 11:30 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: The Hippe property (Southeast Quarter of Section 16 of Swenoda Township) on CSAH 6 is used for a county stockpile site. The lease calls for the County to pay an annual rent of \$1,500.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING:	Local and State
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Review/Recommendation

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

REAL ESTATE LEASE AGREEMENT

In this Lease Agreement:

“Lessee” refers to: **Swift County Highway Department**, 1635 Hoban Ave., P.O. Box 241, Benson, MN 56215; and the **County of Swift**, a political subdivision of the State of Minnesota, as joint tenants.

“Lessor” refers to: **Stanley Hippe – Trustee of Stanley Hippe Trust**, 3113 Spruce Leigh Lane, Sioux Falls, SD 57105.

I. **Property Rented.** Lessee agrees to lease from Lessor, and Lessor agrees to lease to Lessee, upon the terms and conditions hereof, certain real estate situated in Swenoda Township, Swift County, Minnesota, legally described as follows:

All that part of the Southeast Quarter (SE1/4) of Section 16, Township 120N, Range 40W, described as follows: Commencing at the point where the East line of said Section 16 intersects with the Northerly right-of-way line of CSAH #6, as said road currently is situated; thence North along said East line of Section 16 a distance of three hundred ten feet (310.0’); thence West at right angles a distance of three hundred twenty feet (320.0’); thence South at right angles and parallel to said East line of Section 16 to a point on the Northerly right-of-way line of CSAH #6; thence Easterly along said Northerly right-of-way line to point of beginning. This area is about 2 acres +/-.

(“Premises”)

II. **Term of Lease/Rent.** This lease shall commence on January 1, 2015, and shall continue through December 31, 2016.

Lessee shall have the right to enter onto the premises prior to commencement date, in order to perform permitted improvements thereon, so long as Lessee does not interfere with farming activities of Tom Jerve, whom Lessee understands is renting tillable land that is adjacent to and abutting the land being leased to Lessee hereunder. Lessee shall be responsible to communicate with Tom Jerve and ensure that Lessee’s activities prior to the commencement of the lease do not interfere with the farming activities of Tom Jerve.

As for rent, Lessee shall pay to Lessor the sum of One Thousand Five Hundred and No/100 Dollars (\$1,500) upon execution hereof, and Lessor hereby requests full receipt of said amount, payable after January 1, 2015.

III. **Provision for Automatic Renewal/Rent.** The parties agree that this lease shall renew automatically for an additional two (2) year term, on the same terms and conditions as herein stated, unless “written notice of intent to terminate the lease on December 31, 2016”

has been given by one party to the other, which written notice must be mailed and received by the other party on or before September 30, 2016. In the event of automatic renewal, Lessee shall be obligated to lessor for full payment of One Thousand Five Hundred and No/100 Dollars (\$1,500), and as for rent in the new term, payment of which shall be due on or before December 31, 2016.

IV. Rights of Possession. Upon payment of the rent and fulfillment of its other promises to Lessor hereunder, Lessee may peaceably use and enjoy the Premises for its business purposes, including the stockpiling of gravel, for the full term of this lease. Unless this lease is renewed, Lessee agrees to quietly leave the Premises and return possession to Lessor at the end of the term.

V. Permitted Improvements. Subject to the rights of Tom Jerve as stated above, Lessee shall be permitted to remove the cement foundation of the barn, remove and dispose of other improvements, remove and dispose of trees, re-grade the premises, create accesses, and to do all such things as may be necessary to Lessee's business purposes thereon.

VI. "As Is, Where Is" Condition Accepted. Lessee hereby states that it has had the opportunity to inspect the Premises, and it accepts the Premises under this lease on an "as is, where is" bases, without representations or warranties of Lessor of any kind or nature whatsoever.

VII. Liability and Insurance. Lessee hereby represents and warrants that it will insure its business activities on the Premises in an amount reasonably appropriate to such activities, and Lessee further agrees to indemnify and hold Lessor harmless from any and all claims arising out of or relating to Lessee's activities thereon, provided, however, that Lessee shall have the right to seek the contribution of any insurance carrier legally obligated to Lessor on such claims, so long as such contribution is sought at no expense to Lessor.

Neither party hereto shall have any obligation to insure the Premises themselves.

IX. Miscellaneous. The parties further understand and agree to the following terms and conditions:

- A. The parties understand and agree that this lease may be recorded in the Swift County Recorder's Office, at the Lessee's expense.
- B. Lessee may not assign or sublet this lease without the prior written consent of Lessor.
- C. All the agreements made in this lease shall apply to and bind the parties' heirs, executors, administrators and assigns. "Heirs, executors, administrators and assigns" includes anyone who inherits, receives or represents the interest of another person, and who is looked at as having some or all of the same interests, rights and obligations of that other person.

LESSEE:

COUNTY OF SWIFT

By: _____
Chairman, Swift County Board of Commissioners

By: _____
Michel Pogge-Weaver, Swift County Administrator

STATE OF MINNESOTA)
COUNTY OF SWIFT)

The foregoing instrument was acknowledged this ____ day of _____, 20__, before me, a Notary Public, Chairman of the Board of Commissioners and Michel Pogge-Weaver, Administrator for the County of Swift, a political subdivision of the State of Minnesota, on behalf of the County.

Notary Public

LESSOR:

By: _____
Stanley Hippe, Trustee of
Stanley Hippe Trust

STATE OF SOUTH DAKOTA)
COUNTY OF _____)

The foregoing instrument was acknowledged this ____ day of _____, 20__, before me, a Notary Public, by Stanley Hippe – Trustee of Stanley Hippe Trust, property owner.

Notary Public



Request for Board Action

BOARD MEETING DATE:
September 16, 2014

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving bids for the annual maintenance striping	
AGENDA YOU ARE REQUESTING TIME ON: 11:30 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The County requests quotes from striping contractors to stripe a portion of the county's paved roads annually. The bids were as follows:	
AAA Striping Service, St. Michaels	\$29,766.64
Traffic Marking Service, Inc., Maple Lake	\$29,982.03
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Click here to enter text.	

Budget Information

FUNDING:	State Aid
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Review/Recommendation

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

2014 PROPOSAL FOR YEARLY STRIPING QUOTES
 SWIFT COUNTY HIGHWAY DEPARTMENT
 BENSON, MINNESOTA

The Swift County Highway Department will be receiving quotes until 3:00 P.M. on Wednesday September 10th, 2014, for their annual road maintenance striping. Swift County will be striping approximately 57 miles of road throughout the county.

The approximate total quantities are: 494,619' of solid line white, 98,887' of broken line yellow, and 128,460' of solid line yellow striping. 296' of 24" stop line white will also be included at various stop sign locations. Striping will include 4" white shoulder striping on both sides and 4" yellow centerline (10' stripes and 40' spaces). Quantities are subject to revision as directed by the Engineer.

The paint to be used shall be yellow and white reflectorized latex paint, with a minimum of 4.0 lbs. of glass beads. All materials and applications shall conform to MnDOT specifications. The contractor will be responsible for traffic control to eliminate tracking. All striping must be completed by October 15th, 2014.

SPEC NO.	ITEM DESCRIPTION	UNIT	APPROXIMATE QUANTIES	UNIT PRICE	TOTAL AMOUNT
2582.502	4" Solid Line White - Paint	LF	494,619	\$ 0.040	\$19,784.76
2582.502	4" Solid Line Yellow - Paint	LF	128,460	0.040	5,138.40
2582.502	4" Broken Line Yellow - Paint	LF	98,887	0.040	3,955.48
2582.502	24" Stop Line White - Paint	LF	296	3.00	888.00
GRAND TOTAL					\$29,766.64

Quotes will be accepted by:

MAIL: Swift Co Hwy Dept, PO Box 241, Benson, MN 56215
 FAX: 320-843-3543
 EMAIL: paul.petrick@co.swift.mn.us

If you have any questions please call Swift County Highway Department at 320-842-5251.

COMPANY: AAA STRIPING SERVICE CO.
 ADDRESS: 12220 43rd Street NE - St Michael, MN 55376
 PHONE/FAX: 763-428-4322/763-528-8557
 EMAIL CONTACT: info@aaastriping.com

2014 PROPOSAL FOR YEARLY STRIPING QUOTES SWIFT COUNTY HIGHWAY DEPARTMENT BENSON, MINNESOTA

The Swift County Highway Department will be receiving quotes until 3:00 P.M. on Wednesday September 10th, 2014, for their annual road maintenance striping. Swift County will be striping approximately 57 miles of road throughout the county.

The approximate total quantities are: 494,619' of solid line white, 98,887' of broken line yellow, and 128,460' of solid line yellow striping. 296' of 24" stop line white will also be included at various stop sign locations. Striping will include 4" white shoulder striping on both sides and 4" yellow centerline (10' stripes and 40' spaces). Quantities are subject to revision as directed by the Engineer.

The paint to be used shall be yellow and white reflectorized latex paint, with a minimum of 4.0 lbs. of glass beads. All materials and applications shall conform to MnDOT specifications. The contractor will be responsible for traffic control to eliminate tracking. All striping must be completed by October 15th, 2014.

SPEC NO.	ITEM DESCRIPTION	UNIT	APPROXIMATE QUANTITIES	UNIT PRICE	TOTAL AMOUNT
2582.502	4" Solid Line White - Paint	LF	494,619	0.0387	19,141.75
2582.502	4" Solid Line Yellow - Paint	LF	128,460	.04	5,138.40
2582.502	4" Broken Line Yellow - Paint	LF	98,887	.04	3,953.48
2582.502	24" Stop Line White - Paint	LF	296	5.90	1,746.40
GRAND TOTAL					29,982.03

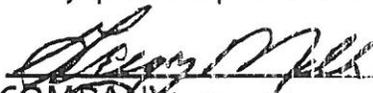
Quotes will be accepted by:

MAIL: Swift Co Hwy Dept, PO Box 241, Benson, MN 56215

FAX: 320-843-3543

EMAIL: paul.parrick@co.swift.mn.us

If you have any questions please call Swift County Highway Department at 320-842-5251.

 Gregory Mills, Pres. 8-9-14
 COMPANY: Traffic Marking Service, Inc date
 ADDRESS: 621 Division Street East, Maple Lake, MN 55358
 PHONE/FAX: PH: 320-963-1484 Fax: 320-963-0266
 EMAIL CONTACT: trafficmarking@btinternet.com



Request for Board Action

BOARD MEETING DATE:
September 16, 2014

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of Conditional Use Permit #4512 to Gerald Ostebauer (Owner)/AT&T Mobility (Lessee) for Tower Upgrade	
AGENDA YOU ARE REQUESTING TIME ON: 11:35 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Install six new antennas adjacent to the existing antenna & mounted at the same elevation on the new platform. Installing 12 new remote radio units mounted behind the new antennas. Install four new power cables & one fiber cable in the existing cable bridge. Required Conditional Use Permit per subsection 3.3 Code of Ordinances, Agricultural District I. Allowable use with Conditional Use Permit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING:

Review/Recommendation

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

Board Action

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

Special Conditions
Gerald Osterbauer and AT&T
#4512

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. All complaints, problems or concerns regarding public health, safety and welfare must be addressed by applicant's personnel 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 amendment shall be for the plans submitted with the initial plan only.
4. All plans regarding approaches, access roads, as well as traffic control must be submitted to the township chairman and the Swift County Highway Engineer. Road setbacks and maintenance plans must also be submitted to the Swift County Highway Engineer.
5. Roads that are damaged due to the activities of the proposed project will be repaired by the lessee of this conditional use permit.
6. This Conditional Use Permit Amendment #4512 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.

SCOPE OF WORK

AT&T Mobility: MPLSMNU5241
Address: 450 10th Street Southeast, Benson, MN 56215

Ground Work:

Install new equipment in FIF rack
Install Argus shelf existing power distribution unit

Tower work:

Installing six new antennas (two per sector) adjacent to the existing antenna and mounted at the same elevation on the new platform. The new platform is to be installed at the same location on the tower as the current platform.

Installing twelve new Remote Radio Units (four per sector) mounted behind the new antennas.

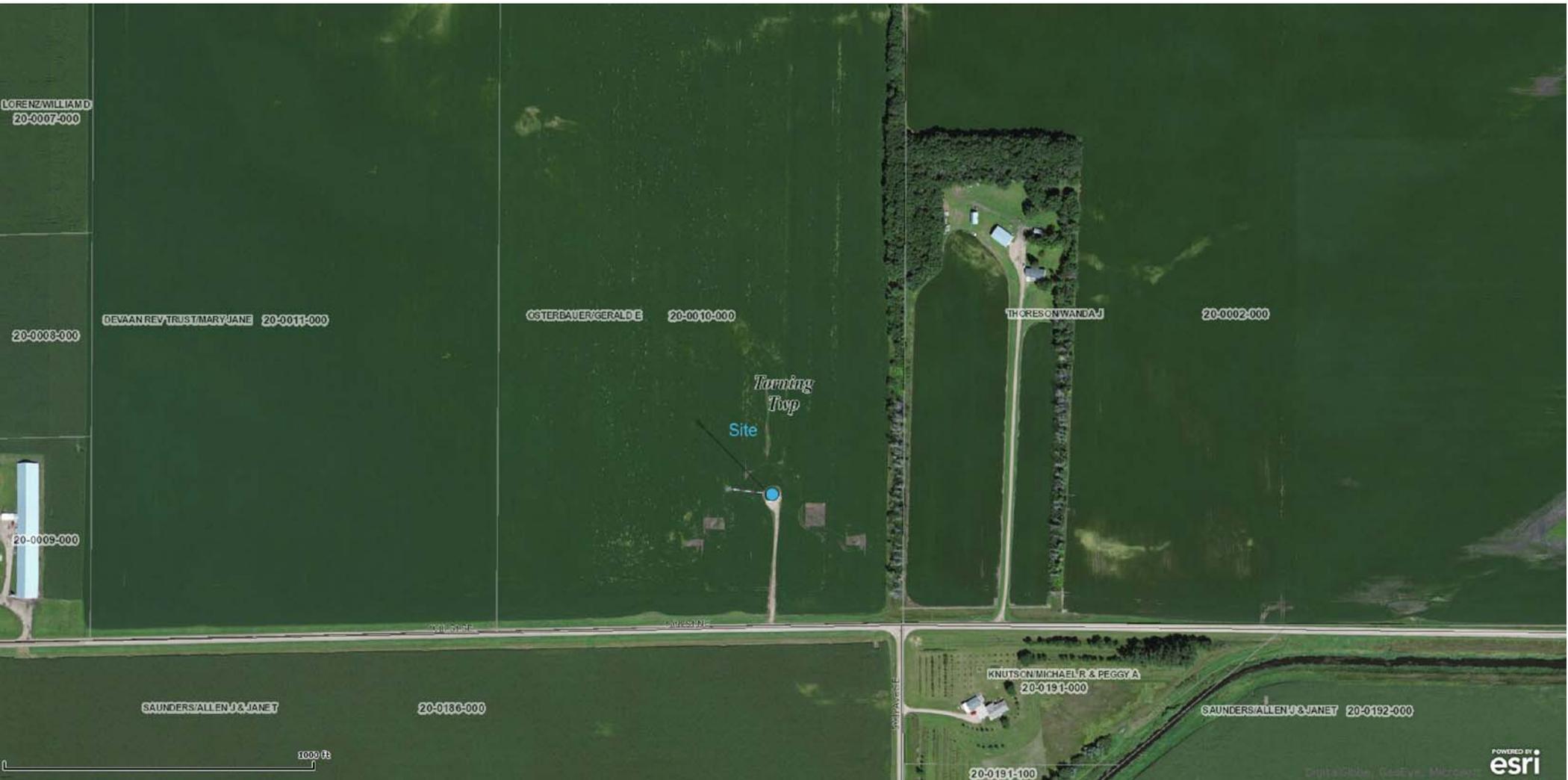
Install four new power cables (7/8" diameter) and one new fiber cable (3/8" diameter) in the existing cable bridge.

Duration:

Construction will be completed in two weeks.

NO MODIFICATIONS WILL BE MADE TO THE TOWER AND THERE ARE NO CHANGES BEING MADE TO THE EXISTING FENCED COMPOUND.

AT&T Tower



Thu Sep 11 2014 08:06:21 PM.



Request for Board Action

BOARD MEETING DATE:
September 16, 2013

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Receive and review proposed 2015 ditch assessments	
AGENDA YOU ARE REQUESTING TIME ON: 11:40 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Attached are the proposed 2015 ditch assessments. They will be reviewed with the board at your September 16 th meeting. Formal action of the proposed assessments will occur on October 7, 2014	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

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

	Proposed 2015 Levy
REP IMP "C" JT COUNTY DITCH #3 C & S	10,000.00
REP JT CO DITCH #2 S & S	40,000.00
REP JT COUNTY DITCH #4 S & P	25,000.00
REP JT COUNTY DITCH #18 SCK	50,000.00
REP JT COUNTY DITCH #19	30,000.00
REPAIR JUDICIAL DITCH #7	5,000.00
REP JT COUNTY DITCH #8 C & S	5,000.00
REP JT COUNTY DITCH #6 C & S	5,000.00
REPAIR LAT "C" JUD DITCH #19	5,000.00
REPAIR JUDICIAL DITCH #2	2,000.00
REPAIR LAT "A" JUD DITCH #18	5,000.00
REPAIR JUDICIAL DITCH #5	25,000.00
REPAIR JUDICIAL DITCH #15	1,500.00
REPAIR JUDICIAL DITCH #8	150,000.00
REPAIR COUNTY DITCH #83	5,000.00
REPAIR JUDICIAL DITCH #21	5,000.00
LATERAL "A" CO DITCH #62	15,000.00
REPAIR COUNTY DITCH #1	10,000.00
REPAIR COUNTY DITCH #23	5,000.00
REPAIR COUNTY DITCH #61	5,000.00
REPAIR COUNTY DITCH #13	15,000.00
REPAIR COUNTY DITCH #55	5,000.00
REPAIR LAT "D" JUD DITCH #18	5,000.00
	428,500.00



Request for Board Action

BOARD MEETING DATE:
September 16, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Kim Saterbak	REQUESTOR PHONE: 320-843-6108
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider accepting Mary Evans Brei bid for tax-forfeited property in Appleton (Parcel #22-0078-000).	
AGENDA YOU ARE REQUESTING TIME ON: 11:40 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Tax-Forfeited Property bids must be approved by the Board of Commissioners
BACKGROUND/JUSTIFICATION: Parcel #22-0078-000 was tax-forfeited to the State of Minnesota for lack of property tax payment on 7/19/10. Mary Evans Brei has offered at bid of \$176.00. Her bid is included. The Estimated Market Value on this lot is \$1,200 and has been the same amount for more than 15 years. The net tax for this property has remained between \$36 to \$48 for the last 10 years, when it was not in tax forfeiture. This property was owned by Steve Ogelsby until 2002, when it was forfeited to the State of Minnesota. Shiva Maharaj bought it at auction in 2004, then to have it go into forfeiture July 2010, where it has remained.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

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

PURCHASE OF NON RESIDENTIAL VACANT LAND 09/05/2014

Mary Evans Brei is offering \$ 176.00 (cash at closing) for Parcel 22-0078-000. Described as Robinson's 2nd Addition N 25FT OF S 53 FT OF LOTS 13 & 14 & W 20 FT OF N 25FT OF S 53FT OF LOT 15 BLK 12

Street address is: 124 N. Miles St., Appleton, MN 56208.

Seller will provide buyer with a Warranty Deed at closing.

There is no personal property. No Real Estate tax is due in 2014. Seller shall pay on the date of closing any deferred real estate taxes or special assessments, payments of which is required as a result of the closing of this sale.

Seller shall provide for payment of any pending special assessments, as of the date of this purchase agreement.

Seller represents that seller has not received a notice regarding any new improvement projects from any assessing authority.

Seller shall deliver possession of the property on the date of closing.

Property is approximately 25 x 70 ft and is located in the business district.

Seller is not aware of hazardous substances. Property is NOT in a designated flood plain. There is no structure on said property. There could be water and sewer connections underground. Seller does NOT know of any underground tanks or well on property.

Ms Brei plans to clean up the property and turn it into a pocket park making it available to the citizens of Appleton and to organizations, for various activities at no cost to anyone. Upkeep of the park will be at Ms. Brei's expense. Ms. Brei has found an insurance company that will cover liability on said property.

Mr. Fiddler, Appleton Village Clerk, has been advised of Ms. Brei's plans for the park. He has also e-mailed you stating there will be NO NEW assessments.

Page 2

Seller agrees to accept this purchase agreement and has reviewed the content.

Buyer agrees to purchase for the above price and terms and conditions set forth above.

Sellers Signature (date)

Buyers Signature (date)

Sellers printed name

Mary Evans Brei
Buyers printed name

Mary Evans Brei

Sellers Signature (date)

Sellers printed name

Meb/pjr

9/09/14

-PARCEL INQUIRY-
FOR TAX YEAR '2014'

INQ010 11/24/09

TAXP # 9745
STATE OF MN--TAX FORFEITURE
00000

PARCEL # 22-0078-000

MP# 01-0157-000

TWP/CITY	SCHOOL	WATR	FIRE	DEBT	AGRI
22	2853				

DESCRIPTION

ROBINSON'S 2ND ADDITION
N 25 FT OF S 53 FT OF LOTS 13 & 14 & W 20
FT OF N 25 FT OF S 53 FT OF LOT 15 BLK 12

PROPERTY ADDRESS
124 NORTH MILES

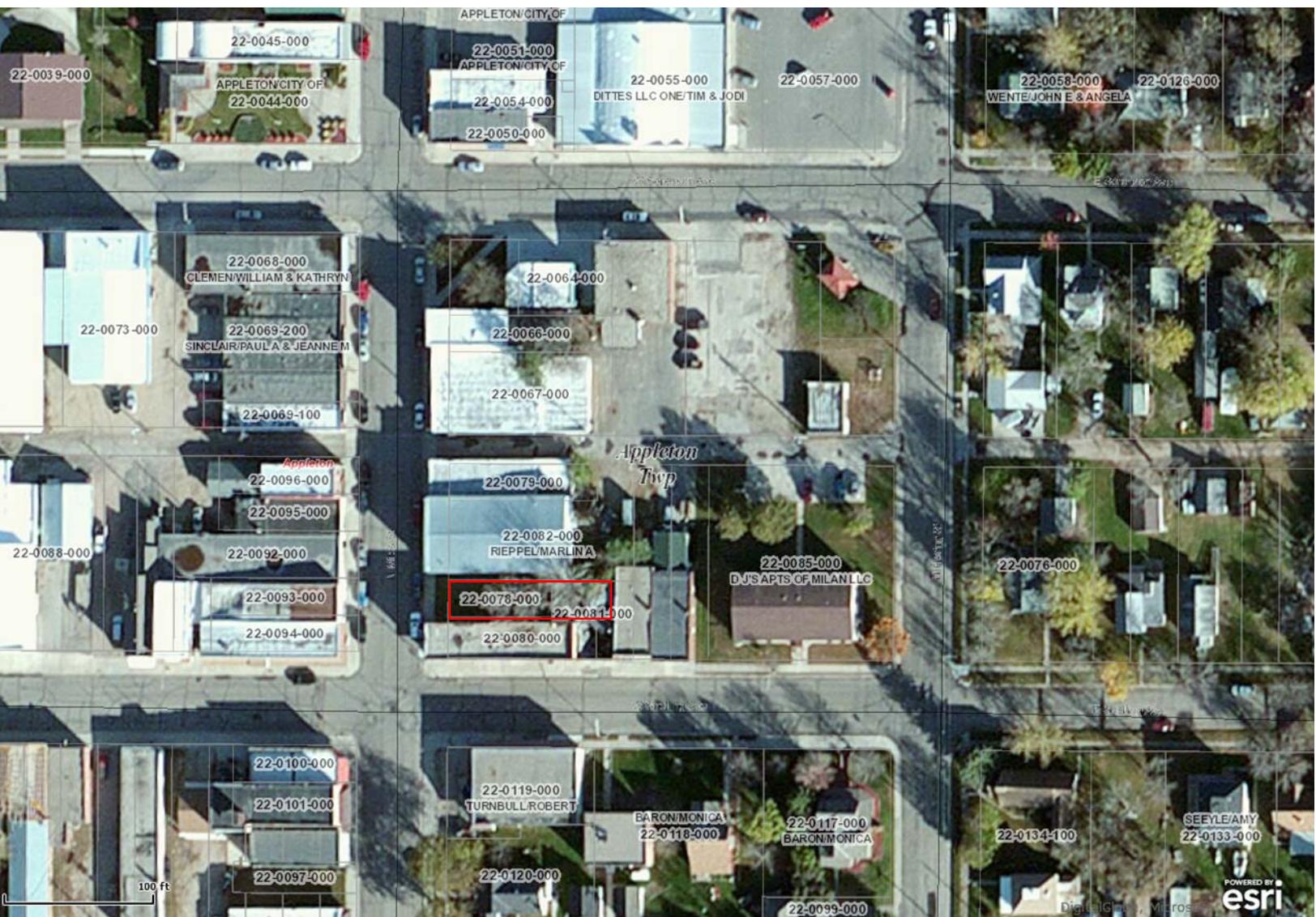
56208

ENTER PARCEL#/YEAR 22 - / 2014
F1-RETURN F2-INQ F3-EOJ F6-NEXT PRCL

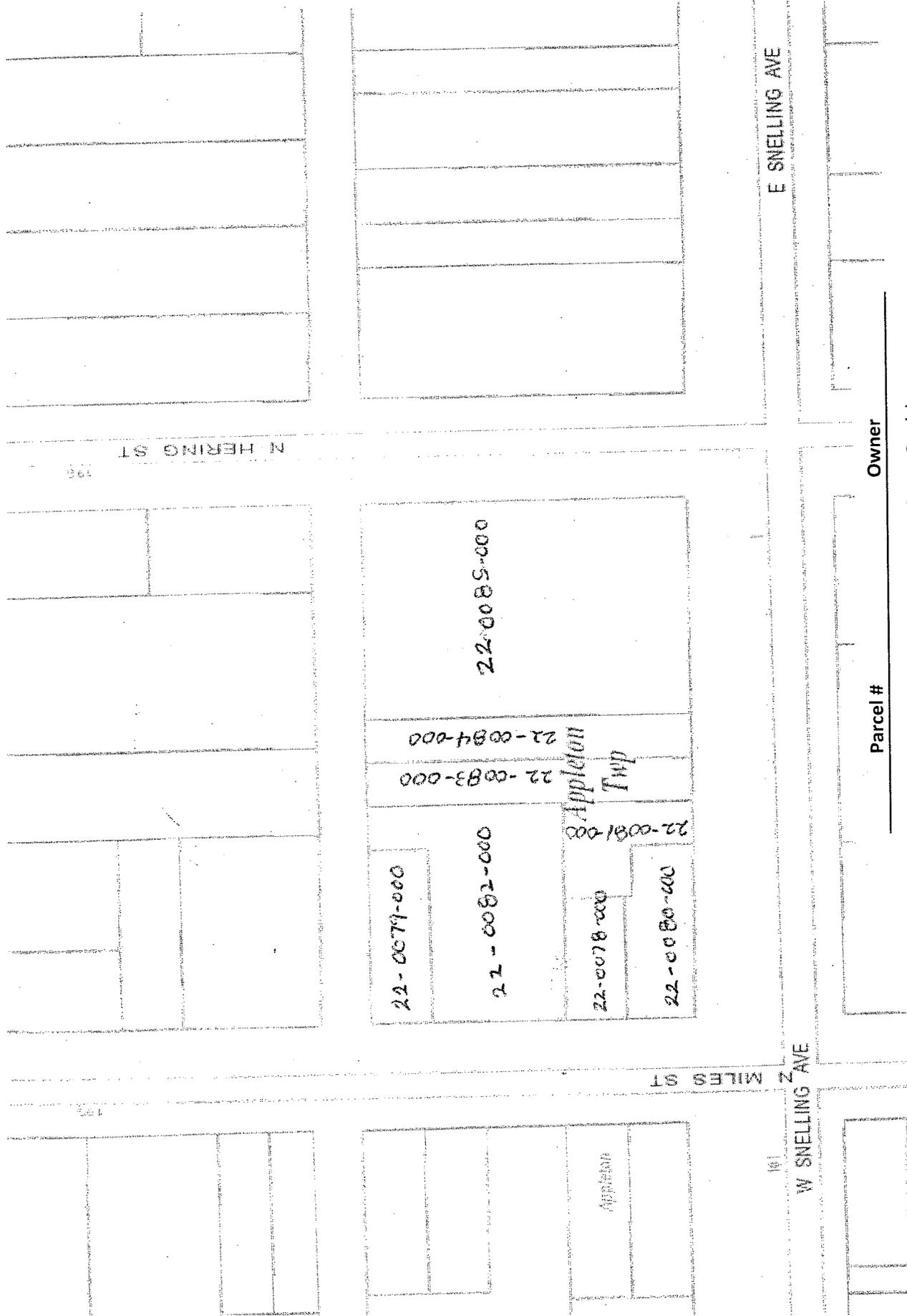
F12-PRV SCRN F18-PRV PRCL

Parcel #22-0078-000

Tax Forfeiture Parcel



Thu Sep 11 2014 11:54:28 AM.



Owner

Parcel #

22-0080-000	Steve Ogelsby
22-0081-000	Steve Ogelsby
22-0082-000	Marlin Rieppel
22-0083-000	Tax Forfeiture
22-0084-000	Jason Holland

9/9/2014

Kim Saterbak

From: Roman <roman_56255@hotmail.com>
Sent: Friday, August 29, 2014 2:08 PM
To: Marlin Rieppel; Kim Saterbak
Subject: RE: No Special Assessments on PC # 22-0078-000, 124 N. Miles St., Appleton, MN 56208

There will be no assessments put against the vacant lot at 124 n. Miles St. for 2014.

Roman A. Fidler, Clerk/Treasurer

COMPANY CONFIDENTIAL: This e-mail, and any attachments, contains information that is, or may be, converted by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.

WARNING: Computer viruses can be transmitted via email. The recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

From: PhyllisRieppel@edinarealty.com
To: roman_56255@hotmail.com; kim.saterbak@co.swift.mn.us
Subject: No Special Assessments on PC # 22-0078-000, 124 N. Miles St., Appleton, MN 56208
Date: Thu, 28 Aug 2014 21:21:39 +0000

According to our conversation the first part of this week, you stated there are no special assessments on the vacant lot PC # 22-0078-000, 124 North Miles Street, Appleton, MN 56208.

Should this property be purchase, there will be no additional assessments in the Appleton City plans.

According to the Swift Co. Auditor's Office, The County Commissioners need a return e-mail stating the fact that there are no special assessments, if there are any, they will be waived.

Please respond, right away, to both of us, by e-mail stating that there are no special assessments, if any are found they will be waived, If this property is purchased.

Thank you for your prompt response.



Request for Board Action

BOARD MEETING DATE:
September 3, 2013

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Review the 2015 Budget and Levy for Swift County and consider the following actions: <ol style="list-style-type: none"> 1. Consider approving a resolution on the 2015 preliminary Budget and Levy for Swift County 2. Consider approving a resolution setting the 2015 Truth in Taxation meeting for Dec 2, 2014 at 6:00 PM 	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: The County Board is required to approve preliminary levies and budgets prior to September 30. They are also required to set the TNT meeting by September 30.
BACKGROUND/JUSTIFICATION: Attached are resolutions setting preliminary 2015 budget and levy along with the 2015 TNT public hearing for December 2, 2014 at 6:00 PM. Based on the discussion that occurred at the September 2 nd meeting, I am proposing a number of revisions to the preliminary budget. Attached is a summary of the changes. A total of \$145,292 in reductions (or revenues) was made to the overall budget. The budget presented on September 2 included a planned deficit in general revenue fund of \$56,185. Due to some of the proposed reductions, I propose that we cover this deficit and plan for a balanced budget in the general revenue fund for 2015. The end result is a reduction of only \$89,107 which will reduce the net levy increase presented on September 2 nd by 1% to 5.99%. The 2015 Gross Levy is proposed at \$9,590,848. The 2014 Gross Levy was \$9,060,234. Approving the preliminary budget and levy will set the maximum levy for 2015. The board may still adjust the levy to a lower sum when the final budget is adopted in December. The board needs to take two actions on September 16th. First approve a resolution setting the 2015 budget and levy and second approve a resolution setting the 2015 TNT public hearing.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: These actions set the 2015 preliminary budget and levy for the County.
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Review/Recommendation

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

2015 Preliminary Budget
Change between the September 2nd Draft and the September 16th Draft

Account Number	Description	Sept 2 Preliminary Budget	Sept 16 Preliminary Budget	Change	Notes
<u>Commissioners</u>					
01-005-000-0000-6232	Printing And Publishing	14,500	9,000	(5,500)	Reduced based on past use
01-005-000-0000-6245	Dues Subscriptions And Books	7,500	8,500	1,000	Increased Based on AMC dues change
01-005-000-0000-6282	Miscellaneous Professional Services	0	1,000	1,000	Increased based on past use
01-005-000-0000-6338	Travel And Expense	9,000	8,000	(1,000)	Reduced based on past use
01-005-000-0000-6365	Schooling And Training	2,800	2,500	(300)	Reduced based on past use
<u>Assessor</u>					
01-042-000-0000-5501	Charges For Services	0	(38,700)	(38,700)	Added Revenue inadvertently deleted
<u>Data Processing</u>					
01-060-000-0000-6603	Furniture & Equipment Purchase	0	15,000	15,000	Add Internet Connection to Enviro Services
<u>County Attorney</u>					
01-090-000-0000-6110	Regular Salaries And Wages	262,700	256,000	(6,700)	Cut 0.1 FTE County Attorney
01-090-000-0000-6161	Employer Pera	19,700	19,200	(500)	Cut 0.1 FTE County Attorney
01-090-000-0000-6171	Employer Fica	16,290	15,970	(320)	Cut 0.1 FTE County Attorney
01-090-000-0000-6172	Employer Medicare	3,810	3,720	(90)	Cut 0.1 FTE County Attorney
<u>Sheriff</u>					
01-200-000-0000-6161	Employer Pera	91,880	89,000	(2,880)	Reduced based on past use
01-200-000-0000-6804	Drug Task Force	51,375	43,912	(7,463)	Reduced to actual 2015 rate
<u>Emergency Management</u>					
01-280-000-0000-6603	Furniture & Equipment Purchase	15,000	0	(15,000)	Removed trailer purchase
<u>Parks and Drainage</u>					
01-520-000-0000-5528	Swift Falls Park	(9,000)	(10,500)	(1,500)	Increased based on 2014 rate change
<u>Extension</u>					
01-600-000-0000-6603	Furniture & Equipment Purchase	11,000	1,000	(10,000)	Removed copier purchase

2015 Preliminary Budget
Change between the September 2nd Draft and the September 16th Draft

Account Number	Description	Sept 2 Preliminary Budget	Sept 16 Preliminary Budget	Change	Notes
Grants and Appropriations					
01-703-000-0000-6920	Appropriation: General	50,000	10,000	(40,000)	Reduced based on past use
01-703-000-0000-6923	Appropriation: Swcd	55,000	50,000	(5,000)	Reduced to 2014 amount
01-703-000-0000-6926	Appropriation: Pioneer Library	122,812	120,473	(2,339)	Reduced to 3% increase - No computer appropriation
01-703-000-0000-6934	Appropriation: Board Discretionary	75,000	50,000	(25,000)	Cut Planning Grants
	Total Proposed Reductions			(145,292)	
	Previous General Revenue Deficit			56,185	
	Net Change			(89,107)	

Levy Reduction

General Revenue

01-003-000-0000-5001	Current Tax	5,382,053	5,292,946	(89,107)	Reduce General Revenue Levy Amount
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Proposed Levy

	Sept 2 Preliminary Budget	Sept 16 Preliminary Budget	
2015 Gross Levy	9,684,955	9,590,848	
2014 Gross Levy	9,060,234	9,060,234	
2015 Gross Levy Total Increase	624,721	530,614	
2015 Gross Levy Percentage Increase	6.90%	5.86%	1.04%
2015 Net Levy	9,521,072	9,431,965	
2014 Net Levy	8,898,984	8,898,984	
2015 Net Levy Total Increase	622,088	532,981	
2015 Net Levy Percentage Increase	6.99%	5.99%	1.00%

**RESOLUTION
ADOPTING PRELIMINARY SWIFT COUNTY
2015 BUDGET & LEVY**

Motion by Commissioner _____

Seconded by Commissioner _____

WHEREAS, pursuant to Minnesota Statute 275.065, subdivision 1, the County's 2015 Preliminary Budget and Levy must be adopted by September 30, 2014; and

WHEREAS, the county Board recognizes that its levy may be adjusted to a lower sum at the time of final adoption in December, 2014.

THEREFORE BE IT RESOLVED that the Swift County Board of Commissioners hereby adopts its 2015 preliminary budget, dated September 11, 2014 and attached hereto as Appendix A.

BE IT FURTHER RESOLVED that the preliminary levy payable in 2015 be set as follows:

Gross Levy	\$	9,590,848
CPA	\$	196,020
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Operating Levy	\$	9,394,828
Special Levies	\$	37,137
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Total Final Net Levy	\$	9,431,965

Adopted on a _____ vote by the Swift County Board of County Commissioners the 16th day of September 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel Pogge-Weaver, County Administrator

Fox —
Peterson —

Hendrickx —
Rudningen —

Klemm —

RESOLUTION
SETTING PAYABLE 2014 TRUTH-IN-TAXATION HEARING

Motion by Commissioner _____

Seconded by Commissioner _____

WHEREAS, pursuant to Minnesota Statute, the County is required to set and hold a Truth-in-Taxation public hearing.

THEREFORE BE IT RESOLVED that the Swift County Board of Commissioners hereby moves the December 2, 2014 regular 9:00 AM Swift County Board of Commissioner meeting to 4:00 PM; and

BE IT FURTHER RESOLVED that the Swift County, Minnesota, Payable 2014 Truth-in-Taxation hearing shall be at 6:00 PM on Tuesday, December 2, 2013.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 16th day of September 2014.

Swift County Board of Commissioners

Joe Fox, Chairman

ATTEST:

Michel Pogge-Weaver, County Administrator

Fox ___
Peterson ___

Hendrickx ___
Rudningen ___

Klemm ___