

Notice & Agenda

Swift County Board of Commissioners

Tuesday, February 4, 2014

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.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:03 a.m.		Consent Agenda
	1-3	(1) Minutes from the January 21, 2013 Meeting
	4-7	(2) Consider approving a revision to the JPA agreement for Southern Prairie Community Care
	8-18	(3) Consider approving provider participation agreement with Southern Prairie Community Care
9:04 a.m.		Consider Approval of Commissioner warrants
9:05 a.m.		Commissioner and Board reports
9:20 a.m.		County Administrator report
9:25 a.m.		Citizens Comments
9:25 a.m.		County Treasurer Ron Vadnais
	19-21	Review fourth quarter 2013 financials
9:30 a.m.		County Administrator Mike Pogge-Weaver
	22-24	Review preliminary 2013 End-of-Year Executive Departmental Budget Report
9:35 a.m.		Environmental Services Director Scott Collins
	25-26	Consider adopting and implementing the Swift County Solid Waste Management Plan
		Other Business
	27-31	Discuss and consider approving an application for Swift Planning Grants
	32-33	Discussion Item: AMC Resolution on Legal Notice Publication
	34	Employment Updates (FYI)
		Closed session to complete a performance review
		Consider approving a closed meeting to evaluate the performance of an individual who is subject to its authority pursuant to Minnesota Statute 13D.03, Subd 3 for a scheduled annual performance review of County Administrator Michel Pogge-Weaver
		Closed session to complete performance review
		Adjourn close session and return to open session
10:15 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

January 21, 2014

Chairman Fox called the meeting to order at 11:00 AM with all members present as well as County Administrator Mike Pogge-Weaver and County Auditor Kim Saterbak.

Chairman Fox asked if there were any additions to the agenda. Commissioner Klemm requested a discussion on a proposed veteran's home in Montevideo. Administrator Pogge-Weaver requested adding a resolution related to federal recreation trails program for a proposed expansion to the Appleton Area Recreation Park and a request to appoint Dr. Matt Dammeyer to the SCBH Board of Directors. Finally a letter from the Big Stone County Board of Commissioners was presented related to the possibility of sharing an HR employee.

01-21-14-01 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the agenda with the additional items. Motion carried unanimously.

01-21-14-02 Commissioner Klemm moved and Commissioner Hendrickx seconded to approve the Consent Agenda which consisted of the Minutes of January 7, 2014 meeting. Motion carried unanimously.

01-21-14-03 Commissioner Rudningen moved and Commissioner Klemm seconded to approve the Commissioner warrants as follows: Applied Concepts, Inc, \$2,467.50; Ascheman Oil, \$29,848.54; Assoc Of Minnesota Counties, \$6,762.00; Center Point Energy Minnegasco, \$4,621.01; Computer Professionals Unlimited Inc, \$6,325.39; Cook/Rich, \$2,130.00; Duinick Inc, \$112,817.25; Independent Emergency Services, \$5,396.18; Information Systems Corporation, \$5,580.00; Kandiyohi County Sheriffs Dept, \$3,730.00; MN Counties Insurance Trust, \$171,193.68; Pflipsen Trucking LLC, \$9,763.92; Prairie Five Rides, \$3,585.00; Pro Action Safety & Sales, \$4,383.67; Treasurer, City Of Appleton, \$8,862.77; Treasurer, City Of Benson, \$5,503.61; Treasurer, Kerkhoven Township, \$2,067.47; Treasurer, School Dist #2853, \$8,662.18; Treasurer, School Dist. #775, \$7,748.66; Treasurer, School Dist. #777, \$10,780.44; Treasurer, West Bank Township, \$2,165.86; Waste Management Of Northern Minnesota, \$6,416.83; and Yellow Medicine County Jail, \$5,745.50.

Board and Committee Reports were given as follows: Chairman Fox reported on Countryside Public Health SHIP meeting, the Pomme de Terre Watershed, the RDC revolving loan committee, Restorative Justice Committee, and the Chippewa River Watershed. Commissioner Klemm reported on the Countryside Public Health SHIP meeting, Hospital Governance Board, DAC committee, and Prairie Lakes. Commissioner Peterson reported on the Hospital Governance Board, Countryside Public Health SHIP meeting, and the SWCD. Commissioner Rudningen reported on the Countryside Public Health SHIP meeting, Policy Committee, RFS meeting, and Glacial Ridge Scenic Byway. Commissioner Hendrickx reported on RDC revolving loan committee.

Administrator Pogge-Weaver has no special report.

Parks and Drainage Supervisor Mike Johnson presented a resolution raising fees for Swift Fall Park starting with the 2014 season. Mr. Johnson indicated that fees were last increased in 2004.

01-21-14-04 Motion by Commissioner Peterson and seconded by Commissioner Hendrickx to approve the proposed resolution increasing fees at Swift Falls Park. Motion carried unanimously.

Mr. Johnson proceeded to present resolutions seeking state and federal grant funding for a possible expansion of the Appleton Area Recreation Park.

01-21-14-05 Motion by Commissioner Hendrickx and seconded by Commissioner Klemm to approve the proposed grant resolutions. Motion carried unanimously.

Environmental Services Director Scott Collins presented a resolution implementing the Swift County Local Water Management Plan. Mr. Collins noted that the 10 year plan was recently approved by MN BWSR and the resolution before the board finalizes the County's approval of the plan.

01-21-14-06 Motion by Commissioner Hendrickx and seconded by Commissioner Rudningen on a resolution approving the implementing the Swift County Local Water Management Plan. Motion carried unanimously.

Mr. Collins proceeded to present a contract between Swift County D.A.C. and Swift County Environmental Service related to providing work to developmentally disabled adults.

01-21-14-07 Commissioner Hendrickx moved and Commissioner Klemm seconded to approve contract with Swift County D.A.C. Motion carried unanimously.

County Auditor Kim Saterbak reviewed a request from the City of Holloway to transfer tax forfeited property to the City for Park use.

01-21-14-08 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve a resolution approving the transfer of the east 105 feet of Lots 6 through 10, Block 3, Sage's 1st Addition City of Holloway to the City of Holloway with said property to be used as public park land. Motion carried unanimously.

Administrator Pogge-Weaver reviewed the MOU with LELS Local #10 related to holiday pay, reviewed the situation that resulted in the grievance, and explained that modifications to the 2014-2016 LELS contract will prevent the issue addressed from occurring in the future.

01-21-14-09 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the MOU with LELS Local #10 related to holiday pay. Motion carried unanimously.

Administrator Pogge-Weaver presented a resolution expressing support for continuing RFS and requests that the EPA reverse their proposed cuts to the RFS.

01-21-14-10 Commissioner Rudningen moved and Commissioner Peterson seconded the proposed resolution on RFS. Motion carried unanimously.

01-21-14-11 Commissioner Hendrickx moved and Commissioner Klemm seconded a resolution appointing Dr. Matt Dammeyer as the County Coroner. Motion carried unanimously.

Commissioner Klemm discussed with the Commission a meeting that was occurring in the afternoon in Montevideo on a proposal to build a new Veteran's Home in Montevideo. The Commission supported Commissioner Klemm attending the meeting and reporting the results of the meeting back to the board.

01-21-14-12 Commissioner Rudningen moved and Commissioner Peterson seconded a resolution appointing Dr. Matt Dammeyer to the SCBH Board of Directors. Motion carried unanimously.

The Board discussed the letter from Big Stone County exploring the possibility of having a shared HR position. The Board directed the Administrator to contact the Big Stone County to find out more information and to have the Board Chair and the Administrator to attend any meetings on the subject.

Chair Fox adjourned the meeting at 11:47 AM.

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, County Administrator



Request for Board Action

BOARD MEETING DATE:
February 4, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Human Services	REQUESTOR: Deanna Steckman	REQUESTOR PHONE: 843-3160
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a revision to the JPA agreement for Southern Prairie Community Care	
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: Name change from Southern Prairie Health Purchasing Alliance (SPHPA) to Southern Prairie Community Care (SPCC). Insertion of a new section regarding indemnification and hold harmless subpart for individual counties.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING:

Review/Recommendation

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

Board Action

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

**RESOLUTION OF THE
BOARD OF COMMISSIONERS
OF SWIFT COUNTY**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the Member Counties of the Southern Prairie Health Purchasing Alliance (“SPHPA”) adopted a Joint Powers Agreement (“JPA”) pursuant to the authority granted by Minn. Stat. § 471.59; and

WHEREAS, Swift County is a Member County of the SPHPA; and

WHEREAS, the JPA provides that the Board of Directors may, from time to time, adopt a business name for the entity or change the legal name; and

WHEREAS, the JPA also provides that amendments to it must be approved two-thirds of the Member Counties; and

WHEREAS, the Board of Directors approved a Resolution Amending Joint Powers Agreement at its duly called meeting on April 26, 2013, that “amended section 1.2 of the JPA and subsequent sections as necessary to reflect the name change from Southern Prairie Health Purchasing Alliance (“SPHPA”) to Southern Prairie Community Care (“SPCC”); and

WHEREAS, the Resolution Amending Joint Powers Agreement also added a new section 8.5 containing additional indemnification provisions recommended by SPHPA’s insurer, the Minnesota Counties Intergovernmental Trust (“MCIT”); and

WHEREAS, a copy of the Resolution Amending Joint Powers Agreement as approved by the Board of Directors is attached hereto for reference; and

WHEREAS, it appears necessary and desirable for Swift County to approve the Board-adopted amendments to the JPA described herein: and

NOW, THEREFORE, BE IT RESOLVED, that Swift County approves the JPA amendments adopted by the Board of Directors in the Resolution Amending Joint Powers Agreement on April 26th, 2013.

This Resolution is adopted on a _____ vote of the Board of Commissioners of Swift County at a meeting duly called on the 4th day of February, 2014.

Joe Fox, Chairman
Swift County Board of Commissioners

ATTEST:

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

SOUTHERN PRAIRIE COMMUNITY CARE

Board of Directors' Resolution Amending Joint Powers Agreement

First Recital: The Southern Prairie Community Care ("SPCC") Member Counties adopted a Joint Powers Agreement ("JPA") pursuant to the authority granted by Minn. Stat. § 471.59.

Second Recital: The JPA provides, among other things, that it may be amended by the affirmative vote of the county boards of two-thirds of the Member Counties.

Third Recital: The SPCC Board of Directors is exploring purchasing insurance from the Minnesota Counties Intergovernmental Trust ("MCIT").

Fourth Recital: The MCIT has suggested that SPCC amend its JPA to include additional terms regarding indemnification and to reflect the adoption of the SPCC name as a condition to the sale and purchase of insurance.

Fifth Recital: The SPCC Board of Directors has reviewed the suggested amendments.

NOW THEREFORE, BE IT RESOLVED:

1. The SPCC Board of Directors has reviewed amendments below and approves the submittal of the amendments to the county boards of the Member Counties for consideration and amendment of the JPA.

2. The SPCC JPA shall be amended as follows:

A. Amend section 1.2 and subsequent sections as necessary to reflect the name change from Southern Prairie Health Purchasing Alliance ("SPHPA") to Southern Prairie Community Care ("SPCC"):

1.2 Name.

The legal name of the rural care delivery system shall be the Southern Prairie ~~Health Purchasing Alliance~~ ("SPHPA") Community Care ("SPCC"). The Board may, from time to time, adopt a business name for the entity or change the legal name.

B. Insert a new section, 8.5:

8.5 Indemnification and Hold Harmless. SPCC shall fully defend, indemnify and hold harmless the Member Counties against all claims, losses, liability, suits, judgments, costs, and expenses resulting from the action or inaction of the Board and/or employees and/or the agents of SPCC. The agreement to indemnify and hold harmless does not constitute a waiver by any Member County of limitations on liability provided under Minn. Stat. § 466.04. To the full extent permitted by law, actions by the Member Counties pursuant to this Joint Powers Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Member Counties that they shall be deemed a “single governmental entity” for the purpose of liability, as set forth in Minn. Stat. § 471.59, subd. 1a(a). Provided further that for purposes of that statute, each Member County expressly declines responsibility for the acts or omissions of the other Member Counties.

ADOPTED BY ACTION of the SPCC Board of Directors at a meeting duly held on the 26th day of April, 2013.



Norman Holman
Chair, SPCC

4-26-13



Request for Board Action

BOARD MEETING DATE:
February 4, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Human Services	REQUESTOR: Deanna Steckman	REQUESTOR PHONE: 843-3160
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving provider participation agreement with Southern Prairie Community Care	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Agreement - yes
IS THIS MANDATED? no	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: As a potential provider for Southern Prairie Community Care, Human Services has been asked to sign a participation agreement – as per DHS contract requirement.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING:

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Reviewed	RECOMMENDATIONS: Approve
COMMENTS: No major concerns.	COMMENTS: None

Board Action

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

**SOUTHERN PRAIRIE COMMUNITY CARE
HEALTH CARE DELIVERY SYSTEM DEMONSTRATION
PROVIDER PARTICIPATION AGREEMENT**

This Provider Participation Agreement ("Agreement") is entered into between Southern Prairie Community Care, a joint powers entity formed pursuant to Minn. Stat. § 471.59 ("SPCC"), and Swift County Human Services ("Provider"), (collectively the "Parties") and effective 01-01-2014.

WHEREAS, the State of Minnesota, pursuant to Minn. Stat. § 256B.0755 and approval from the Centers for Medicare and Medicaid, is empowered to enter into contracts for a Health Care Delivery System ("HCDS") payment model that will represent a wide variety of geographic locations, patient populations, providers, and care coordination models, and will encourage formal and informal partnerships among health care delivery systems, counties, and non-profit agencies that provide services such as social services, public health, mental health, community-based projects, and continuing care; and

WHEREAS, SPCC has entered into a contract with the State of Minnesota through its Department of Human Services ("DHS") to become an HCDS Entity and participate in the HCDS Demonstration ("HCDS Contract"). A copy of the HCDS Contract is attached hereto as Attachment A and incorporated herein; and

WHEREAS, SPCC is seeking health care providers including, but not limited to, clinics, hospitals, physician and other provider groups, and outpatient service locations, to become an HCDS Participant and partner with SPCC to reduce the cost of, and improve the quality of, care provided to participants in Minnesota health care programs ("MHCP") residing in the SPCC Member Counties; and

WHEREAS, Provider is a public human service agency responsible for the provision of government funded assistance within three broad program areas: economic support, health care and social services and has the authority to bind its Participating Professionals to the terms of this Agreement as applicable; and

WHEREAS, Provider and its Participating Professionals wish to become HCDS Participants in the HCDS Demonstration with SPCC; and

WHEREAS, by virtue of becoming an HCDS Participant in the HCDS Demonstration with SPCC, Provider will be eligible for Shared Savings pursuant to the terms of the HCDS Contract and this Agreement; and

NOW, THEREFORE, in consideration of the terms, conditions, and mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

I. Definitions. Capitalized terms shall have the meanings ascribed to them herein unless otherwise defined in the HCDS Contract.

II. Provider Duties and Obligations

1. MHCP Participation. Provider and its Participating Professionals shall remain enrolled in MHCP and comply with the provisions of its MHCP provider agreement(s).
2. Participating Professionals.
 - a. Each quarter, by the date determined by SPCC, Provider shall compile and provide SPCC with a roster of its Participating Professionals in order to enable SPCC to fulfill its reporting requirements under the HCDS Contract.
 - b. Provider shall also, on a monthly basis, monitor the state and federal exclusion lists to ensure that none of its directors, officers, partners, agents, managing employees, persons with an ownership or control interest, or Participating Professionals are excluded from Medicaid or have been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program. Provider shall immediately provide SPCC written notice if any of the individuals or entities enumerated in this paragraph 2(b) are excluded from Medicaid or are convicted of a criminal offense related to that person's or entity's involvement in any program under Medicare, Medicaid, or the Title XX services program.
 - c. Provider certifies that it and its Participating Professionals hold all necessary credentials necessary to provide services to MHCP participants and act as an HCDS Participant pursuant to this Agreement including, but not limited to, licenses, certifications, and registrations. Provider agrees to provide SPCC with immediate notice if it or any of its Participating Professionals is no longer credentialed or becomes subject to licensure action rendering it unable to provide services to MHCP participants.
 - d. Provider certifies that it, its principals, and Participating Professionals are not:
 - i. presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal state or local governmental department or agency; and

ii. have not within a three-year period preceding this Agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification of records, making false statement or receiving stolen property; and

iii. currently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

iv. aware of any information and possess no knowledge that any subcontractors that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.

Provider shall immediately provide SPCC with written notice should it, its principals, or its Participating Professionals come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing; a public transaction, violating any federal or state antitrust statutes, or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

3. Monitor Quality of Care. Provider shall work with SPCC to establish processes and infrastructure to monitor and report quality and cost metrics (including, but not limited to Minnesota Community Measures) in order to improve the quality of care provided to MHCP participants as part of the HCDS Demonstration and comply with the requirements of the HCDS Contract. Based upon the processes and infrastructure developed, Provider agrees to report timely and with the frequency determined by SPCC.
4. Patient Engagement. Provider shall work with SPCC to develop and use processes to meaningfully engage patients who participate in MHCP and their families in the care they receive.
5. Data. Provider and its Participating Professionals acknowledge the importance of sharing patient data by and among Provider, its Participating Professionals, SPCC and other care and service providers to improve medical care and services, lower costs, and improve patient satisfaction. Accordingly, Provider and its Participating Professionals shall use their best efforts to secure consent for release of information as required by the Minnesota Health Records Act, Minn.

Stat. § 144.291 *et seq.* (the "Act"), utilizing a form to be supplied by SPCC, from MHCP participants who have been attributed to it and/or its Participating Professionals by DHS pursuant to the methodology contained in the HCDS Contract. In the alternative, Provider warrants that it and/or its Participating Professionals will obtain, and have obtained, consent as required by the Act from MHCP participants who have been attributed to it in order to release patient Health Records (as defined by the Act), to SPCC (or its subcontractors) and for SPCC (or its subcontractors) to re-release Health Records to other providers or entities including but not limited to Member County case managers and public health service providers, for the purposes enumerated herein.

Provider and its Participating Professionals shall provide Health Records to SPCC (or its subcontractors) for the purposes of coordinating care and services with other medical and service providers, including but not limited to counties, providing case and care management services, evaluating and improving the quality and effectiveness of services provided to MHCP participants residing in SPCC Member Counties, and any other purposes necessary for SPCC to perform as required by the HCDS Contract. Provider shall provide necessary data to the State or SPCC (including the Southern Prairie Community Care Center for Community Health Improvement) using standard data formats as required by State and Federal law.

6. Financial Data. As required by the HCDS Contract with the State of Minnesota, Provider shall submit to the State its most recent certified financial audit, IRS Form 990, or most recent board-reviewed financial statements if requested by the State.
7. Compliance with Laws and Regulations. Provider shall comply with, and take action to ensure its Participating Professionals comply with, all applicable state and federal laws including, but not limited to federal criminal law, the false claims act (31 U.S.C. §3729 *et seq.*), the anti-kickback statute (42 U.S.C. §1320a-7b(b)), the civil monetary penalties law (42 U.S.C. §1320a-7a), the physician self-referral law (42 U.S.C. §1395nn), the Minnesota Health Records Act, Minn. Stat. § 144.291 *et seq.* and the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191, and its implementing regulations, 45 C.F.R. Parts 160 and 164. In the event that the State of Minnesota identifies trends or patterns suggesting improper claim submission, discriminatory marketing activities, selective recruitment, or avoidance of at-risk patients, Provider agrees to submit documentation as required by the State for further investigation.
8. Compliance with HCDS Performance Standards. The HCDS Contract requires that certain performance standards, including but not limited to reporting, quality, and patient satisfaction standards are satisfied in order for SPCC to receive the full measure of Shared Savings. Provider shall comply with, and ensure that its Participating Professionals comply with, all applicable performance standards. Failure to meet a performance standard shall disqualify Provider

and/or its Participating Professionals from receiving any Shared Savings distribution attributable to the Performance Period for which the Provider failed to comply with the performance standard(s).

9. Care Management, Coordination, and Improvement. Provider shall cooperate with SPCC in the creation, implementation, and performance of care coordination, case management and care improvement programs.

III. SPCC Duties and Obligations.

1. Non-Interference. Nothing in this Agreement shall be construed to prohibit, or otherwise restrict, Provider or any of its Participating Professionals from acting within the Provider's or Participating Professional's lawful scope of practice, from advising or advocating on behalf of a Beneficiary, with respect to the following:
 - a. The Beneficiary's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
 - b. Any information the Beneficiary needs in order to decide among all relevant treatment options;
 - c. The risks, benefits, and consequences of treatment or non-treatment; or
 - d. The Beneficiary's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

IV. Shared Savings Distribution.

1. Total Cost of Care. SPCC's performance will be measured against a Total Cost of Care target derived by DHS from the SPCC's historical performance and adjusted for changes in population risk, expected trend, and achievement of enumerated reporting, quality, and patient satisfaction measures as pursuant to the HCDS Contract. Shared Savings is defined in, and will be calculated pursuant to, all terms and conditions in the HCDS Contract and Attachments thereto.
2. Shared Savings Categories of Services. Shared Savings payable to the SPCC for each performance period, if any, will be segregated by SPCC pursuant to the following weights for each Category of Service:

(a)	Primary Care	60%
(b)	Hospital and Outpatient	30%
(c)	Mental Health/CD	5%
(d)	County Services	5%

SPCC will determine which Category of Service(s) is/are provided by Provider (and/or its Participating Professionals). SPCC's determination will be final and binding upon Provider and its Participating Professionals.

3. If Provider is a clinic or is executing this Agreement on behalf of a clinic or clinics, its Shared Savings distribution, if any, will be based upon attributed population and Provider will be responsible for distributing funds to its Participating Professionals pursuant to agreement between it and its Participating Professionals. SPCC is not responsible for any shared savings distribution process, amount, or methodology for Provider's Participating Professionals.
4. If Provider is a hospital or is executing this Agreement on behalf of a hospital or hospitals, Shared Savings, if any, will be distributed to Provider based upon volume of admissions and/or registrations as determined by SPCC.
5. If Provider is a provider of Mental Health/CD services, or is executing this Agreement on behalf of Participating Professionals who provide Mental Health/CD services, Shared Savings, if any, will be distributed to Provider based upon patient attribution and point of service for this Category of Services as determined by SPCC.
6. Shared Savings, if any, for each Performance Period will be distributed by SPCC (or its designee) to Provider within 60 days after receiving Final Payment from DHS for the relevant Performance Period as described in the HCDS Contract. SPCC is not responsible for distribution of Shared Savings, if any, to Provider's Participating Professionals.
7. Notwithstanding anything in this Agreement to the contrary, if Provider or any of its Participating Professionals do not comply with the reporting requirements contained in the HCDS Contract, Attachment F, neither Provider nor its Participating Professionals shall receive any Shared Savings distribution attributed to that Performance Period.
8. SPCC shall have final authority for all Shared Savings calculations and distribution, and any determinations regarding Shared Savings calculations and/or distributions shall be final and binding upon Provider and its Participating Professionals. SPCC reserves the right to retain up to twenty-percent (20%) of Shared Savings for each Performance Period as necessary to fund SPCC's operating expenses as it, in its sole discretion, determines is necessary.

V. Term and Termination.

1. Term. This Agreement shall become effective upon the date executed by Provider and SPCC. It shall terminate on the date of termination of the HCDS Contract unless terminated earlier by SPCC as provided in this Article V.

2. Without Cause. This Agreement may be terminated by SPCC at any time, with or without cause, upon ninety (90) days written notice to Provider. In the event of such a termination, Provider shall be entitled to payment, determined on a *pro rata* basis, of Shared Savings (if any) through the effective date of termination, subject to the terms of Article IV of this Agreement.
3. Termination of HCDS Contract by State. SPCC may immediately suspend or terminate this Agreement, at its sole discretion, in the event that the State suspends or terminates the HCDS Contract. In the event SPCC exercises its right under this Paragraph, Provider shall be entitled to payment, determined on a *pro rata* basis, of Shared Savings (if any) through the effective date of termination, subject to the terms of Article IV of this Agreement.
4. Insufficient Funds. SPCC may immediately terminate this Agreement if the State does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for payment. Termination will be by written notice to Provider. In the event SPCC exercises its right under this Paragraph, Provider shall be entitled to payment, determined on a *pro rata* basis, of Shared Savings (if any) through the effective date of termination, subject to the terms of Article IV of this Agreement and subject to funds being available from the State.
5. Breach. Notwithstanding any other provision of this Agreement, upon SPCC's knowledge of a curable material breach of this Agreement by Provider, SPCC shall provide Provider written notice of the breach and twenty (20) days to cure the breach. If Provider does not cure the breach within the time allowed, Provider will be in default of this Agreement and SPCC may terminate the Agreement immediately. If Provider has breached a material term of this Agreement and cure is not possible, SPCC may immediately terminate this Agreement. In the event this Agreement is terminated due to breach by Provider, neither Provider nor its Participating Professionals shall receive any Shared Savings distribution for the Performance Period in which the Agreement was terminated.
6. Obligation to Provide Data. Upon termination of this Agreement and continuing until final payment of any Shared Savings is complete, Provider shall upon request by SPCC or the State, provide information to SPCC and/or the State that may be necessary to end data collection and determine payments owed. Provider shall cooperate with a mutually agreed-upon termination plan.

VI. Miscellaneous.

1. Choice of laws. This Agreement, and any amendments or supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement or breach thereof, shall be in the state or federal court with competent jurisdiction in Lyon County, Minnesota.

2. Waiver. If either SPCC or Provider fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to enforce it.
3. Notice. Any notice or communication required to be given pursuant to the terms and provisions of this Agreement shall be sent by certified mail at the following address unless otherwise agreed to in writing:

Provider: <hr/> Swift County Human Services <hr/> Attention: Director <hr/> 410 21 st Street South, PO Box 208 Benson MN 56215 <hr/>	SPCC <hr/> Southern Prairie Community Care <hr/> 607 West Main Street <hr/> PO Box 513 Marshall MN 56258 <hr/>
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4. Assignment. Provider may not assign nor transfer any rights or obligations under this Agreement without prior written consent by SPCC.
5. Amendments. This Agreement constitutes the complete understanding and agreement of the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understanding, oral, or written, relating to its subject matter. Any amendments to, or modification of, this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.
6. Construction of Terms. If any provision of this Agreement conflicts with, or is contrary to, the terms of the HCDS Contract the contradictory terms of this Agreement shall be modified, to the extent possible, and only to the extent necessary, to conform with the terms of the HCDS Contract.
7. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.
8. Indemnification.

Provider shall defend, hold harmless and indemnify SPCC from and against any and all claims, causes of action, liabilities, damages or judgments, including attorney's fees, asserted against, imposed upon or incurred by SPCC as a result of, by way of example and not limitation, Provider's or Provider's Participating Professionals, negligent, dishonest, fraudulent, malicious, reckless, willful or intentional wrongful acts or omissions, or if Provider or Provider's Participating

Professionals acted contrary to SPCC policies, procedures or instructions, or the willful violation of any law including, but not limited to, any act or omission that violates any civil rights laws.

SPCC shall defend, hold harmless and indemnify Provider from and against any and all claims, causes of action, liabilities, damages or judgments, including attorney's fees, asserted against, imposed upon or incurred by Provider as a result of, by way of example and not limitation, SPCC's dishonest, fraudulent, malicious, reckless, willful, or intentionally wrongful acts or omissions.

9. Independent Entities. Each party to this Agreement is and shall continue to be an independent entity. Neither party is an employee, agent or representative of the other. Provider shall not be eligible for any benefits available to employees of SPCC, including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, any employee benefit plan, or sick pay.

10. Independent Medical Judgment. Nothing in this Agreement is intended to interfere with the exercise of independent medical judgment by Provider or its Participating Professionals, the practice of medicine or the professional nature of any provider-patient relationship.

Dated: 02-04-2014

Dated: _____

Swift County Human Services
Provider

Southern Prairie Community Care

By: _____

By: _____

Its: Swift County Board of Commissioners Chair

Its: _____

Attest:

Michel J. Pogge-Weaver
Swift County Clerk of the Board



Request for Board Action

BOARD MEETING DATE:
February 4, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Treasurer	REQUESTOR: Ron Vadnais	REQUESTOR PHONE: 320-843-3544
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review 4th Quarter 2013 Cash & Investments	
AGENDA YOU ARE REQUESTING TIME ON: 9:25 a.m	ARE YOU SEEKING APPROVAL OF A CONTRACT? NO
IS THIS MANDATED? NO	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: N/A	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? N/A	

Budget Information

FUNDING: N/A

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: N/A	RECOMMENDATIONS: N/A
COMMENTS: N/A	COMMENTS: N/A

Board Action

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

Swift County Cash & Investments

(Includes unrealized gains)

As of 12/31/13

Acct	12/31/13 Balance
ASSETS	
Cash and Bank Accounts	
Citizens Alliance Bank-Murdock	25,349.00
Financial SecurityBk-Kerkhoven	11,881.70
HS MMKT#1006436-1st Security	127,216.26
HS-MMIS# 14534(Credit Union)	205,605.95
PSB-Appleton	19,124.60
R&B MMKT#29306-ComDevBank	753,666.09
R&B-MMIS#1006493-1st Security	1,916,345.84
Rev-MMKT#1007665-1st Security	1,608,023.33
Revenue12-4	100,000.00
Revenue12-5	100,000.00
Revenue12-6	100,000.00
Revenue13-9	100,000.00
StBkDanvers	441,212.98
WELLS FARGO	1,378,829.41
TOTAL Cash and Bank Accounts	6,887,255.16
Other Assets	
EMP BENEFITS--CD@ Riverwood Bk	200,000.00
TOTAL Other Assets	200,000.00
Investments	
REV-HEALTH CARE <i>(Mutual Fund)</i>	524,981.42
TOTAL Investments	524,981.42
TOTAL ASSETS	7,612,236.58
LIABILITIES	
	0.00
OVERALL TOTAL	7,612,236.58

SWIFT COUNTY
 INVESTMENTS & ACCRUED INTEREST RECEIVABLE LIST

30-Jan-2014

FUND #	FUND NAME	INST. #	INSTITUTION	ID #	MATURITY DATE	Total Invest.	INTEREST RATE	MONTH ENDED	ACCRUED INTEREST
									\$0.00
1001	Tax Accts(Consolidated)		Various		31-Dec-2013	\$56,355.30		31-Dec-2013	\$55.54
1001	Revenue	1	1st Security	MMS#1007665	31-Dec-2013	\$1,608,023.33	0.20%	31-Dec-2013	\$273.15
1001	Revenue	15	WELLS FARGO	1AB21819	31-Dec-2013	\$1,378,829.41	0.01%	31-Dec-2013	\$15.44
1001	Revenue/checking	2	StBk of Danvers	267151	31-Dec-2013	\$441,212.98	0.10%	31-Dec-2013	\$115.67
1092	Rev/Health Care	12	Franklin Fd	045789	31-Dec-2013	\$524,981.42	1.22%	31-Dec-2013	\$1,406.45
1097	Rev/R&B/HS EmpBenefits	F 4	RiverWood Bk	811001421	08-Mar-2014	\$200,000.00	0.75%	31-Dec-2013	\$2,724.66
1097	Revenue	15	CompassBK	20449E6F8	09-Jun-2014	\$100,000.00	0.80%	31-Dec-2013	\$451.51
1097	Revenue	15	GE Capital	36160XRY5	17-Dec-2013	\$0.00		31-Dec-2013	\$0.00
1097	Revenue	15	Bk of India	06278CER2	17-Sep-2014	\$100,000.00	0.55%	31-Dec-2013	\$156.71
1097	Revenue	15	Goldman Sachs	38143AQG3	21-Apr-2014	\$100,000.00	0.75%	31-Dec-2013	\$152.05
1097	Revenue	15	DiscoverBk-DE	254671BH2	26-May-2015	\$100,000.00	1.05%	31-Dec-2013	\$103.56
1101	Human Services	1	1st Security	MMS#100643631	31-Dec-2013	\$127,216.26	0.20%	31-Dec-2013	\$21.61
1101	Human Services	17	Co-op Credit Union	Svgs#14534	31-Dec-2013	\$205,605.95	0.30%	31-Dec-2013	\$155.47
3001	R&B	13	Comm. Dev. Bk	29306	31-Dec-2013	\$753,666.09	0.20%	31-Dec-2013	\$379.99
3093	R&B	1	1st Security	MMS#100649331	31-Dec-2013	\$1,916,345.84	0.20%	31-Dec-2013	\$325.52
TOTALS						7,612,236.58	0.45%		\$6,337.33
1001	Revenue	18	SCBH-LOAN		31-Dec-2033	\$1,917,837.54	2.00%	30-Jun-2013	\$3,196.40
1001	Revenue	18	CNH Loan#1		11-Oct-2016	\$988,504.74	1.75%	30-Jun-2013	\$3,222.46
1001	Revenue	18	CNH Loan#2		09-Jul-2019	\$344,453.80	1.75%	30-Jun-2013	\$1,497.20



Request for Board Action

BOARD MEETING DATE:
February 4, 2014

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 preliminary 2013 End-of-Year Executive Departmental Budget Report	
AGENDA YOU ARE REQUESTING TIME ON: 9:30 a.m	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: Attached is a preliminary 2013 End-of-Year Executive Departmental Budget Report that will be reviewed at the Commission's meeting.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? N/A	

Budget Information

FUNDING: N/A

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: N/A	RECOMMENDATIONS: N/A
COMMENTS: N/A	COMMENTS: N/A

Board Action

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

**** **Swift County** ****
Executive Departmental Budget to Actual Review
As of December 31, 2013



Operational Funds

	Expenditures				Revenues				Net Actual
	Full Year Budget	1/1/2013 12/31/2013 Actual	Variance	PCT	Full Year Budget	1/1/2013 12/31/2013 Actual	Variance	PCT	
1 County General Revenue									
3 General Government	(8,000)	143,846	(151,846)	-1798	5,111,476	5,266,777	155,301	103	5,122,931
5 Board Of Commissioners	244,475	228,935	15,540	94	0	0	0	0	(228,935)
21 Law Library	0	24,411	(24,411)	0	0	13,405	13,405	0	(11,006)
31 County Administration	154,700	163,722	(9,022)	106	0	225	225	0	(163,497)
40 County Auditor	281,715	218,626	63,089	78	75,000	51,836	(23,164)	69	(166,790)
41 County Treasurer	186,936	177,189	9,747	95	8,000	15,666	7,666	196	(161,523)
42 County Assessor	251,291	220,801	30,490	88	39,127	38,768	(360)	99	(182,034)
43 Public Examiners	61,000	53,446	7,554	88	0	0	0	0	(53,446)
44 Licenses And Permits	0	1,375	(1,375)	0	3,500	4,670	1,170	133	3,295
60 Data Processing	75,500	65,055	10,445	86	0	25,768	25,768	0	(39,287)
89 Elections	4,000	7,347	(3,347)	184	0	2,276	2,276	0	(5,071)
90 County Attorney	370,141	379,003	(8,862)	102	13,000	39,159	26,159	301	(339,844)
100 Land Records	245,971	186,493	59,478	76	171,248	119,357	(51,891)	70	(67,135)
110 Courthouse	195,672	154,828	40,844	79	0	0	0	0	(154,828)
111 County Museum building	168,672	40,610	128,062	24	0	0	0	0	(40,610)
112 CPHS building	0	8,429	(8,429)	0	0	0	0	0	(8,429)
113 Prairie 5-Counsel Assoc building	0	6,389	(6,389)	0	0	0	0	0	(6,389)
120 County Medical Insurance	0	26,647	(26,647)	0	0	0	0	0	(26,647)
122 Veterans Service	145,518	130,201	15,317	89	7,600	19,124	11,524	252	(111,077)
123 Planning And Zoning	82,790	64,378	18,412	78	78,390	150,859	72,469	192	86,481
148 Technology Committee	17,300	24,601	(7,301)	142	0	0	0	0	(24,601)
149 Technical Support	138,040	92,308	45,732	67	113,000	99,085	(13,915)	88	6,777
200 Sheriff	1,243,058	1,178,667	64,391	95	30,625	157,105	126,480	513	(1,021,562)
202 911 Distributioon	42,339	15,804	26,535	37	94,000	76,495	(17,505)	81	60,691
204 Coroner	15,000	12,474	2,526	83	0	0	0	0	(12,474)
205 Jail	884,750	796,936	87,814	90	12,000	28,632	16,632	239	(768,304)
251 Grants 6W Community Corrections	161,590	161,584	6	100	0	0	0	0	(161,584)
261 Restorative Justice	84,479	47,902	36,577	57	25,000	13,356	(11,644)	53	(34,546)
280 Emergency Management	73,611	67,369	6,242	92	16,500	25,431	8,931	154	(41,939)
400 Countyside Public Health Service	86,177	130,558	(44,381)	151	0	0	0	0	(130,558)
406 Youth Programs	103,264	97,703	5,561	95	300	329	29	110	(97,374)
520 County Parks	516,000	98,834	417,166	19	509,000	101,031	(407,969)	20	2,197
521 Parks And Drainage	197,696	168,998	28,698	85	107,118	135,683	28,565	127	(33,315)
600 Extension	137,160	124,264	12,896	91	0	0	0	0	(124,264)
602 Agriculture Inspector	13,500	13,500	0	100	0	0	0	0	(13,500)
603 Predator Control	8,000	7,975	25	100	0	0	0	0	(7,975)
701 Economic Development Grow	0	0	0	0	0	0	0	0	0
703 Grants And Appropriations	379,070	601,881	(222,811)	159	0	0	0	0	(601,881)
800 Unallocated	0	0	0	0	0	0	0	0	0

**** **Swift County** ****
Executive Departmental Budget to Actual Review
As of December 31, 2013



Operational Funds

	Expenditures				Revenues				Net Actual
	Full Year Budget	1/1/2013 12/31/2013 Actual	Variance	PCT	Full Year Budget	1/1/2013 12/31/2013 Actual	Variance	PCT	
1 County General Revenue	6,561,415	5,943,086	618,329	91	6,414,884	6,385,037	(29,847)	100	441,951
2 Solid Waste Fund									
390 Environmental Services	933,413	923,731	9,682	99	912,932	889,568	(23,364)	97	(34,163)
2 Solid Waste Fund	933,413	923,731	9,682	99	912,932	889,568	(23,364)	97	(34,163)
3 County Road & Bridge									
300 Highway Administration	190,250	962,484	(772,234)	506	6,685,751	5,313,381	(1,372,370)	79	4,350,897
301 Shared County Engineer	162,809	148,647	14,162	91	81,405	74,621	(6,784)	92	(74,026)
310 Maintenance	1,876,195	655,686	1,220,509	35	0	0	0	0	(655,686)
311 Authorized Work Contributions	0	144,288	(144,288)	0	0	0	0	0	(144,288)
315 Engineering	79,722	28,378	51,344	36	0	0	0	0	(28,378)
320 Construction	3,423,944	1,864,516	1,559,428	54	0	0	0	0	(1,864,516)
330 Equipment & Maintenance Shops	735,496	651,662	83,834	89	0	0	0	0	(651,662)
350 Other (Highway)	10,000	10,131	(131)	101	0	0	0	0	(10,131)
360 Accounts Receivable	0	5,080	(5,080)	0	0	0	0	0	(5,080)
370 Inter-Governmental Expense	354,142	366,435	(12,293)	103	0	0	0	0	(366,435)
3 County Road & Bridge	6,832,558	4,837,307	1,995,251	71	6,767,156	5,388,002	(1,379,154)	80	550,695
8 Revolving Loan Fund									
700 Revolving Loan Fund	0	317,551	(317,551)	0	0	610,766	610,766	0	293,215
8 Revolving Loan Fund	0	317,551	(317,551)	0	0	610,766	610,766	0	293,215
11 Welfare & Family Services									
404 Income Maintenance	1,155,290	1,104,042	51,248	96	1,155,290	1,048,329	(106,961)	91	(55,713)
405 Social Services	3,278,755	3,161,774	116,981	96	3,237,079	3,008,280	(228,799)	93	(153,493)
11 Welfare & Family Services	4,434,045	4,265,815	168,230	96	4,392,369	4,056,609	(335,760)	92	(209,207)
40 County Ditches Fund									
3 General Government	0	(1,336)	1,336	0	0	621,932	621,932	0	623,268
800 Unallocated	0	484,523	(484,523)	0	0	0	0	0	(484,523)
40 County Ditches Fund	0	483,187	(483,187)	0	0	621,932	621,932	0	138,745
65 County health insurance									
0 ...	0	1,098	(1,098)	0	0	65,354	65,354	0	64,256
65 County health insurance	0	1,098	(1,098)	0	0	65,354	65,354	0	64,256
	18,761,431	16,771,775	1,989,656		18,487,341	18,017,268	(470,073)		1,245,493



Request for Board Action

BOARD MEETING DATE:
February 4, 2014

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider adopting and implementing the Swift County Solid Waste Management Plan	
AGENDA YOU ARE REQUESTING TIME ON: 9:35 a.m.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: MPCA required 10 year update.
BACKGROUND/JUSTIFICATION: Swift County recognizes the need to plan and implement waste reduction, recycling, education, yard waste, source separated organic materials composting, special and problem material waste management strategies, and processing of MSW. This update fulfills all MPCA requirements.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING:

Review/Recommendation

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

Board Action

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

**A RESOLUTION TO APPROVE AND ADOPT THE
SWIFT COUNTY SOLID WASTE MANAGEMENT PLAN**

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, the legislature of the State of Minnesota requires that Minnesota’s counties develop a Solid Waste Management Plan in accordance with Minn. Stat. §§ 115A.46; 115A.471; 115A.551, subds. 6-7; 115A.552; 115A.557, subd. 2-3; 115A.63; 115A.84; 115A.914; 115.96, Subd.6-7; 115A.917; 115A.97; Minn. Rules 9215 and all other applicable statutes and rules; and

WHEREAS, Minnesota counties recognize the need to plan for and practice environmentally sound methods of managing their solid waste stream;

WHEREAS, in 1989, the legislature of the State of Minnesota enacted legislation to require that Solid Waste Management Plan’s be amended to include the requirements in Minn. Stat. §§ 115A.551, 115A.914 and 115A.96, Subd. 6 (1991); and

WHEREAS, Swift County recognizes the need to plan for and implement waste reduction, recycling, education, yard waste, source separated organic materials composting, special and problem material waste management strategies, and processing of MSW;

NOW, THEREFORE, BE IT RESOLVED, that the Swift County Board of Commissioners hereby approves and adopts the Swift County Solid Waste Management Plan and supporting documentation, dated February 4, 2014.

BE IT THEREFORE FURTHER RESOLVED, that Swift County agrees to maintain and implement the Plan as required by Minn. Rules pt. 9215.0530, subp. 1 and 2.

BE IT THEREFORE FURTHER RESOLVED, that the Swift County Board of Commissioners submits this document to the Commissioner of the Minnesota Pollution Control Agency pursuant to applicable Minnesota laws and rules.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 21st day of January 2014.

Joe Fox, Chairman
Swift County Board of Commissioners

ATTEST:

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

Fox _____ Hendrickx _____ Klemm _____
Peterson _____ Rudningen _____

STATE OF MINNESOTA)
)ss.
COUNTY OF SWIFT)

I, Michel J. Pogge-Weaver, County Administrator and Clerk of the Board, for the County of Swift, State of Minnesota, do hereby certify that I have compared the foregoing copy of a Resolution with the original minutes of the proceedings of the Board of County Commissioners, Swift County, Minnesota at their sessions held on the 4th day of February, 2014, now on file in the Swift County Administrator’s Office, and have found the same to be a true and correct copy thereof.

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



Request for Board Action

BOARD MEETING DATE:
February 4, 2014

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: Discuss and consider approving an application for Swift Planning Grants	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: The 2014 budget included \$25,000 for "Swift Planning Grant". The purpose of the grants is to encourage Cities and Townships in the County to complete comprehensive or strategic planning activities. The terms of the grants are:	
<ul style="list-style-type: none"> • An individual city of township can request up to \$10,000. • Up to 50% of a project cost can be funded with a Swift Planning Grant. RDC Hedgehog Grants can be used to satisfy the local match requirement. • Swift Planning Grants are reviewed and subject to approved by the Swift County Board of Commissioners. • Grants can be applied for at any time and would be available until all funding is exhausted. 	
If the Board finds these terms and the attached application for acceptable, staff will begin advertising and distributing the information to communities in the County.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? N/A	

Budget Information

FUNDING: \$25,000 was set aside in board discretionary funds for these grants.
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Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Approve as presented
COMMENTS: N/A	COMMENTS: None



Swift Planning Grants

Swift County wants to help cities and townships in our County to complete local planning activities. Your success is our success. We know that communities have lots of needs but may have a hard time paying for them. We listened to you and created a new fund to help subsidize the cost of our services to assist you with your requests.

Eligibility

- Eligible entities for the Swift Planning Grant include all cities and townships in Swift County. \$25,000 has been earmarked for 2014 for the Swift Planning Grants.
 - An individual city of township can request up to \$10,000.
- Funds are available to complete comprehensive planning and strategic planning.
- Up to 50% of a project cost can be funded with a Swift Planning Grant.
 - Applicants can use and are encouraged to seek Hedgehog grants from the Upper Minnesota Valley Regional Development Commission to help fund the local match.
- One grant per project.
- One grant per eligible entity per year.
- Swift Planning Grants are reviewed and subject to approved by the Swift County Board of Commissioners.
- The Swift County reserves to right to update the eligibility guidelines at any time.

Nature of Project

What type of project are you interested in?

Comprehensive Planning Strategic Planning

Contact Information

Community Name	
Contact Person	
Mailing Address	
City/ State/ZIP	
Work Phone	
Alt. Phone	
E-Mail Address	

Project Details

Please provide a brief description of the project you would like assistance with: _____

Estimated Project Cost

Total Estimated Project Cost \$ _____

Requested Amount from Swift Panning Grant \$ _____

(Maximum request: eligible entities may apply for 50% of the total project cost up to \$10,000.)

Are the remaining project costs committed from the City or other entity? ____ Yes ____ No

(If Applicable) Please list any other partners in the project and their financial commitment:

Organization & Contact

Committed Amount

Authorized Signature

Authorized Signature

Date

Authorized Signature Title

Swift County wants to help cities and townships in our County to complete local planning activities. Your success is our success. We know that communities have lots of needs but may have a hard time paying for them. We listened to you and created a new fund to help subsidize the cost of our services to assist you with your requests.

The following describes strategic planning and comprehensive planning projects that can be funded with a Swift Planning Grant.

Strategic Planning

Strategic planning determines what a city wants to do over the next year or more, how it's going to get there and how it'll know if it got there or not. Cities need to make decisions on allocating its resources to accomplish what they want to do. These decisions include how to allocate capital and employee's time.

Three steps to strategic planning include:

1. Conducting a scan, review, or survey of the city's environment (for example, of the political, social, economic, technical environment and changing demographics).
2. Developing goals describing what the city must do as a result of the major issues and opportunities facing the organization. Goals should be worded to be specific, measurable, acceptable (to those working to achieve the goals), realistic, timely.
3. Determining how the goals will be accomplished by specifying objectives, action steps, responsibilities and timelines for each strategic goal. It should also include methods to monitor and evaluate the plan, which includes creating a process to determine and report on who has accomplished an objective and when.

It's common to develop an annual plan (sometimes called the operational plan or management plan), which includes the strategic goals, strategies, objectives, responsibilities and timelines that should be done in the coming year. Often, organizations will develop plans for each major function, division department, etc., and call these work plans.

Usually, budgets are included in the strategic and annual plan, and with work plans. Budgets specify the money needed for the resources that are necessary to implement the annual plan. Budgets also depict how the money will be spent, for example, for human resources, equipment, materials, etc. There are several different kinds of budgets.

- Operating budgets are usually budgets associated with major activities over the coming year.
- Project budgets are associated with major projects, for example, constructing a building, developing a new program or product line, etc.
- Cash budgets depict where cash will be spent over some near term, for example, over the next three months (this is very useful in order to know if you can afford bills that must be paid soon).
- Capital budgets are associated with operating some major asset, for example, a building, automobiles, furniture, computers, etc.

Comprehensive Planning

A comprehensive plan is a document used by a city or county to plan for the future. This plan dictates public policy in a variety of topics relative to their jurisdiction. Topics are identified by involving various community leaders, community organizations, and ordinary citizens. Once issues have been identified by a community, goals can then be established that help community leaders make future decisions which will affect the city.

Comprehensive plans typically cover a long-term time horizon (20 years) and cover a broad range of topics like:

- Agriculture
- Land Use
- Utilities
- Communication
- Business/Economic Development
- City/County Services
- Housing
- Natural Resources/Parks/Recreation
- Energy
- Transportation

The community needs to adopt the plan as an official statement of policy in order for it to take effect. This is usually done by the City Council or County Board of Commissioners and through public hearings. Once the plan is adopted it is then a legal statement of community policy in regards to future development.

A comprehensive plan is not a permanent document. It can be changed and rewritten over time. It is often necessary to revise or update the comprehensive plan every five to ten years in order for the comprehensive plan to be relevant to the community.

The basis for comprehensive planning comes from the government's ability to protect the health and welfare of its citizens. The power for local governments to plan generally comes from state planning enabling legislation; however, local governments in most states are not required by law to engage in comprehensive planning.

It must be noted, however, that a comprehensive plan is not usually legally binding. A community's ordinances must be amended in order to legally implement the provisions required to execute the comprehensive plan.



Request for Board Action

BOARD MEETING DATE:
February 4, 2014

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: Discussion Item: AMC Resolution on Legal Notice Publication	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: The Association of Minnesota Counties has long supported legislation that would provide local governments more flexibility to use websites to meet state-mandated publishing requirements. Last session, legislation was introduced (HF1286/SF1152) that would allow (but not require) local governments to use their official websites to publish official notices, proceedings and summaries. While the bill was introduced late in the session in 2013 and not given a committee hearing, it will continue to be considered during the 2014 Legislative Session. AMC is working with the League of Minnesota Cities and other local government organizations to build support for this bill, especially in the context of Governor Dayton's call for 2014 to be an "unsession," in which the Legislature makes government "better, faster, simpler, and more efficient" while eliminating "old and outdated rules." AMC is asking all counties to consider passing resolutions in support of H.F. 1286/S.F. 1152 so that we can show the Legislature that this is an issue with broad support across Minnesota. The League of Minnesota Cities is asking the same of its member cities. The Board is being asked by AMC to consider adopting that attached resolution.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? N/A	

Budget Information

FUNDING: N/A

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Review and consider
COMMENTS: N/A	COMMENTS: N/A

A RESOLUTION SUPPORTING LEGISLATION ALLOWING COUNTIES TO DESIGNATE THEIR COUNTY WEBSITE TO PUBLISH PUBLIC NOTICES

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, counties are currently required by law to publish public notices in a designated official newspaper for the county (Minn. Stat. § 331A); and

WHEREAS, counties are committed to providing information to citizens and increasing access to information about county operations and business; and

WHEREAS, citizens expect and demand information in an immediate format; and

WHEREAS, counties have limited resources and must utilize tax dollars in the most efficient way possible; and

WHEREAS, counties should have the authority to determine the best and most efficient method of communicating information to citizens based on citizen expectations; and

WHEREAS, counties are continuously improving and investing in technology to reach more citizens in a timely manner; and

WHEREAS, utilizing county websites to publish public notices would eliminate the time and costly burden of publishing in newspapers; and

WHEREAS, county websites are increasingly the first place citizens look for information about their counties; and

WHEREAS, the ability of county websites to provide citizens with up-to-date, detailed information exceeds that of print media

NOW THEREFORE BE IT RESOLVED, that the Swift County Board of Commissioners supports HF 1286 and SF 1152, legislation now before the 2014 legislature that would allow counties to publish certain public notices on their websites instead of, or in addition to, in an official newspaper.

Adopted on a _____ vote by the Swift County Board of County Commissioners the 21st day of January 2014.

Joe Fox, Chairman
Swift County Board of Commissioners

ATTEST:

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

Fox _____ Hendrickx _____ Klemm _____
Peterson _____ Rudningen _____

STATE OF MINNESOTA)
)ss.
COUNTY OF SWIFT)

I, Michel J. Pogge-Weaver, County Administrator and Clerk of the Board, for the County of Swift, State of Minnesota, do hereby certify that I have compared the foregoing copy of a Resolution with the original minutes of the proceedings of the Board of County Commissioners, Swift County, Minnesota at their sessions held on the 4th day of February, 2014, now on file in the Swift County Administrator’s Office, and have found the same to be a true and correct copy thereof.

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



SWIFT COUNTY ADMINISTRATION

Historic Courthouse
301 14th Street N
P.O. Box 288
Benson, MN 56215

Memo

To: Board of Commissioners
From: Mike Pogge-Weaver, County Administrator *MPW*
Date: December 27, 2013
Re: Employment Updates

The following individuals were appointed since December 27, 2013:

- Emily Rademacher, Social Worker, Human Services, Started January 27, 2013

The following positions were approved to begin advertising since December 27, 2013:

- Social Worker, Human Services (Paul Hayden)

The following individuals tendered their resignation since December 27, 2013:

- Paul Hayden, Social Worker, Human Services, Effective 4/1/2014.