

Notice & Agenda

Swift County Board of Commissioners

Tuesday, September 6, 2016

9:00 AM

Swift County Board Room – 301 14th St N, Benson, MN

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:03 a.m.		Consent Agenda
	1-2	(1) Minutes from the August 18, 2016 Meeting
	3-4	(2) Consider Final Board Approval for payment on project SP 076-030-004 (CSAH 1, 9, 38, & 102)
	5-8	(3) Consider approval of a 2 year lease agreement for property on CSAH 6 from Stanley Hippe
	9	(4) Consider approving a tobacco licenses for Dollar General Store #17229 in Appleton
	10-25	(5) Consider approval of the FY17 Veterans Service Office Operational Improvement Grant
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
9:05 a.m.		Andrew R. Lang, Candidate for Senate District 17
9:15 a.m.	26-76	Public hearing concerning the approval of a five-year capital improvement plan and consider approving said plan
9:25 a.m.		Commissioner and Board reports
9:40 a.m.		Citizens Comments
9:40 a.m.		Kurt Waldbillig, SCBH CEO and Dan Enderson, SCBH CFO
	77-80	SCBH Assisted Living Discussion
9:55 a.m.		Jennifer Frost, Rural Development Authority
	81	Consider approving an extension of the time to disburse the Do Mats loan until Dec. 31, 2016
	82-92	Consider approval of a loan in an amount no greater than \$105,000 for Mi Mexico owners Stephanie and Juan Cid
10:05 a.m.		David Barrett, Veteran's Service Officer
	93-95	Veteran's Service Office Annual Update
10:15 a.m.		Mike Pogge-Weaver, County Administrator
	96	2017 Preliminary County Budget Presentation County Administrator Report
		Other Business
	97-99	Consider approving a resolution on the 2017 Budget and Levy for the HRA
	97 & 100-101	Consider approving a resolution on the 2017 Budget and Levy for the RDA

Swift County Board of Commissioners
September 2, 2016 Meeting Agenda
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<u>Time</u>	<u>Reference</u>	<u>Item</u>
	None	Closed session to discuss certain issues for government property purchases Consider approving a closed meeting to discuss certain issues for government property purchases on property located at 2168 Hwy 59 SW, Appleton, MN 56208, Parcel Number 01-0060-000. (§ 13D.05, subd. 3) Closed session to discuss certain issues for government property purchases Adjourn close session and return to open session
	None	Closed session to consider strategy for labor negotiations Consider approving a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25. (§13D.03) Closed session to consider strategy for labor negotiations Adjourn close session and return to open session
12:00 Noon		Adjournment

SWIFT COUNTY BOARD MINUTES

August 16, 2016

Chairman Peter Peterson called the meeting to order at 11:00 AM with all present. Also in attendance was County Administrator Mike Pogge-Weaver.

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

08-16-16-01 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the agenda as presented. Motion carried unanimously.

08-16-16-02 Commissioner Rudningen moved and Commissioner E. Pederson seconded to approve, with a correction to the July 25th minutes, the Consent Agenda which consisted of: (1) Minutes from the July 25, 2016 Special Meeting, (2) Minutes from the August 2, 2016 Regular Meeting, and (3) Approval of a 2016-2019 Contract with Maximus to review financial information for 2015, 2016, and 2017. Motion carried unanimously.

08-16-16-03 Commissioner Fox moved and Commissioner Rudningen seconded to approve the Commissioner warrants as follows: Revenue: \$56,219.93; Solid Waste: \$35,472.16; Road and Bridge: \$59,417.20; Human Services: \$324.92; and County Ditches: \$1,192.50 which includes the following bills over \$2,000: CliftonLarsonAllen LLP, \$8,600.00; Commerford Gravel Inc., \$8,466.25; Computer Professionals Unlimited Inc., \$5,441.04; Kandiyohi County Sheriff's Dept., \$5,184.83; Maney International of Alexandria, \$3,610.14; Pflipsen Trucking LLC, \$12,727.00; Schneider Corporation, \$10,574.70; Towmaster Inc., \$37,290.70; Tyler Technologies, Inc., \$4,700.00; and Waste Management of Northern Minnesota, \$18,312.64. Motion carried unanimously.

Safe Avenues Executive Director Jen Johnson gave an update.

Pioneerland Public Library Librarians Cindy Hendrickx and Dawn Dailey gave an update.

Soil and Water Conservation District Chairman Dale Schlieman and Office Manager Sheri Gades gave an update.

08-16-16-04 Commissioner Rudningen moved and Commissioner Hendrickx seconded to appoint Commissioner E. Pederson and Commissioner Fox to a taskforce to look at Soil and Water Conservation District, Pomme de Terre River Watershed, Chippewa River Watershed and Environmental Services working together on the water plan and the One Watershed One Plan to determine how to best leverage money for the plans.

Environmental Services Director Scott Collins requested approval of Conditional Use Permit #5298 requested by Broberg Farms (Owner) to expand their hog finishing operation by building a 101' x 9' x 208' confinement barn with an 8' manure pit underneath the entire barn resulting in an animal unit increase from 720 (2,400 head of swine) to 1,500 (5,000 head of swine).

08-16-16-05 Commissioner Rudningen moved and Commissioner Fox seconded to approve CUP #5298. Motion carried unanimously.

Director Collins further requested approval of Conditional Use Permit #5302 requested by David D. & Laurie A. Peterson (Owner) to build a 104' x 60' shop to use as an automotive sales, repair shop and an agricultural farm repair, maintenance shop, along with a 30' x 30' office and a 104' x 30' cold storage area. Several conditions were updated or added during the Planning and Zoning Commission meeting.

08-16-16-06 Commissioner Rudningen moved and Commissioner E. Pederson seconded to approve CUP #5302. Motion carried unanimously.

The board recessed for lunch at 12:05 PM and reconvened at 1:00 PM.

Doug Host of CliftonLarsonAllen presented the 2015 Annual Audit.

Senator Lyle Koenen presented the board with legislative updates and answered questions.

Board and Committee Reports were given as follows: Commissioner Fox reported on Well-Being Committee and Woodland Centers. Commissioner Edward Pederson reported on RDA and Soil & Water Conservation District. Commissioner Rudningen reported on Well-Being Committee, tour with Fair Board, Planning and Zoning, and Glacial Ridge Scenic Byway. Commissioner Hendrickx reported on 6W Corrections, METS Workgroup, SPCC, and Prairie Water Annual Meeting. Chairman Pete Peterson reported on 6W Corrections, Countryside Public Health, and the tour with the Fair Board.

Administrator Pogge-Weaver updated the board on the meeting with Duininck's and West Bank and Swenoda Townships, Diamond Village update, rental house update, and the budget process.

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

08-16-16-07 Commissioner Rudningen moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 2:13 PM.

WITNESSED:

Peter Peterson, Chair

ATTEST:

Michel Pogge-Weaver, Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
September 6, 2016

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 Final Board Approval for payment on project SP 076-030-004 (CSAH 1, 9, 38, & 102)	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? yes	EXPLANATION OF MANDATE: Statute
BACKGROUND/JUSTIFICATION: Work to sealcoat CSAH 1, from TH 7 to TH 12; CSAH 9, from South Co Line to Holloway; CSAH 38, from TH 59 to 1 Mile East; and CSAH 102, within Holloway is complete and final payment needs to be made. The project was completed by Morris Sealcoat & Trucking, Inc. The final payment is in the amount of \$11,686.25 for the final contract amount totaling \$233,725.07	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING:	State, Federal & County
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Review/Recommendation

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

RESOLUTION

WHEREAS, State Aid Project 076-030-004 has in all things been completed and the County Board being fully advised in the premise.

NOW THEREFORE BE IT RESOLVED, that the County of Swift hereby accepts said completed projects for and in behalf of the County of Swift and authorizes final payment to Morris Sealcoat & Trucking, Inc. in the amount of \$11,686.25 for the final contract amount totaling \$233,725.07.

Dated at Benson, Minnesota this 16th day of August, 2016

Swift County Board of Commissioners

Peter Peterson, 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 August, 2016.

Michel Pogge-Weaver, Swift County Administrator



Request for Board Action

BOARD MEETING DATE:
September 6, 2016

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: 2 year lease agreement for the lease of the counties stock pile site on CSAH 6 from Stanley Hippe.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: This is has been an on-going lease agreement that is renewed every 2 years the cost has stayed the same as the last agreement.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? none	

Budget Information

FUNDING:	State, County
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Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will be reviewed prior to final 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, 2017, and shall continue through December 31, 2018.

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, 2017.

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, 2018”

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, 2018. 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, 2018.

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 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: _____
Peter Peterson, 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 6 2016

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of tobacco licenses for the following businesses: Dollar General Store #17229.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Tobacco licenses are required to be reviewed by the Board of Commissioners
BACKGROUND/JUSTIFICATION: Yearly renewal of tobacco license.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	The license has been reviewed by the County Attorney and County Sherriff. Both have signed off on the licenses. No violations of their licenses have been reported.

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Approval	RECOMMENDATIONS:
COMMENTS: None	COMMENTS: None



Request for Board Action

BOARD MEETING DATE:
September 6, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Veteran Service Office	REQUESTOR: David Barrett	REQUESTOR PHONE: 320-842-5271
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of the FY17 Veterans Service Office Operational Improvement 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 Veterans Affairs Operational Improvement Grant serves the purpose of providing outreach to our county veterans as well as enhancing operations of the county veterans service office. This grant has been key in bolstering the effectiveness of the Swift County Veterans Service Office in the past.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	FY16 Veterans Service Office Operational Improvement Grant Approved

Budget Information

FUNDING: N/A

Review/Recommendation

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

RESOLUTION OF SWIFT COUNTY

BE IT RESOLVED by **SWIFT County** that the County enter into the attached Grant Agreement with the **Minnesota Department of Veterans Affairs (MDVA)** to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program**. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in Minnesota Laws 2015, Chapter 77 Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by SWIFT County that David Barrett, the *County Veterans Service Officer*, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at a regular meeting of the County Board Chair this sixth day of September, 2016.

Board Chair
Authorized Signature and Title

September 6, 2016
Date

STATE OF MINNESOTA

SWIFT COUNTY

I, **Michel J. Pogge-Weaver** do hereby certify that I am the custodian of the minutes of all proceedings had and held by the **County Board** of said **SWIFT County**, that I have compared the above resolution with the original passed and adopted by the **County Board** of said **SWIFT County** at a **regular** meeting thereof held on the **6th day of September 2016 at 9:00 am** and that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this **6th day of September 2016** and have hereunto affixed the seal of the County.

Swift County Administrator and Clerk of the Board
Authorized Signature and Title

(Raised SEAL HERE)

**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its Commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and **Swift County, Courthouse, 301 14th St N, Benson, MN, 56215** ("Grantee").

Recitals

1. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, the State is empowered to enter into this grant.
2. The State is in need of enhancing the operation of the County Veterans Service Offices. This grant must be used to enhance the operations of the Grantee's County Veterans Service Office under Minnesota Statutes §197.608, Subdivision 4(a), and should not be used to supplant or replace other funding.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

- 1.1 **Effective date: July 1, 2016** or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant agreement until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work, except as permitted by Minnesota Statutes §16B.98, Subdivision 11.

- 1.2 **Expiration date: June 30, 2017**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2. Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Conduct the County Veterans Service Office Operational Enhancement Grant Program ("**Program**") by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2017, identified as Attachment A, which is attached and incorporated into this grant agreement.
- 2.3 If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2017, Attachment A, they shall submit a written request to the State's Grants Specialist listing the item, the estimated cost, and how the item will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from MDVA.

- 2.4 Comply with the requirements specified in the MDVA Grants Manual (Rev. 2), Attachment D, which is available on the MDVA Website - Grants Page: <http://mn.gov/mdva/resources/federalresources/grants/>. In the event that any provision of the MDVA Grants Manual is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.5 Submit the current annual County Budget for the County Veterans Service Office Operational Enhancement Program to MDVA along with the signed FY2017 Grant Agreement at the beginning of the grant period (Ref: Attachment E – CVSO County Budget Example.) This grant is to be used only as authorized under Minnesota Statute 197.608, Subd.5. This grant must not be used to supplant any existing funding, or to duplicate any programs or services available to veterans from other agencies or organizations.
- 2.6 Upon the conclusion of this grant, the Grantee shall submit a Final Report to MDVA, as outlined in the MDVA Grants Manual (Rev. 2), in sufficient detail and to the satisfaction of the State, which provides a context for the grant outcomes and accounts for all grant funds expended. If the Grantee is eligible for a grant under this Program in the following fiscal year, MDVA will not enter into a new grant agreement nor issue any payment, until the Final Report for the current fiscal year has been received and approved by the MDVA Grants Specialist.
- 2.7 In the event that any provision of the Grantee’s charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.8 Disclose immediately to the State Grants Specialist in writing, all personal or professional Conflict of Interest situations that arise, at any time, during the administration of the grant, in order to determine if corrective action is necessary. (Ref: MDVA Grants Manual, Rev. 2, Appendix G.)
- 2.9 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grants Manual (Rev. 2), including a final inspection upon grant completion.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4. Consideration and Payment

- 4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:
 - 4.1.1 **Compensation.** The Grantee will be paid an Advanced Payment lump sum of **\$7,500** and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved for Fiscal Year 2017, Attachment A. To ensure compliance with the duties listed in Clause 2 “Grantee’s Duties,” Grantee will complete provided (Microsoft Excel Spreadsheets) Work Plan and Proposed Budget Expenditure Spreadsheet, identified as Attachment B, a sample of which is attached and incorporated into this grant agreement, and Final Report and Budget Expenditure Spreadsheet, identified as Attachment C, a sample of which is attached and incorporated into this grant agreement. Grantee will submit Attachments B and C to the State consistent with the requirements specified in the MDVA Grants Manual (Rev. 2).

- 4.1.2 **Travel Expenses.** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The Grantee will report travel and subsistence expenses on the Travel Expense Worksheet, (as provided in the MDVA Grants Manual (Rev. 2), Appendix F), in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB).

Travel and subsistence expenses incurred outside Minnesota in neighboring States is allowed, when necessary for the accomplishment of routine tasks (e.g. transporting Veterans to medical appointments, attending conferences etc.) related to the County Veteran Service Officer work.

- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$7,500, (SEVEN THOUSAND, FIVE HUNDRED DOLLARS.)**

4.2 **Payment**

- 4.2.1 **Invoices.** The State will promptly pay the Grantee an Advance Payment lump sum payment as specified in Clause 4.1.3 upon execution of this Grant agreement.
- 4.2.2 **Eligible Costs.** In order to be eligible for Grant Funds, costs must be reasonable, necessary, and allocated to the grant, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant to Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2, and this Grant agreement.
- 4.2.3 **Unexpended Funds.** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's Duties, and shall promptly return to the MDVA any funds greater than \$25.00 not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 60 days of the end of the grant period, whichever comes first.

4.3 **Contracting and Bidding Requirements**

- 4.3.1 **Invoices.** Any services and/or materials that are expected to cost \$25,000 or more must undergo a formal notice and bidding process.
- 4.3.2 Any services and/or materials that are expected to cost between \$10,000 and \$24,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- 4.3.3 Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.
- 4.3.4 Support documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- 4.3.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

- 4.3.6 The Grantee will record Contracting and Bidding quotes according to the bidding thresholds specified above on the Contracting and Bidding Log Sheet, as provided in the MDVA Grants Manual (Rev. 2), Appendix I and submit with the Final Report (as applicable.)

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment, or will return payment already received, for work found by the State to be **unsatisfactory** or performed in violation of federal, state, or local law. The Grantee will be bound to the current MDVA Grants Manual, (Rev. 2) as provided by the State.

6. Authorized Representative

The State's Authorized Representative is **Brad Lindsay**, Deputy Commissioner, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12th Street, St. Paul, Minnesota 55155, 651-757-1582, brad.lindsay@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant agreement.

The Grantee's Authorized Representative is **David Barrett**, CVSO, Swift County, Courthouse, 301 14th St N, Benson, MN, 56215, (320) 842-5271, dave.barrett@co.swift.mn.us, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant 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 grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

9. State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Intellectual Property

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 **Intellectual Property Rights**

10.2.1 **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents *created and paid for under this Grant Agreement*. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Agreement. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this Grant Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the

State's Authorized Representative with complete information and/or disclosure thereon.

- 10.2.2.2 *Representation.* The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

- 12.1 *Publicity.* Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Grants Specialist. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.
- 12.2 *Endorsement.* The Grantee must not claim that the State endorses its products or services.

13. Governing Law, Jurisdiction, and Venue

- 13.1 Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination

- 14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this Grant agreement if the State finds that there has been a failure to comply with the provisions of this Grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not commence the grant project within six (6) months of the effective date of this Grant agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this Grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Grant Contract if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature;
 - 14.3.2 Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s): _____

2. GRANTEE: Swift County

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.

Grantee: _____

Title: _____

Date: _____

Grantee: _____

Title: _____

Date: _____

3. STATE AGENCY: MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

Signed: _____
(With delegated authority)

Title: _____

Date: _____

Distribution:

Agency
Grantee
State's Authorized Representative - Photo Copy

ATTACHMENT A

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes.

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- To enhance the operations of the county veterans service office.

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

CVSO Grant - Items Approved/Disapproved – FY2017	
<i>Expenses must be incurred <u>before</u> the end of the grant period (June 30, 2017)</i>	
EQUIPMENT & SUPPLIES	
Monitors and Dual monitor video cards	Teleconferencing equipment
Laptops/Tablet PC's/I-Pad (<i>including accessories</i>)	Paper shredders or shredding contracts
Personal computers - Desktop	TV /DVD combinations
Printers/Scanners	Mobile broadband data access device/Hotspot <i>(No monthly contracts or fees.)</i>
Phone & Internet Service/Cellular Phones/ Smart Phones	Fax machines and installation of initial phone line <i>(No monthly contracts or fees.)</i>
Photo copiers (<i>or 12 month lease</i>) (<i>Including user maintenance agreements.</i>)	Digital Cameras
Digital Video Recorders	Digital Projectors – LCD/DLP
Office Supplies related to administering the CVSO grant (e.g. copy paper, toner cartridges, ink cartridges, etc.).	Office Furniture that <i>is necessary</i> and is directly related to computerization and organization efforts (required furniture for newly purchased equipment such as computer desk, printer stand, scanner table, etc. or other items to increase organization like filing cabinets, etc.). Office Furniture that <i>is necessary</i> and is directly related to new/increased staffing (desk, chair, cubicles, etc.).
Headsets – Phone ONLY	Label printers and supplies

SOFTWARE & COMPUTER TRAINING	
Webinars	Trainings (Microsoft Office – WORD, Excel) etc.
Veterans Information/Case Management Systems and Software (<i>Including user maintenance agreements.</i>)	

MARKETING	
Marketing expenses (Display boards, radio airtime, TV airtime and newspaper ads,	*Publicity Items (<i>Magnets, Brochures, Challenge Coins – must include reference to LinkVet</i>) up to a maximum of

billboards, CVSO shirts & jackets (<i>Must display the LinkVet logo</i>)	15% of the annual CVSO grant amount. (e.g. Total Grant Amount \$7,500 = \$1,125 publicity items.)
--	---

VETERANS SERVICE	
Expenses related to the goal of reducing Veteran homelessness (<i>Must be pre-approved</i>)	Staff expenses for new/increased staff or to fund staff that were previously hired utilizing this grant that provide direct services to veterans.
Training at local colleges – Includes all staff in CVSO Office and must relate to the position of CVSO. (<i>Must be pre-approved</i>)	Travel expenses related to MACVSO / MDVA/ USDVA sponsored training events. (<i>Including transportation, lodging and registration fees</i>)
Transportation expenses related to the transport of Veterans needing to access their benefits (Including van/vehicle purchases for this primary purpose, maintenance, fuel, etc.)	Required NACVSO Accreditation/CEU/CVA Training – Must provide a “Certificate of Completion” after training. (<i>Transportation, Lodging and Registration</i>)
Medical Expenses to pay for 2 nd opinions on previously denied VA disability claims.	“Outreach” Expenses such as benefits fairs, town halls and seminars <u>are</u> allowed however the primary purpose of the event must be to provide information about Veterans benefits. <i>Refreshments & food over \$500.00 must be pre-approved</i>)
Expenses related to the reintegration of returning service members (Including travel expenses to official reintegration events)	Employee Meals related to official travel for required training are allowable as specified in Chapter 15 – Expense Reimbursement per the State of Minnesota “Commissioner’s Plan” located at www.mn.gov/mmb Website.
Veteran Medallion Samples (VA Marker) (three sizes) to display in the office Veteran Cemetery Markers/Flag Holders (Replacement of damaged/stolen MDVA supplied) Veteran Cemetery Markers/Flag Holders (New for Veterans not eligible for MDVA supplied)	Gift Cards (gas, public transportation, food etc.) are allowable. Must keep a detailed record using the Gift Certificate Log Spreadsheet. Note: Gift Certificates must be distributed to Veterans within the same grant period as when purchased and before the grant Expiration Date (June 30.)
Expenses related to the collaboration with other social service agencies , educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.	
Note: A detailed Account Activity Statement including 1) Veteran Name, 2) Total Dollars, 3) Payee info and 4) Description is required for the Final Closeout Report.	

Also Approved:

- Reference materials (medical dictionaries, VA rules and regulations manuals, etc.).
- Up to one year of extended warranties/extended maintenance contracts on equipment and related software purchased during this grant cycle ONLY.
- Payments made to a third party on behalf of a veteran, their survivors or their dependents, such as mortgage, rent, auto loans, insurance, credit cards, etc. *with prior State approval.*

***NOTE: The maximum purchase price for certain items does NOT include tax or shipping charges.**

Items Not Approved:

- Direct cash assistance payments to veterans, their survivors or dependents.
- Donations (includes contributions to organizations that “advertise” donors)

Attachment B - Sample Only

	A	B	C	D
1	CVSO Workplan & <i>proposed</i> Budget Expenditures Spreadsheet			
2	County Name:			
3	CVSO Authorized Representative Name:			
4	Project Name:	County Veterans Service Office Operational Enhancement Grant Program		
5	Legal Citation:	Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2		
6	Period Covered by Request:	FY2017 (July 1, 2016 - June 30, 2017)		
7	SECTION ONE - Workplan			
8	Please provide a brief description of CVSO's intended use of CVSO grant funds.			
9				
10	SECTION TWO - <i>proposed</i> Budget Expenditures Spreadsheet			
11	Instructions:			
12	Column A - Enter your proposed Budget Items			
13	Column B - Enter your <i>estimated</i> Budget Amounts			
14				
15	HINT: To add more rows, 1) SELECT the HOME tab (next to FILE top left of screen). 2) Put cursor in far left column and SELECT a row within the budget spreadsheet (row will be hi-lighted). 3) PRESS CNTL + "C" (at the same time.) 4) Then select INSERT (located top right on screen).			
16	The <i>proposed Budget Expenditure Spreadsheet</i> is pre-programmed to calculate totals.			
17	Budget Category/Budget Item <small>(e.g. Publicity/Newspaper, Travel/WACVSO etc.)</small>	Budget Amount	Submitted Receipts <small>(leave blank)</small>	Ending Balance
18	Reference: Grant Agreement (Attachment A - "CVSO Operational Enhancement Grant Items Approved/Disapproved" List			
19				\$0.00
20				\$0.00
21				\$0.00
22				\$0.00
23				\$0.00
24				\$0.00
25				\$0.00
26	Column Total	\$ -	\$ -	\$0.00

Attachment C – (Sections One & Two)

	A	B	C	D	E	F
1	CVSO Final Report and Budget Expenditures Report					
2	Grantee's Name: _____					
3	CVSO's Name: _____					
4	Project Name: <u>County Veterans Service Office Operational Enhancement Grant Program</u>					
5	Legal Citation: <u>Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2</u>					
6	Period Covered by Request: <u>FY2017 (July 1, 2016 - June 30, 2017)</u>					
7						
8	SECTION ONE - CVSO Progress Report/Summary Statement					
	Grant Expenditure Summary Statement					
	In 1-2 paragraphs, please describe the background/context for this years' CVSO grant expenditures. For instance:					
9	<ul style="list-style-type: none"> • Do grant expenditures address a particular “gap” in services to Veterans unique to your County? • Are your expenditures related to new programming this year? • Are there other significant “gaps” in services unique to your County? 					
10						
11	SECTION TWO - CVSO Metrics					
12	1. Total number of Full-time (% FTE) CVSO Staff (filled): _____					
13	2. Total number of Full-time (% FTE) CVSO Staff (open): _____					
14	3. Total County CVSO Program Budget: _____					
15	4. Total Number Veteran/Family Office Visits: _____					
16	5. Total Number Veteran/Family Outreach Visits: _____					

Attachment C – (Sections Three)

17	SECTION THREE - Final Budget Expenditures Report Instructions					
18	1. Copy your original <i>proposed</i> Budget items and Amounts to the Final Budget Expenditure Report spreadsheet below.					
19	2. Add any <i>new</i> Budget Items (Column A) not originally included in the <i>proposed</i> Budget Expenditure Report (HINT - Copy blank rows into the spreadsheet first to retain your pre-programmed formulas)					
20	3. Enter each <i>individual</i> Receipt/Invoice Amount (Column E) for each Budget Item with an expenditure. (Note: In some cases there may be Budget items from your original budget with no expenditures)					
21	4. Document Proof of Payment by including the Warrant or Check Number (not required when a County Expenditure Activity Report is submitted)					
22						
23	<u>Final Budget Expenditure Report - SAMPLE</u>					
24	Budget CATEGORY (Ref: Attachment A)	Budget Amount (original)	Budget ITEM (Publicity, Travel etc.)	Invoice/ Receipt (Page #'s)	Total \$ (Submitted Receipts)	Ending Balance
25	Reference: Grant Agreement (Attachment A - "CVSO Operational Enhancement Grant Items Approved/Disapproved" List					
26	Advertising	\$ 2,000.00	Billboard		\$ 750.00	\$ 1,750.00
27	"		Radio Ads		\$ 500.00	
28	"		Newspaper Ads		\$ 500.00	
29	Travel	\$ 500.00	NACVSO Training		\$ 650.00	\$ 650.00
30	Publicity Items	\$ 500.00				\$ -
31	Equipment	\$ 2,000.00	Dell Computer		\$ 1,650.00	\$ 2,950.00
32	"		Printer		\$ 550.00	
33	"		Monitor		\$ 750.00	
34	New Staff Salary	\$ 2,500.00	Temp Worker		\$ 1,500.00	\$ 1,500.00
35	\$25 Gas cards				\$ 650.00	\$ 650.00
36	Column Total	\$ 7,500.00			\$ 7,500.00	\$ 7,500.00

Attachment D

MDVA Grants Manual Rev. 2 (available on the MDVA Website - Grants Page:

[http://mn.gov/mdva/resources/federalresources/grants/.](http://mn.gov/mdva/resources/federalresources/grants/))

Attachment E

County Budget EXAMPLE - County Veteran Service Office Program

Report ID: IABAAE01 - ABC9-0 Rev 9/27/2015
Run Date: 04/15/2016 9:11 AM

County of
Revenues and Expenses by Unit - Budget Vs Actual for BFY 2016
Thru Period: 3/2016

Page 1 of 3

Fund: 0100 - Human Services Fund		Dept: 0011 - VETERANS SERVICES			Unit: 1930 - Veterans Services			Budget Vs Actual		
		Current Period			Year To Date					
Code	Object / Rev Source Name	Encumbrances	Expenditures/Revenues	Total Obligations/Revenues	Encumbrances	Expenditures/Revenues	Total Obligations/Revenues	Current Budget	Amount Available	Percent Available
Expenses										
Appr: AA1 Salaries & Benefits										
0111	Full-Time Salaries		\$23,092.95	\$23,092.95		\$45,254.21	\$45,254.21	\$199,719	\$193,461.35	77.23 %
0113	Overtime Salaries							\$0	\$0.00	0.00 %
0116	On-Call							\$25,500	\$25,920.00	100.00 %
0120	Vacation		\$2,101.79	\$2,101.79		\$8,280.13	\$8,280.13	\$0	\$4,280.13	0.00 %
0121	Holiday					\$3,079.30	\$3,079.30	\$0	\$3,079.30	0.00 %
0122	Sick Leave		\$445.04	\$445.04		\$1,100.85	\$1,100.85	\$0	\$-1,100.85	0.00 %
0124	Misc Non-Productive							\$0	\$0.00	0.00 %
0140	Employee Recognition							\$45	\$45.00	100.00 %
0140	Salary Expenses Subtotal:		\$25,639.79	\$25,639.79		\$54,714.49	\$54,714.49	\$324,261	\$169,546.67	75.60 %
0100	Life Insurance					\$153.74	\$153.74	\$970	\$916.00	84.15 %
0101	Health Insurance		\$1,950.50	\$1,950.50		\$11,703.00	\$11,703.00	\$32,594	\$20,851.04	64.00 %
0152	Para-County Share		\$1,228.79	\$1,228.79		\$4,246.12	\$4,246.12	\$14,407	\$10,180.79	70.53 %
0153	Para-County Share		\$1,238.67	\$1,238.67		\$4,241.45	\$4,241.45	\$15,202	\$10,960.21	72.10 %
0156	Other Post Emp Benefits							\$2,917	\$2,917.00	100.00 %
0157	Benefits Administration		\$65.00	\$65.00		\$910.00	\$910.00	\$1,549	\$1,036.96	67.07 %
0159	Dental Insurance					\$45.27	\$45.27	\$435	\$395.69	90.82 %
0162	LT Disability Ins							\$0	\$0.00	0.00 %
Appr AA1 Total:		\$0.00	\$30,141.65	\$30,141.65	\$0.00	\$76,614.87	\$76,614.07	\$283,679	\$218,254.82	74.27 %
Expenses										
Appr: AA2 Charges & Services										
0206	Staff Development					\$1,373.44	\$1,373.44	\$3,050	\$2,576.58	84.23 %
0211	Telephone & Communications		\$128.81	\$128.81		\$404.50	\$404.50	\$2,000	\$1,595.00	79.75 %
0212	Postage & Freight		\$200.24	\$200.24		\$612.73	\$612.73	\$3,300	\$2,987.27	81.43 %
0220	Printing & Binding							\$90	\$400.00	100.00 %
0231	Publishing & Advertising		\$392.00	\$392.00		\$392.00	\$392.00	\$100	\$-292.00	0.00 %
0232	Memberships & Dues					\$250.00	\$250.00	\$390	\$100.00	27.78 %
0291	Insurance		\$182.34	\$182.34		\$457.02	\$457.02	\$1,995	\$1,985.00	100.00 %
0410	Office Supplies & Stationery		\$119.72	\$119.72		\$119.72	\$119.72	\$1,200	\$1,080.28	90.02 %
0441	Books & Periodicals							\$200	\$200.00	100.00 %
0461	Gasoline Diesel & Other Fuels		\$233.74	\$233.74		\$500.18	\$500.18	\$9,352	\$8,791.82	94.01 %
0484	Other Vehicle Repairs & Maint					\$107.07	\$107.07	\$2,300	\$2,192.93	95.34 %
Appr AA2 Total:		\$0.00	\$1,283.35	\$1,283.35	\$0.00	\$4,597.16	\$4,287.18	\$26,983	\$22,635.84	84.11 %
Expenses										
Appr: AA6 Computers, Equipment, & Furniture										
0810	Furniture & Equipment							\$0	\$0.00	0.00 %
0811	Computer Equipment		\$0.00	\$0.00		\$0.00	\$0.00	\$0	\$0.00	0.00 %
Appr AA6 Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00	0.00 %
Expenses										
Appr: AA8 Total: IntraGovernmental										
0111	Full-Time Salaries		\$5,385.50	\$5,385.50		\$12,150.81	\$12,150.81	\$59,891	\$47,130.66	78.71 %
0120	Vacation		\$460.65	\$460.65		\$976.84	\$976.84	\$0	\$-476.84	0.00 %
0121	Holiday					\$1,003.92	\$1,003.92	\$0	\$-1,003.92	0.00 %
0124	Misc Non-Productive							\$0	\$0.00	0.00 %
0140	Employee Recognition							\$15	\$15.00	100.00 %
0140	Salary Expenses Subtotal:		\$5,836.05	\$5,836.05		\$14,430.07	\$14,430.07	\$69,896	\$46,665.80	78.91 %
0100	Life Insurance					\$48.80	\$48.80	\$303	\$236.49	64.54 %
0101	Health Insurance		\$320.50	\$320.50		\$1,911.50	\$1,911.50	\$0	\$-1,911.50	0.00 %
0152	Para-County Share		\$337.82	\$337.82		\$1,176.83	\$1,176.83	\$4,341	\$3,155.64	72.82 %
0153	Para-County Share		\$331.80	\$331.80		\$1,146.54	\$1,146.54	\$4,581	\$3,434.24	74.87 %
0156	Other Post Emp Benefits							\$774	\$774.00	100.00 %
0157	Benefits Administration							\$955	\$635.00	66.84 %
0160	Dental Insurance		\$25.00	\$25.00		\$158.10	\$158.10	\$543	\$484.86	75.41 %
0162	LT Disability Ins					\$19.32	\$19.32	\$188	\$185.30	86.59 %
Appr AA8 Total:		\$0.00	\$7,862.68	\$7,862.68	\$0.00	\$18,888.66	\$18,888.66	\$71,249	\$62,360.43	73.49 %
0206	Staff Development					\$986.72	\$986.72	\$3,100	\$2,413.28	77.85 %
0211	Telephone & Communications		\$33.01	\$33.01		\$71.85	\$71.85	\$0	\$-71.85	0.00 %
0216	Telephone Cards		\$25.02	\$25.02		\$52.04	\$52.04	\$13	\$20.85	83.37 %
0232	Memberships & Dues					\$130.00	\$130.00	\$300	\$170.00	56.67 %
0410	Office Supplies & Stationery					\$75.00	\$75.00	\$0	\$-75.00	0.00 %
Appr AA8 Total:		\$0.00	\$89.83	\$89.83	\$0.00	\$1,015.61	\$1,015.61	\$9,713	\$2,697.28	72.64 %
Expenses										
Appr: AA9 IntraGovernmental										
6922	IG-ITS		\$801.75	\$801.75		\$1,191.47	\$1,191.47	\$0,059	\$3,877.63	76.49 %
6994	IG-Campus Rental		\$419.00	\$419.00		\$1,287.00	\$1,287.00	\$3,020	\$3,779.00	75.01 %
Appr AA9 Total:		\$0.00	\$1,220.75	\$1,220.75	\$0.00	\$2,448.47	\$2,448.47	\$10,099	\$7,656.35	75.76 %
Revenues										
Unit 1931 Expenses Total:										
		\$0.00	\$9,153.28	\$9,153.28	\$0.00	\$22,363.64	\$22,363.64	\$85,051	\$62,708.56	73.72 %
Revenues										
5880 Gifts & Contributions										
Unit 1931 Revenues Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,025	\$34,025.00	100.00 %
Tax Levy:			\$4,363.01			\$12,799.62		\$51,036		
Total Revenues, Including Tax Levy			\$4,363.01			\$12,799.62				
Net Surplus / (Usage)			(4,889.28)			(5,694.62)				
Revenues										
Appr: AA8 Total:										
0607	IG-LEAP		\$978.00	\$978.00		\$978.00	\$978.00	\$3,912	\$2,934.00	75.00 %
0601	IG-Central Services							\$1,050	\$1,000.00	100.00 %
0602	IG-ITS		\$2,810.00	\$2,810.00		\$4,631.34	\$4,631.34	\$15,206	\$10,374.78	68.23 %
0604	IG-Campus Rental		\$1,288.00	\$1,288.00		\$3,774.00	\$3,774.00	\$16,091	\$11,517.00	71.99 %
Appr AA8 Total:		\$0.00	\$5,046.00	\$5,046.00	\$0.00	\$9,683.34	\$9,683.34	\$35,209	\$28,625.76	72.78 %
Revenues										
Unit 1930 Expenses Total:										
		\$0.00	\$36,446.03	\$36,446.03	\$0.00	\$86,484.47	\$86,484.47	\$356,071	\$286,588.22	74.67 %
Revenues										
4500 HVS - Veh Enhancement Grant										
5110	Reserve Usage - LEAP					\$17,500.00	\$17,500.00	\$0	\$-17,500.00	0.00 %
Unit 1930 Revenues Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$17,500.00	\$17,500.00	\$3,912	\$-13,588.00	-347.34 %
Tax Levy:			\$29,946.68			\$88,039.75		\$352,189		
Total Revenues, Including Tax Levy			\$29,946.68			\$106,639.75				
Net Surplus / (Usage)			(7,095.45)			(1,665.28)				



Request for Board Action

BOARD MEETING DATE:
September 6, 2016

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Public hearing concerning the approval of a five-year capital improvement plan and consider approving said plan	
AGENDA YOU ARE REQUESTING TIME ON: 9:15 AM	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: The board is not required to approve the plan. If the board chooses to approve a plan it needs to be in compliance with Minnesota Statutes, Section 373.40,
BACKGROUND/JUSTIFICATION: <p>Today's is a public hearing concerning the approval of a five-year capital improvement plan and for the board to consider approving said plan. Notice of the public hearing was published on August 17th in the Swift County Monitor News.</p> <p>The five-year CIP is for county building improvements at the Courthouse, Public Health, Highway, Law Enforcement Center, and Attorney Building. Any bonding is authorized in the plan for the first 2 years of the plan and specifically for the Courthouse and Public Health Building. While approval of the plan allows the County to proceed with bonding, formal approval of the bonding would be taken at a future date. The total cost of these two projects is \$4,951,475 and is outlined in the attached is a copy of the five-year CIP.</p> <p>Work at Human Services is proposed to be done outside of the CIP and as a lease revenue bond which will be completed by a separate action of the board. The total cost of that project is \$1,427,350.</p> <p>Along with a five-year CIP, attached is an overview document on the Space Needs Analysis dated May 31, 2016 along with a financing scenario that outlines the tax impact of the various projects. Scenario 1 outlines the financial impact of the CIP projects and Scenario 3 outlines lease revenue bonds for the Human Services Building project.</p> <p>On August 25th an open house on the CIP was held with approximately 15 individuals attending. The open house was advertised in all three local newspapers and on Facebook. Comment sheets were available; however, no written comments were received from the public. Verbally one resident expressed that the county should discontinue using the courthouse and build a new joint building for the County and the City of Benson. While the County early on took the position that the Courthouse needs to be preserved, through the space needs analysis work at a high level was completed on this option. It was determined that it would cost between \$2 to 3 million more to build new versus renovating the courthouse so that option was not pursued further. Other comments and questions were discussed at the meeting but nothing that would overall impact the approval of the CIP at this time</p>	

and will be addressed at the project moves into a design phase.

The board needs to hold the public hearing on September 6th, receive public comments, and consider approving the CIP Plan.

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None

Budget Information

FUNDING: n/a

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Was reviewed by the County's bonding counsel	RECOMMENDATIONS: Hold a public hearing and approve the five-year capital improvement plan
COMMENTS: n/a	COMMENTS: None

Five-Year Capital Improvement Plan for the
Years 2016 through 2020

Swift County, Minnesota

DRAFT - Public Hearing September 6, 2016 at 9:00 AM

Prepared by:

Swift County
301 14th St N
Benson, MN 56215

&

Northland Securities
45 South 7th Street, Suite 2000
Minneapolis, MN 55402

INTRODUCTION

In 1988, the Minnesota State Legislature passed Minnesota Statutes Section 373.40 (the “CIP Statute”) authorizing counties to issue general obligation capital improvement plan bonds for certain types of improvements.

Under the CIP Statute, Swift County may issue bonds under this section if the maximum amount of principal and interest to become due in any year on all outstanding bonds issued pursuant to the CIP Act will not equal or exceed 0.12% of estimated market value (EMV) in the County. For Pay 2016, Swift County’s EMV is \$3,040,583,200 Swift County does not have any existing CIP bonds outstanding. Therefore, the total amount available under this Capital Improvement Program is \$3,648,700 per year. Assuming a 20 year term and an average interest rate of 2.50%, this equates to approximately \$ 56,880,000 in debt capacity.

The Swift County Board desires to issue Capital Improvement Plan Bonds to renovate the County Courthouse, Law Enforcement Center, County Attorney Building, Benson Highway Shop and Countryside Public Health Building (the “Facilities”). The County Board seeks to initiate a Capital Improvement Program and take advantage of the financing mechanisms it offers.

PURPOSE

The County wishes to issue general obligation CIP bonds (the “Bonds”) to finance the renovation and improvements of the Facilities. This capital improvements plan has been prepared to meet the statutory criteria for this purpose. The plan supplements, but does not replace, any existing County capital improvement plans for other purposes.

The CIP Act requires that the plan cover at least the five-year period beginning with the date of its adoption. The plan must set forth the estimated schedule, timing, and details of specific capital improvements by year, together with the estimated cost, the need for the improvement, and sources of revenues to pay for the improvement. In preparing the capital improvement plan, the county board must consider for each project and for the overall plan:

- (1) the condition of the county’s existing infrastructure, including the projected need for repair or replacement;
- (2) the likely demand for the improvement;
- (3) the estimated cost of the improvement;
- (4) the available public resources;
- (5) the level of overlapping debt in the county;
- (6) the relative benefits and costs of alternative uses of the funds;
- (7) operating costs of the proposed improvements; and
- (8) alternatives for providing services more efficiently through shared facilities with other counties or local government units.

The remainder of this document discusses each of these issues.

CIP CONSIDERATIONS

Infrastructure Condition

Condition of the County's infrastructure, including the projected need for repair or replacement.

Significant repair or replacement of the following facilities is planned over the life of this CIP.

Courthouse

No major renovations have occurred at the Courthouse since the 1970's with the replacement of the heating and cooling system which remains in place today. This 1970's system is inefficient and has faced numerous system failures. The proposed project will replace the steam boiler with a more effect water boiler system, the ventilation units, and air chiller units. The total HVAC replacement cost is projected at \$2,118,250.

The courthouse project will improve court security by creating separate public and staff areas along with addressing ADA issues in the courtrooms. The total cost for the improvements associated with the courts is \$1,220,000. The courthouse project will also include improvements to county office space on the first and second floors at a projected cost of \$395,500. Finally, the Courthouse project will also address a number of deferred maintenance items at the courthouse including plumbing fixes, brick tuck pointing, electrical system upgrades, leaking roofs, inefficient windows, and other items at a cost of \$676,975.

The overall courthouse project is projected to be \$4,461,725

Countryside Public Health

At Countryside Public Health the proposals is to rearrange space in order to move Safe Avenues from the Courthouse to this building along with rearranging space in the building to be more efficient for public and staff at a projected cost of \$302,250. Additionally, \$187,500 in deferred maintenance items will also be addressed as part of this project. The total project cost for the project at Countryside Public Health Building is \$489,750.

Future Projects

This plan includes future projects in 2019 and 2020. The CIP is required to outline all building projects proposed by the County to be undertaken over the next 5 years. These projects include replacement of the Maintenance Shop, replacement of the highway fueling station, and deferred maintenance needs at Highway; space needs and deferred maintenance at the County Attorney Building; and space needs and deferred maintenance at the Law Enforcement Center. The projected cost of these future projects is \$4,526,000. The bulk of the cost is the new maintenance shop and fuel station at \$4,396,000.

Demand

Likely demand for the improvements.

The funds to accomplish this will come from the issuance of a general obligation capital improvement plan bond. Based upon current market conditions for tax-exempt municipal bonds, the County anticipates a debt service expenditure of approximately \$333,120 per year.

Estimated Cost

Estimated cost of the improvement

The CIP bonds are anticipated to be issued in October 2016. The County will use the proceeds of the Bonds to make the capital improvements outlined in this Capital Improvements Plan. The Bonds are estimated to be issued for a total par amount of approximately \$5,045,000 million. All costs of issuance will be paid with bond proceeds.

Public Resources

Available public resources.

The County will finance the Bond principal and interest payment through a debt service tax levy (ad valorem).

Overlapping Debt

Level of overlapping debt in the County.

<i>Issuer</i>	<i>2015/2016 Tax Capacity Value (1)</i>	<i>2015/2016 Tax Capacity Value in County (1)</i>	<i>Outstanding General Obligation Debt</i>	<i>Taxpayers' Share of Debt</i>
<i>City of Appleton</i>	<i>\$ 709,886</i>	<i>\$709,886</i>	<i>\$2,885,000(3)</i>	<i>\$2,885,000</i>
<i>City of Benson</i>	<i>1,929,242</i>	<i>1,929,242</i>	<i>725,000(4)</i>	<i>725,000</i>
<i>City of Kerkhoven</i>	<i>276,985</i>	<i>276,985</i>	<i>160,000</i>	<i>160,000</i>
<i>ISD No. 2853, Lac Qui Parle Valley</i>	<i>18,933,322</i>	<i>6,917,223</i>	<i>2,185,000</i>	<i>798,181</i>
<i>ISD No. 768, Hancock</i>	<i>3,114,964</i>	<i>447,297</i>	<i>5,855,000</i>	<i>840,778</i>
<i>ISD No. 775, Kerkoven-Murdock-Sunburg</i>	<i>8,969,329</i>	<i>5,862,129</i>	<i>9,600,000</i>	<i>6,274,560</i>
<i>Total Indirect Debt:</i>	<i>\$ 11,683,519</i>			

Benefits and Costs

Relative benefits and costs of alternative uses of the funds

The issuance of the Bonds to renovate and improve the Facilities will allow the County to gain benefits from the proposed improvement through efficiencies the improved space will provide. Additional security features will be added to assist in the protection of staff, the public, and court officials. The space will also improve compliance with Americans with Disability Act. The improvements will address issues at the Courthouse to ensure the building remains here for the next generation. Updated HVAC systems will be installed reducing existing energy cost at the Courthouse.

Operating Costs

Operating costs of the proposed improvements

The 2016B Bonds will have a positive effect on operating costs for the Facility.

Alternatives

Alternatives for providing services most efficiently through shared facilities with other municipalities or local government units

Neighboring counties include Big Stone, Chippewa, Lac Qui Parle, Grant, Pope, Stevens, and Kandiyohi. Each of the neighboring counties owns and operates separate courts facilities.

Shared services with neighboring counties that are not located in Swift County include: a regional adult protection worker at Chippewa County for Human Services, 6W Community Correction office in Chippewa County, medical examiner services at Anoka County. Swift County continues to examine ways to developed shared services with our regional partners.

FINANCING THE CAPITAL IMPROVEMENT PLAN

The total amount of requested expenditures under the CIP is \$5,250,000. This figure represents a not to exceed principal amount of the proposed general obligation capital improvement plan bond issue.

In the financing of the CIP, two statutory limitations apply. Under Chapter 475, with few exceptions, the County cannot incur debt in excess of 3% of the assessor's Estimated Market Value ("EMV") for the County. The County's Pay 2016 EMV is \$3,040,583,200. Three percent of the EMV equals \$91,217,496. Currently, the County has no debt outstanding (12/31/15) applicable to the legal debt limit.

Another limitation on bonding under the CIP Statute is the total amount that can be used for principal and interest in any one year for CIP debt cannot exceed 0.12% of the EMV for the County. The maximum annual principal and interest for the County is \$3,648,700 ($\$3,040,583,200 \times .0012$).

Under this CIP the County may issue up to \$5,250,000 in new General Obligation Capital Improvement Plan Bonds to finance the project. The Bonds are structured with a 20-year term. The projected maximum annual debt service is \$333,120, including the 105% debt service coverage requirement required by State Law. A preliminary debt service schedule appears in Exhibit A.

Exhibit A

Preliminary Debt Service Schedule G.O. CIP Bonds, Series 2016B

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/22/2016	-	-	-	-	-
08/01/2017	-	-	67,664.00	67,664.00	-
02/01/2018	200,000.00	0.850%	47,576.25	247,576.25	315,240.25
08/01/2018	-	-	46,726.25	46,726.25	-
02/01/2019	220,000.00	0.950%	46,726.25	266,726.25	313,452.50
08/01/2019	-	-	45,681.25	45,681.25	-
02/01/2020	225,000.00	1.050%	45,681.25	270,681.25	316,362.50
08/01/2020	-	-	44,500.00	44,500.00	-
02/01/2021	225,000.00	1.150%	44,500.00	269,500.00	314,000.00
08/01/2021	-	-	43,206.25	43,206.25	-
02/01/2022	230,000.00	1.250%	43,206.25	273,206.25	316,412.50
08/01/2022	-	-	41,768.75	41,768.75	-
02/01/2023	230,000.00	1.300%	41,768.75	271,768.75	313,537.50
08/01/2023	-	-	40,273.75	40,273.75	-
02/01/2024	235,000.00	1.400%	40,273.75	275,273.75	315,547.50
08/01/2024	-	-	38,628.75	38,628.75	-
02/01/2025	240,000.00	1.550%	38,628.75	278,628.75	317,257.50
08/01/2025	-	-	36,768.75	36,768.75	-
02/01/2026	240,000.00	1.700%	36,768.75	276,768.75	313,537.50
08/01/2026	-	-	34,728.75	34,728.75	-
02/01/2027	245,000.00	1.850%	34,728.75	279,728.75	314,457.50
08/01/2027	-	-	32,462.50	32,462.50	-
02/01/2028	250,000.00	1.950%	32,462.50	282,462.50	314,925.00
08/01/2028	-	-	30,025.00	30,025.00	-
02/01/2029	255,000.00	2.000%	30,025.00	285,025.00	315,050.00
08/01/2029	-	-	27,475.00	27,475.00	-
02/01/2030	260,000.00	2.100%	27,475.00	287,475.00	314,950.00
08/01/2030	-	-	24,745.00	24,745.00	-
02/01/2031	265,000.00	2.200%	24,745.00	289,745.00	314,490.00
08/01/2031	-	-	21,830.00	21,830.00	-
02/01/2032	270,000.00	2.300%	21,830.00	291,830.00	313,660.00
08/01/2032	-	-	18,725.00	18,725.00	-
02/01/2033	275,000.00	2.400%	18,725.00	293,725.00	312,450.00
08/01/2033	-	-	15,425.00	15,425.00	-
02/01/2034	285,000.00	2.500%	15,425.00	300,425.00	315,850.00
08/01/2034	-	-	11,862.50	11,862.50	-
02/01/2035	290,000.00	2.600%	11,862.50	301,862.50	313,725.00
08/01/2035	-	-	8,092.50	8,092.50	-
02/01/2036	300,000.00	2.650%	8,092.50	308,092.50	316,185.00
08/01/2036	-	-	4,117.50	4,117.50	-
02/01/2037	305,000.00	2.700%	4,117.50	309,117.50	313,235.00
Total	\$5,045,000.00	-	\$1,249,325.25	\$6,294,325.25	-

Swift County, Minnesota
Capital Improvement Plan
 2016 thru 2020

PROJECTS BY DEPARTMENT

Department	Project#	Priority	2016	2017	2018	2019	2020	Total
Buildings								
County Attorney Deferred Maintenance	<i>Att-DefMain</i>	2			91,500			91,500
County Attorney Space Needs	<i>Att-SpaceN</i>	2			40,000			40,000
Lower Level Space Needs	<i>CH-1-SpaceN</i>	2		111,500				111,500
Main Level Space Needs Costs	<i>CH-2-SpaceN</i>	2		285,000				285,000
Courts Level Space Needs Costs - Option A	<i>CH-3A-SpaceN</i>	2		895,000				895,000
Courts Level Space Needs Costs - Option B	<i>CH-3B-SpaceN</i>	2		325,000				325,000
Attic Level Space Needs Costs	<i>CH-A-SpaceN</i>	2		50,000				50,000
Courthouse Deferred Maintenance	<i>CH-DefMain</i>	2		676,975				676,975
Courthouse HVAC Upgrade System	<i>CH-HVAC</i>	1		2,118,250				2,118,250
Highway Fuel Station	<i>HW-Fuel</i>	2				282,000		282,000
Highway Shop Replacement	<i>HW-Shop</i>	2				4,114,000		4,114,000
LEC Deferred Maintenance	<i>LEC-DefMain</i>	2					854,250	854,250
LEC Space Needs	<i>LEC-SpaceN</i>	2					90,000	90,000
Public Health Deferred Maintenance	<i>PH-DefMain</i>	2	302,250					302,250
Public Health Space Needs	<i>PH-SpaceN</i>	2	187,500					187,500
Buildings Total			489,750	4,461,725	131,500	4,396,000	944,250	10,423,225
GRAND TOTAL			489,750	4,461,725	131,500	4,396,000	944,250	10,423,225



Improvement Approach Cost Summary

Building	Description	0-2 YEARS	2-5 YEARS	5-10+ YEARS	
		\$ 4,951,475	\$ 4,526,000	\$ 3,529,050	UP TO \$ 13,510,800
Courthouse	Lower Level Space Needs Costs	\$ 111,500			
	Main Level Space Needs Costs	\$ 285,000			
	Upper Level Space Needs Costs (Opt. A)	\$ 920,000			
	Upper Level Space Needs Costs (Opt. B)	\$ 325,000			
	Attic Level Space Needs Costs	\$ 50,000			
	New Elevator	\$ 300,000			
	Deferred Maintenance Costs	\$ 2,795,225		\$ 45,000	
	Total Cost (Opt. A):	\$ 4,461,725			
	Total Cost (Opt. B):	\$ 3,566,725			
	Countryside Public Health	Space Needs Costs	\$ 187,500		
Deferred Maintenance Costs		\$ 302,250		\$ 159,100	
Total Cost:		\$ 489,750			
Law Enforcement Center	Lower Level Space Needs Costs	\$ 60,000		\$ 434,000	
	Main Level Space Needs Costs	\$ 30,000			
	New 60 Bed Jail			\$ 8,580,000	
	Deferred Maintenance Costs			\$ 967,750	
	Total Cost (Near Term):	\$ 90,000		\$ 1,401,750	
	Total Cost (No Jail):			\$ 9,981,750	
Highway, Parks & Drainage	Office Space Needs Costs			\$ 122,500	
	Office Deferred Maintenance Costs			\$ 240,500	
	Garage/Storage Space Needs Costs (Opt. A)	\$ 800,000			
	Garage/Storage Space Needs Costs (Opt. B)	\$ 4,114,000			
	Garage/Storage Deferred Maintenance Costs	\$ 879,000			
	Office Total Cost:			\$ 363,000	
	Garage/Storage Total Cost (Opt. A):	\$ 1,679,000			
Garage/Storage Total Cost (Opt. B):	\$ 4,396,000				
County Attorney	Space Needs Costs	\$ 40,000		\$ 213,500	
	Deferred Maintenance Costs			\$ 167,000	
	Total Cost:	\$ 40,000		\$ 380,500	
Historical Society	Deferred Maintenance Costs			\$ 97,450	
	Total Cost:			\$ 97,450	
Environmental Services	Deferred Maintenance Costs			\$ 1,058,250	
	Total Cost:			\$ 1,058,250	
Impound Facility	Deferred Maintenance Costs			\$ 24,000	
	Total Cost:			\$ 24,000	



Space Needs Analysis

Core Group Recommendations – May 31, 2016



Meeting Agenda

1. Guiding Principles / Goals
2. Recommended Approach Summary
3. Approach Details/Alternatives



Guiding Principles / Goals

1. Modernize aging infrastructure
2. Respect historic buildings and recent investments while considering projections
3. Consider community-wide needs
4. Balance safety/security with customer access
5. Improve customer service and staff collaboration
6. Improve staff and building efficiencies (both space and infrastructure)
7. Provide adequate confidential meeting spaces
8. Maintain all existing services
9. Facilitate planned operational changes while providing flexibility for future changes





Space Needs Program

Facilities:	Existing:	Proposed:
» Courthouse	16,326sf	21,193sf
» LEC	5,962sf	6,523sf
» County Attorney	1,984sf	2,211sf
» Human Services	6,950sf	10,459sf
» Public Health	7,400sf	7,277sf
» Highway Campus	27,222sf	25,889sf
» Env. Services	50,600sf	50,600sf



Existing Program Deficiencies

Courthouse:

- » Board Room should be more flexible in layout for other meetings
- » A position may be needed for Payroll under the Administrator
- » Server room needs security and dedicated cooling
- » I.T. may add a position
- » Files are remote from Auditor
- » Space for seasonal staff are needed for Auditor
- » Two (2) Assessors may be added due to loss of local appraisers
- » Workroom space is needed to isolate mail machine noise
- » One Stop Shop counter is not large enough and should have better public terminals and a nearby conference room



Existing Program Deficiencies

Courthouse (cont.):

- » Vets: Need more confidentiality and accessibility (ADA).
- » Safe Avenues: Desire direct access, more storage, another staff work position and a waiting area not in the hallway are desired.
- » Extension: A position for SNAP-ED/Nutrition is planned. No waiting area.
- » HRA: Two additional staff positions may be needed (Appleton Bldgs) and meeting space is needed for confidential conversations.
- » RDA: Need storage, small meeting space and confidentiality.

- » An adequate jury room with dedicated toilets is needed.
- » Additional Attorney/Client meeting spaces are needed.
- » A sink in the courts break room is desired.



Existing Program Deficiencies

Law Enforcement Center:

- » Evidence storage is limited and not weather-tight leading to damage.
- » Deputies need better workstations in the patrol area.
- » Jail's average daily population of 15 exceeds its capacity of 9, leading to the consistent practice of housing out 6-10 inmates/day at \$50/day.
- » Corrections: Right-sized offices and Urine Analysis toilet are needed.



Existing Program Deficiencies

Highway / Parks & Drainage:

- » Additional meeting space is needed.
- » Cold storage building is undersized (as well as in disrepair)
- » Salt/Sand Storage is needed at the two out-shops.
- » Sign Shop should be relocated from out-shop





Existing Program Deficiencies

County Attorney/Restorative Practices:

- » Additional conference space is needed.
- » Break room is desired.
- » RP needs ability to meet in an office
- » RP may add a two more positions



Existing Program Deficiencies

Human Services:

- » Current lack of seven private offices and expected growth of four positions results in need for eleven additional offices.
- » Small interview rooms are needed near the lobby
- » A large conference room is needed
- » Storage and shredding space is needed
- » Reception should have privacy (HIPPA)





Existing Program Deficiencies

Public Health:

- » Back storage room is not useful due to continual water/ice issues
- » Lacking parking for three fleet vehicles.
- » Lacking a second WIC space (used by Assistant Director as an office)





Existing Program Deficiencies

Environmental Services:

- » Covered storage of recyclables is required
- » Additional office space is needed for growth in ten years (and in a location to view scale)





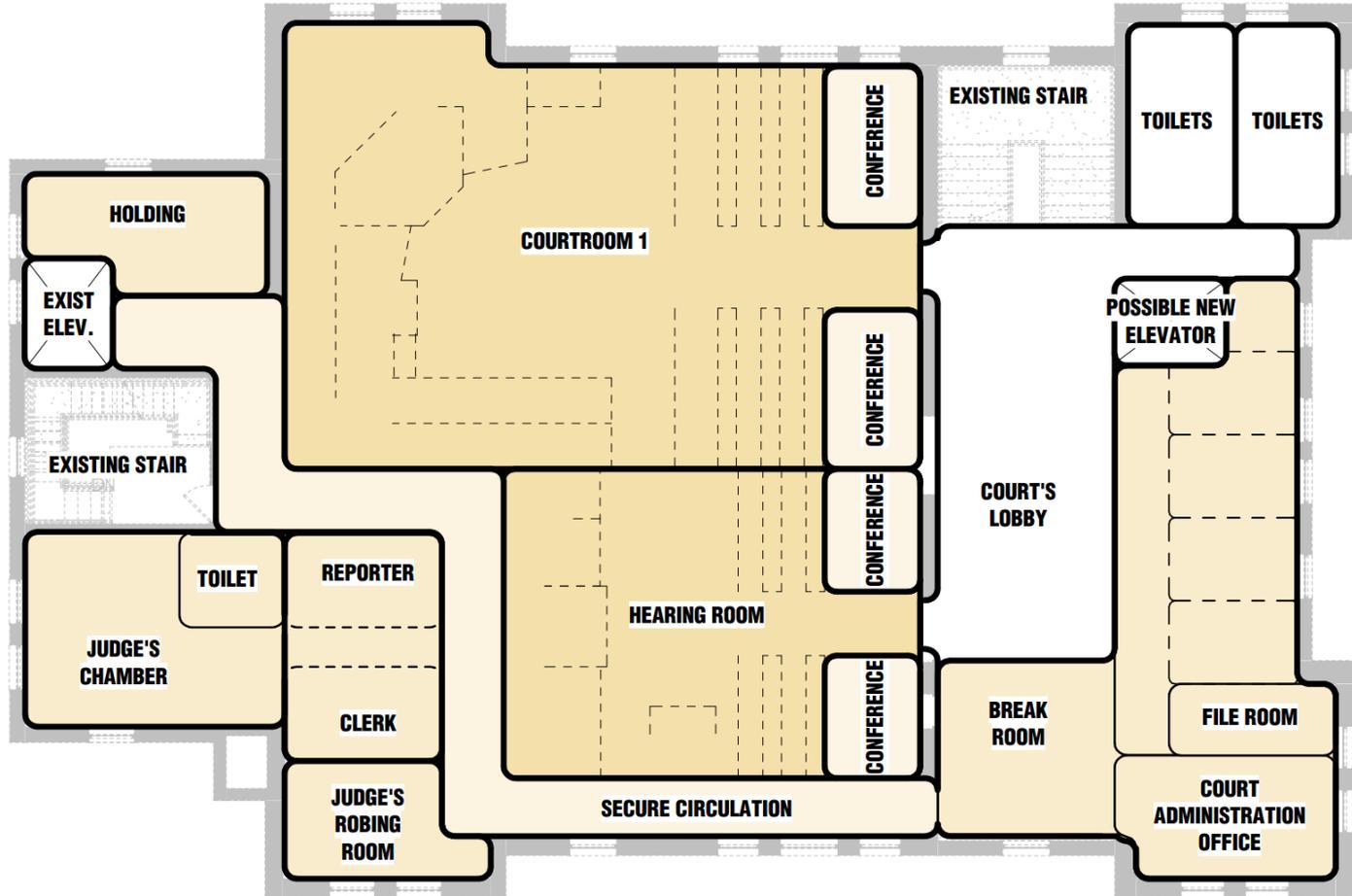
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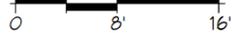


1 COURTHOUSE - MAIN LEVEL
 $3/32" = 1'-0"$
 0 8' 16'



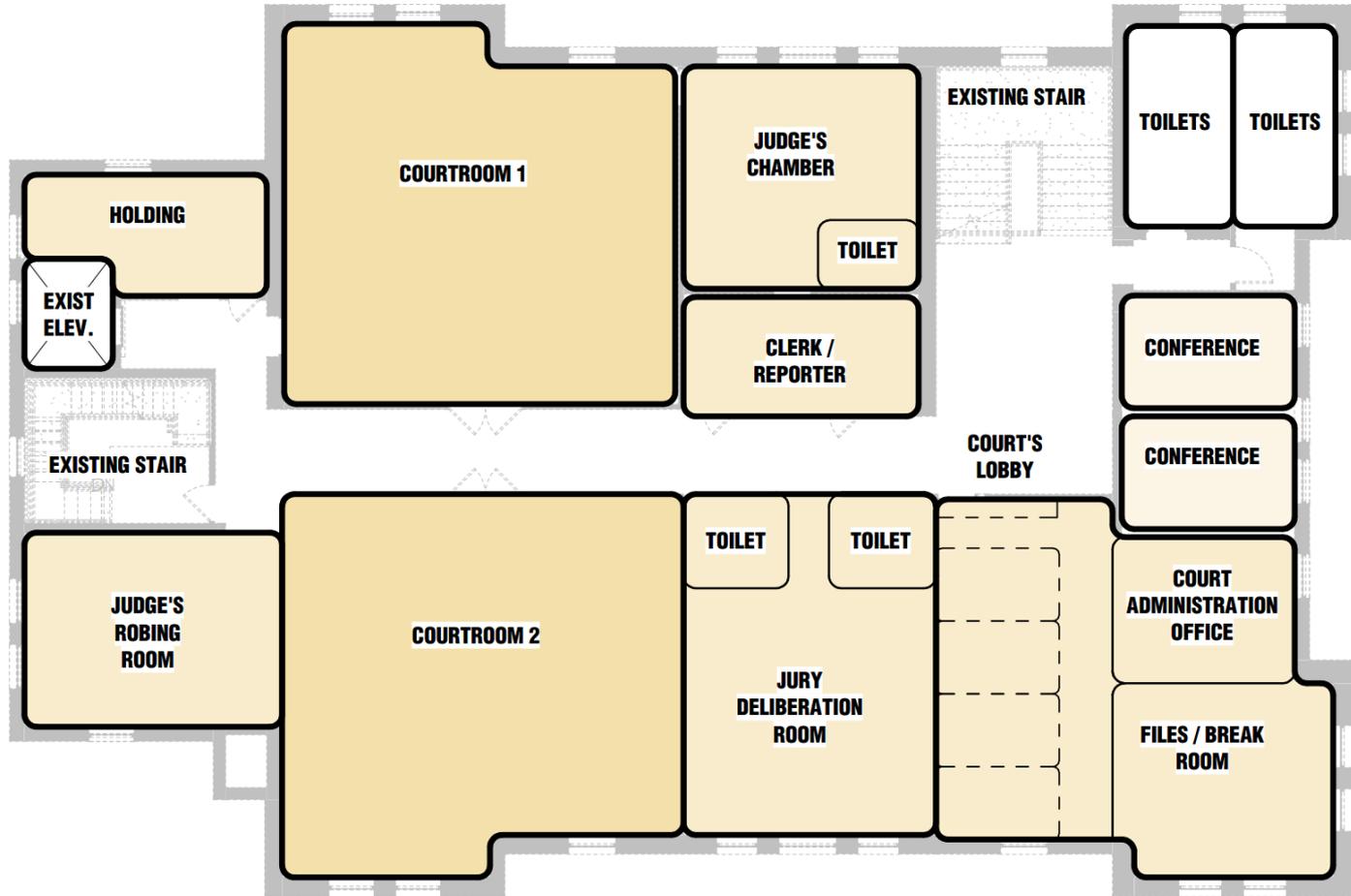


1 COURTHOUSE - OPTION 'A' - UPPER LEVEL
3/32" = 1'-0"





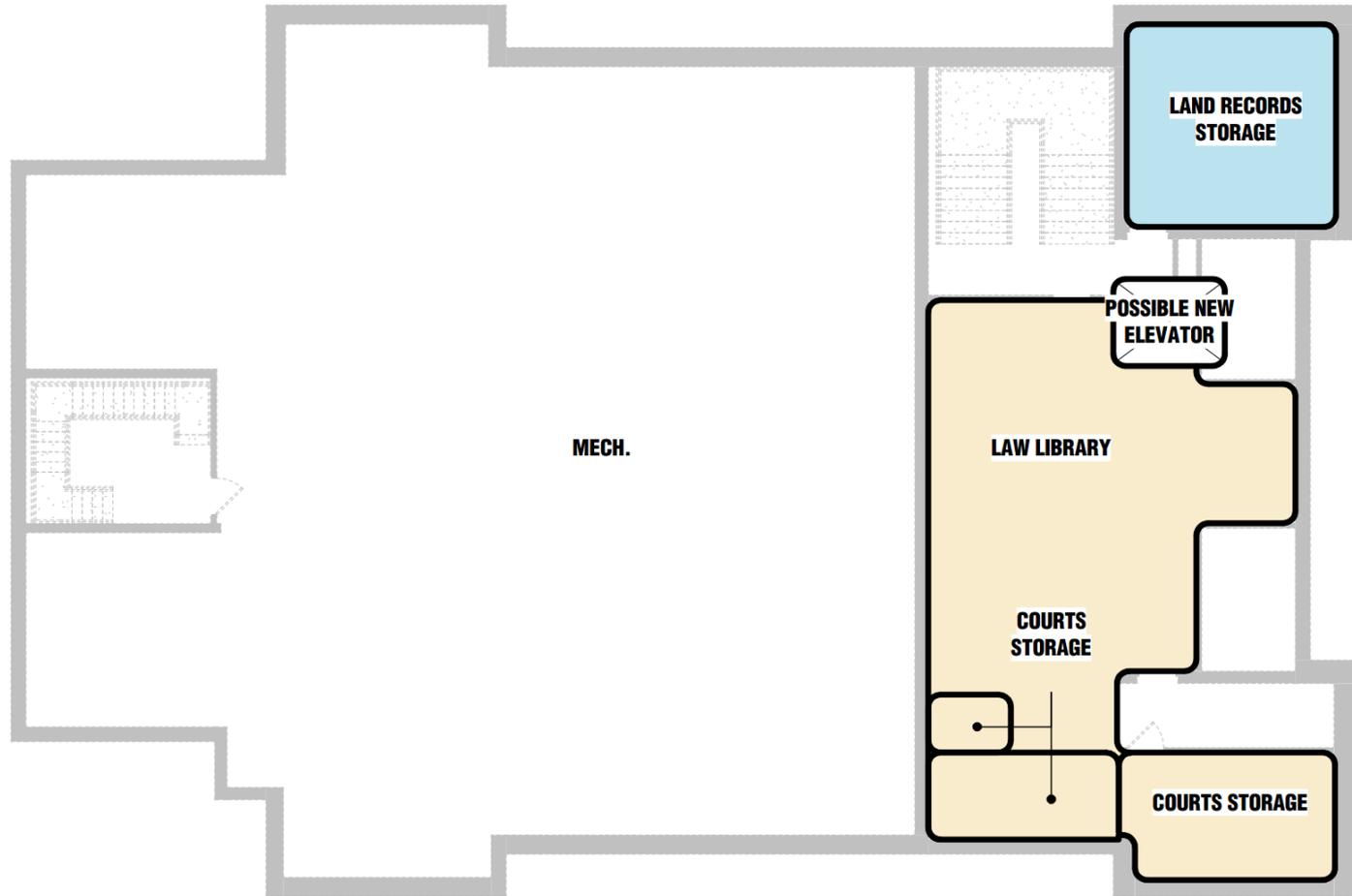
Options



1 COURTHOUSE - OPTION 'B' - UPPER LEVEL

3/32" = 1'-0"





1 COURTHOUSE - ATTIC LEVEL
3/32" = 1'-0"





Options



1 LAW ENFORCEMENT CENTER - LOWER LEVEL

3/32" = 1'-0"

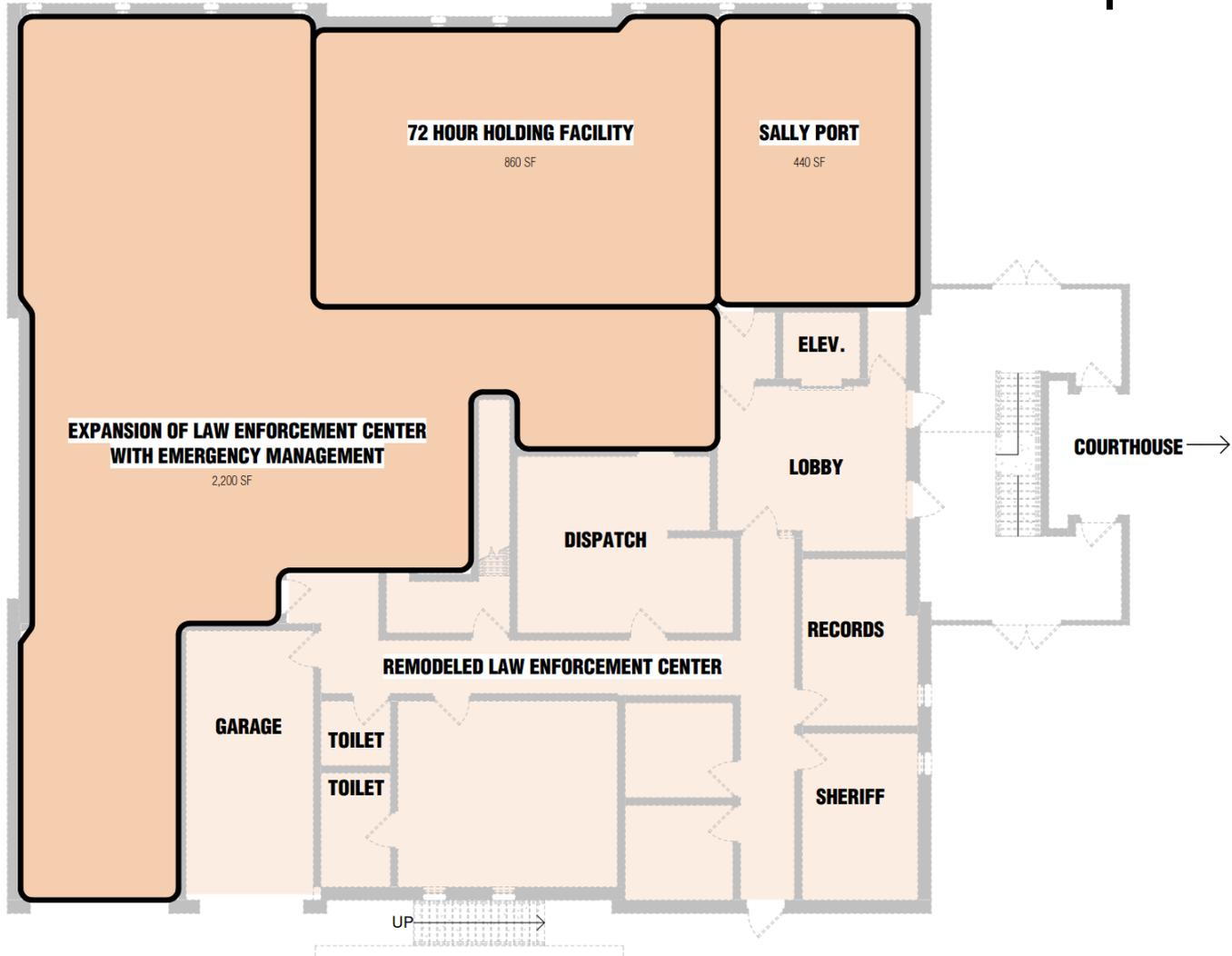




Options



1 LAW ENFORCEMENT CENTER - MAIN LEVEL - NEAR TERM
 3/32" = 1'-0"



1 LAW ENFORCEMENT CENTER - MAIN LEVEL - LONG TERM

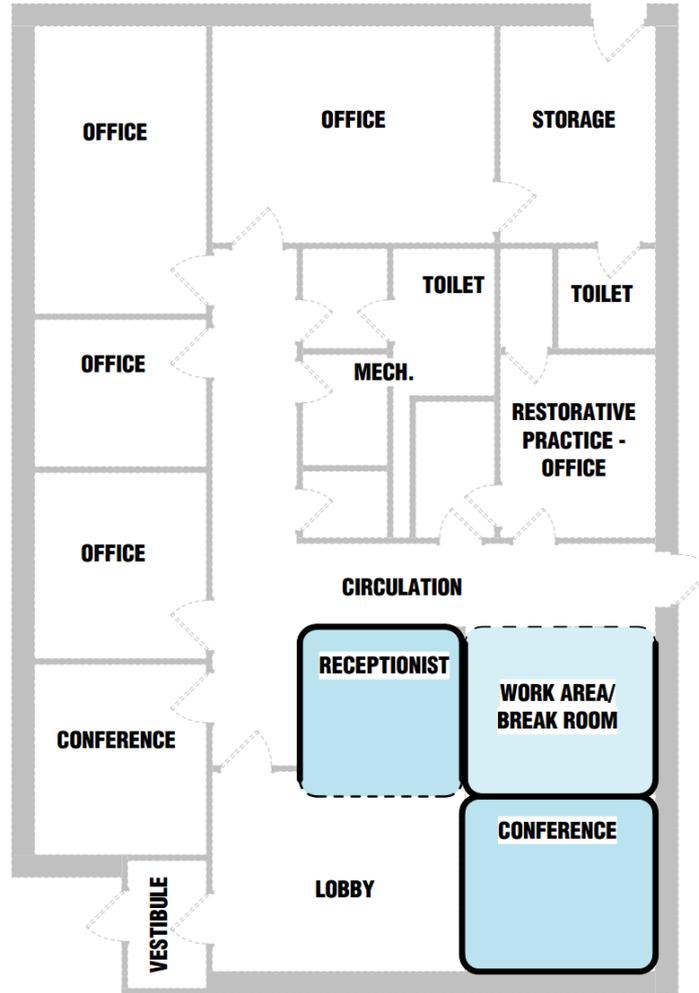
3/32" = 1'-0"



OPTION A: JAIL MOVES TO NEW 50 BED FACILITY (APPROX. 22,000 SQUARE FEET) ON GREENFIELD SITE

OPTION B: NO JAIL AND RENT BEDS



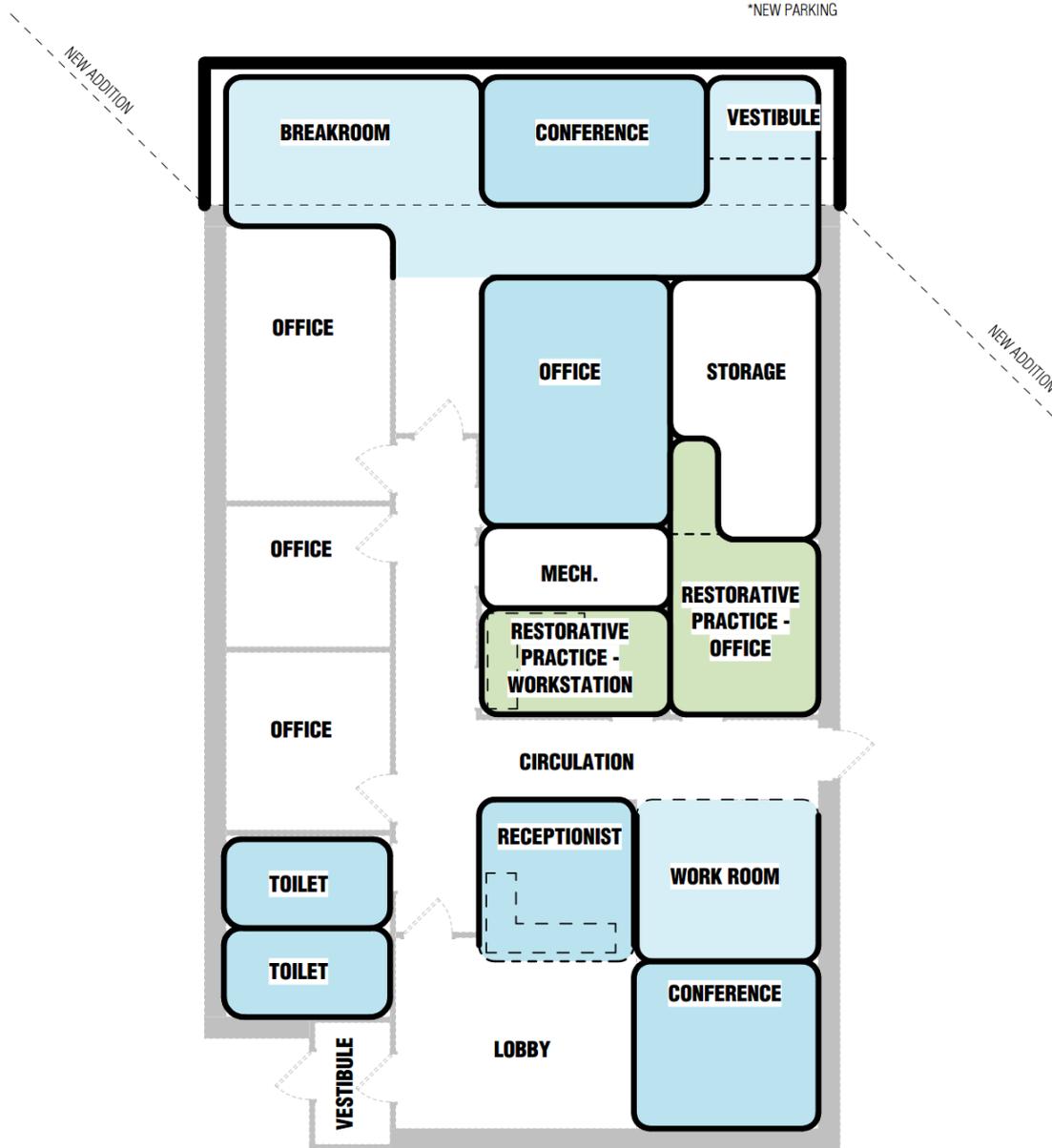


1 COUNTY ATTORNEY BUILDING - NEAR TERM
1/8" = 1'-0"

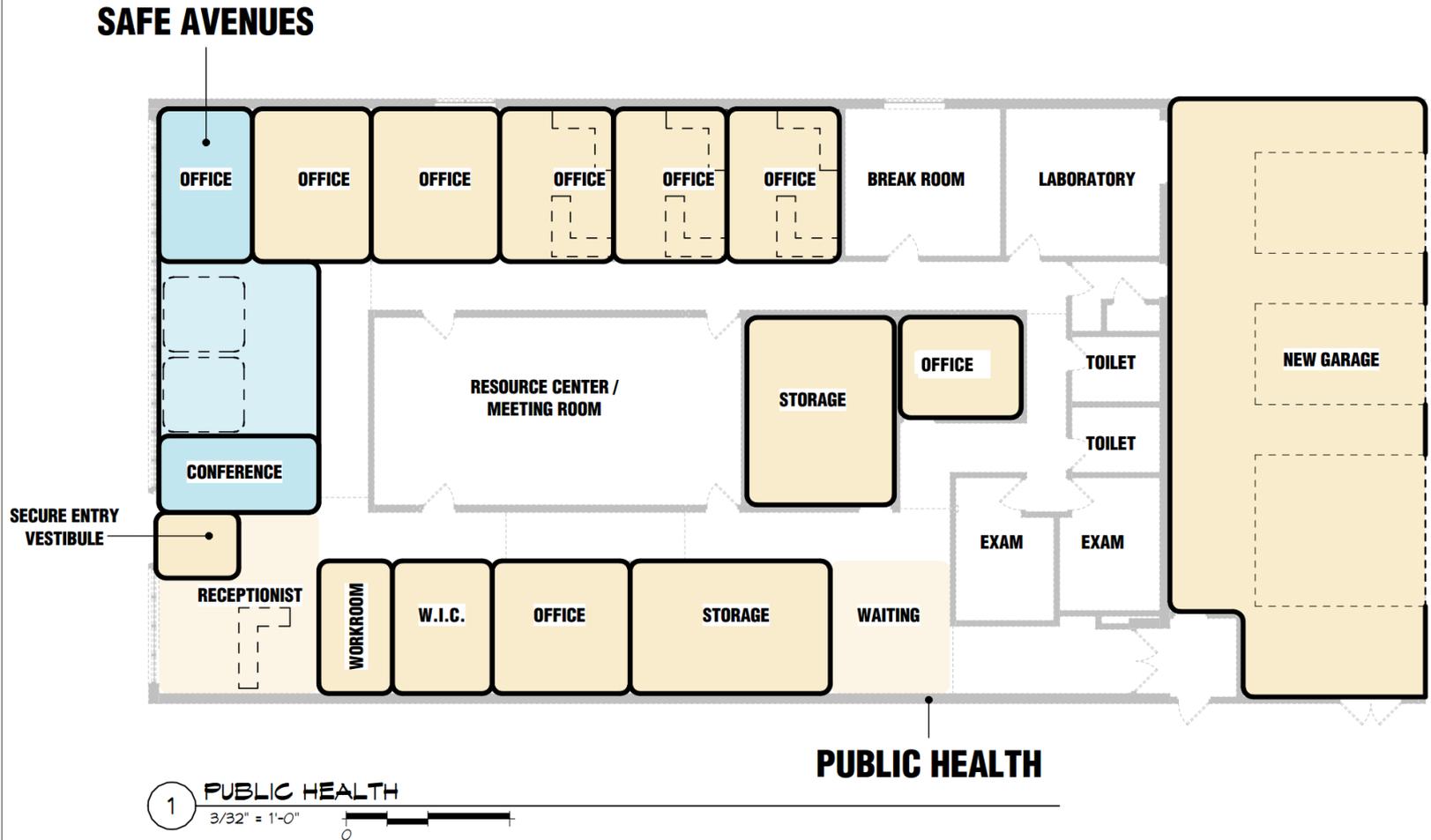




Options

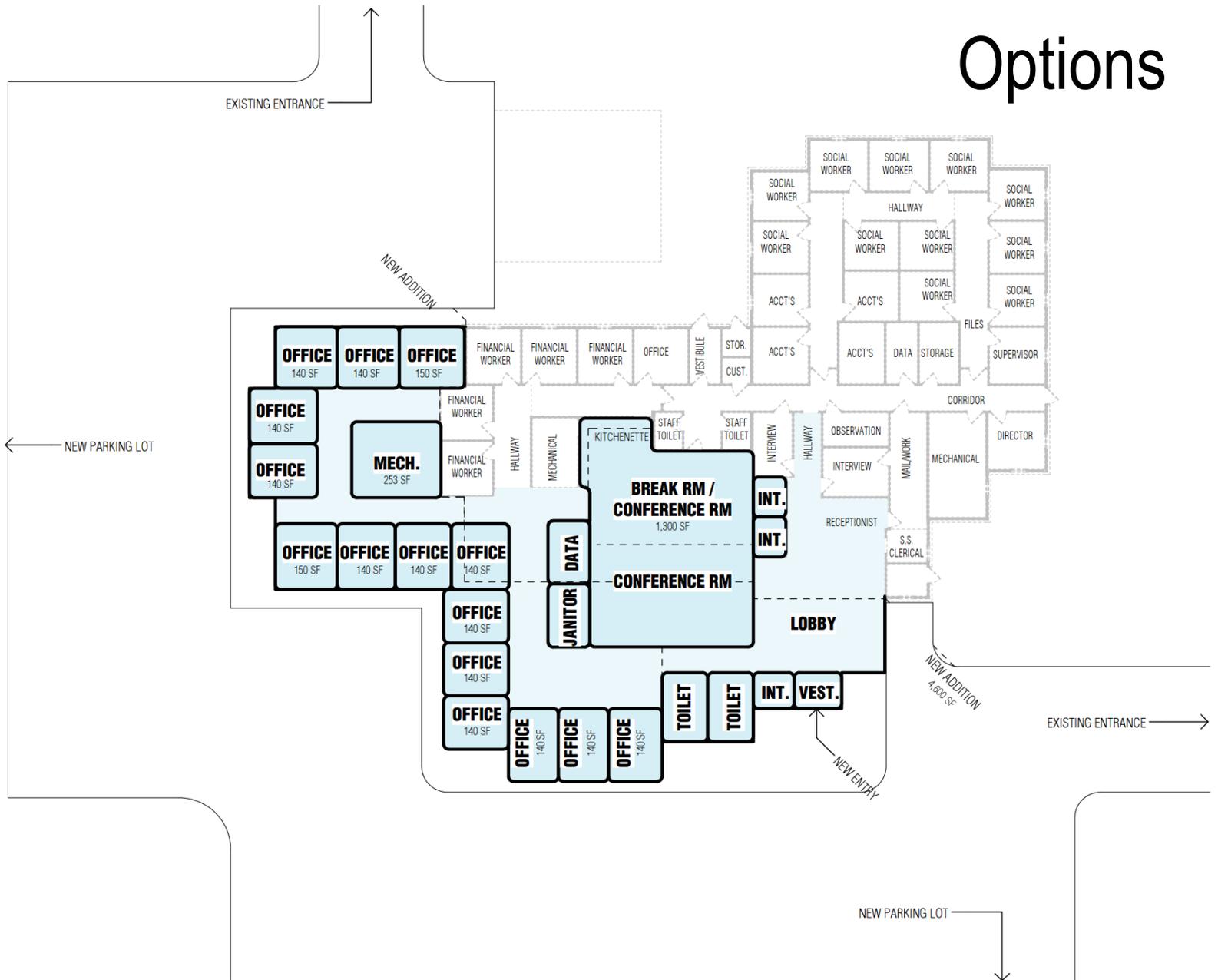


1 COUNTY ATTORNEY BUILDING - LONG TERM
 1/8" = 1'-0"
 0 6' 12'





Options

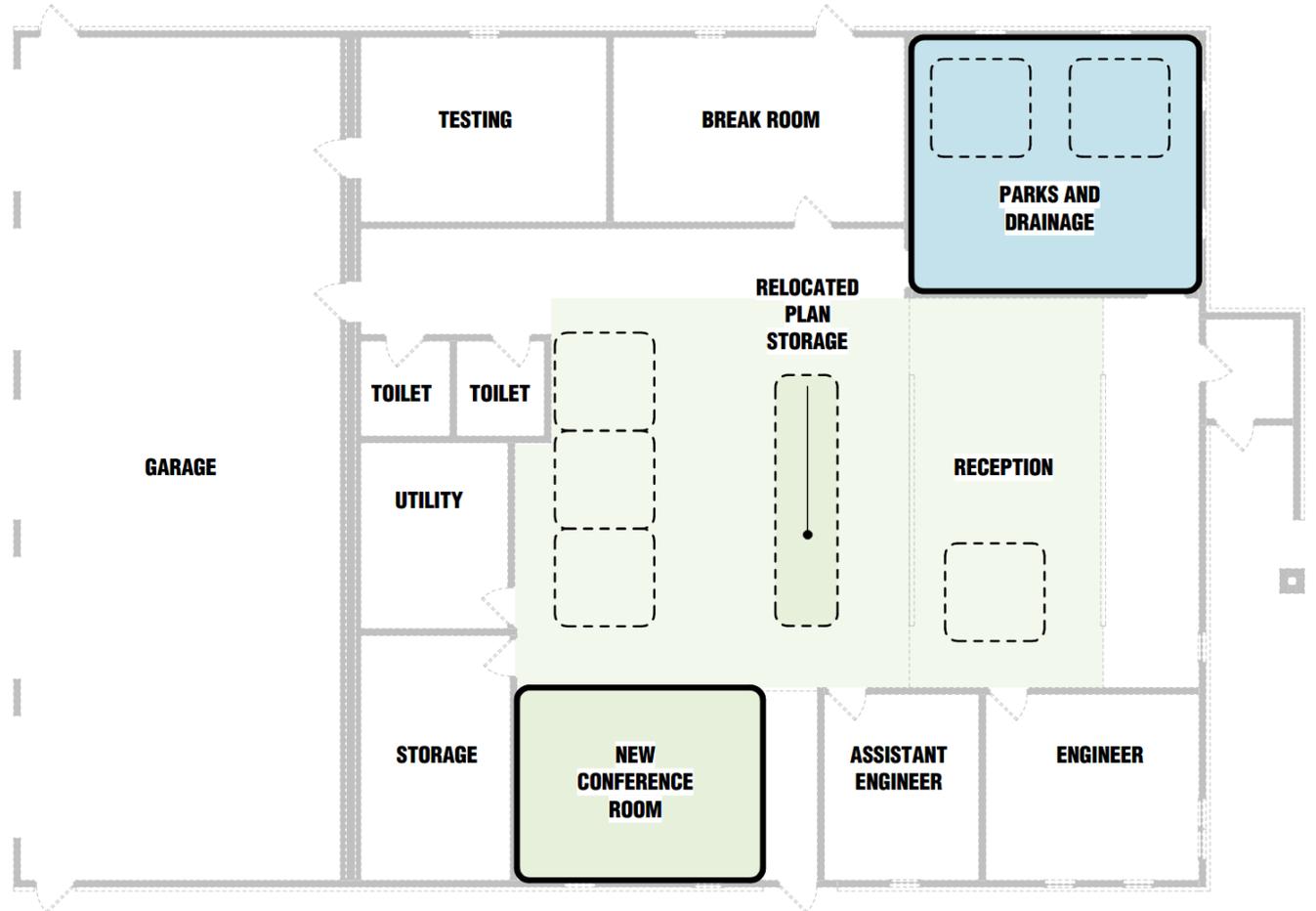


1 HUMAN SERVICES BUILDING
 1" = 20'-0"





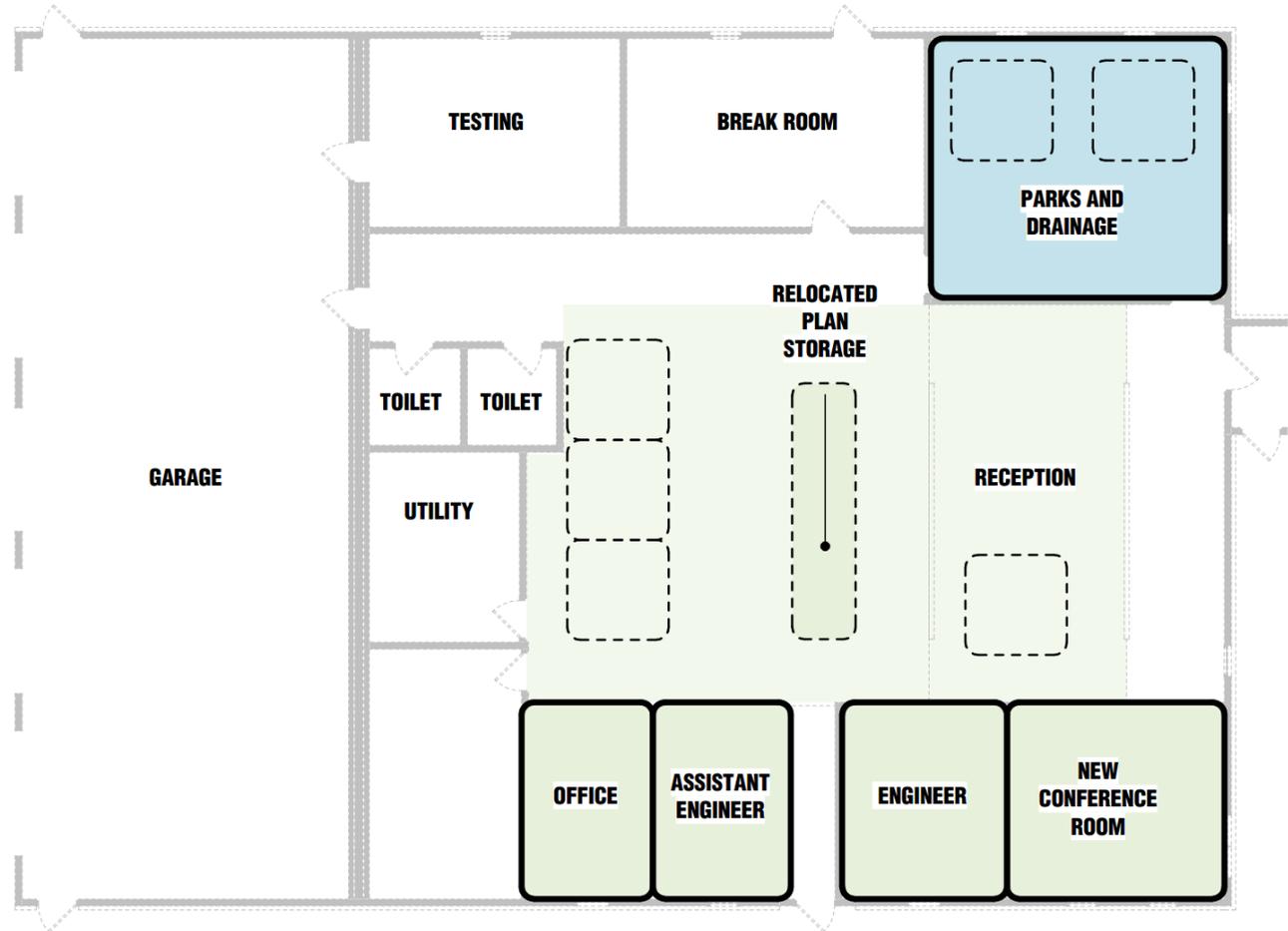
Options



1 HIGHWAY DEPARTMENT - OFFICE BLDG. - NEAR TERM

3/32" = 1'-0"

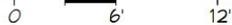




1 HIGHWAY DEPARTMENT - OFFICE BLDG. - LONG TERM
3/32" = 1'-0"
0 8' 16'



1 HIGHWAY DEPARTMENT
1" = 100'-0"



OPTION A - AS SHOWN
OPTION B - REPLACE GARAGE AND COLD STORAGE BUILDINGS





Deferred Maintenance

PRIORITIZATION CATEGORIES

● Priority 1 (0 - 2 years)

Life Safety Issue	As typically noted by Fire Marshal/Life Safety Officials.
Deterioration Item	Further deterioration will create higher future repair costs or will damage other areas in the building.
Health Issue	Rooms with no ventilation or items that do not meet state health code requirements and have been tagged.
Accessibility Issue	Must complete to provide access into the building, to the curriculum within the building, to access a restroom or to obtain a drink of water.
Hazardous Materials	Item posing a significant impact on building occupants.

● Priority 2 (2 - 5 years)

Energy Issue	Item replaced results in a payback in 10 years or less.
Deterioration Item	Material or system that currently functions but will require replacement or maintenance within 5 years.
Accessibility Issue	Modification required to meet state code guidelines.
Modernization	Modifications required to support future modernizations.
Hazardous Materials	Removal of items affected by other changes occurring in Group 2.
Health Issue	Inadequate exhaust and ventilation in lab environments and other areas lacking adequate ventilation.

● Priority 3 (6 - 10 years)

Energy Issue	Item replaced results in a payback in more than 10 years.
Health Issue	Non-tagged items that do not meet state health code requirements.
Deterioration Item	Material or system that currently functions but will require replacement or maintenance in 6-10 years.
Hazardous Materials	Removal of items affected by other changes occurring in Group 3.

● Priority 4 (Would like to do within 10 years)

Aesthetics	Item which impacts the visual environment.
Hazardous Materials	Removal of items affected by other changes occurring in Group 4.
Accessibility Issue	To meet full requirements of federal guidelines as stated in the ADA (American with Disabilities Act).

● Priority 5 (\$500 or under)

● Priority N (Non-Prioritized)

Item which is elective/aesthetic or programmatic which can be done at any time.





Recommended Approach Summary

0-2 Years \$6,378,825

Courthouse, Countryside, Human Services

2-5 Years \$4,526,000

LEC/Jail, Highway Garage, Attorney Lobby

5-10+ Years

\$3,529,050 up to \$13,510,800

Environmental, Historical Soc., Attorney
Addition, Highway Office, LEC/Jail, Add'l
Deferred Maint.





Recommended Approach

0-2 Years

\$6,378,825

Courthouse

- » Full remodel with upgraded courts, security, elevator, customer access
- » Phased Approach vs. Vacated/Swing Space
- » State Capital project Grants in Aid
 - Pre-application due in August, final in Sept.

Countryside

- » Incorporate Safe Avenues, remodel





Recommended Approach

0-2 Years

\$6,378,825

Human Services

- » Addition with deferred maintenance
- » Creates potential “non-Courts” swing space
- » Utilize LEC conference room during construction
- » Office doubling-up during construction





Recommended Approach

2-5 Years

\$4,526,000

LEC/Jail

- » Complete Corrections remodel and LEC minor addition/renovation

Highway Garage

- » Complete replacement of Highway Garage
 - Future Office remodeling and deferred maintenance
 - Include cold storage space and new fueling station

County Attorney

- » Complete minor lobby area remodel
 - Future addition and deferred maintenance





Recommended Approach

5-10+ Years

\$3,529,050 up to \$13,510,800

- » Environmental Services deferred maintenance
- » Historical Society deferred maintenance
- » Impound deferred maintenance
- » County Attorney
 - Addition with deferred maintenance





Recommended Approach

5-10+ Years

\$3,529,050 up to \$13,510,800

- » Highway Office
 - Remodel for conference room and additional office
- » LEC/Jail
 - Renovate to become a 72 hour holding facility
 - » Target rental beds or eventual future jail construction
- » Plan for lower priority deferred maintenance items
 - Approximate value of \$2,150,000



- **Additional Considerations for Discussion**
 1. Environmental Services – Recyclables Building
 2. Environmental Services – Office Relocation / Expansion
 3. Highway – Salt Storage Buildings
 4. Highway – Fueling Station Inspection(s)?
 5. LEC – Jail Expansion Up = New Jail
 6. LEC/Courthouse Structural Evaluation
 7. LEC/Courthouse Conductivity Test
 8. Public Health – Parking Areas & Entry Location
 9. Impound and Historical Society



HVAC Approach(es)

- **LEC/Courthouse HVAC**
- Option A
 - » Re-use existing ductwork, replace main ventilation equipment, same technology but new controls
 - » Convert to hot water
 - » Replace back-up fuel source
- Option B (update from previous study)
 - » Replace existing ductwork, replace main ventilation equipment, distributed VAV box with new controls
 - » Convert to hot water
 - » Replace back-up fuel source



HVAC Approach(es)

- **LEC/Courthouse HVAC**
- Option C
 - » Re-use existing ductwork, replace main ventilation equipment, same technology but new controls
 - » Remove steam, water-source geothermal central heat pumps distribute hot and chilled water, small boiler
 - » Remove back-up fuel source (generator?)
- Option D (update from previous study)
 - » Replace existing ductwork, replace main ventilation equipment, dedicated outside air units with new controls
 - » Distributed fan coils with heat pumps and fresh air inlet
 - » Remove steam, water-source geothermal central heat pumps distribute hot and chilled water, small boiler
 - » Remove back-up fuel source (generator?)



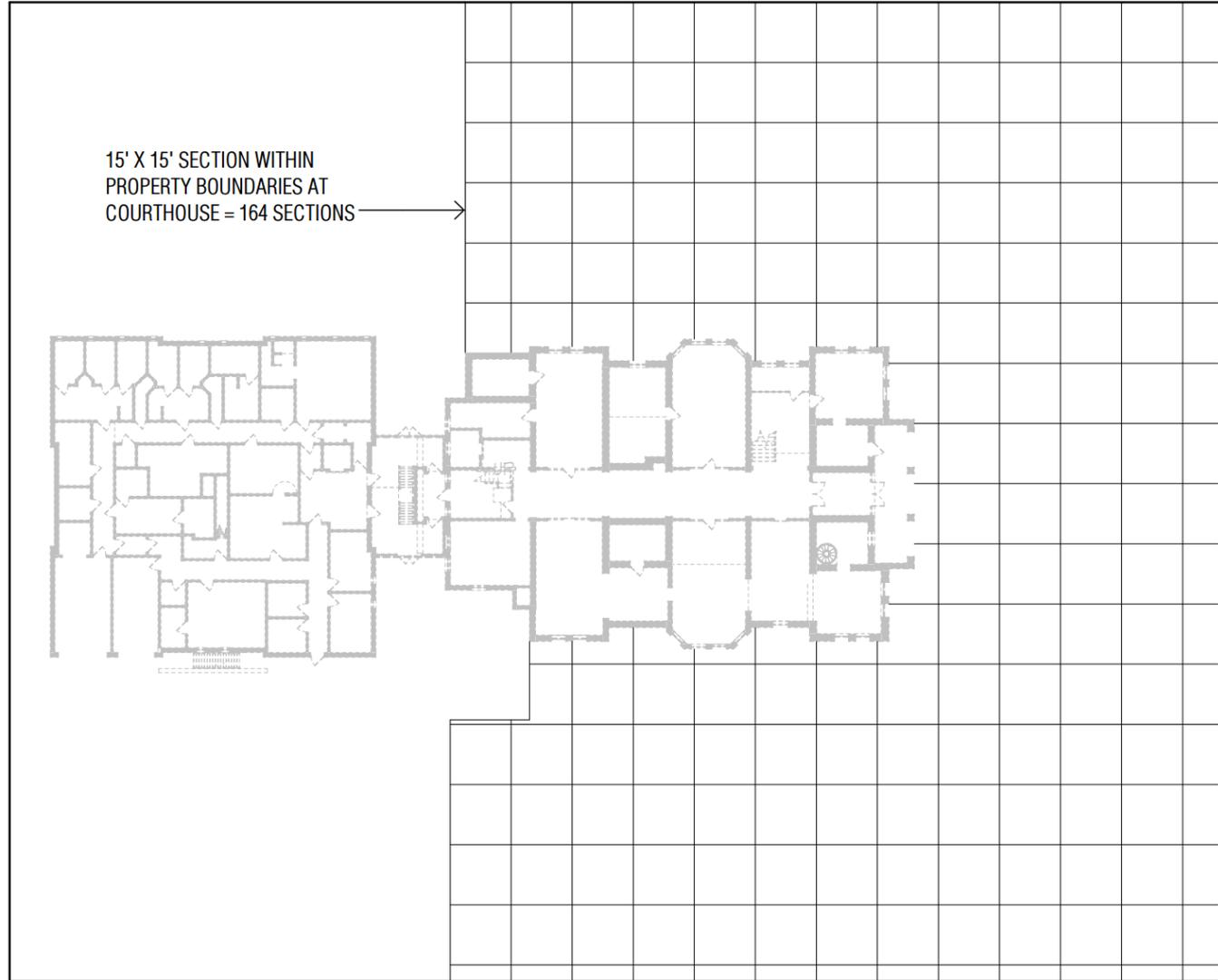
HVAC Approach(es)

- **LEC/Courthouse HVAC**
- Option E
 - » Replace existing ductwork, replace main ventilation equipment, dedicated outside air units with new controls
 - » Distributed evaporator/condenser units for zone control
 - » Completely separate ventilation system from heating/cooling systems
 - » Remove steam, water-source geothermal central heat pumps distribute hot and chilled water, small boiler
 - » Remove back-up fuel source (generator?)
- **Human Services – Improve vs. Replace**





HVAC Approach(es)



1 POTENTIAL WELL FIELD AREA
1/32" = 1'-0"
0 24' 48'

Swift County, Minnesota
Proposed 2016 Financing Scenarios
(interest rates based upon the 7/26/16 bond market)

	SCENARIO 1 CIP Bonds 2016B "AA-" Rating BQ	SCENARIO 2 CIP Bonds 2016B "AA-" Rating NBQ	SCENARIO 3 Lease Revenue "A+" Rating BQ	SCENARIO 4 Lease Revenue "A+" Rating NBQ
DEBT SERVICE				
Net Project Amount	\$ 4,951,475	\$ 4,951,475	\$ 1,427,350	\$ 1,427,350
Add Costs of Issuance and Rounding	\$ 98,525	\$ 98,525	\$ 42,650	\$ 42,650
Bond Amount	\$ 5,050,000	\$ 5,050,000	\$ 1,470,000	\$ 1,470,000
Bond term (Years)	20	20	20	20
Avg. Interest Rate	2.20%	2.47%	2.60%	2.87%
Total Net Debt Service	\$ 6,310,556	\$ 6,476,364	\$ 1,908,271	\$ 1,958,027
Avg. Annual Debt Service	\$ 315,528	\$ 323,818	\$ 95,414	\$ 97,901
105% Statutory Annual Debt Service	\$ 331,304	\$ 340,009	\$ 100,184	\$ 102,796

TAX LEVY REVENUE				
Annual Tax Levy Required	\$ 331,304	\$ 340,009	\$ 100,184	\$ 102,796
Tax Impact Information				
Net Tax Capacity Value (Pay 2016)	\$ 26,013,449	\$ 26,013,449	\$ 26,013,449	\$ 26,013,449
Estimated Net Tax Rate Increase	1.2736%	1.3071%	0.3851%	0.3952%
Market Value of Residential Property				
75,000	\$ 5.73	\$ 5.88	\$ 1.73	\$ 1.78
100,000	\$ 9.14	\$ 9.38	\$ 2.76	\$ 2.84
150,000	\$ 16.08	\$ 16.50	\$ 4.86	\$ 4.99
200,000	\$ 23.02	\$ 23.63	\$ 6.96	\$ 7.14
300,000	\$ 36.90	\$ 37.87	\$ 11.16	\$ 11.45
Mkt Value of Commerical-Industrial Property				
100,000	\$ 19.10	\$ 19.61	\$ 5.78	\$ 5.93
250,000	\$ 54.13	\$ 55.55	\$ 16.37	\$ 16.79
500,000	\$ 117.81	\$ 120.90	\$ 35.62	\$ 36.55
750,000	\$ 181.49	\$ 186.25	\$ 54.88	\$ 56.31
Mkt Value of Non-Homestead Agricultural Property				
Value Per Acre: \$5,172				
Acres: 80	\$ 52.70	\$ 54.08	\$ 15.93	\$ 16.35
Acres: 160	\$ 105.39	\$ 108.16	\$ 31.87	\$ 32.70
Acres: 320	\$ 210.78	\$ 216.32	\$ 63.74	\$ 65.40
Acres: 640	\$ 421.57	\$ 432.64	\$ 127.48	\$ 130.80

RESOLUTION

WHEREAS, Swift County – Benson Hospital, (SCBH), is engaged in studying the feasibility of a capital improvement project which will potentially include the construction of a senior living facility and remodeling of the existing hospital plant; and,

WHEREAS, as part of this feasibility study includes determining the scope of the project that would be feasible and exploring options for financing the project if found to be feasible; and,

WHEREAS, under the Minnesota enabling statute that authorized the formation of SCBH as a hospital district, SCBH has no authority to borrow funds in excess of \$50,000.00 without the approval of the County of Swift and the City of Benson; and,

WHEREAS, one component of the feasibility study is an Examined Forecast to be completed by Eide Bailly, the estimated cost of which to SCBH will be \$85,000.00; and,

WHEREAS, SCBH is unwilling to expend \$85,000.00 for the Examined Forecast unless it has the assurance from the County of Swift and the City of Benson that if the project is determined to be feasible and if SCBH identifies a source of financing which either does not require the financial backing of the county or city or requires the financial backing of the county or city in a form acceptable to the county and city then, under those circumstances, the County of Swift and the City of Benson will not withhold their approval of such financing; and;

WHEREAS, the County of Swift is supportive of the efforts of SCBH in regard to the proposed capital improvement project.

NOW THEREFORE BE IT HEREBY RESOLVED that if, after completion of the feasibility study, SCBH determines that all or part of the proposed capital improvement project is financially feasible and if SCBH successfully identifies a source of financing which either does not require the financial backing of the county or requires only financial backing of the county in a form that is acceptable to the county then, under those circumstances, the County of Swift will not withhold approval of such financing by SCBH for its feasible capital improvement project up to the amount needed to complete the proposed senior housing facility, complete the proposed remodeling of the existing hospital plant and payoff the existing bonded debt of SCBH.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of September 2016.

Swift County Board of Commissioners

ATTEST:

Peter Peterson, Chairman

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

Fox _____
P. Peterson _____

Hendrickx _____
Rudningen _____

E. Pederson _____

Mike Pogge-Weaver

From: Courtney, Catherine <CCourtney@Briggs.com>
Sent: Friday, September 02, 2016 2:12 PM
To: Enderson, Dan W; Friesen, Kevin - RD, Willmar, Mn; Mike Pogge-Weaver
Subject: USDA Loan Scenario and 2014 Bond Restrictions

Gentlemen,

This is in follow-up to the call that I had this morning with Dan and Kevin regarding the possibility of a USDA loan and any restrictions on that created by the 2014 Bonds.

As I understand the current situation, the District has become the sole member of Residential Options, Inc., a 501(c)(3) organization ("ROI") that owns an existing facility called Scofield Place. It is the District's intention to build a new assisted living facility adjacent to Scofield Place. In addition, the District would like to do renovations to the Hospital.

Currently, the District has two series of bonds outstanding. The Series 2013 Bonds were issued to finance improvements to the Hospital and to construct a clinic. The Series 2013 Bonds are held by several local banks. The Series 2014 Bonds were issued to advance refund the District's Series 2007 Bonds. The Series 2007 Bonds were paid off in 2015. The Series 2014 Bonds were sold to Northland Securities, which has probably further sold them. The Series 2014 Bonds are additionally secured by a general obligation pledge of Swift County. Both the Series 2013 Bonds and the Series 2014 Bonds have similar restrictions to the issuance of additional parity debt.

To avoid such restrictions, it has been suggested that the Series 2013 Bonds be refunded. This is permitted under Section 2.02 of the Series 2013 resolution, which allows for prepayment in whole or in part at the option of the District on any date at par plus accrued interest.

The Series 2014 Bonds cannot be similarly prepaid. Section 2.02 of the Series 2014 resolution provides that only bonds maturing on or after February 1, 2023 may be prepaid. And, then, they may be prepaid only on or after February 1, 2022. So, first, the Series 2014 Bonds that mature in 2017 through 2022 cannot be prepaid at all. Although the bonds maturing on or after 2023 are prepayable in 2022, the District cannot currently establish an escrow to do that. That is called an advance refunding, which is what the District did in 2014 when it refunded the Series 2007 Bonds. The tax code limits you to only being able to advance refund once. So, the District is unable to do a second advance refunding at this time. Therefore, it is locked out from refunding the Series 2014 Bonds until 2022.

Therefore, the District's options to incur additional debt are subject to the restrictions of the Series 2014 Bonds. The Series 2014 Bonds do permit subordinate debt. To issue parity debt, the District must meet certain debt tests set forth in Section 6.01 of the Series 2014 resolution. That test is that "the average annual Net Revenues [revenues after operating expenses] of the District Facilities of the two completed fiscal years immediately preceding the issuance of such additional obligations or future Net Revenues reasonable expected by the District shall have been not less than 100% of the maximum annual principal and interest ... to become due with respect to (a) all Bonds then outstanding ... and (b) the proposed [additional debt], for the years to and including the last maturity of any of the then outstanding Bonds [(i.e. through February 1, 2034)]."

I understand that the backward-looking test cannot be met. As for the forward-looking test, please note that any forecast would have to be through February 1, 2034. For the purpose of the test, "District Facilities" is defined as "the hospital and any other facilities owned or hereafter acquired or constructed by the District." So, the test would include revenues expected from the ownership of Scofield Place and the new assisted living facility. (Please note that Scofield Place and the new assisted living facility must be "congregate housing," which is not well-defined in State statutes. However, if they are senior housing with health or other daily living facilities, I believe they would constitute "congregate housing.")

In the alternative to meeting the debt tests, the additional debt could be secured by a general obligation pledge of Swift County, like the Series 2014 Bonds.

In addition to the limits on the issuance of additional debt, the District must, under Section 4(a) of the Series 2014 resolution, keep the District Facilities free from all liens. Also, Section 4(e) prohibits the granting of a mortgage on District Facilities.

Thus, with respect to a loan from the USDA that would finance the construction of the new assisted living facility, finance the renovations to the hospital, and refund the Series 2013 Bonds, the options would be to:

- (a) Enter into a subordinate loan with the USDA, which would be subordinate to the Series 2014 Bonds and which is not secured by a mortgage,
- (b) If the forward-looking debt test can be met, enter into a parity loan that is secured by a parity pledge of the Net Revenues but that is not secured by a mortgage, or
- (c) If the forward-looking debt test cannot be met, enter into a parity loan that is secured by a parity pledge of the Net Revenues and a general obligation pledge of Swift County, but not by a mortgage.

Dan, you also asked me to review the proposal provided by Tom Mayfield. That proposal provides for a lease of Scofield Place and the new facility by the District to ROI. First, this would require a transfer of the existing ownership of Scofield Place from ROI to the District, which you said is a possibility. The security is a pledge of the lease revenues from ROI to the District. It does not include a pledge of hospital revenues. The proposal does not address the debt tests and restrictions of the Series 2013 and 2014 Bonds. It is not a parity debt because it is not pledging all of the District revenues. However, the proposal doesn't suggest that it is subordinate debt. Rather, it suggests that you would be pledging a separate revenue stream that is not subject to the restrictions. I don't think that you can separate the streams, however. The Series 2013 and 2014 resolutions define "Gross Revenues" as "revenues of the District Facilities from whatever source, including ... funds appropriate ... by ... Swift County." So, the lease revenues (and any support from Swift County) would still be pledged first to the Series 2013 and 2014 Bonds.

The proposal also suggests the possibility of a leasehold mortgage by ROI as security. Because the leasehold mortgage is given by ROI rather than the District, it doesn't trigger the restrictions on the District granting a mortgage that is in Section 4(3) of the resolutions. However, I do not know if it would constitute a prohibited lien under Section 4(a). I find that Tom and I did have some correspondence about the possible use of a leasehold mortgage, but I also told him that I would want to discuss such a structure with some of my colleagues who are better versed in security interests to determine if a leasehold mortgage would be possible. I have no notes or correspondence that Tom asked me to make such further inquiry and I have not.

None of these restrictions come into play if Scofield Place and the new facility are owned by ROI. In that case, the District is not the borrower. ROI is the borrower and it is not subject to the District's restrictions. ROI, as the borrower, however, does not have the benefit of support by the County. Security would be based solely on the revenues of ROI's facilities. But, ROI could grant a mortgage.

With respect to a USDA loan, however, I understand that the USDA is not willing to make a loan to ROI because of its membership structure. I have reviewed the changes to the Bylaws that created the membership

structure. It was not what I had expected. I was expecting that it would provide for the District as the sole member of ROI. Rather, it allows for multiple members. As I was not involved in this structuring, I don't know the reason for that. I also don't know, if the Bylaws provided only that the District would be the sole member, that structure would be acceptable to the USDA. (By the way, you did not send me any documentation actually naming the District as a member of ROI. Could you please send me that?)

I hope this summary is helpful as you continue to review the possible project and transaction. Feel free to let me know if you have other questions or comments. As I noted in our call, however, I will be out of the office until September 19th. So my ability to reply before then will be somewhat limited.

Catherine

Catherine J. Courtney
Attorney/Shareholder



Briggs and Morgan, P.A.

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Request for Board Action

BOARD MEETING DATE:
September 6, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: RDA	REQUESTOR: Jennifer Frost	REQUESTOR PHONE: 320-842-4769
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving an extension of the time to disburse the Do Mats loan until Dec. 31, 2016.	
AGENDA YOU ARE REQUESTING TIME ON: 9:55 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Swift County approved a loan of \$125k to be used for equipment in the Do Mats expansion at their new location on September 15, 2015. At that time, the Board provided a 1 year disbursement time frame to allow the financial packaging of the project to complete. The project is now underway, but because the Swift County loan will be used to purchase new equipment, the borrower has requested that the loan closing be closer to when they will purchase the equipment. This is estimated to be in October or November of 2016. This will save the borrower from making loan payments on funds they have not yet used.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Request came from borrower when discussing when to set the closing of the loan.

Budget Information

FUNDING: NA

Review/Recommendation

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



Request for Board Action

BOARD MEETING DATE:
September 6, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: RDA	REQUESTOR: Jennifer Frost	REQUESTOR PHONE: 320-842-4769
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of a loan in an amount no greater than \$105,000 for Mi Mexico owners Stephanie and Juan Cid.	
AGENDA YOU ARE REQUESTING TIME ON: 9:55 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
<p>BACKGROUND/JUSTIFICATION:</p> <p>Juan and Stephanie CID have operated Mi Mexico, a Mexican food restaurant in Benson, for nine years. They currently lease at their location, but were notified the building was sold and they needed to be out of it by September 30, 2016.</p> <p>The Cids explored several options for a permanent location in Benson. The former Tech Box and former Benson Chamber buildings proved well suited to house a restaurant as the Chamber building once housed a restaurant – the layout of the building was good for a kitchen, dry goods and walk-in refrigerator space. The Techbox side also presented well for the majority of the seating space. (See drafts of layout plans - current and future).</p> <p>Benson EDA and Swift County RDA had been planning to partner to create a business incubator space in the two buildings, but the opportunity to retain this popular small business and six jobs in Benson by making a loan to be repaid and maintaining a first position on the buildings, was a better incubator model than each agency investing \$50,000 and seeking grant funds to rehab the buildings to make suitable for an unknown business.</p> <p>Juan and Stephanie have the proven capacity to take on this type of project as evidenced by Mike Jacobson, Building inspector for City of Benson and Morris. While touring the Chamber and Techbox space, Mike noted to RDA Staff that the Cids successfully rehabbed and remodeled a similarly situated space in Morris, where they operate a second Mi Mexico restaurant.</p> <p>The Cids are bringing cash equity of \$22,550 as well as sweat equity in the demo and construction work they are able to perform under guidance of the general contractor. (see sources and uses for details – sweat equity was not monetized and is not included in total project costs)</p> <p>Swift County's loan amount was determined by splitting the estimated maximum need of \$160,000 in half - \$80 - \$80, and then crediting the City of Benson \$25,000 for putting up the buildings. This resulted</p>	

in a loan request for “up to \$160k” with \$55k coming from Benson and \$105k coming from Swift County. Swift County and Benson will share a first position on all assets including the buildings.

Funds we be used to rehabilitate & remodel two blighted buildings on Atlantic Avenue in Benson. The new space will become the permanent location of their Mi Mexico restaurant. Terms recommended by Committee: \$105k at 4% for 15 years, disbursed as a draw and in conjunction with cash equity and Benson EDA loan proceeds, for work completed and equipment purchased; first payment due 30 days after re-opening, and collateral will be a shared 1st position with the Benson EDA on all assets including the buildings

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Yes. RDA Loan Committee met on 8/25/16 to review the private loan application information and recommended approval. Benson EDA also met 8/25/16 and took action approving the sale of the two buildings to the Cids and a loan in the amount of \$55k at 4% for 15 years.
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Budget Information

FUNDING: Current Available to Lend balance in the loan fund is ~\$425k. After deducting the pending Do-Mats loan (\$125k), approval of the Mi Mexico loan will leave ~\$195k in “available to lend” funds. The loan portfolio currently pays back or revolves about \$12,000 per month.

Review/Recommendation

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

Committee Review

DO NOT WRITE BELOW THIS LINE

DATE: 8-25

NAME OF BORROWER: Mi Mexico

AMOUNT OF LOAN REQUESTED: ~~105,000~~ 105,000

LOAN: Recommend Approved Denied

AMOUNT OF LOAN APPROVED: \$ 105K INTEREST RATE: 4 %

NUMBER OF PAYMENTS: 180

PAYMENT SCHEDULE: monthly 30 days following re-open of restaurant

LOAN SOURCE(S) USED BY RDA AND AMOUNT(S): Swift County RLF

COLLATERAL AND POSITION: 1st shared w/ Benson EDA - Everything incl. Bldg

LOAN CLOSING DATE: Draw

COMMENTS: (If loan was denied or approved with conditions, state reasons, conditions and recommendations.) _____

City of Benson approved sale of buildings and \$55,000 loan with matching terms.

LOAN REVIEW COMMITTEE SIGNATURES

DATE

Amanda Nuss

8-25-16

Edward Leason

8-25-16

We are here to present to you our Business Plan for Mi Mexico Incorporated. Our hope is that you will see the vision and importance of this project we have for Mi Mexico's future here in Benson. We have put together a binder packet detailing our plan to purchase, remodel, and reopen with uniqueness.

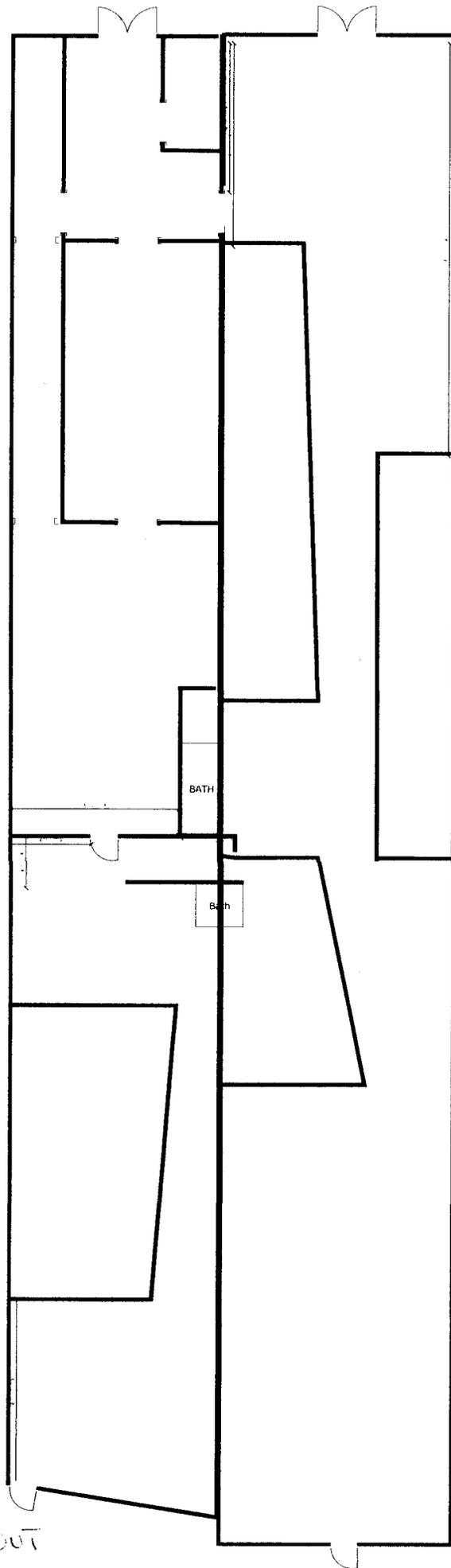
We are seeking to purchase the Old Chamber of Commerce Building and the Old Tech Box Building as well. We are offering to pay \$2,550.00 for both buildings. This would cover the taxes owed for this year on both buildings as well as title transferring fees and so forth. We in return would ask for the City of Benson to be responsible to repair any and all Structural Damage as well as Water damage done to the Basement. This would also include the stair case to lead down to the basement to be replaced as well.

Our plan if approved for this loan would be to go in and do a complete gut job of both buildings. We plan to do the demoing, and cleaning of both buildings to help in keep cost down. The Estimate we are looking to spend is \$180,000. This would be a loan of \$160,000 and us putting \$20,000 + Personal labor. This budget price is our highest. This estimate includes a slightly large cushion for any surprises we may find. Some damage unfortunately cannot be found until we gut the place. We are keeping our options open to possibilities of Damages potentially cost more and we have figure in on our side additional funds set aside for such case. We will be continuing to work with all companies and how we can lower spending while maintaining high quality. Another way we will help keep cost down is being extra hands to help in any way possible to the General Contractor, Plumbers and Electricians. A part from combining the two buildings, we plan to add a one of a kind Patio that offers covering on 3 sides and on top! We will also be making a bigger bar, but separating it from the Main dining area. We chose to separate them with the Bathrooms in the middle. This way the bathrooms are in close proximity to both sides. Having it this way will also allow covering to the Bar for families who have younger children, who would like to go out for a family meal without a "Bar Scene and/or Feel". We will also be creating a separate seating area up to 24 people for small private parties, or for business meetings that would like more privacy. Our biggest excitement is to create a colorful uplifting Mexican vibe place where people can go and see the positives of the Mexican Culture thru out food, decor, and Hospitality.

We plan to reopen Between December 2016 and January 2017. This will of course be dependent on the cooperation of the State Inspectors as well as no major issues that we haven't thus far planned for. We are anticipating some problems and for that is why we feel gutting the place if our best option. We plan to offer the same Great service and Great Food, we have been doing for these past 9 years.

We hope that you are able to approve this project to continue to move forward. We hope that this presentation as well as this Binder packet show the efforts we have put into this project. We hope that it shows just how hard we are willing to work, how hard we have been working, and how we have tried to stay as realistic as possible with this whole project. We ask that if there are any questions or concerns that they are brought up for us to explain better or to help clarify.

We thank you for taking the time to hear us out and how your consideration.



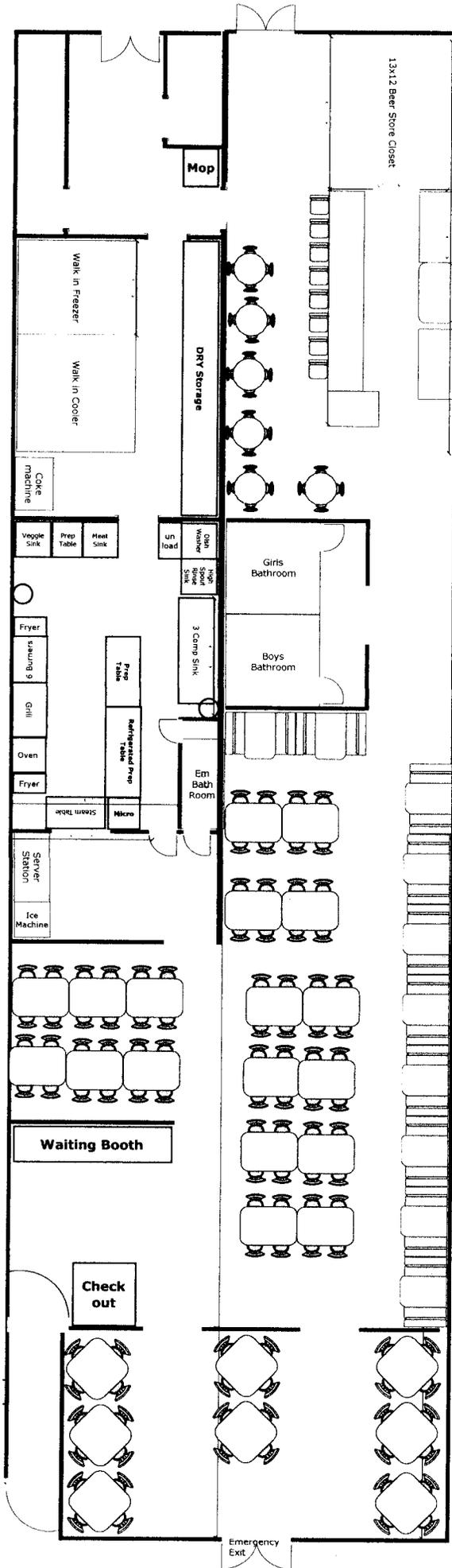
CURRENT LAYOUT
FRONT

Bar:
 6- Tables of 3
 8- Bar Chairs
 =26

Dining
 10- Booths of 4
 18- Tables of 4
 =112

Patio
 8- Tables of 4
 =32

Bar-----26
Dining-----112
Patio-----32
Total Seating: 170 ppl



NEW LAYOUT
 FRONT

REVOLVING LOAN FUND

I. APPLICANT INFORMATION

Name of Business Mi Mexico Incorporated
 Business Address 21 Ridge Road
 City Morris Zip code 56267 Business Phone (320) 842-8001
 Website _____

Applicant Name Juan Cid Guadarrama Title Owners
Stephanie Cid
 Address 21 Ridge Road
 City Morris State MN Zip code 56267
 Contact Phone 320 444-4839 -mail address mimexico07@gmail.com

Type of Business: Sole Proprietorship Corporation Partnership
 Limited Liability Corporation Limited Liability Partnership

Please list individuals with ownership share in the Business:

Name	Address	Phone	%Ownership
Juan Cid Guadarrama	21 Ridge Road Morris		50%
Stephanie Cid	21 Ridge Road Morris		50%

TO BE SIGNED BY APPLICANT

I have willfully furnished this information to the entity indicated on page one of this applications, for the purpose of applying for a loan.

- \$ I understand the information provided may be reviewed by the appropriate staff, and/or Board(s).
- \$ I understand that the information I have provided may be made public according to the laws of the State of Minnesota.
- \$ I am fully aware that if my loan is approved, I will be responsible to pay legal fees incurred by the loan originator and filing or search fees associated with the loan made to me and/or my business.
- \$ I understand that if approved, the funds provided are a loan and must be paid back to the lender(s) in the time and under the conditions agreed to at the time of approval.

Applicant Signature Stephanie Cid Date 08/22/2016
 Applicant Signature Juan Cid Date 08/22/2016

REVOLVING LOAN FUND
Application

II. NATURE OF LOAN REQUEST

What is the nature of the business?

A home made Authentic Mexican Restaurant
with a full service Bar.

Brief description of the project for which funding is sought

We are seeking a permanent location for
Mi Mexico Inc. in Benson MN. This project
all involves complete gut jobs to 2 Buildings
and then combining them.

How much cash equity are you planning to invest in your business venture? \$ 20,000.00

Total Project Cost \$ 250,550 Amount of Public Loan Request \$ 105,000.

Term 15 years Interest Rate 4 %

Collateral All assets including Building Position Shared 1st w/RDA

Type of Project: Existing Business Expansion New Business

Purchase of Existing Business

Other, please explain Building Rehab

Direct impact of this project on local tax base \$ 500.00 (est. taxable value increase)

Projected job generation within a two-year time frame as a result of this loan:

Existing jobs 3-4 + Jobs Created 6 = Total 8 total

List other benefits to the community you believe will be directly attributable to your project:

- *Continuing to offer the service we have been.
- *Rehabbing 2 Blighted Buildings in downtown to help improve the vibrancy look of Downtown.

III. Sources + Uses

Mi Mexico - New Building Acquisition & Rehab

	RDA	EDA	Owner	Total
Building Acquisition			2550	2550
Building Improvement	68429	55000	20000	143429
New Machinery/Equipment	36571			36571
New Fixtures/Furnishing				0
New Investment total	105000	55000	22550	182550
Existing Furnishings Fixtures			30000	30000
Existing Kitchen Equipment			15000	15000
Existing Inventory			5000	5000
Existing POS/computer system			8000	8000
Cash on Hand			10000	10000
			68000	68000
Total	Grand Total	105000	55000	90550
			250550	

	RDA	EDA	
Interest Rate	4%	4%	
Term (years)	15	15	
Monthly Payment	\$ 776.67	\$ 406.83	\$ 1,183.50

IV. JOB CREATION/RETENTION INFORMATION

Provide the following information on the jobs you expect to create and/or retain due to the loan from the Swift County loan program in the next two years

Job Title	# of Jobs	Hourly Wages	Annual Salary	Are jobs Perm. Or Temp?	Are jobs Full or Part-time?	Expected Hiring Date
Dish Washer	1	8.00	15,360	Perm	Full	When we open one retained
Cooks	2		24,000	Perm	Full	one new
Servers	3	8.00	15,360 7,680	Perm Perm	Full-2 Part-1	2 Retained 1 - New
Bar tender	1	9.00	8,640	Part	Part	New
Host	1	8.00	7,680	Perm	Part	New

Additional information regarding job creation or retention that may be helpful to the loan committee:

These are based of starting wages but will increase as knowledge is obtained to work effeciantly.

V. APPLICATION CHECKLIST

The following items must be provided to staff at least one week prior to consideration by the public lender(s).

To be completed by Applicant:

- Application (with assistance by staff or others if needed). The application must be signed by the applicant(s) to be considered complete.
- Business plan (see guide provided by staff).
- Historical financial information for the past three years including cash flows, profit and loss statements, and balance sheets
- Projected financial information for the next three years including monthly cash flow for the first year, annual cash flow for the next two years, profit and loss statements, and balance sheets
- Personal financial statement, less than 90 days old, for each person with a 20% or greater share of ownership in the business
- Authorization form, one for each individual seeking financing from the public entity
- Current business financial statements, less than 30 days old
- List of current debts, both business and personal, indicating original loan amount, purpose, lender, term and interest rate, payment amount and frequency, status, and maturity date
- Letters from appropriate offices regarding liens and judgments on record against both the business and owners
- A letter from the applicant stating reasons the loan is needed; why the project could not be funded by private sources; stating that the business will operate in the proposed location for at least five years after the loan is made; stating that the business does not have any ongoing adverse action on record with OSHA, EPA, MPCA, NLRB, FSA or other State or Federal agencies; and stating that the project will result in no adverse environmental impacts.

If approved Applicant must provide:

- Proof that the public lender is listed as a loss payee on the item(s) financed for the duration of the loan, annual proof will be provided
- Proof that public lender is listed as beneficiary on life insurance policy for balance of loan

To be completed by financial institution(s):

- Letter(s) stating amount of loan(s) for this project, and their terms and conditions *NA*
- Letter(s) of denial including reasons for denial *- Verbal to Staff*

To be completed by staff:

- Credit check
- Communicate with lender(s)
- Assist applicant complete application and supporting documentation

To be signed by applicant:

I have willfully furnished this confidential information to the Swift County Rural Development Authority for the purpose of applying for a loan. I understand that this information will be reviewed by the Swift County RDA Staff and will be available for review by the SCRDA Loan Committee.

Stephanee Ciel
Signature

08/22/2016
Date



Request for Board Action

BOARD MEETING DATE:
September 6, 2016

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Veteran Service Office	REQUESTOR: David Barrett	REQUESTOR PHONE: 320-842-5271
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Veterans Service Office Annual Report	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Swift County Veterans Service Office annual report.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

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

2016 Swift County Veterans Service Office Report

FY 2016 Enhancement Grant (closed)

- Computer
- Digital Scanner
- RDA Sponsorship
- Vietnam Veterans Traveling Wall Sponsorship
- County Fair Sponsorship & Event
- Mental Health Exams

• FY 2017 Enhancement Grant (planned)

- Digital Scanning/Upload
- Advertising
- Medical Opinions
- Promotional Items

Federal VA Dollars to Swift County (\$ in millions \$)

➤ <u>2012</u>	\$4.812
➤ <u>2013</u>	\$5.714
➤ <u>2014</u>	\$6.073
➤ <u>2015</u>	\$6.989

Swift Veteran Population (per federal GDG)

➤ <u>2012</u>	898
➤ <u>2013</u>	886
➤ <u>2014</u>	945
➤ <u>2015</u>	925

Office Initiatives:

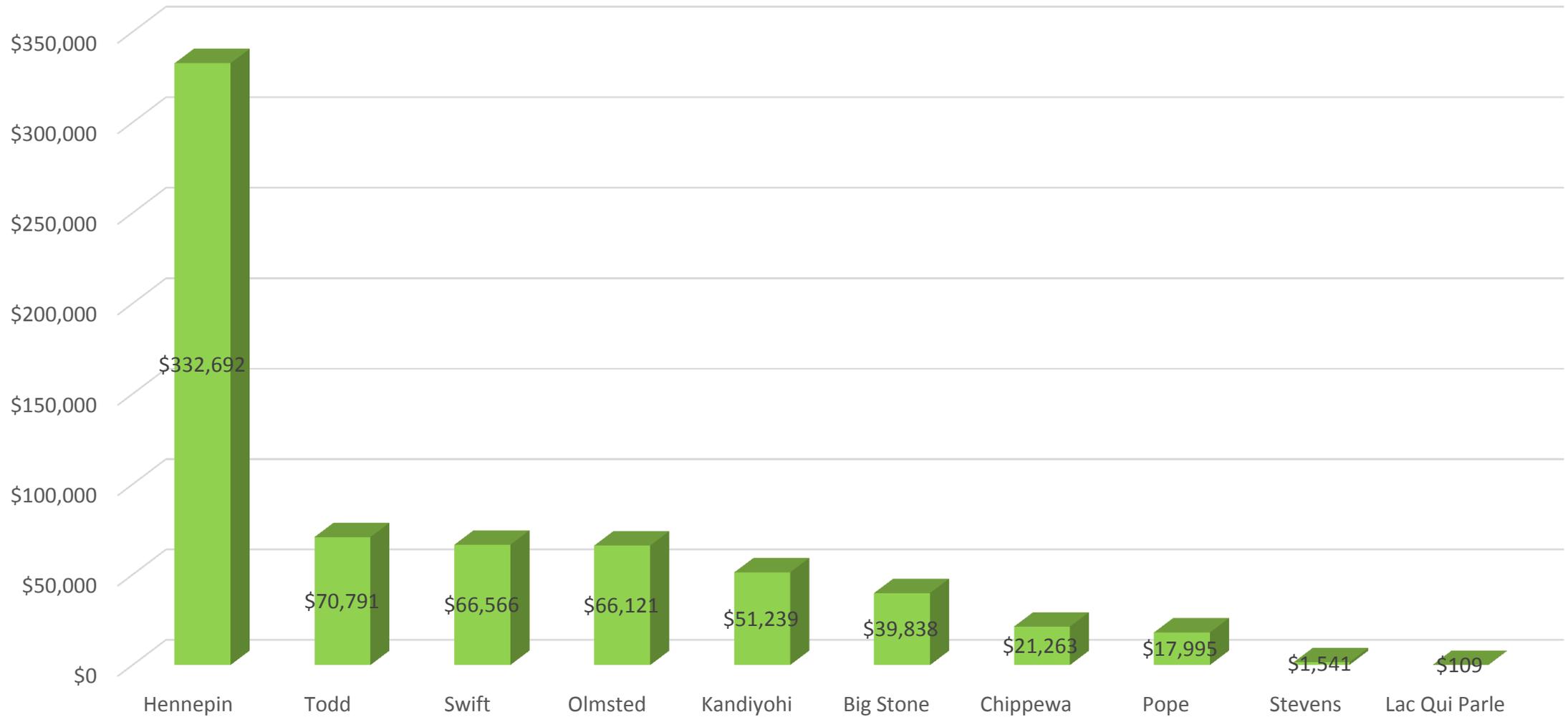
Vetra Spec Records Management Fully Operational

DADS

Hiring scanning contractor with grant

Outreach

2015 State Soldiers Assistance Grants





Request for Board Action

BOARD MEETING DATE:
September 6, 2016

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Presentation, review, and discussion of Swift County's Preliminary 2017 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 30. They are also required to set the TNT meeting by September 30.
BACKGROUND/JUSTIFICATION: The full budget and supporting document on the preliminary 2017 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 at the Board's September 20th meeting.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: n/a

Review/Recommendation

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



Request for Board Action

BOARD MEETING DATE:
September 6, 2016

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Review the 2017 Budgets and Levies for the HRA and RDA and consider the following actions: <ol style="list-style-type: none"> 1. Consider approving a resolution on the 2017 Budget and Levy for the HRA 2. Consider approving a resolution on the 2017 Budget and Levy for the RDA 	
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 for special taxing districts prior to September 15.
BACKGROUND/JUSTIFICATION: Attached are the 2016 requested budgets and resolutions approving the corresponding 2017 levy requests. The HRA levy request for 2017 is \$70,000 and the RDA is \$97,000 for a total of \$167,000. For the HRA this is a \$75,000 decrease from 2016's levy and for the RDA it is a \$10,000 increase. While these are outside the County's levy, if the HRA and RDA were part of the county this would represent a 0.63% reduction to the overall county's levy.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: These actions set the 2016 preliminary budget and levies for the HRA and RDA.
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Review/Recommendation

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

Resolution 16-07-25

The Housing and Redevelopment Authority of Swift County, Minnesota
Resolution Approving the
Authorization of the Special Benefit Tax
Pursuant to Minnesota Statutes 469.033, Subd.6

Whereas, the Housing and Redevelopment Authority of Swift County, Minnesota (the HRA) was created by the Swift County Board of Commissioners pursuant to Minnesota Statutes, Section 469.004; and

Whereas, pursuant to such action, the HRA was granted all powers and duties of a Housing and Redevelopment Authority under the provisions of the Municipal Housing and Redevelopment Act, Minnesota Statutes, Section 469.001 to 469.047 (formally 462.411-462.711) ("The Act") and

Whereas, the HRA desires to levy such a special benefit tax in the amount of \$70,000 which is less than 0.0185% of taxable market value upon all taxable property, both real and personal, within the HRA's area of operation; and

Whereas, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

Whereas, the HRA is also required pursuant to Section 469.033, Subd. 6, of the Act to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedure of the County in the same manner as required of the executive departments of the County, and the amount of the tax levy for the following year shall be based on that budget and approved by the Board Commissioners of Swift County;

Now Therefore, be it resolved that the duly appointed Board of Commissioners of the Housing and Redevelopment Authority of Swift County, Minnesota hereby submits its approved 2017 administrative budget and authorizes a request for a levy of a special benefit tax for taxes payable in 2017 within the Authority's taxing jurisdiction in the amount of \$70,000 for purposes outlined and authorized by Minnesota Statutes 469.001 to 469.047, but in no case shall the dollar levy for the HRA exceed the limitations prescribed by Minnesota Statutes, Section 469.027 to 469.033.

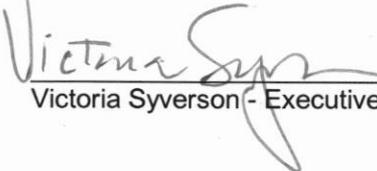
Be if further resolved, that the consent resolution of the Board of Commissioners of Swift County to this special tax be attached to this resolution and made part of it upon approval by the Board of Commissioners of Swift County.

Dated this 25th day of July, 2016



Paula Grace Chair

Attest:



Victoria Syverson - Executive Director

Resolution

RESOLUTION

**APPROVING THE AUTHORIZATION OF THE SPECIAL BENEFIT TAX
PURSUANT TO MINNESOTA STATUTES 469.033, SUBD.6 FOR
THE HOUSING AND REDEVELOPMENT AUTHORITY OF SWIFT COUNTY, MN**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the Housing and Redevelopment Authority of Swift County, Minnesota (the HRA) was created by the Swift County Board of Commissioners pursuant to Minnesota Statutes, Section 469.004; and

WHEREAS, pursuant to such action, the HRA was granted all powers and duties of a Housing and Redevelopment Authority under the provisions of the Municipal Housing and Redevelopment Act, Minnesota Statutes, Section 469.001 to 469.047 (formally 462.411-462.711) (“The Act”) and

WHEREAS, the HRA desires to levy such a special benefit tax in the amount of \$70,000 which is less than 0.0185% of taxable market value upon all taxable property, both real and personal, within the HRA’s area of operation; and

WHEREAS, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

WHEREAS, the HRA is also required pursuant to Section 469.033, Subd. 6, of the Act to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedure of the County in the same manner as required of the executive departments of the County, and the amount of the tax levy for the following year shall be based on that budget and approved by the Board Commissioners of Swift County;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Swift County, Minnesota hereby accepts the 2017 budget and consents to the levy of a special benefit tax for taxes payable in 2017 within the Authority’s taxing jurisdiction in the amount of \$70,000 for purposes outlined and authorized by Minnesota Statutes 469.001 to 469.047, but in no case shall the dollar levy for the HRA exceed the limitations prescribed by Minnesota Statutes, Section 469.027 to 469.033.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of September 2016.

Swift County Board of Commissioners

Peter Peterson, Chairman

ATTEST:

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

Fox _____
P. Peterson _____

Hendrickx _____
Rudningen _____

E. Pederson _____

RESOLUTION
REQUESTING THE SPECIAL BENEFIT TAX FOR 2017
THE SWIFT COUNTY RURAL DEVELOPMENT AUTHORITY

Motion by Member Amanda Ness Seconded by Member Terry Yokam

WHEREAS, the Swift County Rural Development Authority (RDA) desires to levy such a special benefit tax in the amount of \$97,000, within the RDA's area of operation; and

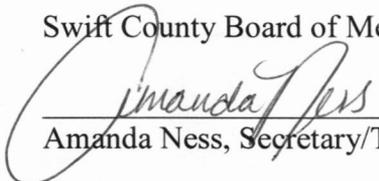
WHEREAS, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

WHEREAS, the RDA is also required to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedure of the County in the same manner as required of the executive departments of the County, and the amount of the tax levy for the following year shall be based on that budget and approved by the Board Commissioners of Swift County;

NOW THEREFORE, BE IT RESOLVED that the Board of Members of the Swift County Rural Development Authority, hereby requests the the levy of a special benefit tax for taxes payable in 2017 within the Authority's taxing jurisdiction in the amount of \$97,000. This represents a \$10,000 increase over the current levy amount of \$87,000. Should the RDA share amount received from a 2nd CVEC distribution in 2016 exceed \$10,000, the Swift County Rural Development Authority will withdraw its request for addition funds and desires to maintain its current year levy amount of \$87,000.

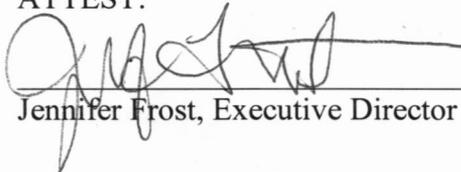
Adopted on a 6-0 vote by the Swift County RDA Board Members on the 15th day of August 2016.

Swift County Board of Members



Amanda Ness, Secretary/Treasurer

ATTEST:



Jennifer Frost, Executive Director

**RESOLUTION
CONSENTING TO THE SPECIAL BENEFIT TAX FOR
THE SWIFT COUNTY RURAL DEVELOPMENT AUTHORITY**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the Swift County Rural Development Authority (RDA) desires to levy such a special benefit tax in the amount of \$97,000, within the RDA's area of operation; and

WHEREAS, the levy of such a special benefit tax is subject to the consent of the Board of Commissioners of Swift County, Minnesota; and

WHEREAS, the RDA is also required to, in connection with the levy of such a special benefit tax, formulate and file a budget in accordance with the budget procedure of the County in the same manner as required of the executive departments of the County, and the amount of the tax levy for the following year shall be based on that budget and approved by the Board Commissioners of Swift County;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Swift County, Minnesota hereby accepts the 2017 budget and consents to the levy of a special benefit tax for taxes payable in 2017 within the Authority's taxing jurisdiction in the amount of \$97,000.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 6th day of September 2016.

Swift County Board of Commissioners

Peter Peterson, Chairman

ATTEST:

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

Fox _____
P. Peterson _____

Hendrickx _____
Rudningen _____

E. Pederson _____