Notice & Agenda

Swift County Board of Commissioners

Tuesday, July 1, 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. Times are only estimates and items may be taken out of order.

Time	Reference	Item
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 June 17, 2014 Meeting
	4	(2) Minutes from the June 17, 2014 Board of Equalization
	5	(3) Consider approving increased credit card purchasing limits for certain employees.
	6-18	(4) Consider approving a lease for tower space with Pioneer Public Television for 900 MHz radio equipment
	19-23	(5) Approval for the Sheriff Department to purchase a snowmobile.
	24-28	(6) Consider approving a resolution expressing intent to make general obligation pledge to Swift County – Benson Hospital refunding bonds
	29-37	(7) Consider approving a joint powers agreement for the workforce service area #6.
	39-45	(8) Consider approving the 8th Judicial District Drug Court Memorandum of Understanding.
9:04 a.m.		**Consider Approval of Commissioner warrants and review Auditor warrants reviewed**
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.		**Minnesota Extension and 4-H Program Update**
9:40 a.m.		**Mary Amundson, Land Records Director**
	46-50	Discuss the termination by the Secretary of State's office of the UCC Satellite Agreement as of 12-01-2014 and actions being done to maintain the relationship so counties can continue to offer our customers that service locally.
9:45 a.m.		**Andy Sander, County Engineer**
		Road work on County Road 31
		Discussion related to mowing of County ditches
9:50 a.m.		**Other Business**
	51-54	Youth Programs
		Follow-up discussion on the classification and compensation study

SWIFT COUNTY BOARD MINUTES
June 17, 2014

Chairman Fox called the meeting to order at 5:40 PM with all members present as well as County Administrator Mike Pogge-Weaver, County Attorney Robin Finke, County Auditor Kim Saterbak, County Assessor Wayne Knutson and Amanda Ness. Benson City Manager Rob Wolfington was in the audience

Chairman Fox asked for any changes or additions to the agenda. Administrator Pogge-Weaver asked that approval of the Swift County's Agricultural Inspector's Annual Report and Workplan Summary be added to the consent agenda.

06-17-14-01 Commissioner Hendrickx moved and Commissioner Peterson seconded to approve the agenda with the noted change. Motion carried unanimously.

06-17-14-02 Commissioner Klemm moved and Commissioner Rudningen seconded to approve the Consent Agenda which consisted of: (1) Minutes from the June 3, 2014 Meeting (2) Consent for the Swift County HRA to apply a special assessment on property at 239 N Miles, Appleton in the amount of $3,629 (3) Approval of a request by the Swift County HRA to purchase a tax-forfeited property at 402 15th St S (4) Approval of a grant contract from the State of Minnesota related to the PRISM project (5) Appointment of an alternative to the PLS Board and (6) Approval of tobacco licenses for the following businesses: Clontarf Municipal Liquor Store, Kerkhoven Handi Stop, Holloway Hideout, DeGraff Municipal Liquor Store, Brinks 104 Club and (7) Approval of Swift County's Agricultural Inspector's Annual Report and Workplan Summary.

06-17-14-03 Commissioner Klemm moved and Commissioner Rudningen seconded to appoint Commissioner Rudningen as an alternate to the Prairie Lakes Detention Board.

06-17-14-04 Commissioner Rudningen moved and Commissioner Klemm seconded to approve the Commissioner warrants as follows: Revenue: $79,427.90; Road and Bridge: $508,595.33; Solid Waste: $30,878.38; Welfare & Family Services: $1,276.74; Revolving Loan Fund: $47,453.33; County Health Insurance Fund: $742.00; County Ditches Fund: $11,769.30; Upper Minnesota Watershed: $7,387.93; Region 6 West Agency: $35,917.28; and Townships & Cities Agency: $2,631,940.19 which includes the following bills over $2,000: Appleton Press, $2,937.92; Merlyn Beekman, $2,344.50; Benson Municipal Utilities, $6,565.58; Commerford Gravel, $8,264.93; Computer Professionals Unlimited Inc, $5,048.00; Duinick Inc, $194,441.48; Clifford W Emmert, $3,049.34; Geo Comm Inc, $5,840.00; GIS Midwest, $2,098.00; Hawleys Inc, $4,825.00; Henricksen PSG, $14,930.14; Kandiyohi County, $2,000.00; Morris Sealcoat and Trucking Inc, $291,801.97; Pflipsen Trucking LLC, $12,600.00; Riley Brothers Companies, $5,421.74; Ron Ringquist, $4,219.88; SeaChange Printing & Marketing Services, $3,044.05; Swift County Highway Dept, $2,000.00; Swift County HRA, $59,570.16; Swift County RDA, $47,453.33; Appleton Township Treasurer, $36,276.53; Benson Township Treasurer, $27,950.26; Camp Lake Township Treasurer, $36,385.76; Cashel Township Treasurer, $51,744.36; City of Appleton Treasurer, $771,843.73; City of Benson Treasurer, $562,128.49; City of Clontarf Treasurer, $35,206.04; City of Danvers Treasurer, $35,987.62; City of DeGraff Treasurer, $9,842.93; City of Holloway Treasurer, $96,451.86; City of Kerkhoven Treasurer, $145,587.79; City of Murdock Treasurer, $65,571.43; Clontarf Township Treasurer, $40,369.38; Dublin Township Treasurer, $39,725.94; Edison Township Treasurer, $35,695.03; Fairfield Township Treasurer, $27,046.64; Hayes Township Treasurer, $45,538.96; Hegbert Township Treasurer, $33,549.11; Kerkhoven Township Treasurer, $40,437.42; Kildare Township Treasurer, $37,253.13; Marysland Township Treasurer, $35,307.90; Moyer Township Treasurer, $35,595.93; Pillsbury Township Treasurer, $56,888.66; Shible Township Treasurer, $22,833.48; Six Mile Grove Township Treasurer, $35,642.20; Swenoda Township Treasurer, $56,694.48; Tara Township Treasurer, $37,360.95; Torning Township Treasurer, $51,962.03; West Bank Township Treasurer, $65,359.08; Upper MN Valley RDC, $35,917.28; Waste Management of Northern Minnesota, $9,877.70; and WEX Bank, $6,394.84. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Fox reported on Woodland Centers Regular and

Corporate Boards, Restorative Justice, Pomme de Terre Watershed, and the Private Industry Council. Commissioner Klemm had no reports for this meeting. Commissioner Peterson reported on the Policy Committee, Countryside Public Health, and 6W Corrections. Commissioner Rudningen reported on the Statewide Radio Board, SCEMO, and Glacial Ridge Scenic Byway. Commissioner Hendrickx reported on the meeting with Sandlot for SPCC, 6W Corrections, and Woodland Centers.

Administrator Pogge-Weaver updated the board that the Health Insurance fund balance, 2012 and 2013 Audits, and the survey being sent out by the Well-Being Committee.

Mr. Pogge-Weaver further asked the board to consider approving a Swift Planning Grant for the City of Benson in the amount of $10,000 for planning work. Rob Wolfington from the City of Benson reviewed and discussed the project with the Board.

06-17-14-05 Commissioner Hendrickx moved and Commissioner Peterson seconded to approve the $10,000 grant. Motion carried unanimously.

Auditor Kim Saterbak presented the board with a resolution to approve departmental petty cash funds and checking accounts for 2014.

06-17-14-06 Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the petty cash funds and checking accounts resolution. Motion carried unanimously.

Administrator Pogge-Weaver presented the board with a resolution authorizing the Swift County Benson Hospital to begin the process of refinancing the Swift County 2007 Series General Obligation Bonds.

06-17-14-07 Commissioner Hendrickx moved and Commissioner Klemm seconded to approve the refinancing resolution. Motion carried unanimously.

Mr. Pogge-Weaver further presented the board with a resolution authorizing the solicitation of bids for the construction of a new garage at the Courthouse.

06-17-14-08 Commissioner Klemm moved and Commissioner Rudningen seconded to approve the garage resolution. Motion carried unanimously.

Rudningen brought forward to the commission and discussed driveway approaches along County Roads and the possibility of having the County develop a written policy on them.

06-17-14-09 Commissioner Rudningen moved and Commissioner Fox seconded to have the County Engineer develop and present to the County Board a written policy on driveway approaches and access to property along County Roads. Motion carried unanimously.

06-17-14-10 Commissioner Hendrickx moved and Commissioner Peterson seconded to approve the Human Services contracts with: 1) Southern Prairie Community Care first amendment to the HIE participation agreement and 2) Avera McKennan (Avera Behavioral Health Center) agreement. Motion carried unanimously.

Assessor Wayne Knutson updated the board on the Assessor's Office activities in 2013 and the 2014 assessment notices.

Chairman Fox adjourned the meeting at 6:54 PM.

WITNESSED:

_____

Joe Fox, Chair

ATTEST:

_____

Michel Pogge-Weaver, Clerk of the Board

SWIFT COUNTY BOARD OF ASSESSMENT AND EQUALIZATION MINUTES
June 17, 2014

County Auditor Kim Saterbak called the meeting to order at 6:56 PM with all members present as well as County Administrator Mike Pogge-Weaver, County Assessor Wayne Knutson, and Amanda Ness. Fred Vonderharr, Ruth Rigenhagen, and Ed Banken were in the audience.

The County Board of Equalization members took an oath to fairly and impartially review market values and equalize as fairly as possible all values in the County.

06-17-14-01 Commissioner Peterson moved and Commissioner Hendrickx seconded to cease nominations and cast a unanimous ballot to elect Commissioner Fox as Chairman of the Board of Equalization. Motion carried unanimously.

Commissioner Fox took over the meeting as Chairman and asked the board for nominations for Clerk.

06-17-14-02 Auditor Saterbak moved and Commissioner Hendrickx seconded to elect County Administrator Mike Pogge-Weaver as Clerk of the Board of Equalization. Motion carried unanimously.

Assessor Knutson presented the board with information regarding the 2014 values assessed for taxes payable in 2015.

Chairman Fox asked for citizen comments.

Ed Banken, representing Jeff Banken Sr., discussed the values of similar nearby property being lower than the value assessed to Jeff's property even though the other land had a higher CPI.

Fred Vonderharr and Ruth Rigenhagen asked for clarification as to why the assessed value of their property at 245 S Miles, Appleton, MN went up 25% when the average increase was only 1%.

As neither party attended the Local Board of Equalization meeting they had no grounds for petition and were advised to work with the Swift County Assessor's Office before property values were assessed for 2015. No board action was taken.

Chairman Fox declared the Board of Assessment and Equalization Meeting closed at 7:34 PM.

WITNESSED:

_____
Joe Fox, Chair

ATTEST:

_____
Michel Pogge-Weaver, County Administrator

Request for Board Action

BOARD MEETING DATE:
July 1, 2014

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving increased credit card purchasing limits for certain employees.	
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: Sheriff's Department has requested an increased credit card limit for Tracy Koosman to $2,000. Tracy will make purchases for other employees in the Sheriff' Department related to travel and training. Currently the Sheriff and Chief Deputy Sheriff are the only two other employees in the Sheriff's Department that are choosing to receive credit cards in the Sheriff's Department.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

Review/Recommendation

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

Request for Board Action

Commissioner's Report

BOARD MEETING DATE:
July 1, 204

Department Information

ORIGINATING DEPARTMENT:	REQUESTOR:	REQUESTOR PHONE:
Sheriff	John Holtz	(320) 314-8350

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a lease for tower space with Pioneer Public Television for 900 MHz radio equipment	
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: The sheriff's department is requesting approval for a lease agreement for space on the Pioneer Public Television tower southeast of Appleton for 900 MHz radio equipment. The agreement is 5 year term that can renew for 3 additional 5 year terms. The $962.00 a month for tower space, $100.00 for utilities, and $150.00 for building use for a total of $1,212.00 per month. The lease permits Pioneer Public Television to increase the lease rates by 3% annually. This tower is needed to provide adequate public safety radio coverage in the City of Appleton which is currently not available with the existing tower locations. This system is used by multiple agencies in the County include the Sheriff, Police, EMS, and others.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? See above	

Budget Information

FUNDING: County

Review/Recommendation

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

Board Action

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

Action	Vote

TOWER SPACE LEASE

THIS LEASE AGREEMENT is made by and between West Central Minnesota Educational Television Company, Inc., 120 West Schlieman, Appleton, Minnesota 56208, hereinafter referred to as LESSOR, and Swift County Sheriff's Department; 310 14th Street North, Benson, MN 56215, hereinafter referred to as LESSEE.

WITNESSETH: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. LESSOR grants and LESSEE accepts a lease of the following described Leased Premises located in the City of Appleton in the County of Swift, Minnesota, to-wit:

2. TERM

   a. The initial term of this Lease Agreement is five (5) years commencing on _____ and continuing through _____.

   b. LESSEE shall have the right to extend this lease for three (3) additional five (5) year terms on the same terms and conditions as set forth herein. This lease shall automatically renew for each of the successive Renewal Terms unless either party notifies the other party, in writing, of it intention not to renew this lease, at lease thirty (30) prior to the expiration of the initial term or any renewal terms. If LESSEE remains in possession of the premises at the expiration of this lease or any renewal term without written agreement, such tenancy shall be

deemed a month-to-month tenancy under the same terms and conditions of this lease. The initial term and successive renewal terms shall be collectively refereed to as the "Term".

3. USE

a. LESSEE shall use and occupy the Leased Premises for installation and operation of emergency two-way radio equipment.

b. Details of leased space and use are listed in Appendix A of this agreement.

c. Except as otherwise provided herein, LESSEE shall furnish all materials and services required for its use of the Lease Premises, and shall maintain the Leased Premises in a reasonably good condition and state of repair during the continuance of its tenancy, and shall surrender the Leased Premises to LESSOR at the termination of such tenancy in such condition as the same are in at the commencement of such tenancy, reasonable wear and damage by the elements excepted.

4. PAYMENT OF RENT

a. As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, LESSEE agrees to pay to LESSOR the sum of nine hundred sixty two dollars ($ 962.00) per month for the term of the Lease Agreement.

b. During the term, Rent shall be adjusted, effective on the first anniversary of the Effective Date and annually there after, to reflect an increase of 3%.

c. LESSEE shall pay $ 100.00 per month for utilities which is included in the above rental amount

d. LESSEE shall pay $150.00 per month for building space and facilities including HVAC and emergency power which is included in the above rental amount.

f. LESSOR represents and warrants that it is solely entitled to all rents payable under the terms of this Lease Agreement. LESSOR further represents and warrants that it is registered with the Secretary of the State to do business in the State of Minnesota and will continue to provide the documentation required by the Secretary of State's office to remain in good standing.

5. TERMINATION

This Lease Agreement may be terminated by

a. LESSEE upon giving ninety (90) days written notice of such termination to LESSOR. This Lease Agreement may be terminated by LESSOR upon giving ninety (90) days written notice of such termination to LESSEE.

b. upon thirty (30) days' written notice by LESSOR if LESSEE fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period.

c. LESSEE shall completely remove and return to it's original condition all tower mounted equipment and equipment located in leased facilities. This includes all antennas, transmission lines, and tower mounting equipment.

6. OPTION TO RENEW

a. LESSOR and LESSEE hereby agree that before the expiration of this Lease, LESSOR or LESSEE has the option to notify the other that they wish to negotiate the renewal of the Lease. LESSOR and LESSEE, shall attempt to negotiate the renewal until thirty (30) days prior to the expiration of this Lease, but neither LESSOR nor LESSEE is bound to use the same terms contained in this Lease. If a new Lease Agreement is not completed prior to thirty (30) days before the end of this Lease, the Lease and any option to renew shall terminate on the originally scheduled termination day.

7. ACCESS

LESSOR shall furnish and provide for the use of LESSEE:

a. Unlimited access to tower and equipment shelter, 365 days per year, 24 hours per day, for LESSEE's authorized personnel or agents for routine and emergency maintenance. Except in emergencies, LESSEE shall contact and receive approval from LESSOR for above mentioned maintenance of LESSEE's tower mounted equipment five (5) days in advance.

b. Power for operating LESSEE's communications equipment, as described in Exhibit 4. c. of this Lease Agreement.

8. INTERFERENCE

LESSEE warrants that LESSEE's use of the Leased Premises shall not interfere with the LESSOR'S or any other tenant(s) that is on the Tower prior to the effective date of this Lease Agreement. In the event there is interference, LESSEE shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of the tower by any other tenant(s), LESSOR shall have the responsibility to terminate said interference with or to the newly-added equipment. In the event there is interference and LESSEE fails to properly shut down that portion of its equipment causing the interference with any existing tenant or future tenant, LESSOR shall notify LESSEE of such interference. LESSEE shall have twenty-four (24) hours to eliminate the interference or LESSOR shall be authorized to shut down that portion of LESSEE's equipment causing the interference. LESSEE shall indemnify and hold LESSOR harmless from any and all damages caused by LESSEE, including, but not limited to, interference.

9. INSURANCE

a. Property Damage

LESSOR and LESSEE each will maintain Commercial General Liability insurance in the amounts of One Million and no/100 Dollars($1,000,000.00) per occurrence and Two Million and no/100 Dollars ($2,000,000.00) aggregate. Each party may satisfy this

requirement by obtaining the appropriate endorsement to any master policy of liability insurance such party may maintain.

b. Liability

LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSEE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

c. Named Insured

LESSEE shall name LESSOR, as an additional insured on any insurance policy so maintained. LESSEE shall provide LESSEE proof of such policy.

10. NOTICES

All notices or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified main addressed as follows:

LESSOR: Pioneer Public Television
Attn. Director of Engineering
120 West Schlieman Ave.
Appleton, Minnesota 56208

LESSEE: Swift County Sheriff
301 14th Street North
Benson, MN 56215

11. REPLACEMENT/REMOVAL

Any fixtures or equipment attached to, or installed in any part of the Leased Premises by LESSEE shall remain the personal property of LESSEE. LESSEE shall retain the right of replacement or removal at all reasonable times during the term of this Lease Agreement, or any extension thereof. Any replacement of equipment will be with like or similar make and model equipment, any changes to equipment type, model, specifications require the approval of LESSOR prior to replacement.

12. DAMAGE TO PREMISIS

If the Leased Premises are destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Leased Premises are rendered unusable, the rent shall be abated from the date of such damage, and if LESSOR fails to restore the Leased Premises to a safe, operational condition within thirty (30) days, this Lease Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.

13. MAINTENANCE

The general maintenance of the tower, including obstruction lights, inspections, painting and any other measures necessary to maintain the safety and utility of the tower structure shall be accomplished by LESSOR at its sole cost.

14. OTHER CONDITIONS

a. LESSEE agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service,

whether such is furnished by LESSOR or obtained and paid for by LESSEE.

b. SMOKING Pursuant to Minnesota Statute 16B.24, Subd. 9 (1998), occupants of the Leased Premises shall not smoke nor permit smoking in the Leased Premises.

15. INDEMNIFICATION

LESSEE shall defend, indemnify, hold and save LESSOR harmless from and against any and all loss, cost and liability or damage (including reasonable attorneys' fees and court costs) arising by reason of the negligence or willful misconduct of LESSEE, or its officers, agents, contractors, or employees, in connection with the Premises. LESSOR shall defend, indemnify, hold and save LESSEE harmless from and against any and all loss, costs, liability or damage (including reasonable attorneys' fees or court costs) arising out of or in connection with the Premises except to the extent of the negligence or willful misconduct of LESSEE, its officers, agents, contractors, or employees.

16. TAXES

LESSEE shall pay all taxes of whatever nature levied on the Equipment or the ownership or use thereof by LESSEE. LESSOR shall pay all taxes of whatever nature levied on the Site or the ownership or use thereof by LESSOR.

17. LIENS

LESSEE shall keep the site free from all mechanic liens arising out of or in connections with the installation, removal, replacement, maintenance and operation of the Equipment on the site on account of any action taken by or on LESSEE's behalf.

18. ASSIGNMENT/ SUBLEASING. This Lease shall not be assigned or subleased without prior written consent of LESSOR. This Lease shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

19. MISCELLANEOUS.

a. The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

b. This Lease constitutes the entire agreement understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

d. If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions to particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provisions of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

e. The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

f. The Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSEE:	LESSOR: PIONEER PUBLIC TELEVISION
By_____	By _____
Title Joe Fox, Chair_____	Title _____
Date July 1, 2014_____	Date _____

ATTEST:

_____
Michel J. Pogge-Weaver
Clerk of the Board

EXHIBIT A

Tower Mounted Equipment

1 DB-224ES Antenna mounted at 290' C/L

2 LDF4-50A Transmission Lines feeding above Antenna

3 2 Antel antennas at 180' AGL one with a TMA each fed with its own line

4 Microwave dish at 130' AGL fed with EW-63

Request for Board Action

BOARD MEETING DATE:
July 1, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT:	REQUESTOR:	REQUESTOR PHONE:
Sheriff	John Holtz	(320) 314-8350

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the purchase of a snowmobile for the Sheriff's Office	
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: The Sheriff Department is requesting approval to purchase to a new snowmobile to replace an existing 1998 Articat with a 2014 Polaris.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	See above

Budget Information

FUNDING:	The total cost is $7,700 after trade with $6,698 covered by a 2014/2015 state snowmobile grant and the remaining $1,002 covered by the Sheriff's contingency fund.

Review/Recommendation

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

Swift County Sheriff's Office Snowmobile Purchase

2014 Polaris 600 Touring	cost	$10,015
1998 Articat 440 Touring	Trade	-2315
2014/15 Snowmobile Grant		-6698
Contingency		$1002

CERTIFICATE OF ORIGIN FOR A VEHICLE

POLARIS INDUSTRIES INC.

DATE
08/28/13

INVOICE NO.
343796

VEHICLE IDENTIFICATION NO.
SN1PT6HS4EC005834

MODEL YEAR
2014

MAKE
POLARIS

BODY TYPE
SNOW-14,600 IQ LXT

LENGTH
"

SHIPPING WEIGHT
620

H.P.(S.A.E.)

G.V.W.R.

NO.CYLS.
2

SERIES OR MODEL
S14PT6HSL

ENGINE SIZE
599 cc

ENGINE SERIAL NO.
0120476800328

ENGINE MODEL
1204768

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

WOODSMEN POWER PRODUCTS
1209 3RD AVE EAST
ALEXANDRIA MN 56308

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

POLARIS INDUSTRIES INC.

BY: BJ Moy
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

President/COO
(AGENT)

MEDINA, MINNESOTA 55340 USA
CITY-STATE

PI004320253

Att Brooks.

22

Woodsmen Power Products

Fan H

Honda Polaris · ATK · Victory

Randy Lewis, Owner 1209 3rd Ave. E.
320-762-1654 Alexandria, MN 56308

Your Small Engine Service Specialists

ESTIMATES FOR LABOR ONLY—MATERIAL ADDITIONAL

REPAIR ORDER

Name: Swift Co. Sheriff's Dept.
Address: 301 14th St N. Benson Mn.
Phone No.: 320-424-0568 Date: 6/6/14
Odometer Reading: Serial No.:

MAKE AND MODEL	LICENSE NO. AND STATE	MOTOR NO.

OPERATION NUMBER	INSTRUCTIONS	AMOUNT
LUBRICATE ☐ CHANGE OIL ☐ FLUSH TRANS. ☐ FLUSH DIFF. ☐ WASH ☐ POLISH ☐		
1	2014 600 Polaris Sportsman	10,015 00
	SN1PT6HS4EC005834	
1	Less Artic Cat 98/140 Tracks	2315 —
		$7700. 00
	Tax Exempt	
	No Lic Needed.	

QUAN.	PART NO.	NAME OF PART	SALES AMOUNT	COST
		SAle Prime Inc. All Rubatus no other Discounts		
		TOTAL PARTS		
		Gals. Gas @		
		Qts. Oil @		
		Lbs. Grease @		
		Total Gas-Oil-Grease		

ACCESSORIES	AMOUNT	E.S.
Total Accessories		

Total Labor	
Total Parts	
Environmental Charges	
Gas, Oil, Grease	
Accessories	
Tires, Tubes	
Outside Work	
TOTAL	
TAX	
TOTAL AMOUNT	$7700. 00

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto.

Work Authorized by _____ Date Promised _____

Delivered to _____ Date Delivered _____

PRINTED WITH SOY INK

ARC-559-3 PRINTED IN U.S.A.

STATE OF MINNESOTA
ENCUMBRANCE WORKSHEET
FOR SNOWMOBILE SAFETY
ENFORCEMENT GRANTS

State Accounting Information:
Contract No. 72235 PO# 3000050299 **Agency Contract Identification No.: R2901**

Agency: R29	Fiscal Year: 2014	Vendor Number: 0000197318-001
Total Amount of Contract: $ 6,698.00	Amount of Contract First FY:	
Category: 84101501	Category:	Category:

Account: 441302	Account:	Account:
Amount: $ 3,349.00	Amount:	Amount:

Accounting Distribution 1:	**Accounting Distribution 2:**	**Accounting Distribution 3:**
Fund: 2101	Fund:	Fund:
Appr: R297404	Appr:	Appr:
FinDeptID: R2937714	FinDeptID:	FinDeptID:
CC1: 27822	CC1:	CC1:
Amount: $ 3,349.00	Amount:	Amount:

Contract Start Date: November 30, 2013

Expiration Date: June 30, 2015

Contractor Name and Address: Brandon Grimsley
Swift County Sheriff's Office
301 Fourteenth Street North, Suite 4
Benson, MN 56215

Effective date of grant is 2/18/14

Request for Board Action

BOARD MEETING DATE:
July 1, 2014

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a resolution expressing intent to make general obligation pledge to Swift County – Benson Hospital refunding bonds	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Swift County – Benson Hospital is in the process of refinancing the outstanding Hospital Revenue Bonds, Series 2007 of the Hospital District. When the bonds were issued in 2007 the County backed the bonds with their general obligation taxing authority in order for SCBH to receive a more favorable interest rate. As part of the refinancing of the bonds, SCBH is once again requesting that Swift County back the bonds with their general obligation taxing authority. To do this, the Count would need to pass the attached resolution and publish notice in the official newspaper prior to the formal bond sale.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING:	The county has already committed its general obligation taxing authority on the current 2007 bonds so this action does not create a new liability for the County. The county's only obligation would occur if SCBH would default on the bonds.

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review. The attached resolution was drafted by SCBH's bonding counsel.	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

Extract of Minutes of Meeting of the
Board of Commissioners of Swift County, Minnesota

Pursuant to due call and notice thereof, a meeting of the Board of Commissioners of Swift County, Minnesota, was duly held at the County Courthouse in Benson, Minnesota on Tuesday, the 1st day of July 2014 at 9:00 o'clock A.M.

The following Commissioners were present:

and the following were absent:

* * * * * * * * *

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION EXPRESSING INTENT TO MAKE
GENERAL OBLIGATION PLEDGE TO SWIFT COUNTY – BENSON
HOSPITAL REFUNDING BONDS

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

1. Swift County – Benson Hospital (the "Hospital District"), a hospital district organized under Minnesota Laws of 1992, Ch. 534 Sections 6 to 20 (the "Act"), proposes to issue bonds pursuant to the Act to refund the outstanding Hospital Revenue Bonds (Swift County General Obligation), Series 2007 (the "2007 Bonds") of the Hospital District.

2. The County pledged its general obligation to the 2007 Bonds to be refunded. This Board hereby approves the pledge of the general obligation of the County to up to $6,250,000 of bonds (the "Refunding Bonds") to be issued by the Hospital District to refund the 2007 Bonds in order to achieve debt service savings. In connection with the issuance of the Refunding Bonds, the Chair and County Auditor shall execute a Continuing Disclosure Certificate in substantially the form on file. The Secretary of the Hospital District is authorized to publish a notice of intent to issue bonds pursuant to the Act with a pledge of the full faith and credit of the County in substantially the form attached as Exhibit A.

Adopted by the Board of Commissioners on this 1st day of July 2014.

The motion for the adoption of the foregoing resolution was made by Commissioner _____, seconded by Commissioner _____, and upon vote being duly taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following were absent:

WHEREUPON, said Resolution was declared duly passed and adopted the 1st day of July 2014.

_____
Joe Fox
Board Chair

ATTEST:

_____
Michel J. Pogge-Weaver
Clerk of the Board

STATE OF MINNESOTA)
) SS.
COUNTY OF SWIFT)

I, the undersigned, being the duly qualified and acting Clerk of the Board of Swift County, Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the Board of Commissioners held July 1, 2014, with the original thereof on file and of record in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to bonds of Swift County – Benson Hospital.

WITNESS My hand and seal officially as such Clerk of the Board, this _____ day of July 2014.

_____
Michel J. Pogge-Weaver
Clerk of the Board

EXHIBIT A

NOTICE OF INTENT TO ISSUE HOSPITAL REFUNDING BONDS
WITH GENERAL OBLIGATION PLEDGE OF SWIFT COUNTY

NOTICE IS HEREBY GIVEN that Swift County – Benson Hospital (the "Hospital District") intends to issue Hospital Revenue Bonds (the "Bonds"), in a principal amount of not to exceed $6,250,000, pursuant to Minnesota Laws 1992, Ch. 534, Sections 6 to 20 (the "Act"). The proceeds of the Bonds will be used to refund the outstanding Hospital Revenue Bonds (Swift County General Obligation), Series 2007 of the Hospital District. If, within ten days of the date of publication of this notice, a petition asking for an election on the proposition of issuing the bonds signed by voters equal to ten percent of the number of votes at the last regular election is filed with the undersigned Secretary, the bonds may not be issued unless approved by a majority of the electors voting on the question at a legal election.

Dated: July _____, 2014

/s/_____
Secretary
Swift County – Benson Hospital

US.54391006.01

Request for Board Action

BOARD MEETING DATE:
July 1, 2014

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a joint powers agreement for the workforce service area #6.	
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: Swift County is part of the workforce service area #6 and the joint powers agreement is up for renewal. This agreement is renewed every two year to provide services under the federal Workforce Investment Act. This JPA is with 14 counties in the Southwest part of Minnesota.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: None

Review/Recommendation

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

WSA #6
JOINT POWERS AGREEMENT

For the Counties of

REGION 6W & REGION 8

SOUTHWEST MINNESOTA
CHIEF ELECTED OFFICIALS JOINT POWERS BOARD

JULY 1, 2014 - JUNE 30, 2016

ADOPTED BY:

LOCAL REGION 6W & REGION 8 COUNTIES
(Big Stone, Chippewa, Cottonwood, Jackson, Lac qui Parle, Lincoln, Lyon, Murray, Nobles, Pipestone, Redwood, Rock, Swift and Yellow Medicine)

AND

SOUTHWEST MINNESOTA
CHIEF ELECTED OFFICIALS JOINT POWERS BOARD

Southwest Minnesota Joint Powers Agreement
Workforce Investment Program

This Joint Powers Agreement ("Agreement") is made and entered into this 1st day of July, 2014, by and the Board of Commissioners of the following Counties of the State of Minnesota: Big Stone, Chippewa, Cottonwood, Jackson, Lac qui Parle, Lincoln, Lyon, Murray, Nobles, Pipestone, Redwood, Rock, Swift and Yellow Medicine (hereinafter referred to as participating County Boards) as follows:

Recitals

WHEREAS, Congress enacted the 1998 Workforce Investment Act (Public Law 105-220) ("WIA"), and

WHEREAS, the United States Department of Labor (DOL) has made available funds through the Workforce Investment Act; and

WHEREAS, the Governor of the State of Minnesota, through the Department of Employment and Economic Development (DEED), pursuant to the Workforce Investment Act, hereinafter referred to as the Act, will make available funds for the delivery of services provided for under the Act, and

WHEREAS, Minn. Stat. §471.59 permits governmental units to jointly exercise powers that each may separately exercise; and

WHEREAS, the participating County Boards desire to provide planning and coordination as set forth in the Act within the multi-county area covered by this Agreement,

NOW THEREFORE, in consideration of the recitals and mutual agreements contained herein, and pursuant to the foregoing, the participating counties do hereby establish/extend the Southwest Minnesota Chief Elected Officials Joint Powers Board, having the composition, powers and duties provided in this agreement as follows:

ARTICLE I - PURPOSE

As cited in Minn. Stat 471.59, subd. 2 requiring purpose of JPA the following is set forth in accordance with said requirement:

To carry out the purpose of the Workforce Investment Act, which includes programming to prepare youth and adults facing serious barriers to employment for participation in the labor force by providing job training and other services that will result in increased employment and earnings, increased educational and occupational skills, and decreased welfare dependency. This is a partnership between local elected officials and local business, civic and community leaders. Each partner will provide the specific knowledge, expertise and capabilities needed to affect reductions in unemployment, increase work productivity, and provide skilled workers with productive employment.

ARTICLE II – GOVERNANCE

The Southwest Minnesota Chief Elected Officials Joint Powers Board shall have the following governance structure:

1. One elected official appointed by the County Board from each of its fourteen counties. The appointments shall be made by each respective County Board on an annual basis in January of each year.

2. Each representative shall be, during his/her tenure on the Joint Powers Board, a member of the County Board of Commissioners that appointed him/her.

3. Each representative of the Joint Powers Board shall be appointed for one-year terms, commencing January 1 of each year, except that each representative may be removed by resolution without cause, by the County Board of Commissioners that appointed him/her.

4. If the office of any Joint Powers Board representative becomes vacant, the vacancy shall be filled by appointment of the County Board of Commissioners with the authority under Article II, Section 1 of this Agreement to appoint that representative. Said appointment shall occur within thirty (30 days) of the existence of the vacancy.

5. Meetings - The JPA will meet at least semi-annually. Special meetings may be held at any time upon the call of the Chair. All meetings of the Joint Powers Board shall be conducted in a manner consistent with the Minnesota Open Meeting Law, Minnesota Statutes - Chapter 13D.

6. Voting - Each representative shall be entitled to cast one vote on any matter before the Joint Powers Board. No vote shall be cast by one representative on behalf of another representative. Unless otherwise provided, any action within the authority of the Joint Powers Board may be taken by the affirmative vote of the majority of the representatives present at a regular meeting or at a duly held special meeting, if a quorum is present. A majority of the fourteen (14) representatives shall constitute a quorum. Once established, a quorum may not be lost until a meeting is adjourned.

7. Officers - The Joint Powers Board elects a chairperson and vice-chairperson from its membership. The Chair or Vice-Chair shall preside at all meetings of the Joint Powers Board and shall perform all other duties and functions assigned to them by the Joint Powers Board. For the purpose of entering into agreements with the State of Minnesota, the Chairperson or Vice Chair, upon approval of the Joint Powers Board, is authorized to sign agreements on behalf of the parties. Elections of offices will occur annually, at the first meeting following the 1st of each year.

8. Minutes and all official documents of the Joint Powers Board meetings and other action will be maintained at the SW MN Private Industry Council, Inc. Office located at 607 West Main Street, Marshall, MN 56258.

ARTICLE III - RESPONSIBILITIES OF THE JOINT POWERS BOARD

The Joint Powers Board shall have all powers that may be necessary or proper to discharge the duties imposed upon it by the Act and the rules and regulations promulgated by the U.S. Department of Labor and the State of Minnesota pursuant thereto, provided, that the Joint Powers Board shall be subject to those limitations contained in Minnesota Statutes Section 471.59. Such powers shall include:

1. The Joint Powers Board may enter into any contract or any lease necessary, or proper for the exercise of its powers, or the accomplishments of its purposes. Since such contracts could create a liability to individual members counties, the vote required to enter into such contract must be a unanimous vote.

2. The Joint Powers Board may adopt standards and guidelines relating to the exercise of its powers or the accomplishment of it purpose.

3. The Joint Powers Board will appoint a 26-member Southwest Minnesota Workforce Council Board in accordance with the Workforce Investment Act. All appointments shall be for 2 years. There shall be at least one private industry member, as defined in category (a) below, appointed from each of the 14 counties. The Southwest Minnesota Chief Elected Officials Joint Powers Board shall appoint additional members from category (b) and category (c) below, in numbers sufficient to maintaining a 26-member board. No county shall have more than one member from category (a) below. The Southwest Minnesota Chief Elected Officials Joint Powers Board shall appoint a sufficient number of members from category (a) below to assure that the required majority of private industry members is maintained.

    (a) Representatives of the private sector, who shall constitute a majority of the membership of the Southwest Minnesota Workforce Council and who shall be owners of business concerns, chief executives, or chief operating officers of nongovernmental employers, or other private sector executives who have substantial management or policy responsibility;

    (b) Representatives of organized labor and community based organizations, who shall constitute not less than 15 per cent of the membership of the Southwest Minnesota Workforce Council, and

    (c) Representatives of each of the following:

        (1) Educational agencies.
        (2) Vocational rehabilitation agencies.
        (3) Public assistance agencies.

(4) Economic development agencies.
(5) The public employment service.

The nomination and recommendation of the individuals to serve on the Southwest Minnesota Workforce Council shall be made as follows:

(a) Private sector representatives on the Southwest Minnesota Workforce Council shall be selected by the members of the Southwest Minnesota Chief Elected Officials Joint Powers Board from among individuals nominated by general purpose business organizations after consulting with, and receiving recommendations from, other business organizations in the WSA. The number of such nominations, when possible, shall be at least 150 per cent of the number of individuals to be appointed from the private sector. Such nominations, and the individuals selected from such nominations, shall reasonably represent the industrial and demographic composition of the business community. Whenever possible, at least one-half of such business and industry representatives shall be representatives of small business, including minority business.

(b) The education representatives on the Southwest Minnesota Workforce Council shall be selected from individuals nominated by regional or local education agencies, vocational education institutions, institutions of higher education (including entities offering adult education) or general organizations of such institutions, within the Workforce Service Area (WSA).

(c) Labor representatives on the Southwest Minnesota Workforce Council shall be selected from individuals recommended by recognized State and local federations. If the State or local labor federation fails to nominate a sufficient number of individuals to meet the labor representation required, individual workers may be included on the Council to complete the labor representation.

(d) The remaining members of the Southwest Minnesota Workforce Council shall be selected from individuals recommended by interested organizations. No person who is a member of a County Board of Commissioners shall be appointed as a Southwest Minnesota Workforce Council member.

(e) Recruitment for all positions includes public notice in the legal papers in appropriate county(ies), notice sent to the local Chamber of Commerce and other business/civic organizations throughout the region and personal recruitment by JPA and Workforce

Council members. Nominations from the private sector much be supported by the local Chamber or local business organization in lieu of a Chamber. Nominations are provided to the Joint Powers Board and approved for appointment at that level.

The Southwest Minnesota Chief Elected Officials Joint Powers Board shall exercise good judgment and comply with all affirmative action guidelines in selecting Southwest Minnesota Workforce Council members. The Southwest Minnesota Workforce Council may be incorporated and independent from the Southwest Minnesota Chief Elected Officials Joint Powers Board.

4. The Southwest Minnesota Chief Elected Officials Joint Powers Board shall work with the Southwest Minnesota Workforce Council as required by law in the development and delivery of Workforce Investment Act Programs. The Southwest Minnesota Chief Elected Officials Joint Powers Board and the Southwest Minnesota Workforce Council may jointly consider the establishment of advisory groups and/or task forces. These advisory groups should be on a regional and area-wide basis in order to obtain more local input on the development and delivery of effective Workforce Investment Act Programs. The membership of such groups should be determined by mutual agreement between the Southwest Minnesota Chief Elected Officials Joint Powers Board and the Southwest Minnesota Workforce Council.

5. The Joint Powers Board shall enter into an Agreement with the Southwest Minnesota Workforce Council and the Southwest Minnesota Private Industry Council (WSA 6 Grant Sub-Recipient & Fiscal Agent). This agreement shall define the responsibilities of the Joint Powers Board, the Grant Sub-Recipient and the WorkForce Council. Nothing in the Agreement shall serve to limit or supersede the functions of the Workforce Council pursuant to Section 117 of the Workforce Investment Act of 1998 (29 U.S.C. 2801 et seq), ensuring regulations or State of Minnesota directives relating to the Workforce Center System.

6. On an annual basis the Joint Powers Board will review the financial contribution made by each county to the SW MN Workforce Council. The contribution level of each county is determined by the percentage of WIA eligible individuals in each county.

ARTICLE IV - INSURANCE AND INDEMNIFICATION

Parties to this Agreement shall maintain workers compensation insurance, automobile insurance and general liability insurance for bodily injury, personal injury, and property damage for their officials and employees in the performance of duties arising from this Agreement and provide certification and evidence of such coverage to the other Parties within thirty (30) days of signing this Agreement.

Each party to this Agreement agrees to defend the action of its own employees and/or agents and agrees to hold harmless, indemnify and defend the other parties, its commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, including the payments of reasonable attorney's fees, arising from, allegedly arising from or related to the acts of its own employees and /or agents in the performance of duties contemplated by this agreement.

The parties do not waive the limits of liability and immunity as governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable laws. The Southwest Minnesota Private Industry Council, Inc., as fiscal agent, shall maintain a two million dollar ($2 million) liability insurance coverage.

Each party shall be responsible and liable for its own personnel, equipment and supplies and shall have sole title and interest in the equipment and supplies it utilizes as part of this agreement unless some alternative arrangement is provided for in writing.

ARTICLE V - DISPOSAL OF SURPLUS FUNDS OR PROPERTY

Upon termination of this Agreement, all property, real and personal, held by the Joint Powers Board at the time of termination shall be distributed by resolution of the Joint Powers Board in accordance with law and in a manner to best accommodate Joint Powers Board efforts and as specified by the State of Minnesota, Department of Employment and Economic Development (DEED) as outlined in WIA legislation/regulations.

ARTICLE VI - INDEBTEDNESS

Obligations or other forms of indebtedness issued pursuant to this Agreement shall require authorization by the Joint Powers Board and each member County Board.

ARTICLE VII - FISCAL AGENCY HOST

Southwest Minnesota Private Industry Council, Inc. shall be responsible for fiscal management of grants and other resources such as cash contributions, program income and oversight of funds. Each member County may, at any time, review and examine the financial records of the Joint Powers Board.

ARTICLE VIII - AMENDMENT

This Agreement may be amended only upon the agreement of 10 of 14 participating counties by resolution of their County Boards of Commissioners. Notice of any proposed amendment must be provided to all participating County Boards of Commissioners at least 30 days prior to the effective date of the proposed amendment.

ARTICLE IX - TERMINATION

Any one participating County Board may withdraw from this Agreement only on notice of an intention to withdraw delivered to the other participating County Boards and to the Commissioner of the Department of Employment and Economic Development not less than 60 days before the effective date of the withdrawal. The participating counties may terminate this Agreement upon majority vote of all parties to the Agreement.

Termination shall not act to discharge any liability incurred by the fourteen-county Workforce Service Area or by the individual parties. A party shall be responsible for its actions and the actions of the fourteen-county Workforce Service Area to the extent consistent with State and local laws. This fourteen-county Workforce Service Area shall cease to exist thirty days after the Joint Powers Board, by unanimous vote, approves a final report of the activities and affairs of this fourteen-county Workforce Service Area.

If funding for this project terminates prematurely, this Agreement shall be null and void 60 days after the effective date of such action.

ARTICLE X - EFFECT OF WITHDRAWAL

Where a party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue for the subsequent to the effective date of such withdrawal. The withdrawing party shall remain liable for actions of the Joint Powers Board prior to the effective date of withdrawal.

EFFECTIVE DATE

The effective date of this Agreement shall be upon initial agreement of participating County boards.

IN WITNESS WHEREOF, the participating County Board, by resolution, has caused this Joint Powers Agreement to be executed by its respective officers.

_____ Date: July 1, 2014

Joe Fox, Chairperson, County Board

ATTEST:

_____ Date: July 1, 2014

Joe Fox, County CEOB Representative

ATTEST:

_____ Date: July 1, 2014

Clerk of the Board, Swift County

Request for Board Action

BOARD MEETING DATE:
July 1, 2014

Commissioner's Report

Department Information

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

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the 8th Judicial District Drug Court Memorandum of Understanding.	
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: Swift County has been asked to participate in the 8th Judicial District Drug Court. On April 15, 2014, the Board has discussed and approved the County's participation in Drug Court with up to two participants from Swift County. This MOU signified our wellness to participate in the 8th Judicial District Drug Court.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING:	The County's hard costs are eligible to be reimbursed by the 8th Judicial District. Some staffing costs will also be reimbursable; however, it clear that no all of our cost will be covered by the 8th Judicial District. At this time we are not exactly sure how much will or will not be covered by the 8th Judicial District.

Review/Recommendation

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

8th Judicial District Drug Court Memorandum of Understanding

Southern Assignment Area

Agreement between the Chippewa and Swift County Law Enforcement agencies, County Attorneys, Public Defenders office, Probation, Health and Human Services and the Eighth Judicial District Court.

The parties to this Agreement endorse the mission and goals of the 8th Judicial District Drug Court (8th JDC) program in order for participants to eliminate further criminal behavior and improve the quality of their lives. The parties recognize that for the 8th JDC mission to be successful, cooperation and collaboration must occur within a network of systems.

In creating this partnership and uniting around a single goal of addressing an underlying problem affecting our communities, we are pledged to enhance communication between all agencies represented on the staffing team. Through this linkage of services, we expect greater participation and effectiveness in addressing drug offenders involved in the criminal justice system.

All parties to the Agreement further agree to contribute to education of their peers, colleagues and judiciary in the efficacy of drug court along with the team's effort in community education, and local resources acquisitions. The parties further agree to assist in creating a cooperative atmosphere for team members to stay focused on the task of providing substance abusers with treatment opportunities and the opportunities for success.

The parties to this Agreement propose the following mission statement:

The mission of the 8th Judicial District Drug Court is to improve public safety and reduce direct and indirect costs to the community associated with substance abuse and related criminal activity. Through the use of evidence based practices, the 8th Judicial District will use a multi-cultural approach to break the cycle of substance abuse and to improve offender's lives, by involving offenders in a rigorous and supportive program that includes intensive treatment and personal accountability. Collaboration between the Adult Justice System and the community results in educated and productive adults, healthy families and stronger, safer communities.

Fostering healthy lives in a rigorous, supportive, and accountable environment

The parties agree that there are ten principles under which the respective agencies will work cooperatively. They are:

1. The 8th JDC integrates alcohol and other drug treatment services with justice system case processing.
2. The 8th JDC utilizes a comprehensive and inclusive collaborative planning process.

3. Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.
4. Eligible participants are identified early and promptly referred to the drug court program.
5. The 8th JDC provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.
6. Abstinence is monitored by frequent alcohol and other drug testing.
7. A coordinated strategy governs the 8th JDC responses to participants' compliance.
8. There is ongoing judicial interaction with each 8th JDC participant.
9. Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.
10. Continuing interdisciplinary education promotes effective drug court planning, implementation and operations.
11. Forging partnerships among drug courts, public agencies, and community-based organizations generates local support and enhances the 8th JDC's program effectiveness.

Individual Agency Responsibilities

County Attorney

1. An attorney representative of the Northern Assignment area will be assigned to the 8th JDC program for the term of this Agreement, as funding permits, and will participate as an active member of the staffing team.
2. The attorney representative will make appropriate referrals to the 8th JDC program and will promptly review all other referrals for recommendations of eligibility.
3. The attorney representative agrees that a positive drug test or open court admission of drug possession or use will not result in the filing of additional charges based on that admission; and
4. The attorney representative makes recommendations regarding the participants continued enrollment in the program based on performance in treatment and in the 8th JDC program rather than on legal aspects of the case, barring commission of a new offense.
5. The attorney assigned will provide training to the new or replacement attorney.

Public Defender

1. A Public Defender will be assigned to the 8th JDC program for the term of this Agreement as funding permits and will participate as an active member of the Staffing team.
2. The Public Defender advises the offender as to the nature and purpose of the 8th JDC, the rules governing participation, the consequences of abiding or failing to abide by the rules and how participating or not participating in the 8th JDC will affect their interest.
3. The Public Defender explains all of the rights that the offender will temporarily or permanently relinquish.
4. The Public Defenders office explains that because criminal prosecution for admitting to alcohol or other drug use in open court will not be invoked, the offender is encouraged to be truthful with the Judge, the case manager and treatment staff, and informs the participant that they will speak directly to the Judge, not through and attorney.

5. The Public Defender reviews the participant's progress in the program and advocates appropriately when the participant is facing sanction for non-compliance, when seeking early termination of probation or at the time of sentence execution should the participant be terminated from the program.
6. The Public Defender assigned will provide training to the new or replacement Public Defender.

Probation

1. An agent from the 6W Community Corrections office will be assigned to provide field supervision for participants in the 8th JDC for the terms of this Agreement, as funding permits, and will participate as an active member of the Staffing team.
2. Probation will provide supervision and case management services to the 8th JDC participants.
3. Probation will coordinate the utilization of community-based services such as health and mental health services, victim's services, housing; entitlements transportation, education, vocational training, job stills training and placement to provided a strong foundation for recovery.
4. Probation will participate in drug court case reviews with the judge, treatment provider and other members of the 8th JDC staffing team.
5. Probation will provide progress reports to the 8th JDC staffing team.
6. Probation will provide frequent, observed drug testing on a random basis.
7. The agent assigned will provide training to the new or replacement agent.

Southern Assignment Area Law Enforcement agencies

1. Law enforcement agencies serve as a liaison between the staffing team and the community and provide information to the staffing team on community issues related to drug or alcohol abuse.
2. Law Enforcement agencies disseminate information, including the referral process and other procedural matters about the 8th JDC program to all police personnel.
3. Law Enforcement will assist the 8th JDC by performing Knock-N-Chats (compliance checks) weekly on all participants and report to the team results using email and/or other approved methods of dissemination.
4. Law Enforcement will provide assistance, information and support to the participants in the community encouraging them to succeed in the program
5. Law Enforcement will assist the 8th JDC by completing urinalysis testing and PBT testing during compliance checks and assisting probation when needed.
6. Law Enforcement will facilitate the swift delivery of bench warrants for participants who have absconded from the program and release them into treatment on the Judge's order.
7. A representative from Law Enforcement will participate as an active member of the staffing team.
8. The officer assigned will provide training to the new or replacement officer.

Eighth Judicial Court

1. The Court will make at least a one-year assignment of a judge to each respective assignment area to ensure consistency.
2. The Court assumes the primary role to motivate and monitor the participants of the 8th JDC.
3. The Court actively represents the 8th JDC in the community and appears before governmental agencies, public commissions, legislative hearings, public forums and the media.
4. The Court ensures a cooperative atmosphere for attorneys, clerks, case managers and treatment providers to stay focused on the task of providing substance abusers with treatment opportunities.
5. The Court provided the necessary reinforcement which the Court deems necessary.
6. The assigned Judge will participate as an active member of the staffing team and the Steering Committee.
7. The Judge assigned will provide training to the new or replacement Judge.

8th JDC Coordinator

1. The Coordinator assists the 8th JDC team with monitoring and evaluation of the 8th JDC when necessary.
2. The Coordinator assists in seeking funding sources, responds to grant solicitations, implements and monitors grant funds and provides fiscal, narrative and statistical information as required by the funding source to ensure the on-going operation of the program.
3. The Coordinator provides and/or seeks on-going training for judicial officers.
4. The Coordinator provides strategic planning as needed for the Steering Committee to ensure stability, support and on-going accountability for the 8th JDC program.
5. The Coordinator is responsible for the preparation of the annual report setting in the incidence of recidivism among 8th JDC graduates.
6. The Coordinator provides leadership and direction under the supervision of the District Court Administrator and presiding judges to ensure compliance with National Standards set forth by the National Association of Drug court Professionals.
7. The Coordinator participates as an active member of the staffing team and Steering Committee.

Human Services and Treatment

1. The Human Services representative will ensure that the participant receives the highest level of care determined needed at a reasonable cost, by all contracted and ancillary service providers.
2. The representative will ensure that the participant is evaluated in a timely and competent process and that placement and transportation are effectuated in an expedited manner.
3. The representative may act as a liaison with all treatment providers and will provide progress reports to the team prior to a staffing so that the team will have sufficient and timely information to implement sanctions and incentives.

4. The representative will provide training to the team on the assessment basis of substance abuse, the impact of treatment of the offender and the potential for relapse.
5. Human Services representative participates as an active member of the staffing team.
6. The representative assigned will provide training to the new or replacement representative.

The 8th JDC will be governed under the guidelines of 42 C.F.R. and HIPAA with respect of sharing information, filing information, and its information systems.

Sharing of information (Pertinent Regulation:42 C.F.R. § 2.12) and HIPAA

1. **Meetings:**
   Discussions at the 8th JDC staffing's are confidential, not only for legal concerns, but also to promote trust and fairness. If an outsider is permitted to attend a team staffing they will be requested to sign an agreement promising to abide by the confidentiality provision of the law and the MOU. Under C.F.R. Section 290dd-2 8th JDC will obtain participant consent for an outsider to attend said staffing.

2. **Redisclosure Provision Section 290dd-2:**
   All parties of the 8th JDC are bound by the redisclosure provision of Section 290-2 which are congruent with the provision governing initial disclosures. Consequently, any member of the team who receives covered information may only distribute that information in accordance with Section 290dd-2.

3. **Prosecution**
   The prosecuting attorney agrees that a positive drug test or open court admission of drug possession or use will not result in the filing of additional charges based on that admission. A participant who commits these crimes may lose eligibility for the drug court program (among other sanctions) but should not be prosecuted for those crimes based on information that the state acquired through the drug court program.

4. **Sharing and refusing to share information**
   The 8th JDC encourages the free flow of information within the drug court team to promote our mission. Under section 290dd-2 we acknowledge that members of the 8th JDC maybe subject to legal and ethical restriction on disclosure, which in some situations must be observed notwithstanding either the participant's Section 290dd-2 waiver or the likelihood that disclosed information , would benefit the court and the participant.

5. **File Storage and Information Systems Pertinent Regulations: 42 C.F.R.§ 2.16 and HIPAA**
   a. **File Storage**

Participant's files and all written information concerning the participant will be stored according to 42 C.F.R. Section 290dd-2.16. All written records will be kept separated from other court records and will be labeled indicating that they are confidential and may only be viewed by members of the 8th JDC. All 8th JDC team members and Court Administration Staff will be educated on these procedures and the rationale behind them. Only 8th JDC team members will have access to said records and all information with in these records will be used for the purpose of

1. Referral to the 8th JDC
2. Referral to treatment
3. Incentives and Sanctions within the 8th JDC Court process
4. Evaluation (appropriate court orders will be obtained at such time of need)
5. Termination from the 8th JDC

b. Information system

8th JDC tracking system is also regulated under Section 290dd-2.16 and will be used for the same purposes of all written information. Electronic records will be maintained on the 8th Judicial District shared drive, password protected and access limited to *current* 8th JDC team members. All information needed for the expressed purpose of evaluation will be obtained through appropriate court orders.

Finally, all files, written information and electronic records will have limiting access as expressed in the participant's signed consent and will be evoked upon the expiration of said consent or when that consent is revoked or completion of the 8th JDC either by commencement or termination. All paper records that can be accessed by the 8th JDC team members during the duration of the participant's consent will be transferred to a more restricted storage facility as soon as the consent is terminated. All electronic records will be sealed by changing the password and/or access authorization.

AGREEMENT MODIFICATIONS

Any individual agency wishing to amend/modify this Agreement will notify the Steering Committee of the issue(s). The Steering Committee will address the issue(s) for the purpose of modifying/amending the Agreement. The issue will be decided by consensus if possible or by a simple majority, if not. **Exception: this excludes any modifications to the Eighth Judicial District.**

COURT TERMINATION OF AGREEMENT

Individual agencies contemplating termination of their participation in this Agreement shall first notify the Steering Committee of their concern(s). The Steering Committee shall attempt to resolve the problem to ensure the continuation of the 8th JDC program. If unable to resolve the problem the individual agency or department can exercise its right to terminate this Agreement by notifying, all other agencies in writing a minimum of 60 days prior to such termination.

Southern Assignment Area MOU Signatures

IN WITNESS THEREOF, the parties have caused their duly authorized representative to execute this agreement.

_____	_____
Eighth Judicial District Judge	Eighth Judicial District Judge
_____	_____
Swift County Attorney	Chippewa County Attorney
_____	_____
Public Defender	Swift County Social Services
_____	_____
Chippewa County Social Services	6W Community Corrections
_____	_____
Chippewa County Sheriff	8th Judicial District Drug Court Coordinator
_____	_____
Swift County Sheriff	Montevideo Police Department
_____	_____
Granite Falls Police Department	Benson Police Department
_____	_____
Swift County Board of Commissioners	
_____	

Request for Board Action

BOARD MEETING DATE:
July 1, 2014

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT:	REQUESTOR:	REQUESTOR PHONE:
Land Records	Mary Amundson	320-843-3377

Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST:
Discuss the termination by the Secretary of State's office of the UCC Satellite Agreement as of 12-01-2014 and actions being done to maintain the relationship so counties can continue to offer our customers that service locally.

AGENDA YOU ARE REQUESTING TIME ON:	ARE YOU SEEKING APPROVAL OF A CONTRACT?
9:40 a.m.	No
IS THIS MANDATED?	EXPLANATION OF MANDATE:
No	NA

BACKGROUND/JUSTIFICATION:
Swift County has provided UCC services for local banks, Commodity Credit Corporation, local attorneys etc for many years. We have been a "satellite" office of the Secretary of State's office since 2001. We received a notice from the SOS office the last week in May that they were cancelling the contract with all satellite counties. UCCs will have to be done online or sent directly to the SOS office in St. Paul. This reduces our income and limits service for our local customers. The County Recorders' Association is attempting to get them to change this action and reinstate our contracts so we can continue to process UCCs locally. Revenue amounts to the county are attached.

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None

Budget Information

FUNDING: This change will result in a loss of revenue to the County

Review/Recommendation

COUNTY ATTORNEY:	COUNTY ADMINISTRATOR:
Robin Finke	Mike Pogge-Weaver
RECOMMENDATIONS:	RECOMMENDATIONS:
Did not review	Review and discuss
COMMENTS:	COMMENTS:
n/a	n/a

The revenue amounts for UCCs are as follows:

2006	$18,765
2007	19,800
2008	13,050
2009	13,090
2010	13,320
2011	8,940
2012	9,790
2013	12,380

The Honorable Mark Ritchie
Office of the Secretary of State
180 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, MN 55155-1299

June 24, 2014

Dear Secretary Ritchie:

I write to share with you the concern of the Association of Minnesota Counties (AMC) about the recent decision of your office to terminate Satellite Office Agreements with counties for Uniform Commercial Code (UCC) filing and search service. Counties have operated (UCC) filing and search services under Satellite Office Agreements since 2001 when these duties were transferred from counties to the state. Before 2001, this was entirely a county-based service. Given our 13 year partnership in this area we are surprised and disappointed that this decision was made without the benefit or consideration of discussion, input or feedback from counties. We request the opportunity to meet with you to discuss alternatives ways of achieving your stated goal of improved internet security without the disruption this change will surely cause for our clients and counties.

Terminating Satellite Office Agreements with counties will have significant impact on the service provided to our communities. In most instances, counties provide same day services. Many lending transactions require this expedited service and even a delay of a few days could be a hardship for our mutual customers. Additionally, and also importantly, as elected Commissioners responsible for managing county finances, we are concerned about the impact on county budgets.

Finally, county recorders have been working in good faith with the Secretary of State's Office for a number of years to develop the MBLS UCC filing system, with the investment of hundreds of hours of county staff time. It is our hope that we can remain a partner in making this project a success.

We appreciate and thank you for your further consideration of this important issue.

Sincerely,

Toni Carter

Toni Carter, Ramsey County Commissioner
President, Association of Minnesota Counties

125 Charles Avenue, Saint Paul, MN 55103-2108 I Main Line/Switchboard: 651-224-3344, Fax: 651-224-6540 I www.mncounties.org

Lac qui Parle County Recorder's Office

600 6th Street Suite 4
Madison, MN 56256

Email: josh.amland@lqpco.com
Phone: 320-598-3724
Fax: 320-598-3125

Joshuah Amland
County Recorder

June 25, 2014

The Honorable Mark Ritchie
Minnesota Secretary of State
180 State Office Building
100 Rev. Dr. Martin Luther King, Jr. Blvd
Saint Paul, MN 55155-1299

Secretary Ritchie:

Lac qui Parle County has long appreciated our status as a UCC Satellite Office to your administration. We have dutifully honored our commitment to serving the public and your office in this capacity. Thus, I am highly disappointed with your recent decision to cancel Minnesota Counties' UCC Satellite Agreements. You previously assured Mn Counties that our UCC services arrangement would continue without interruption. Yet you delivered a notice of cancellation without any discussion or involvement from Lac qui Parle, or from any of your County partners across the State of Minnesota. I implore you to reverse your decision to terminate this relationship and restore UCC Satellite Agreements with your Mn County partners.

Your primary concern cited toward justification of cancellation is "computer system security". Digital network security (and attacks upon such systems) is not a new phenomenon, and the State of Minnesota's Office of Enterprise Technology (OET) should be well-equipped to manage the State's networks. Your office has vastly expanded its online presence in almost every arena under your jurisdiction, including elections, notary public, and other business services. In the elections category alone you have literally thousands of state and local elections administration staff with remote digital access into the Statewide Voter Registration System (SVRS). Additionally, you have hundreds of voting precincts throughout Minnesota that utilize online connectivity to your elections system. And, while SVRS contains *private* data to include voter candidate selections, social security numbers, driver license numbers, and so on, UCC CONTENT IS DATA PUBLIC and is made available for public retrieval by Statute. Concerning your office's UCC system, you express in your letter to Counties that the only option to secure this *[public]* system is to reduce the number of persons with access. But because Mn Counties also have hundreds of unique "off-line" UCC customers, eliminating 60+ MN Counties from your UCC system will cause a sharply *increased* quantity of access points into your UCC system, as each UCC County serves as a "funnel" of public transaction activity into your system from our customer base.

Your office clearly has a much greater level of online interaction with Minnesota's local governments for non-UCC services than it does for UCC. Clearly, the concerns for "security measures" are well mitigated by your

office for your other existing computer systems (which contain private data). I should think such measures are readily available through the OET's existing firewalls to protect your *public* UCC systems as well. With such a vast online presence, I suspect your office and the OET have become rather proficient in the matters of online security. Suggesting that your agency's network security resources are insufficient may not be well received.

You invited Mn Counties, largely through the MCRA UCC Committee, to engage your UCC division in a "joint task group" to contemplate and develop the new UCC system (called "MBLS" by acronym) to replace Citrix PROfile. Since that time, we have received reiterated assurances from you that our arrangement is highly valuable, appreciated, and long-running toward serving our mutual UCC customers. Thus, we Counties have contributed considerable resources toward your efforts to produce a new UCC system. Counties provided numerous and excellent ideas that we understand have indeed been integrated into MBLS. I was a first-hand witness to the functionality of MBLS, as I was asked to visit your St. Paul development team in 2013. I was impressed with and excited about the product at that time, and I was led to believe that the great amount of time and money your office expended on that system was proving to be fruitful. We were led to believe that you made a great financial investment to perpetuate the UCC service availability at the County Satellite offices. While I do not have such figures, I would be interested to learn the level of financial expenditure incurred by your office toward the UCC Satellite component of MBLS, knowing you now intend to simply discard that costly component.

Most importantly, I believe our local constituency will be subject to a reduced level of customer care upon the elimination of a local option for UCC service. I have informed my County Board of Commissioners of your decision and we discussed the consequences it will have on our local taxpayers. Our UCC customers rely upon the prompt and personalized services we provide in order to successfully process lending transactions that carry a short window of opportunity. I and my office staff are dedicated to providing our local taxpayers with the highest level of service and timeliness – a service that they rely upon and have come to expect and appreciate.

Please agree to meet with me to discuss your decision to terminate our UCC Satellite business relationship. Thank you for your consideration.

Sincerely,

Josh Amland
Lac qui Parle County Recorder

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
Date: June 27, 2014
Re: Youth Programs

Background

Swift County has operated a youth programs department (originally called "High Risk Youth Task Force") for over 20 years. The aim of the program is to work with youth in the community to divert them from high risk activities. The department offers a number of programs to children and families within the County.

A few of the programs the department offers include:

- During the school year the department offers after-school programing for students at the three elementary schools within the County.
- The department works with teachers during the school day on programing and some parent and family activities in the evenings.
- During the summer the department offers a variety of single day through four-day summer day camps for children in K-6 grade can participate in.

Under the direction of Brenda Semler, the department has worked hard to provide services to the youth in the County and enrich their lives. Brenda is dedicated to the children of the County and is one of their biggest advocates.

While the Youth Programs department is valued by some in the community, it is important to periodically ascertain a program's outcomes and how the program fits in the overall role of the County.

Evidence-Based Practices

In recent years, a number of studies have been completed related to the best methods to reach youth and especially at risk youth. The research has focused on developing best practices to reach at risk youth tied to proven results, otherwise known as Evidence-Based Practices.

Research supports the effectiveness of prevention early in life and long before formal schooling begins. Since early family environments are major predictors of crime, children from affected homes need emotional and intellectual support, and cognitive stimulation long before reaching elementary school. Once behavior has been learned, it is difficult to change. Home visitation programs along with other strategies including pre-kindergarten programs, drug and alcohol treatment programs for pregnant women, programs to assist mentally ill parents, and improved access to health care have been found to mitigate risk effectively. These types of programs are currently available in our County through Countryside Public Health (which is funded in part by Swift County) and Swift County Human Services. Additionally each of the three elementary schools in the County provides Early Childhood Special Education, Early Childhood Family Education, and work collaboratively with the Head Start programs.

A second area that research has shown to be effective is working with children already engaged with the juvenile justice system. Programs like Swift County Restorative Justice offers community-based alternatives to incarceration have recorded recidivism rates far below communities without such programs.

In the case of both early prevention activities and juvenile intervention activities, Evidence-Based Practices suggests that one-on-one or very small group interactions is the most effective and likely the only method to truly impact at risk youth.

Role of the County

Counties were originally organized to be administrative agencies of the state as well as local governments. Traditionally, counties performed state mandated duties which included assessment of property, record keeping, maintenance of rural roads, administration of election, and "poor relief". Over time counties have been mandated to grow into other areas including social services, corrections, library services, public health services, water quality, and solid waste management. As an administrative agency of the state, a county can only perform acts specifically authorized by state statues.

Programs offered by other Minnesota Counties

Of the 87 counties in Minnesota, Swift County Youth Programs is a unique program in the state with only a handful of counties providing this type of programing. While Youth Programs provides value to the participants its outcomes are hard to measure. Additionally, if programs such as Swift County Youth Programs provided measurable results, this type of programing would be replicated throughout the state which is not what is seen.

Children related activities offered by the County.
In addition to Youth Programs, Swift County funds a number of activities supporting children including:

- Human Services (Incredible Years and Social Work)
- Countryside Public Health
  (Incredible Years and Helping Hands Nurse-Family Partnership)
- Restorative Justice (Sentencing Circles and Drug Awareness)
- Sheriff's Department (D.A.R.E.)
- Woodland Centers (Mental Health Services)
- Prairie Lakes Youth Programs (Chemical Dependency Awareness)
- Pioneerland Library System
  (Ongoing beginning reading and other youth oriented activities)
- 4-H/MN Extension

Services through these county funded agencies will continue even if Youth Programs is discontinued.

Budget Considerations
Like most levels of government, the services we provide are being examined due to ever increasing budget constraints. County Program Aid from the State of Minnesota for Swift County has dropped from $933,229 in 2005 to $200,850 in 2014. In the State of Minnesota, between 2005 and 2014 the average county levy increase property owners have paid has increased 45.7%. During the same time, Swift County increased its levy 92.3% or from $4,606,071 to $8,859,384.

Beyond these historic increases, the County is facing a number of challenges in the coming years. Requirements from the Department of Corrections to add new overnight staffing in the Jail; Department of Revenue raising concerns on staffing in the Assessor's office; and the need for costly maintenance to County facilities, including upgrades to the Courthouse's heating and cooling plant at a cost of over $1.1 million.

Beyond required changes, the County is behind in technology and in some areas are still using paper ledgers which are ineffective and difficult to maintain. Counties in our region have technology resources that Swift County simply does without. The need to make technology investments is no longer a luxury but rather is a requirement to meet the demands of our Citizens for more resources on-line and the State of Minnesota for submitting required reports and other data. These upgrades will be costly.

Even without a change to Youth Programs, the County taxpayers are likely going to face another substantial increase in 2015.

The Future of Youth Programs

For all of the reasons listed in this memo, I believe that the status quo with the Youth Programs Department is no longer an option and change needs to occur. First, the programs outcomes are not supported by available research. Second, with the budget needs we are facing the County can simply no longer afford to maintain the program at the level of $100,000 plus per year.

Alternatives

The board has a number of alternatives on how to proceed with this issue. Some of the options include:

A. Discontinuing the Youth Programs Department as of August 22, 2014.

B. Task the Youth Programs Advisory Committee to look for ways to *substantially reduce* county funding reliance for the program by finding outside funding sources, charging for programing, and/or reducing the level of service in order to retain the department. Additionally, consider moving the department under the Human Services umbrella and pursue programing to follow Evidence-Based Practices. Have the committee report back their findings by the August 19th Board Meeting.

C. Discontinue the Youth Programs Department and provide direct grants to the three school districts to provide these services.

D. Continue providing Youth Programs in a restructured fashion at its current funding level. This would include folding the department under Human Services Department and pursue programing to follow Evidence-Based Practices.

E. Continue the Youth Programs Department without change.

Recommendation

I am recommending Alternative A to the board and discontinue the Youth Programs Department as of August 22, 2014.

Respectfully Submitted,

Mike Pogge-Weaver
Swift County Administrator