



Notice & Agenda

Swift County Board of Commissioners

Tuesday, September 4, 2018

9:00 AM

LEC Meeting Room – 301 14th St N, Benson, MN

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting. Times are only estimates and items may be taken out of order.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:03 a.m.		Consent Agenda
	1-3	(1) Minutes from the August 21, 2018 Regular Meeting
	4-15	(2) Consider approval of a contract with Houston Engineer for DrainageDB
	16-25	(3) Consider approving and signing the audit Representation letter
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Commissioner and Board reports
9:25 a.m.		Citizens Comments
9:30 a.m.		Michael Johnson, Parks, Drainage & Wetlands
9:30 a.m.	26	Public hearing for Imp to JD #8 petition to outlet un-assessed lands
10:00 a.m.	27	Public hearing for Imp to JD #8 petition to partially abandon Br. #2
10:30 a.m.	28	Public hearing for JD #5 petition to outlet lands
11:00 a.m.	29-45	Kim Saterbak, Auditor Consider accepting proposal of Appleton Demolition RFPs
11:10 a.m.		Kelsey Baker, Administrator County Administrator Report 2019 Preliminary County Budget Presentation
11:45 a.m.		Other Business
11:50 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

Aug 21, 2018

Chairman Rudningen called the meeting to order at 9:03 AM with all members present. Also present: County Attorney Danielle Olson, County Administrator Kelsey Baker, Auditor Kim Saterbak, Human Services Director Catie Lee, Environmental Services Director Scott Collins, Terri Orr and several others from the general public.

Chairman Rudningen asked if there were any changes or additions to the agenda. Chair Rudningen had one addition, Parks, Drainage & Wetlands Supervisor Mike Johnson to update Board on LAT E JD #19. No other changes or additions were requested.

07-21-18-01 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to approve the agenda as amended. Motion carried unanimously.

07-21-18-02 Commissioner Fox moved and Commissioner Hendrickx seconded to approve the Consent Agenda items: (1) Approval of Minutes from the August 7, 2018 Regular Meeting, (2) Approval of moving two positions to 40 hours/week for Human Services Case Aide and Restorative Practice positions, (3) Approval of Payment to City of Montevideo for Regional Veterans Home, (4) Approval of Safe Assurance Contract/Agreement October 1, 2018 to September 30, 2019, (5) Approval of Swift County RLF loan request of \$70,000 from Appleton Power Equipment LLC., (6) Approval of one daycare loan and one daycare grant. Brief discussion was held. Motion carried unanimously.

07-21-18-03 Commissioner Hendrickx moved and Commissioner Fox seconded to approve the Commissioner warrants as follows: County General Revenue, \$283,484.10; Solid Waste Fund, \$38,305.71; Road and Bridge, \$39,409.83; Human Services, \$296.70; Capital Projects Fund, \$600.00; County Ditches Fund, \$8,205.22; County health insurance, \$94.99; State Fund Agency, \$10.50; which includes the following bills over \$2,000: Albany Recycling Center, \$2,390.93; Ascheman Oil, \$22,230.23; CliftonLarsonAllen LLP, \$5,000.00; Comm of MMB Treasury Division, \$2,961.00; Counties Providing Technology, \$175,000.00; Dooley Petroleum Inc., \$5,359.00; Douglas County Sheriff's Dept., \$3,442.47; Eric Irrigation & Construction, \$2,047.50; Kandiyohi County Sheriff's Dept., \$12,133.18; Meeker County Sheriff, \$2,474.00; Pflipsen Trucking LLC., \$13,754.72; Pioneerland Library System, \$32,911.00; Rinke Noonan, \$2,180.00; Sherburne County Sheriff, \$4,882.26; Treasurer, City of Kerkhoven, \$5,950.23; University of Minnesota, \$3,160.50; Volk/Charles & Patricia, \$7,900.00; Waste Management Of Northern Minnesota, \$12,240.00; Weber/Dawn, \$2,625.00; Wilcox Law Office, \$2,329.03. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Fox reported on Pomme de Terre River Watershed, Revolving Loan Fund, Wellness Committee, Woodland Centers, Chippewa River Watershed and Enhancing the Organization committee. Commissioner E. Pederson reported on Loan Committee meeting and the Election Canvassing. Commissioner P. Peterson reported on Countryside Public Health and the Swift County Fair. Commissioner Hendrickx reported on Building Committee, AMC and CCHI conference call. Chairman Rudningen reported on Enhancing the Organization Committee, Building Committee, Wellness Committee, C6 Drug Task Force meeting, the Swift County Fair and Planning and Zoning Board.

Chairman Rudningen asked for Citizens comments at 9:26 AM. There were none.

Upper Minnesota Valley Rural Development Corporation (UMVRDC) Communications Coordinator Melissa Streich and Dawn Hegland gave an update on Prairie Waters, updates on their website, and 2019 projects.

District Manager Andy Albertson and Sheri Gades of the Soil and Water Conservation District reviewed the 2019 SWCD budget. A brief discussion was held.

Parks, Drainage and Wetlands Supervisor Mike Johnson updated the board on the LAT E JD #19.

Director Scott Collins requested approval of a Conditional Use Permit #5512 requested by Troy & Julie Kennedy, to construct a 48-foot x 80-foot Mini Storage Facility that will consist of 14-10 x 24 units and 6-6-foot x 10 foot lockers. This mini storage facility will be placed on an existing concrete slab next to an existing 40-foot x 48-foot storage building.

07-03-18-04 Commissioner Rudningen moved and Commissioner P. Peterson seconded to approve a Conditional Use Permit #5512. Motion carried unanimously.

Director Scott Collins requested approval of a Conditional Use Permit #5510 requested by Jeffrey Mumm & Verizon Wireless LLC, for constructing a wireless communication facility, which includes a 199-foot self-support lattice tower and associated ground equipment and fencing.

07-03-18-05 Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve a Conditional Use Permit #5510. Motion carried unanimously.

Director Scott Collins requested approval for the purchase of a new 2018 John Deer 524K Loader for Swift County Environmental Services. A lengthy discussion was held.

07-03-18-06 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to approve the purchase of a new 2018 John Deer 524K Loader for Swift County Environmental Services. Motion carried unanimously.

Director Scott Collins updated the board on the Solar ordinance.

Treasurer Ron Vadnais presented the 2nd Quarter Treasurer Cash & Investment Report. A brief discussion was held.

Auditor Kim Saterbak presented the 2nd Quarter 2018 Executive Department Budget Report. A brief discussion was held.

Director Catie Lee presented the monthly Human Services update. A brief discussion was held.

Fiscal Supervisor Gary Jensen presented the Human Services financial accounts update.

Mental Health Council spoke on the importance of mental health and requested funds from the board to open a Drop in Center in 2019.

Administrator Kelsey Baker discussed the Enhancing the Organization Committee, Counties Providing Technology(CPT) meeting and Building Committee.

Administrator Baker updated the board on the 2019 Budget.

RDA Executive Director Jennifer Frost requested approval of a resolution on the 2019 Budget and Levy for the RDA.

Executive Director Vicki Syverson requested approval of a resolution on the 2019 Budget and Levy for

the HRA.

07-03-18-06 Commissioner Hendrickx moved and Commissioner P. Peterson seconded to approve both the RDA and HRA 2019 Budget and preliminary Levy's. Motion carried unanimously.

07-03-18-07 Commissioner P. Peterson moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 11:48 AM.

WITNESSED:

Eric Rudningen, Chair

ATTEST:

Kelsey Baker, County Administrator

DRAFT



Request for Board Action

BOARD MEETING DATE:
September 4, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Parks	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving contract with Houston Eng. For Drainage DB	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED?	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Hearing date previously set	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No action	

Budget Information

FUNDING: Repair Fund

Review/Recommendation

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

Board Action

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

DrainageDB

SUBSCRIPTION AGREEMENT

This Subscription Agreement ("Agreement") for use of the software service as described herein ("Service") is made between Houston Engineering, Inc. ("Provider") and the single business entity or organization identified as "Subscriber" in Schedule A hereto. In consideration of the payment by the Subscriber to Provider of the charges specified in Schedule B to this Agreement, Provider grants to the Subscriber a nonexclusive, worldwide license to access and use the Service in accordance with the following terms and conditions:

1. The Service.

(1) Provider shall provide to the Subscriber access to the DrainageDB software product for public drainage systems management (the "Service"). The Specifications for the Service are provided in Schedule A hereto, which is incorporated by reference. Provider agrees that the Service will meet service level standards (SLAs) provided in Schedule A hereto, which is incorporated by reference.

(2) Provider shall promptly report to Subscriber any malfunctions in the System discovered by Provider or any cause for interruption or delay in the Services, together with Provider's proposed solution.

2. Term and Termination.

(1) Subject to the cancellation provisions set forth below, the minimum term for which the Service shall be provided to the Subscriber under this Agreement shall be twelve (12) months, commencing on start-up of the Service and satisfactory completion of reasonable testing and acceptance procedures for the Software and the Service in a "live" environment, as indicated by notice to be provided by Subscriber to Provider (the "Commencement Date"). The Service shall be subject to annual renewal, and payment to Provider and shall be renewed unless otherwise cancelled.

(2) Either party may cancel the Service after the expiration of the applicable minimum term. If Subscriber chooses to cancel the Service, they will provide ninety (90) days written notice and forfeit the remaining annual subscription fee for that year if applicable. If Provider chooses to discontinue the Service they will provide the Subscriber one (1) year written notice.

(3) The Service may be cancelled at any time in the event that: (a) the Subscriber fails to pay the charges specified in Schedule B in accordance with Section 3, except as a result of a bona fide billing dispute, and such nonpayment is not cured within fifteen (15) days after Provider notifies the Subscriber of the nonpayment (it being understood that cancellation for such cause is solely Provider's option); or (b) either party is in material breach of this Agreement, and the breach is not cured within thirty (30) days after the non-breaching party notifies the breaching party of the breach (it being understood that cancellation for such cause is solely the non-breaching party's option).

(4) Except as expressly provided in this Agreement, any cancellation of the Service or termination of this Agreement shall not affect any accrued remedies or liabilities of either party and shall not affect or impair any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after that cancellation or termination.

(5) In connection with any cancellation of the Service, at the discretion of the Subscriber the Provider will first return and then destroy the most recent state of all reports, files and data supplied, maintained and improved through the course of subscribing to the Provider's service. The Provider will provide a PostGreSQL database backup file that can be used by the Subscriber to restore into PostGreSQL database software installation. The backup file will be provided in the current version of the software and contain the entire database schema. Provider will provide, at Subscriber's cost, such assistance as Subscriber may reasonably request in order to accomplish a typical transition. If necessary for Subscriber to meet legal and business requirements for **5**

safekeeping and/or lookup of historical information, Provider will permit Subscriber to retain a backup copy of the Service data and/or employ a limited version of the Service data, without charge.

3. Charges for Service.

(1) In return for the Service provided by Provider, the Subscriber agrees to pay the charges specified in Schedule B. The Subscriber may elect to add additional modules to the software or professional consulting services at an additional fee to the subscriber.

(2) The charges set forth on Schedule B include software maintenance charges (if applicable), support (as described in the Schedule), and use of the software indicated in Schedule B.

(3) Subscriber is responsible for maintaining its own access to the Internet so as to access the Service, which is web-based.

(4) Subscriber shall also be responsible for payment of any and all sales, value added, use and other similar taxes or charges levied by any governmental, statutory, or regulatory authority in connection with Provider providing the Service under this Agreement. Provider agrees to consult with Subscriber before charging for any such taxes, and the parties will cooperate with each other to determine the amounts due and avoid the payment of taxes not legally required.

(5) The Subscriber shall pay to Provider, upon demand, interest accruing daily from the date an invoice becomes past due to the date of actual payment on any undisputed amounts which are thirty (30) days or more overdue under this Agreement at the rate of three per cent (3%) per annum.

4. Installation, Equipment and Support.

(1) The Subscriber shall promptly provide Provider with all information necessary for the configuration information necessary to provide the Service and will cooperate to facilitate prompt setup.

(2) As part of the Service, Provider shall provide to the Subscriber support for the Service during normal business hours (Central U.S. Time). Provider shall provide such support during Provider's normal business hours in accordance with the terms of the Schedule B.

5. Provider Software.

(1) Subscriber agrees that all software and related users' guides and documentation provided by Provider (collectively, the "Provider Software"), including all copies of the Provider Software, and all copyright and all other intellectual property rights in or relating to the Provider Software are and shall, as between the parties to this Agreement, remain the property of Provider. The Subscriber, acting itself and with its contractors and consultants, may use the Provider Software only in the ordinary course of its internal business and only on equipment that meets all the technical specifications provided in writing by Provider prior to execution of this Agreement.

(2) The Subscriber may not copy sell, transfer, rent, share, reverse engineer, decompile, copy, duplicate or translate into any language the Provider Software, or use the Provider Software or the Service to operate a service bureau for other users, except that the Subscriber may make copies of the Provider Software as necessary for Subscriber to have access to and use of the Service in accordance with this Agreement or for backup, test, training or development purposes. The Subscriber shall ensure that all copies of all or any part of the

Provider Software include all Provider's and its licensors' (if any) copyright and other proprietary rights notices.

(3) The Subscriber shall not modify any part of the Provider Software nor in any way make available to or provide copies of the whole or any part of the Provider Software to any third party.

(4) The Subscriber shall notify Provider promptly upon any unauthorized disclosure, use or copying of the Provider Software of which the Subscriber becomes aware.

6. Access to Service and Rights to Data.

(1) The Subscriber shall not permit anyone other than its employees (and any contractors or consultants who are responsible for supporting the Subscriber's relevant business operations) to use the Service, and agrees that the Service will be used only in accordance with the operating instructions and procedures established by Provider and provided from time to time by Provider to the Subscriber. For the "Public Portal" component the Subscriber can allow access to anyone in the public to information that is accessible outside of the password protected software.

(2) "Service Data" is defined as the data created and maintained in the software by the Subscriber. Data created in the database by the subscriber or systematically by the software (collectively, the "Service Data"), shall remain the property of Subscriber. The Provider shall retain the sole copyright and intellectual property rights for the database design and software code.

7. Limitation of Liability.

(1) Provider will not be liable for the consequences of any decision taken by the Subscriber based on the Service Data or for any loss or damage that is, in whole or part, attributable to the Subscriber's failure to comply with this Agreement including, without limitation, Subscriber's obligations set out in Section 6.

(2) PROVIDER WARRANTS THAT THE SOFTWARE AND SERVICE WILL MEET ITS SPECIFICATIONS AND THAT THE SERVICE WILL BE PROVIDED IN A COMMERCIALY REASONABLE FASHION IN ACCORDANCE WITH INDUSTRY STANDARDS. ALTHOUGH PROVIDER WILL ENDEAVOR TO ENSURE THAT THE SERVICE DATA ACCURATELY REFLECTS INFORMATION AND DATA SUPPLIED TO IT BY THIRD PARTIES OR BY THE SUBSCRIBER, PROVIDER DOES NOT WARRANT THAT THE SERVICE DATA IS ACCURATE OR COMPLETE. IF PROVIDER DISCOVERS OR IS NOTIFIED OF ANY ERROR OR DEFICIENCY IN THE SERVICE DATA, PROVIDER WILL NOTIFY THE SUBSCRIBER AND TAKE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE SAME.

(3) PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY INACCURACY, ERROR OR OMISSION IN THE SERVICE DATA, HOWEVER THEY ARISE, UNLESS RESULTING FROM PROVIDER'S NEGLIGENCE, OR FOR ANY USE OR RELIANCE PLACED ON THE SERVICE DATA OR THE SERVICE.

(4) Provider will not be liable for any fault, delay or interruption to the Service or for any loss or damage that is in any way attributable to any data, information, equipment or software not supplied directly or indirectly by Provider or to any circumstances outside its control. The Subscriber will indemnify Provider against all losses, claims, expenses, costs, liability and

damages suffered or incurred by Provider in connection with: any claim or action by any client of the Subscriber or by any third party who has access to the Service or any information from or about the Service via the Subscriber; any claim or action which arises in connection with the Subscriber's failure or delay in complying with its obligations under this Agreement; and any claim or action by any counterparty or other person with whom the Subscriber has done business or is considering doing business; any act or omission of the Subscriber's including, without limitation, any decision to do or not to do business with that person, except in each case to the extent resulting from Provider's negligence.

(5) In no circumstances whatsoever will either party be liable for any indirect, incidental or consequential loss or damage or for any loss of profits, loss of goodwill, loss of opportunity, or loss or spoiling of data, even if such party was advised of or knew of the likelihood of that loss or type of loss arising.

(6) The express terms of this Agreement are in lieu of all other warranties, conditions, terms and undertakings implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded and disclaimed to the fullest extent permitted by law.

(7) This Section 7 governs Provider's liability in respect of the Service, whether arising in tort (including negligence), under these terms and conditions, this Agreement, the terms of any Service Level Agreement relating to the Service, any other agreement or document relating to the Service, or in any other way.

(8) Nothing in this Section 7 shall relieve Provider of liability for direct damages caused by the negligence or willful misconduct of Provider or Provider's violation of applicable law.

8. Confidentiality, Privacy and Security

(1) Except as otherwise expressly provided in this Agreement, Provider and Subscriber each agrees that (a) all information communicated to it by the other and reasonably known to be or identified as confidential, whether before or after the date hereof, (b) all other information reasonably known to be or identified as confidential to which it has access in connection with the Services, whether before or after the date hereof, and (c) technical specifications, nonstandard price and payment terms, or performance requirements applicable to the Services which are designated as confidential information of one party or the other, will be and will be deemed to have been received in confidence and will be used only for purposes of each party's (i) carrying out the terms of this Agreement, (ii) in Subscriber's case, using, managing, maintaining or replacing the System as its internal needs dictate, and (iii) as otherwise permitted by the Agreement.

(2) Each of Provider and Subscriber agrees to use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the unauthorized use or disclosure and to protect the confidentiality thereof. Except as otherwise permitted by the Agreement, no such information will be disclosed by the recipient party without the prior written consent of the other party; provided, however, that each party may disclose the other party's confidential information to those of the recipient party's employees, contractors, agents, attorneys, auditors, and insurers (if applicable) who have a need to have access to such information in connection with their employment (or engagement, if applicable) by the recipient party. The recipient party takes reasonable steps to require such individuals and entities to be bound by confidentiality obligations no less restrictive than those required hereunder.

(3) The foregoing will not prevent either party from disclosing information that (i) belongs to such party or is already known by the recipient party, free of any other confidentiality obligation (i.e., separate from the confidentiality obligation herein) directly or indirectly owed to the disclosing party, (ii) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) is rightfully received from a third party who is not

subject to any obligation of confidentiality directly or indirectly owed to the disclosing party, (iv) is independently developed without use of the other party's confidential information, or (v) is approved for unrestricted release by the disclosing party. If confidential information is required to be disclosed pursuant to a requirement of a governmental authority, such confidential information may be disclosed pursuant to such requirement so long as the party required to disclose the confidential information, to the extent possible, provides the other party with timely prior notice of such requirement and coordinates with such other party in an effort to limit the nature and scope of such required disclosure, provided, however, that in the event of a tax audit or regulatory investigation, notice of a disclosure requirement in connection therewith will not be given, and the parties will use commercially reasonable efforts to ensure that any confidential information that is subject to a valid request for delivery of a copy of such information (including a copy of this Agreement) to the applicable government authority is not subject to further disclosure by it (such as by marking such information as a trade secret).

(4) Provider shall exercise reasonable care for the protection of personally identifiable information included in Subscriber's data processed by or stored by Provider pursuant to the Service and shall maintain reasonable data integrity safeguards against the deletion or alteration of such data. In the event that any such data is compromised, released, lost or destroyed, or there is any unauthorized intrusion into systems operated by Provider adversely affecting Subscriber data, then Provider shall notify Subscriber within 48 hours after Provider's discovery thereof and use commercially reasonable efforts to correct the matter.

(5) During the Term of this Agreement, both parties agree to comply with privacy laws directly applicable to their respective businesses. To the extent Subscriber is required by law to do so with respect to Subscriber data that is provided to Provider to perform the Services, Provider shall implement appropriate security measures, policies and procedures that are designed to meet applicable privacy laws.

(6) The entire section 8 is subject to the provision of Minnesota Government Data Practices Act.

9. Indemnification and Insurance

(1) Provider and Subscriber each will be responsible for any and all third party claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively, "Losses") to their respective tangible personal or real property or for personal bodily injury to its employees and agents except to the extent that such Losses result from the negligence of the other party, its agents or employees.

(2) Provider and Subscriber each agrees to defend the other party against any third party Losses to the extent that such action is based upon a claim that the systems, facilities or resources, including confidential information, provided by the indemnitor: (i) infringes a copyright recognized under United States statute, (ii) infringes a patent granted under United States law, (iii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret, or (iv) conflicts with or violates any contract limitation to which the indemnifying party is a party or otherwise subject. The indemnitor will bear the expense of such defense and pay any Losses that are attributable to such claim finally awarded by a court of competent jurisdiction at indemnitee's cost and expense.

10. Miscellaneous.

(1) This Agreement, including the Schedules attached hereto, constitutes the entire agreement of the parties on the subject matter of this Agreement, and supersedes all prior agreements and all oral or collateral representations, agreements and understandings between Provider and the Subscriber relating to that subject matter.

(2) Except as expressly provided in this Agreement, this Agreement may not be amended, waived or varied other than by an agreement in writing signed on behalf of both Provider and the Subscriber.

(3) Without Provider's prior written consent, Subscriber may not assign, sublicense, transfer or otherwise dispose of any of its rights or subcontract, transfer or otherwise dispose of any of its obligations under this Agreement except to its present and future subsidiaries and affiliates and any successors to all or substantially all of its or their business. Subject to the foregoing, this Agreement shall inure to the benefit of, and shall be binding on, each party's respective successors and assigns.

(4) Notices under this Agreement shall be considered to have been duly given when delivered by hand, or two days after being mailed by first class, prepaid post, to Provider at 6901 East Fish Lake Road, Suite 140, Maple Grove, MN 55369-5400 or to the Subscriber at its address specified in Schedule A. Such addressees may be changed by notice given as provided in this Subsection (4).

(5) Failure by either party to enforce any term of this Agreement shall not be construed as a waiver.

(6) The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement.

(7) Neither party shall be liable to the other for any delay or nonperformance of its obligations under this Agreement arising from any cause beyond its reasonable control. The party who so delays or fails to perform shall promptly notify the other party in writing of the cause and the likely duration of the cause.

(8) This Agreement is governed by and shall be construed in accordance with the laws of the United States and the State of Minnesota as it applies to a contract made and performed solely in such jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement under seal.

Subscriber:
Swift County, MN

Provider:
HOUSTON ENGINEERING, INC.

By: _____
AUTHORIZED REPRESENTATIVE

By: _____
AUTHORIZED REPRESENTATIVE

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

SUBSCRIBER (Name; Address; Primary Phone #):

Swift County – Highway Department
1000 15th Street S
Benson, MN 56215
Office Phone: 320-843-5341

Subscriber's Authorized Contact: Mike Johnson

SERVICE:

The Service is Provider's DrainageDB (Public Drainage System Management) software. The DrainageDB software is hosted on cloud servers and is accessible on a password-protected website via a web browser and standard internet connection. The Service provides a site license to the Subscriber's organization with unlimited users for that organization. The Service may only be shared with individuals from other organizations for the purpose of accessing the Subscriber's data. The Subscriber is not permitted to store other drainage authority's drainage system information in their account under this Agreement without written permission from Provider. The Subscriber is allowed to store entire Joint or Judicial systems they are a part of within their account. DrainageDB is designed to manage and track information around certain aspects of Minnesota Statute 103E proceedings. Note not all proceedings and information can be tracked at this current time with the software.

Features include:

- Access to and entry of information via web browser interface
- Multiple users can simultaneously access the program.
- Allows users account administrator the ability to control user permissions (i.e., full access or read only)
- Web-based GIS mapping of repair requests
- Capabilities to integrate with GIS
- Importing of existing and revised drainage systems in the provided template format
- Exporting of repairs in Microsoft Excel format
- Store photos of drainage systems, inspections and repairs
- Store information on drainage systems
- Store information on redetermination proceedings
- Store and track maintenance requests
- Reports for individual maintenance requests and summary reports for monthly board action
- Includes a public portal web page to share document attachments
- Mobile application for field inspections including: spot inspections, repair site visits and violation reports

Feature Enhancements to the Software, may include, but are subject to enhancement funding and agreement from the DrainageDB user group:

- Public Portal components
- Tablet compatibility
- Track inventories

Track benefits
Integration with other 3rd party systems

SOFTWARE SPECIFICATIONS:

DrainageDB is a web based system that requires a modern web browser. The software is designed for use on a personal computer web browser with a minimum resolution of 1024x768. DrainageDB may work on a tablet device such as an Ipad, but no guarantees are made with the software that all features will work on tablets. DrainageDB's user interface is not designed to display on smartphones. There is a mobile application that is designed and optimized for field activities such as inspections and violation reports. DrainageDB's customers will be provided access to the mobile application for no additional costs if they are up to date on maintenance payments.

Minimum browser requirements:

Internet Explorer 11+
Mozilla Firefox 15+
Google Chrome 20+

DrainageDB is a hosted solution. We strive for 100% uptime but no guarantee can be made about uptime due to circumstance out of our control such as our Cloud provider outages. DrainageDB makes every reasonable attempt to back up Subscriber's data on a nightly basis, but does not retain every night's backup for the life of the Service. Provider should make a reasonable attempt to export their data from time to time for a backup copy at Providers location.

DrainageDB does not require any third party licensing.

This subscription includes a 20GB storage limit for photos, attachments and video's for the account. Additional storage may be purchased if needed.

Subscriber's Responsibilities

- Equipment (computers, monitors, smartphones, tablets, etc.).
- Internet access.
- All data entry, collection and creation for ditch tracking and GIS layers. The provider will supply Excel spreadsheets that may be used for data entry and then imported into the DrainageDB software.
- All maintenance of the data contained and used by the software.
- Reporting bugs using the software's web-based ticket system
- Participating in user group meetings via phone call or web meeting
- Submitting enhancement ideas through the software's web-based ticket system
- Testing newly released enhancements

SCHEDULE B PRICING

Initial Account Creation, Set-up and Software:

\$15,000 + applicable sales tax

- Includes creation of Subscriber's account and initial configuration of software
- Includes the first year's annual hosting and maintenance
- Includes report template configuration
- It is the subscriber's responsibility to load, migrate and revise all data into DrainageDB, unless subscriber contracts for professional services from provider. The provider will provide Excel templates for a majority of the data for easy importing
- Includes 30 hours towards initial collaborative enhancements directed by the DrainageDB user group
- Includes up a 4 hours of web training for subscriber staff
- Provider will provide technical assistance and guidance to subscriber for data conversion and loading via email and phone support. It is the responsibility of the subscriber to perform data entry, creation and conversion.
- Unlimited bug fixes
- Enhancements will be evaluated by user group and performed depending on available enhancement hours

Annual Subscription Fee:

\$4,000 + applicable sales tax

The annual subscription fee will be fixed for 3 years and then will never increase by more than 50% over the original yearly fee (i.e. $\$4,000 + 50\% = \$6,000$ maximum yearly fee in year 4, 5, or 6, etc.

- Due on anniversary of Commencement Date (One year after software is deemed live for use by the subscriber. Live for use is defined as the subscriber's account is setup and ready for data loading and NOT after data has been entered by subscriber)
- Includes hosting for maintenance year
- Includes unlimited Subscriber user accounts for internal use
- Includes 8 hours towards collaborative enhancements directed by the DrainageDB user group
- Unlimited bug fixes
- Enhancements will be evaluated by user group and performed depending on available enhancement hours
- All support requests must go through Subscribers authorized contact

Interface Customization:

DrainageDB interface is not customizable however we do accept feedback and suggestions to make enhancements to the software as part of our mission to provide a class leading public drainage system management software. If customizations or additional modules are requested by the subscriber they can be added using enhancement funds through DrainageDB user group or funded individually by a subscriber.

Professional Services:

Provider offers data loading, creation, conversion support as an hourly service if requested by Subscriber.

Provider can offer additional online training or onsite training as hourly services. Subscriber would be responsible for reimbursable travel expenses.

All services will be performed as a time and materials contract at Provider's applicable yearly billing rates.

Total Costs for Agreement anticipated period 11/01/2018 thru 10/31/2019 = \$15,000



Request for Board Action

BOARD MEETING DATE:
September 4, 2018

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving and signing the audit Representation letter	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Authorization by the Board of Commissions is required for Swift County to sign a legal agreement
BACKGROUND/JUSTIFICATION: We have contracted for three years (2015, 2016 & 2017) with CliftonLarsonAllen to complete the annual audited financial statement for Swift County. The representation letter is signed each year at the completion of the audit. This letter states that we, Swift County, have fulfilled our responsibilities, as set-out in the engagement letter.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR:
RECOMMENDATIONS: Has been submitted for review	RECOMMENDATIONS:
COMMENTS: None	COMMENTS: None



August 27, 2018

CliftonLarsonAllen LLP
14275 Golf Course Drive, Suite 300
Brainerd, Minnesota 56401

This representation letter is provided in connection with your audits of the financial statements of Swift County, which comprise the respective financial position of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information as of December 31, 2017, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, as of August 27, 2018, the following representations made to you during your audit of the financial statements as of and for the year ended December 31, 2017.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated October 31, 2017, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. The financial statements include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
2. We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. We have identified all accounting estimates that could be material to the financial statements, including the key factors and significant assumptions used in making those estimates, and we believe the estimates (including those measured at fair value) and the significant assumptions used in making those accounting estimates are reasonable.

5. Related party relationships and transactions, including, but not limited to, revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
6. All events occurring subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
7. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements for each opinion unit. It was noted on the Governmental Activities Statement of Net Position that capital assets were understated and road and bridge expenses were overstated in the prior year. The County passed on restating beginning net position, instead \$64,848 of road and bridge expense was recognized in the current year. In addition, you have proposed adjusting journal entries that have been posted to the entity's accounts, including adjusting journal entries to convert our cash basis records to the accrual basis. We have reviewed and approved those adjusting journal entries and understand the nature of the changes and their impact on the financial statements. We are in agreement with those adjustments and accept responsibility for them.
8. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, or which would affect federal award programs, and we have not consulted a lawyer concerning litigation, claims, or assessments.
9. Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the financial statement date and have been reduced to their estimated net realizable value.
10. We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
11. We believe that the actuarial assumptions and methods used to measure pension and other postemployment benefits (OPEB) liabilities and costs for financial accounting purposes are appropriate in the circumstances.
12. We do not plan to make frequent amendments to our pension or other postretirement benefit plans.

Information Provided

1. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d. Complete minutes of the meetings of the governing board and related committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.
 - e. All communications from regulatory agencies, grantors, lenders, and other funding sources concerning noncompliance with, or deficiencies in, financial reporting practices.
 - f. All communications from regulatory agencies, grantors, lenders, and other funding sources concerning noncompliance with the provisions of laws, regulations, contracts, and grant agreements.
 - g. Access to all audit or relevant monitoring reports, if any, received from funding sources.
2. All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
3. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
4. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a. Management;
 - b. Employees who have significant roles in internal control; or
 - c. Others when the fraud could have a material effect on the financial statements.
5. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, grantors, regulators, or others.
6. We have no knowledge of any instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse whose effects should be considered when preparing financial statements.

7. We are not aware of any pending or threatened litigation, claims, or assessments, or unasserted claims or assessments, that are required to be accrued or disclosed in the financial statements in accordance with U.S. GAAP, or which would affect federal award programs, and we have not consulted a lawyer concerning litigation, claims, or assessments.
8. There are no other material liabilities or gain or loss contingencies that are required to be accrued or disclosed in accordance with U.S. GAAP.
9. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
10. The entity has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral, except as made known to you and disclosed in the financial statements.
11. We have a process to track the status of audit findings and recommendations.
12. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
13. We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
14. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to Swift County, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
15. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
16. The entity has complied with all aspects of contractual or grant agreements that would have a material effect on the financial statements in the event of noncompliance.
17. We have complied with all restrictions on resources (including donor restrictions) and all aspects of contractual and grant agreements that would have a material effect on the financial statements in the event of noncompliance. This includes complying with donor requirements to maintain a specific asset composition necessary to satisfy their restrictions.
18. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.

19. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures, jointly governed organizations, and other related organizations.
20. The financial statements properly classify all funds and activities.
21. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
22. Components of net position (net investment in capital assets; restricted; and unrestricted) and equity amounts are properly classified and, if applicable, approved.
23. Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
24. Provisions for uncollectible receivables have been properly identified and recorded.
25. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
26. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
27. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
28. Deposits and investment securities and derivative instruments are properly classified as to risk and are properly valued and disclosed.
29. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
30. We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
31. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

32. We acknowledge our responsibility for presenting the combining statements and schedules (the supplementary information) in accordance with U.S. GAAP, and we believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditors' report thereon.
33. As part of your audit, you prepared the draft financial statements and related notes and schedule of expenditures of federal awards. We have designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee your services; have made all management judgments and decisions; and have assumed all management responsibilities. We have evaluated the adequacy and results of the service. We have reviewed, approved, and accepted responsibility for those financial statements and related notes and schedule of expenditures of federal awards.
34. In regards to the financial statements and note preparation services performed by you, we have:
- a. Made all management judgments and decisions and assumed all management responsibilities.
 - b. Designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee the services.
 - c. Evaluated the adequacy and results of the services performed.
 - d. Accepted responsibility for the results of the services.
35. With respect to federal award programs:
- a. We are responsible for understanding and complying with, and have complied with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) including requirements relating to preparation of the schedule of expenditures of federal awards.
 - b. We acknowledge our responsibility for presenting the schedule of expenditures of federal awards (SEFA) and related notes in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement and presentation of the SEFA have not changed from those used in the prior period, and we have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the SEFA.
 - c. If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issued the SEFA and the auditors' report thereon.

- d. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and included in the SEFA expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
- e. We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
- f. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provides reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
- g. We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h. We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i. We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the *OMB Compliance Supplement*, relating to federal awards and have identified and disclosed to you all amounts questioned and all known noncompliance with the direct and material compliance requirements of federal awards.
- j. We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditors' report.
- k. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditors' report.
- l. Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).

- m. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n. We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p. There are no known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditors' report.
- q. We have disclosed to you whether any changes in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies and/or material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditors' report.
- r. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.
- s. The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t. We have charged costs to federal awards in accordance with applicable cost principles.
- u. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- v. We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- w. We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- x. We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.

- y. We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

Signature: *Humberto A. Sotobal* Title: *Auditor*

Signature: _____ Title: _____



Request for Board Action

BOARD MEETING DATE:
September 4, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Parks	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Public Hearing for Imp. To JD #8 petition to outlet un assessed lands. 9:30 AM	
AGENDA YOU ARE REQUESTING TIME ON: Regular Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT?
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: MN Drainage Law requires a public hearing
BACKGROUND/JUSTIFICATION: Hearing date previously set	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No action	

Budget Information

FUNDING: Repair Fund

Review/Recommendation

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

Board Action

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



Request for Board Action

BOARD MEETING DATE:
September 4, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Parks	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Public Hearing for Imp. To JD #8 petition to partially abandon Br. #2. 10:00 AM	
AGENDA YOU ARE REQUESTING TIME ON: Regular Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT?
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: MN Drainage Law requires a public hearing
BACKGROUND/JUSTIFICATION: Hearing date previously set	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No action	

Budget Information

FUNDING: Repair Fund

Review/Recommendation

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

Board Action

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



Request for Board Action

BOARD MEETING DATE:
September 4, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Parks	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Public Hearing for JD #5 petition to outlet lands 10:30 AM	
AGENDA YOU ARE REQUESTING TIME ON: Regular Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT?
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: MN Drainage Law requires a public hearing
BACKGROUND/JUSTIFICATION: Hearing date previously set	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No action	

Budget Information

FUNDING: Repair Fund

Review/Recommendation

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

Board Action

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



Request for Board Action

BOARD MEETING DATE:
September 4, 2018

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 a proposal for the demolition of three Appleton City Buildings	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Contracts must be approved by the Board
BACKGROUND/JUSTIFICATION: We received two bids for the removal of three buildings located in the City of Appleton. The demolition specifications were to remove the indicated structures and dispose of offsite. The contractor is responsible for disconnecting all utilities required by code. Fill and grade to existing adjacent contours and cover with sod or seed. The buildings that need to be removed are located on parcels, #22-0080-000, 22-0081-000, and 22-0083.000. A committee was created to review the structures and determine the steps that need to be taken. The bids were submitted to the demolition committee for review. The City of Appleton has budgeted \$30,000, the Demolition Fund will contribute \$22,500 and the rest will be paid out of the Tax Forfeiture fund for the cost to remove these buildings. The Demolition Committee meet and recommends the use of T & K Kennedy Excavating, Inc. for the following reasons: their bid was more complete and they are a local vendor for Swift County.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

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

SCOPE OF WORK

For **SWIFT COUNTY**
(City of Appleton Building Demolition)
Kimberly A. Saterbak
DEMOLITION

Swift County Auditor
301 14th Street North
PO Box 207
Benson, MN 56215
(320) 843-4069
Kim.saterbak@co.swift.mn.us

BID DUE DATE: August 22, 2018 at 10:30 a.m..

I (Contractor) will furnish all materials, labor, equipment, permits, and other items of expense (including clean up and removal of all refuse) necessary to complete all specifications itemized in the following pages for the individual and total costs shown. I agree that, with respect to said improvements/specifications, there shall be no deviation or alternations for which I may expect compensation beyond costs stated, except where such changes in proposal are authorized in writing by Swift County.

Labor and/or Materials (Total) \$ 177,112.00



Authorized Contractor Signature

President

Title

PO Box 411

Address

Montevideo MN 56265

City

State, Zip

8-22-18

Date

Instructions to Contractors

1. Bidders must have knowledge of the latest codes and inspection of the site.
2. Bidders must be licensed.
3. Bidders must sign a sworn construction statement and a lien waiver prior to receiving final payment.
4. Once a successful bidder has been chosen, a "proceed to work" notice will be sent to begin the work or schedule.

I hope you will be able to bid this job. If you have any questions about the specifications or the bidding process, please call the Swift County Auditor at (320) 843-4069.

Thank you,
Kimberly Saterbak
Swift County Auditor

SWIFT COUNTY RESERVES THE RIGHTS TO REJECT ALL SUBMITTED BIDS.

Please read!

Please note there is a contractor's condition page in the bidding packet. This is the area to add your input if you see anything additional that should be corrected?

The Contractor's Sworn Construction Statement must be signed and returned with the bid packet. It is a requirement.

Bid packets must be returned completely in tact!

SCOPE OF WORK

SWIFT COUNTY
Swift County Auditor
301 14th Street North
PO Box 207
Benson, MN 56215

MAAC, Inc.
Contractor's Name
PO Box 411
Montevideo MN 56265
Contractor's Address:
320-269-5315
Contractor's Phone #:

July 31, 2018

Demolition Specifications: (Maps attached):

DEMOLITION -Contractor shall remove structure(s) as indicated and dispose of offsite. Disconnect any and all electrical, plumbing, gas and/or sewer hookups to structure(s) and cap off, seal, or de-energize as required by codes. Fill and grade to existing adjacent contours and cover with sod or seed (bid to be specific). Any special conditions or additional requirements will be contained in an addendum to this specification and noted in the specifications. Separate permit is required for this work and contractor is responsible for this permit. All materials shall be disposed of at a site approved by the MPCA (Minnesota Pollution Control Agency).

***Specifics**

The buildings to demo are:

Parcel # 22-0080-000

Parcel # 22-0081-000

Parcel # 22-0083-000

Parcel # 22-0078-000 is already a vacant lot.

Testing was completed on the buildings. Due to the current condition of the building and the debris located within the building, treat each building as testing positive for asbestos. Kimberly Saterbak has received the official tests. You may contact her for the results at the phone # listed above.

The (three) above listed parcels are to be demolished and removed. The foundation is to be removed to a depth of 4' (four feet). The void is to be filled with pit run gravel. A 4" layer of topsoil is to be placed over the top and drought resistant grass is to be seeded.

Cost of labor and material for all three (3) buildings- 177,112.00

PERMIT -Contractor will list the costs of obtaining the necessary permits.
\$ 260.00

CONTRACTOR'S CONDITIONS

List any and all other work not listed that may be deemed necessary to eliminate hazardous or unhealthy situations and indicate the cost of the materials & labor.

South Side walk in poor condition (remove only \$2500.00)
Deduct \$4,500.00 if no performance bond is required.
MAAC, Inc. will seed, not sod.

1. This work write-up identifies repair work to be performed at the property.
2. The contractor is required to complete all work in accordance with standard practices which are acceptable within that trade.
3. Once the "Proceed to Work" notice is sent out, no changes will be allowed without prior consent by Swift County and the contractor.
4. ATTENTION: Sizes, quantities and measurements indicated are close approximates. It is the responsibility of the contractor to determine all needs to complete the repair work identified in the write-up.
5. All materials & labor will be furnished by the contractor.
6. All material must be code-approved. All work must comply with code.
7. The contractor must secure all necessary permits.
8. The contractor is responsible for all inspections required prior to final payment.
9. All cuts, openings, and/or damage to existing conditions made by the Contractor in completing the project shall be properly repaired and patched to match existing in a workman like manner and be made at the contractor's expense.
10. All bids must be good for at least 180 days.
11. The contractor is to remove all debris from the property upon completion.
12. The contractor is to bring all work to the finished stage unless otherwise specified.


Contractor's signature:

8-22-18
Date:

List all sub-contractors, their addresses and phone numbers below:

N/A

Must be signed!

Sworn Construction Statement

To be signed by all contractors prior to release of the final balance of loan proceeds by Administrators to contractors.

State of Minnesota
County of: **SWIFT**

The undersigned, hereinafter called "Contractor," being duly sworn as Contractor improving the property of **City of Appleton Demo Properties** having the **parcel numbers of 22-0080-000, 22-0081-000, 22-0083-000. City of Appleton.** State of Minnesota, deposes and says that the following are the names of all parties who had or currently have contacts or subcontracts with the Contractor, for specific portions of the work on said property and building; or had or currently have contracts or subcontracts with the Contractor for material or who have contributed materials at the Contractor's request entering into the construction thereof; and that the items set forth below include all labor and materials contracted by or obtained at the request of the Contractor required to complete the work according to the Specifications and drawings of the Contract; that there are no other contracts outstanding entered into by the Contractor or the Contractor's subcontractors.

Subcontractors name:	Permit #:	Describe repair
<u>N/A</u>		

Contractor name: MAAC, Inc.

Signature: 

Title: President

Date: 8-22-18

Prepared by: SWIFT COUNTY
Signature: Kimberly Saterbak
Kimberly Saterbak/Swift County Auditor

Subdivision/Estimated Physical Location *	Parcel No.	Description	Blk/Twp	Appraised Value	Vacant Lot	Lot Size
City of Appleton Robinson's 2nd Addition - Corner of N Miles Street and W Snelling Avenue, Appleton, MN - See GIS Photo	22-0080-000	S 25 ft of Lots 13, 14, 15, and 16, Block 12 and the N 30 ft of S 28 ft of Lot 13 and fr. and the W 20 ft of N 3 ft of S 28 ft of Lot 15, Block 12, Robinson's 2nd Addition, City of Appleton	12	5 1.00	no	25' x 100' and 3' x 70'
Robinson's 2nd Addition - Corner of N Miles Street and W Snelling Avenue, Appleton, MN - See GIS Photo	22-0081-000	E 5 ft pt N 29 ft of S 53 ft of Lot 15, N 28 ft of S 53 ft of Lot 16 & s 53 ft of Lot 17, Block 12, Robinson's 2nd Addition, City of Appleton	12	5 1.00	no	30' x 28' and 25' x 53'
Robinson's 2nd Addition - Corner of N Miles Street and W Snelling Avenue, Appleton, MN - See GIS Photo (Old Floral Shop)	22-0083-000	Lot 18, Block 12 Robinson's 2nd Addition, City of Appleton	12	5 1.00	no	25' x 132'

SCOPE OF WORK

For **SWIFT COUNTY**
(City of Appleton Building Demolition)
Kimberly A. Saterbak
DEMOLITION

Swift County Auditor
301 14th Street North
PO Box 207
Benson, MN 56215
(320) 843-4069
Kim.saterbak@co.swift.mn.us

BID DUE DATE: August 22, 2018 at 10:30 a.m..

I (Contractor) will furnish all materials, labor, equipment, permits, and other items of expense (including clean up and removal of all refuse) necessary to complete all specifications itemized in the following pages for the individual and total costs shown. I agree that, with respect to said improvements/specifications, there shall be no deviation or alternations for which I may expect compensation beyond costs stated, except where such changes in proposal are authorized in writing by Swift County.

Labor and/or Materials (Total) \$ 217,080.00



Authorized Contractor Signature **President**
Title

250 Hwy 12 SE, P.O. Box 221, Benson, MN 56215
Address City State, Zip

08/22/2018
Date

Instructions to Contractors

1. Bidders must have knowledge of the latest codes and inspection of the site.
2. Bidders must be licensed.
3. Bidders must sign a sworn construction statement and a lien waiver prior to receiving final payment.
4. Once a successful bidder has been chosen, a "proceed to work" notice will be sent to begin the work or schedule.

I hope you will be able to bid this job. If you have any questions about the specifications or the bidding process, please call the Swift County Auditor at (320) 843-4069.

Thank you,
Kimberly Saterbak
Swift County Auditor

SWIFT COUNTY RESERVES THE RIGHTS TO REJECT ALL SUBMITTED BIDS.

Please read!

Please note there is a contractor's condition page in the bidding packet. This is the area to add your input if you see anything additional that should be corrected?

The Contractor's Sworn Construction Statement must be signed and returned with the bid packet. It is a requirement.

Bid packets must be returned completely in tact!

SCOPE OFWORK

SWIFT COUNTY
Swift County Auditor
301 14th Street North
PO Box 207
Benson, MN 56215

T & K Kennedy Excavating, Inc.

Contractor's Name

250 Hwy 12 SE, P.O. Box 221
Benson, MN 56215

Contractor's Address:

320-842-4911

Contractor's Phone #:

July 31, 2018

Demolition Specifications: (Maps attached):

DEMOLITION -Contractor shall remove structure(s) as indicated and dispose of offsite. Disconnect any and all electrical, plumbing, gas and/or sewer hookups to structure(s) and cap off, seal, or de-energize as required by codes. Fill and grade to existing adjacent contours and cover with sod or seed (bid to be specific). Any special conditions or additional requirements will be contained in an addendum to this specification and noted in the specifications. Separate permit is required for this work and contractor is responsible for this permit. All materials shall be disposed of at a site approved by the MPCA (Minnesota Pollution Control Agency).

***Specifics**

The buildings to demo are:

Parcel # 22-0080-000

Parcel # 22-0081-000

Parcel # 22-0083-000

Parcel # 22-0078-000 is already a vacant lot.

Testing was completed on the buildings. Due to the current condition of the building and the debris located within the building, treat each building as testing positive for asbestos. Kimberly Saterbak has received the official tests. You may contact her for the results at the phone # listed above.

The (three) above listed parcels are to be demolished and removed. The foundation is to be removed to a depth of 4' (four feet). The void is to be filled with pit run gravel. A 4" layer of topsoil is to be placed over the top and drought resistant grass is to be seeded.

Cost of labor and material for all three (3) buildings- \$217,080.00

PERMIT -Contractor will list the costs of obtaining the necessary permits.

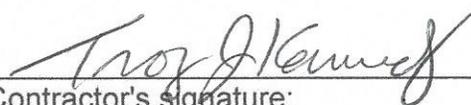
City Permits \$1,051.00

Performance Bond \$4,257.00

CONTRACTOR'S CONDITIONS

List any and all other work not listed that may be deemed necessary to eliminate hazardous or unhealthy situations and indicate the cost of the materials & labor.

1. This work write-up identifies repair work to be performed at the property.
2. The contractor is required to complete all work in accordance with standard practices which are acceptable within that trade.
3. Once the "Proceed to Work" notice is sent out, no changes will be allowed without prior consent by Swift County and the contractor.
4. ATTENTION: Sizes, quantities and measurements indicated are close approximates. It is the responsibility of the contractor to determine all needs to complete the repair work identified in the write-up.
5. All materials & labor will be furnished by the contractor.
6. All material must be code-approved. All work must comply with code.
7. The contractor must secure all necessary permits.
8. The contractor is responsible for all inspections required prior to final payment.
9. All cuts, openings, and/or damage to existing conditions made by the Contractor in completing the project shall be properly repaired and patched to match existing in a workman like manner and be made at the contractor's expense.
10. All bids must be good for at least 180 days.
11. The contractor is to remove all debris from the property upon completion.
12. The contractor is to bring all work to the finished stage unless otherwise specified.


Contractor's signature: _____

08/22/2018
Date: _____

List all sub-contractors, their addresses and phone numbers below:

Duane Miller Construction - Benson - 320-979-3094

Must be signed!

Sworn Construction Statement

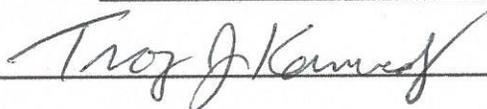
To be signed by all contractors prior to release of the final balance of loan proceeds by Administrators to contractors.

State of Minnesota
County of: **SWIFT**

The undersigned, hereinafter called "Contractor," being duly sworn as Contractor improving the property of **City of Appleton Demo Properties** having the **parcel numbers of 22-0080-000, 22-0081-000, 22-0083-000. City of Appleton**. State of Minnesota, deposes and says that the following are the names of all parties who had or currently have contacts or subcontracts with the Contractor, for specific portions of the work on said property and building; or had or currently have contracts or subcontracts with the Contractor for material or who have contributed materials at the Contractor's request entering into the construction thereof; and that the items set forth below include all labor and materials contracted by or obtained at the request of the Contractor required to complete the work according to the Specifications and drawings of the Contract; that there are no other contracts outstanding entered into by the Contractor or the Contractor's subcontractors.

Subcontractors name:	Permit #:	Describe repair

Contractor name: T & K Kennedy Excavating, Inc.

Signature: 

Title: President

Date: 08/22/2018

Prepared by: SWIFT COUNTY
Signature: Kimberly Saterbak
Kimberly Saterbak/Swift County Auditor

Sworn Construction Statement

To be signed by all contractors prior to release of the final balance of loan proceeds by Administrators to contractors.

State of Minnesota
County of: **SWIFT**

The undersigned, hereinafter called "Contractor," being duly sworn as Contractor improving the property of **City of Appleton Demo Properties** having the **parcel numbers of 22-0080-000, 22-0081-000, 22-0083-000. City of Appleton.** State of Minnesota, deposes and says that the following are the names of all parties who had or currently have contracts or subcontracts with the Contractor, for specific portions of the work on said property and building; or had or currently have contracts or subcontracts with the Contractor for material or who have contributed materials at the Contractor's request entering into the construction thereof; and that the items set forth below include all labor and materials contracted by or obtained at the request of the Contractor required to complete the work according to the Specifications and drawings of the Contract; that there are no other contracts outstanding entered into by the Contractor or the Contractor's subcontractors.

Subcontractors name:	Permit #:	Describe repair
Duane Miller Construction		Garage wall restoration

Contractor name: T & K Kennedy Excavating, Inc.

Signature: _____

Title: President

Date: 08/22/2018

Prepared by: SWIFT COUNTY
Signature: *Kimberly Saterbak*
Kimberly Saterbak/Swift County Auditor

Appleton Building Demo



Subdivision/Estimated Physical Location *	Parcel No.	Description	Blk/Twp	Appraised Value	Vacant Lot	Lot Size
City of Appleton Robinson's 2nd Addition - Corner of N Miles Street and W Snelling Avenue, Appleton, MN - See GIS Photo	22-0080-000	S 25 ft of Lots 13, 14, 15, and 16, Block 12 and the N 3ft of S 28 Ft of Lots 13 and 14, and the W 20 ft of N 3 ft of S 28 ft of lot 15, block 12, Robinson's 2nd Addition, City of Appleton	12	\$ 1.00	no	25' x 100' and 3' x 70'
Robinson's 2nd Addition - Corner of N Miles Street and W Snelling Avenue, Appleton, MN - See GIS Photo	22-0081-000	E 5 ft of N 29 ft of S 53 ft of Lot 15, N 28 Ft of S 53 ft of Lot 16 & s 53 ft of Lot 17, Block 12, Robinson's 2nd Addition, City of Appleton	12	\$ 1.00	no	30' x 28' and 25' x 53'
Robinson's 2nd Addition - Corner of N Miles Street and W Snelling Avenue, Appleton, MN - See GIS Photo (Old Floral Shop)	22-0083-000	Lot 18, Block 12 Robinson's 2nd Addition, City of Appleton	12	\$ 1.00	no	25' x 132'

Proposal

- GENERAL EXCAVATING
- GRAVEL
- BLACK DIRT
- BACK HOE WORK

T & K KENNEDY EXCAVATING, INC.

250 Hwy. 12 SE, Benson, MN 56215
OFFICE 320-842-4911 FAX 320-843-4727

Licensed Designer & Installer of Septic Systems

- SNOW REMOVAL
- CAT WORK
- DEMOLITION
- WATER AND SEWER

PROPOSAL SUBMITTED TO: Swift County Auditor		PHONE:	DATE: 08/22/2018
STREET: 301 14th St N		JOB NAME: City of Appleton Building Demolition	
CITY, STATE, AND ZIP CODE: Benson, MN 56215		JOB LOCATION: Appleton, MN	
ARCHITECT:	DATE OF PLANS:	JOB PHONE:	

We hereby submit specifications and estimates for:

Complete demolition, removal and disposal of buildings on parcels 22-0080-000, 22-0081-000 and 22-0083-000 to a certified landfill

Disconnect sewer services at property line

Disconnect water services at water main

Wall restoration of existing garage

Tree removal and disposal

Sidewalk and curb and gutter replacement in areas of water service disconnections

Furnish, level and compact granular material within 4 inches of existing grade

Furnish and level 4 inches of topsoil and seed

City of Appleton Permits

Street patching in water service disconnection areas

*Deduct for leaving the footing and wall in place along the back side of the sidewalk on W Snelling and N Miles St \$24,360.00

*If we are able to separate nonhazardous from hazardous demolition materials the difference in trucking and disposal would be a deduct of \$675.00 per load

~~We Propose~~ hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Two hundred seventeen thousand eighty dollars and 00/100 dollars (\$ 217,080.00).

Payment to be made as follows:

Progress payments Performance Bond: \$4,257.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____



Request for Board Action

BOARD MEETING DATE:
September 4, 2018

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-314-8399
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Presentation, review, and discussion of Swift County's Preliminary 2019 Budget and Levy	
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 28. They are also required to set the TNT meeting by September 28.
BACKGROUND/JUSTIFICATION: The full budget and supporting document on the preliminary 2019 Budget and Levy is included in the supplemental material. The board is asked to review and discuss the proposed preliminary budget and levy. Action will be requested to be taken by the Board's September 18 meeting.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Was not submitted for review	RECOMMENDATIONS: Review and discuss
COMMENTS: n/a	COMMENTS: None