

# Notice & Agenda

## Swift County Board of Commissioners

Tuesday, February 17, 2015

11:00 AM

Swift County Board Room – 301 14<sup>th</sup> St N, Benson, MN

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

<u>Time</u>	<u>Reference</u>	<u>Item</u>
11:00 a.m.		<b>Call to Order and Roll Call</b>
11:01 a.m.		<b>Approve Agenda</b>
11:03 a.m.		<b>Consent Agenda</b>
	1-2	(1) Minutes from the February 3, 2015 Regular Meeting
	3	(2) Consider approving increased credit card purchasing limits for certain employees
	4-5	(3) Consider approving final purchase of property located at 211 11th St N and owned by Robin and Lisa Finke
	6-7	(4) Consider approving a budget amendment related to a new social worker position
11:04 a.m.		<b>Consider Approval of Commissioner warrants and review Auditor warrants reviewed</b>
11:05 a.m.		<b>Commissioner and Board reports</b>
11:20 a.m.		<b>County Administrator report</b>
11:25 a.m.		<b>Citizens Comments</b>
11:25 a.m.		<b>Rob Wolfington, Benson City Administrator</b>
	Attachment	Update on the Benson Rail Study
11:40 a.m.		<b>John Holtz, Swift County Sheriff</b>
	8-20	Consider approving the West Central S.W.A.T. Team Agreement
	21-28	Consider approving a Law Enforcement Contract with the City of Kerkhoven
	29-31	Consider approving the purchase of a new squad
	32-39	Discuss and consider approving LEC Brick Repair project
	40	Discuss and consider approving Courthouse Security Project
11:55 a.m.		<b>Scott Collins, Environmental Services Director</b>
	41-43	Consider approval of the 2014 Annual County Feedlot Officer Annual Report and Performance Credit Report
		<b>Other Business</b>
	44	Regional Broadband Feasibility Study
	None	Strategic Plan Update
12:00 Noon		<b>Adjournment</b>

## **SWIFT COUNTY BOARD MINUTES**

### **February 3, 2015**

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

Chairman Peter Peterson asked if there were any additions to the agenda. Administrator Pogge-Weaver requested the addition of the County Highway Department's purchases of a truck, equipment, and a trailer to the agenda. Commissioner Rudningen requested a change to the adjournment time from 10:30 PM to 10:30 AM. Chairman Peter Peterson also requested the addition of a discussion on the Governor's Proposed Plan.

**02-03-15-01** Commissioner Fox moved and Commissioner Edward Pederson seconded to approve the agenda with the noted change and additions. Motion carried unanimously.

**02-03-15-02** Commissioner Rudningen moved and Commissioner Hendrickx seconded to approve the Consent Agenda which consisted of: (1) Minutes from the January 20, 2015 Meeting (2) Appointment of William Warnock and Leslie Ehrenberg to the Swift County RDA Board of Directors and (3) Approval of a request to include credit card payments in Auditor's Warrants. Motion carried unanimously.

**02-03-15-03** Commissioner Fox moved and Commissioner Rudningen seconded to approve the Commissioner warrants as follows: Revenue: \$64,307.93; Solid Waste: \$6,626.19; Road and Bridge: \$9,749.76; County Ditches: \$1,548.24; Welfare & Family Services, \$83.58 which includes the following bills over \$2,000: CEE VI Task Force, \$43,911.60; Center Point Energy Minnegasco, \$2,438.00; Tyler Technologies Inc, \$7,198.80; Waste Management Of Northern Minnesota, \$6,422.39; and Widseth Smith Nolting & Assoc Inc, \$2,341.25. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Peter Peterson reported on HRA and Supporting Hands Nurse Family Partnership. Commissioner Fox reported on SPCC, SCBH, and the Blandin Broadband Meeting. Commissioner Edward Pederson reported on the Historical Society Board Meeting. Commissioner Rudningen reported on Radio Board, Extension Committee, and the MN Public Sector Collaborative. Commissioner Hendrickx reported on the RDC.

Administrator Pogge-Weaver informed the board that Swift County did not receive the Border to Border Broadband Grant and updated them on the upcoming closing on the Attorney building and that the GIS Coordinator position was not filled and would be going in a different direction.

County Engineer Andy Sander requested approval to purchase one new truck and equipment off of the State Contract.

**02-03-15-04** Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the truck and equipment purchase. Motion carried unanimously.

Engineer Sander further requested approval to purchase one new gooseneck trailer.

**02-03-15-05** Commissioner Fox moved and Commissioner Hendrickx seconded to approve the trailer purchase. Motion carried unanimously.

Erick Hedman and Gail Jerve of Prairie Five Community Action Council updated the board on the Senior Nutrition Program.

Administrator Pogge-Weaver requested approval of a MOU between AFSCME Local #2538 – Courthouse Unit and Swift County on implementing the Classification and Compensation Study.

**02-03-15-06** Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the MOU. Motion carried unanimously.

Administrator Pogge-Weaver updated the board on the Strategic Plan groups' progress.

A discussion was had on the proposed Governor's Plan, specifically buffer strips on all ditches.

**02-03-15-07** Commissioner Rudningen moved and Commissioner Edward Pederson seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 10:27 AM.

WITNESSED:

\_\_\_\_\_  
Peter Peterson, Chair

ATTEST:

\_\_\_\_\_  
Michel Pogge-Weaver, Clerk of the Board



# Request for Board Action

BOARD MEETING DATE:  
February 17, 2015

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Michel Pogge-Weaver	REQUESTOR PHONE: 320-314-8399
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### 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: Human Services has requested an increased credit card limit for Gary Jenson to \$1,000. Gary makes purchases for the department and other employees in the Department which can cause issues with the current \$500.00 limit.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING: n/a
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### Review/Recommendation

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



# Request for Board Action

BOARD MEETING DATE:  
February 17, 2015

## 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: Consider approving final purchase of property located at 211 11th St N and owned by Robin and Lisa Finke	
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: The closing on the property located at 211 11th St N for the County Attorney's office is tentatively set for the week of February 23th. Under terms of the purchase agreement, the total purchase price is \$90,000 of which \$5,000 was paid at the signing of the purchase agreement, leaving \$85,000 due at closing. Staff is requesting approval of the attached resolution so that a check can be available at closing, along with any other incidental costs to complete the closing.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

### Budget Information

FUNDING: The purchase of the building will come from County reserves.
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Agreements were reviewed by the County's outside legal counsel.	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a

**RESOLUTION**

**AUTHORIZE FINAL PAYMENT IN THE AMOUNT OF \$85,000 FOR PROPERTY LOCATED AT 211 11TH ST N IN BENSON ALONG WITH ALL FINAL CLOSING COSTS ASSOCIATED WITH SAID PURCHASE**

Motion by Commissioner \_\_\_\_\_ Seconded by Commissioner \_\_\_\_\_

**BE IT RESOLVED**, by the Swift County Board of Commissioner that the Swift County Auditor shall issue a warrant in the amount of \$85,000.00 for the final purchase amount due on property at 211 11<sup>th</sup> St N in Benson and said check shall be delivered at closing.

**BE IT FURTHER RESOLVED**, by the Swift County Board of Commissioner that the Swift County Auditor shall issue any and all warrants necessary to complete the closing payments and recording fees of the warranty deed for property located at 211 11<sup>th</sup> St N in Benson as outlined in the purchase agreement dated January 20, 2015.

Adopted on a \_\_\_\_\_ vote by the Swift County Board of County Commissioners the 17th day of February 2015.

Swift County Board of Commissioners

\_\_\_\_\_  
Peter Peterson, Chairman

ATTEST:

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

Fox \_\_\_\_\_  
P. Peterson \_\_\_\_\_

Hendrickx \_\_\_\_\_  
Rudningen \_\_\_\_\_

E. Pederson \_\_\_\_\_



# Request for Board Action

BOARD MEETING DATE:  
February 17, 2015

## 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: Consider approving a budget amendment related to a new social worker position	
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: Human Services has been discussing the need for an additional social worker in Human Services for child protection services. During the CSS board meeting on 2/17/2015, the board will consider approving this position. If that occurs, part of the funding for the position calls for transferring \$19,250 from the General Revenue fund to the Human Services fund.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

### Budget Information

FUNDING: This is a transfer of funds from the open GIS Coordinator Position to Human Services for a new Social Worker position in the department
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review prior to meeting	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a

## Budget Change Request Form

### Requestor Information

Department: Administration                      Date: February 11, 2015  
Dept. Head: Michel Pogge-Weaver

### Reallocation Request

<u>Account Number</u>	<u>Account Name</u>	<u>Amount Added</u>	<u>Amount Deducted</u>
<u>01-100-000-0000-6110</u>	<u>Regular Salaries &amp; Wages</u>		<u>\$13,720</u>
<u>01-100-000-0000-6151</u>	<u>Health Insurance</u>		<u>\$4,500</u>
<u>01-100-000-0000-6161</u>	<u>Employer PERA</u>		<u>\$1,030</u>
<u>11-405-700-0000-5996</u>	<u>Transfer in from other Funds</u>	<u>\$19,250</u>	

Reason for change request: Moving funds from unfilled GIS Coordinator Position to fund a portion of a new Social Worker position in Human Services.

### Additional Appropriation Request

<u>Account Number</u>	<u>Account Name</u>	<u>Amount Requested</u>
_____	_____	_____

Reason for additional appropriation: \_\_\_\_\_

### Board Action Taken

Approved       Denied                      Date: 02/17/2015

Attach any additional information desired to support/clarify your request.



# Request for Board Action

BOARD MEETING DATE:  
February 17, 2015

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Sherriff	REQUESTOR: John Holtz	REQUESTOR PHONE: 320-314-8350
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the West Central S.W.A.T. Team Agreement	
AGENDA YOU ARE REQUESTING TIME ON: 11:40 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The amendment technical changes and adds paramedics to the team. At the last SWAT Board meeting the board reviewed and agreed to the changes.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Amends the previously approved agreement.

### Budget Information

FUNDING:	The agreement calls for a basic \$ 1,000.00 annual fee to cover Insurance and some other fee's like training costs. The fee is equal for all agencies involved. This fee is included in the Sherriff's Department Budget. The only other costs is when the Team gets together once a month for a few hours and if there is a call out and we pay for the time of our Deputy. There are no other expenses at this time unless there is a need for some type of equipment.
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### Review/Recommendation

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

# WEST CENTRAL S.W.A.T. TEAM AGREEMENT

The parties to this Agreement are units of government responsible for the law enforcement in their respective jurisdictions **or non-profit hospitals**. The parties desire to work cooperatively in the establishment of an organization to coordinate and address the formal framework of targeted investigations, memberships and personnel commitment, overall operations, resource availability, use of funds, general management and liability issues, as a joint powers entity. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes, § 471.59.

The undersigned Governmental Units, in the joint and mutual exercise of their powers, agree as follows:

1. **Name.** The name of the joint powers entity shall be the “WEST CENTRAL S.W.A.T TEAM.”
  
2. **Definitions:**
  - a. Agent – means a peace officer, employed by a member, who is assigned to the S.W.A.T. Team.
  - b. Board – means the governing board of the Team.
  - c. Fiscal agent – means a governmental unit that is a member of the Team and is responsible for the administration of financial and accounting functions for the Team.
  - d. Member – means a governmental unit that is a signatory to this agreement.
  - e. Team- means the West Central S.W.A.T. Team.
  
3. **Members.** The members of the Team are the following Governmental Units:
  - City of Appleton
  - City of Benson
  - City of Glenwood
  - City of Hancock
  - City of Montevideo

City of Morris  
City of Starbuck  
City of Wheaton  
County of Lac Qui Parle  
County of Pope  
County of Stevens  
County of Swift  
County of Traverse  
University of Minnesota Morris Police

**Sanford Medical Center - Wheaton**

**Glacial Ridge Health Systems - Glenwood**

3.1 The members shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The members agree to act in good faith to undertake resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

4. **Term.**

4.1 The term of this Agreement shall be for five (5) years, commencing **July 30, 2014**, unless terminated earlier pursuant to section 5.7(c) of this Agreement. This Agreement shall be automatically extended for successive five year terms upon the same terms, conditions, and covenants, unless the Team is dissolved prior to expiration of the initial or successive term.

4.2 Upon dissolution of the S.W.A.T Team, the Board shall provide for the distribution of all Team funds and assets in the following manner: (1) the board may propose and the members shall, if appropriate, approve, in accordance with item 5.7 below, to sell and liquidate non-monetary assets prior to distribution; (2) Only governmental units that have been members of the Team continuously for the twelve months immediately preceding dissolution shall be entitled to share in the distribution; and (3) Assets and funds shall be distributed in proportion to the full-time staffing contributions of each member to the Team during the twelve months immediately preceding dissolution, determined by the level of participation of each member for each of the twelve months immediately preceding dissolution. Property owned by members shall be returned to the members upon

dissolution. A member whose membership terminates prior to dissolution of the Team is entitled to the return of its own property, but is not entitled to any share or portion of Team funds or assets.

**5. Governing Board.**

- 5.1 The Team shall be governed by a governing board. Members of this board will be known as “Directors.” The Chief Law Enforcement Officer **or Chief Executive Officer** from each member, or his or her designee, shall serve as a Director. There shall also be one Director representing the Stevens County Attorney’s office, who shall not vote in any matters before the Governing Board
- 5.2 Directors shall not be deemed employees of, nor compensated by the Team.
- 5.3 The Board will elect a chair. The Chair shall have no more power than any other Director except that the Chair shall: be responsible to ensure that a schedule of regular meetings of the Board is determined and kept on file with the County Auditor and give notice of special meetings in accordance with the Open Meeting Law, and accordingly post or indicate, in compliance therewith, when regular or special meetings are scheduled or otherwise called; call meetings to order and provide for their orderly and efficient conduct; provide for the preparation of minutes; and, when authorized by the passage of a motion by board, execute contracts, agreements, reports, filings, and other documents on behalf of the Team. Any portion of a meeting shall be closed if it discusses active investigative data as defined in Section 13.82, Subdivision 7, or internal affairs data relating to allegations of law enforcement misconduct.
- 5.4 The Board will delegate operational control over activities to a Team Commander.
- 5.5 The Board will delegate financial and administrative oversight to a Team Coordinator, who shall be an employee of the member then serving as the fiscal agent for the Team.
- 5.6 The Board shall meet on a quarterly basis or more frequently as needed. A meeting may be called by any Director, or the Team Commander.
- 5.7 It shall require the affirmative vote of at least 70% of all members to:
  - (a) Approve or amend the budget;
  - (b) Approve the expenditure or distribution of Team funds; or to
  - (c) Abolish or dissolve the Team.

In all other matters, the Board may take action based on the vote of a simple majority. A quorum shall exist, and votes may be taken, if a majority of the Directors or their designees are present.

- 5.8 The Board may apply for and receive grants, and enter into contracts, including agreements for the purchase and rental of real property, incur expenses and make expenditures necessary and incidental to the effectuation of its purposes and consistent with its powers.
- 5.9 The Board may recommend changes in this Agreement to its members.
- 5.10 The Board may receive real or personal property by grant, devise, or bequest for the use of the Team.

## 6. **Powers and Duties of the Team.**

- 6.1 To accomplish the objectives herein, all Team members shall assign at least one peace officer licensed pursuant to Minnesota Statutes, § 626.84, subd.1, to the Team, or if unable to contribute officers, shall contribute assets to the Team. **Participating Hospitals shall assign at least one healthcare personnel member (Medic) to the team.**
- 6.2 A typical assignment to the Team should be for a minimum period of one year. However, assignments shall be at the pleasure of both the Team Board and the officer's employing agency and may be terminated at any time.
- 6.3 The Team Commander will direct investigative activities based on intelligence provided by the Team Board members with priority given to case investigations that directly impact the members' communities.
- 6.4 While assigned to the Team all personnel shall be under the direct supervision and control of the Team Commander or his or her designee. The Team Commander's duties shall include, but not be limited to:
  - (a) Guiding and directing the activities of personnel assigned to the Team;
  - (b) Establishing goals, priorities, and work assignments;
  - (c) Reviewing and approving reports;
  - (d) Scheduling assigned personnel;
  - (e) Providing input on employee evaluations, if requested; and,
  - (f) Allocating overtime work, if necessary.

- 6.5 The Team Commander may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which the Team is organized.
- 6.6 The Governmental Unit serving as the Fiscal Agent shall cause to be made an annual audit of the books and accounts of the Team and shall make and file a report to its members which includes the following information:
- (a) The financial condition of the Team;
  - (b) The status of all Team projects;
  - (c) The business transacted by the Team;
  - (d) Quarterly financial report;
  - (e) Other matters which affect the interests of the Team.
- 6.7 The Team's books, reports, and records shall be open to inspection by its member's at all reasonable times.
- 6.8 The Team members may not incur obligations or approve contracts that extend beyond the term of this Agreement or which will require the expenditure of funds in excess of funds available.
- 6.9 Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting one of the members as the agent, representative or employee of another member for any purpose or in any manner whatsoever. Personnel assigned to the Team by one of the members shall not be considered temporary or permanent employees of any other member for any purpose whatsoever or be entitled to tenure rights or any rights or benefits by way of workers compensation, re-employment insurance, medical and hospital care, sick and vacation leave, severance pay, PERA or any other right or benefit of another member.
- 6.10 The members acknowledge that it is their sole responsibility to provide all salary compensation and fringe benefits to their employees. Benefits may include, but are not limited to: health care, disability insurance, life insurance, re-employment insurance, FICA, Medicare, and PERA.

## 7. **Insurance and Indemnification.**

- 7.1 The Team will maintain liability coverage with the League of Minnesota Cities Insurance Trust with a limit which must equal or exceed the maximum tort limits applicable to

governmental entities as set forth in Minnesota Statutes **Sections 3.736, Subdivision 4,** and 466.04, Subdivision 1, under standard LMCIT liability coverage forms.

Alternatively, the Team may maintain equivalent private liability insurance coverage.

Such coverage may be provided through separate policies for commercial general liability and law enforcement liability. Such private liability insurance policies must comply with the following requirements:

- Each policy shall have a limit of at least \$2,000,000 per occurrence. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than the amount which equals or exceeds the maximum Minnesota tort caps under Minnesota Statutes **Sections 3.736, Subdivision 4,** and 466.04, Subdivision 1.
- The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.
- Each member, and each member's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from Team activities or operations.

7.2 The Team may in its discretion procure coverage for auto liability and damage to or loss of property. If the Team at any time hires employees, it will immediately acquire and maintain workers' compensation coverage.

7.3 The Team agrees to defend and indemnify its members for any liability claims arising from Team activities or operations, and decisions of the Team Board. Nothing in this agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes **Sections 3.736 and** Chapter 466 or a waiver of any available immunities or defenses, and the limits of liability under Minnesota Statutes **Sections 3.736 and** Chapter 466 for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

7.4 Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

- 7.5 Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.
- 7.6 Each member shall be responsible for injuries to or death of its own personnel. Each member will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are assigned to the Team or are otherwise participating in or assisting with Team operations or activities. Each member waives the right to, and agrees that it will not, bring any claim or suit against the Team or any other member for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with Team operations or activities, even if the injuries were caused wholly or partially by the negligence of any other member or its officers, employees, or volunteers.
- 7.7 Each member shall be responsible for damages to or loss of its own equipment. Each member waives the right to, and agrees that it will not, bring any claim or suit against the Team or any other member for damages to or loss of its equipment arising out of participation in or assistance with Team operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other members or its officers, employees, or volunteers.
- 7.8 All insurance policies and certificates required under this agreement shall be open to inspection by any member and copies of the policies or certificates shall be submitted to a member upon written request.

## 8. **Finances.**

- 8.1 Team operations will be financed from grant funds, and any funds voluntarily contributed by any member. Members will provide officers **or other personnel** to be assigned to the Team but will not otherwise be required to provide funds without the prior amendment of this Agreement. Each Member shall contribute as follows: **\$1,000.00** Dues annually. **Hospitals who provide Healthcare Personnel/Medics are exempt from monetary dues.**
- 8.2 The Fiscal Agent shall serve as sole administrator of all funds contributed by Team members or otherwise received by the Team, and in such capacity is authorized to receive

all funds for deposit and make disbursements therefrom in accordance with generally accepted accounting principles. In conjunction therewith, the Fiscal Agent shall maintain current and accurate records of all obligations and expenditures of Team funds in accordance with generally accepted accounting principles. It shall also produce quarterly financial and statistical reports which shall be disseminated to all Directors and the Team Commander. The Team shall maintain all such reports and related records for a period of six (6) years after dissolution of the Team.

8.3 The Board shall approve an annual operating budget for the Team. The Board may amend the budget as necessary.

8.4 The Team's funds may be expended by the Board in accordance with this Agreement in a manner determined by the Board. In no event shall there be an expenditure of Team funds except in accordance with the approved budget.

8.5 The Team shall not be obligated to reimburse Members for any expenses incurred or equipment furnished. Reimbursement may be provided if sufficient funds are available.

8.6 The Board may not incur debts beyond those either approved in the budget, or authorized by members.

8.7 **Fiscal Agent.** The Board shall designate the Minnesota County of Stevens, County Auditor/Treasurer be the 'authorized official' and thereby responsible for the management and disbursement of the Team grant awards, cash contributions, and any other fiscal resources. In no event shall there be a disbursement of Team funds from the County of Stevens depository without the approval/authority and signatures of the Commander and/or the Team Board Chair or Vice-Chair.

## 9. **Team Members.**

9.1 Each member shall assign licensed peace officers **or Healthcare Personnel** to serve on the Team as **members** in accordance with article 6.1.

For each subsequent year, each member will advise the Board, prior to October 1<sup>st</sup>, of the number of employees that the member will provide in the subsequent calendar year.

9.2 All **members** assigned to the Team shall comply with the policies and rules adopted by the Team Board. In areas where the Team Board has not adopted a policy or rule, then

personnel assigned to the Team shall comply with the policies and rules promulgated by their employing agency. The Team Commander, or his or her designee, shall refer disciplinary matters or other instances of misconduct involving an Agent to the Agent's Chief Law Enforcement Officer **or CEO** for investigation, referral, or disposition. However, nothing herein shall be construed to prevent the Team Commander from reporting suspected criminal conduct directly to an outside agency for investigation.

10. **Standard Operating Procedures.** The Board shall authorize and enforce a standardized policy and procedures manual governing assigned Team operations and personnel. All assigned personnel shall follow the recommendations and guidelines of the manual as adopted.

10.1 Revisions and corrections. The Board may choose to update, revise and correct any portion of said policy and procedure manual upon recommendation, review, and approval of the full Board.

11 **Team Staff.** Each Member is encouraged to assign personnel to actively participate on the Team

11.1 Assigned personnel shall be experienced, full-time licensed peace officers in the State of Minnesota, assigned to serve on the Team **or other licensed Healthcare personnel.**

11.2 Officers shall be at full-time duty status from the assigning Member, at full employment capacity and competent to carry out all duties and responsibilities of a licensed peace officer.

11.3 Assigned personnel will work in a cooperative, unified and collaborative effort.

11.4 Assigned personnel shall remain employees of the Member that has assigned them to the Team. Officers shall continue to receive salary and appropriate benefits from the assigning Member, not the Team.

11.5 Assigned personnel shall receive and complete all Peace Officer Standards and Training Board mandated training by the assigning Member.

12. **Commander.** The Team Commander shall be recommended by a Board Member; reviewed, approved and thereby appointed by the Board. The Commander will serve at the Board's pleasure and be subject to the full direction of the Board.

12.1 Duties and Responsibilities:

Update the Board as to the Team's activity.

Maintain, and report to the Chair and Board, a written quarterly financial report of all expenditures and receipts, and current fund balances.

Maintain, and report to the Chair and Board, a written quarterly summary accounting for all funds distributed, as requested.

Maintain, and report to the Chair and Board, a written quarterly summary of the activities and response of the team and its assigned Officers, as requested.

Maintain, supervise and complete any grant fund statistics and reporting requirements.

Receive, review and maintain reports regarding all Team operations, investigations and execution of search warrants initiated by the Team.

Work cooperatively with Member agencies and other agencies with venue over active investigations and subsequent prosecutions.

Conduct any other investigation, duty or assignment as deemed appropriate by the Chair and/or Board.

The Commander may exclude Assigned Officers from Team operations or further involvement, subject to review of the assigning Member, and review and approval by the Board.

13. **Equipment.** The Member assigning a **licensed Law Enforcement** Officer shall furnish a weapon and any other associated or required equipment. The Officer shall also complete all required firearm qualifications through the assigning Member.

- 13.1 All property and equipment that has been acquired by the Team shall remain property of the Team and returned to the Team.

14. **Additional Members and Change in Membership.**

- 14.1 A governmental unit may join the Team and become a member upon approval by the Board of Directors and execution of a copy of this Agreement by its governing body.
- 14.2 The Board of Directors may involuntarily terminate a member if that member has failed to provide a minimum of one officer to staff the Team, or assets, or assigned dues.
- 14.3 In any case in which any other governmental unit joins the Team pursuant to paragraph 11.1, contributions by and reimbursement to such members shall be equitably determined and adjusted by the Board to reflect the participation by that member for less than one full year. The decision of the Board shall be final.
- 14.4 A member may, upon ninety (90) days' written notice to all other members, withdraw and cancel its participation in this Agreement.
15. **Counterparts.** This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned Governmental Units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minnesota Statutes, § 471.59.



# Request for Board Action

BOARD MEETING DATE:  
February 17, 2015

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Sherriff	REQUESTOR: John Holtz	REQUESTOR PHONE: 320-314-8350
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a Law Enforcement Contract with the City of Kerkhoven	
AGENDA YOU ARE REQUESTING TIME ON: 11:40 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: This is a one year contract for continued enhanced law enforcement services for the City of Kerkhoven ending on December 31, 2015.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	Amends the previously approved agreement.

### Budget Information

FUNDING: This agreement called for the City of Kerkhoven to pay \$35,000 annual for this service.
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### Review/Recommendation

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

## Law Enforcement Contract

### City of Kerkhoven

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of January, 2015, between the COUNTY OF SWIFT and the SWIFT COUNTY SHERIFF, hereinafter referred to as "County" and the CITY OF KERKHOVEN, a municipal corporation, hereinafter referred to as "City".

#### **1.0 STATEMENT OF AGREEMENT**

The City desires to contract with the County for the provision of general law enforcement services within the corporate limits of the City. The County and its Sheriff agree to provide general law enforcement services to the City, and the City agrees to engage the County through its Sheriff to provide such services in accordance with and subject to terms in this Agreement. The written terms and statements of this Agreement shall supersede all prior verbal statements of any representative of either the County or the City, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Agreement.

#### **2.0 LEGAL BASIS**

This Agreement is authorized by the provisions of Minnesota Statutes 436.05 and 471.59.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

#### **3.0 GENERAL LAW ENFORCEMENT SERVICES DEFINED**

General law enforcement services provided to and billed to the City under the terms of this Agreement consist of patrol, investigation, and community-oriented policing services. Dispatching, jailing, transportation, and all other auxiliary and technical services now provided by the Sheriff in support of patrol, investigation, and community policing services will continue to be provided to the City without additional billing. All references to general law enforcement services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement.

#### **4.0 DELIVERY OF SERVICES**

- 4.1 Service Area: The Sheriff shall provide general law enforcement services within the corporate limits of the City.
- 4.2 Enforcement Responsibilities: Services provided pursuant to this Agreement shall include the enforcement of Minnesota State Statutes, including but not limited to, the Traffic Code and the Criminal Code, as well as all local ordinances enacted in conformance therewith. Statutes and ordinances which prescribe enforcement by a different authority: ie., the State Electrical Code, the Uniform Building Code, etc., shall be excluded from this Agreement. The City shall be responsible for enforcement of the Municipal Zoning Code, except that the Sheriff shall enforce nuisance ordinances conforming to state law: ie., junk cars and traffic ordinances; ie., parking and erratic driving. The Sheriff shall be responsible for the enforcement of animal control consistent with City ordinances and State statutes. The Sheriff shall not be responsible for the pick-up, transportation, sheltering, or care of animals.
- 4.3 How Delivered: The Sheriff shall determine the most appropriate manner of providing law enforcement services to the City. Deputy Sheriffs, whose primary assignments are to provide law enforcement services to the City, shall not be confined to the corporate boundaries of the City. The Sheriff shall ensure the reasonable response to all calls for service.
- 4.4 Reporting: The Sheriff shall provide to the City a quarterly report of law enforcement activities.
- 4.5 Service Management: The planning, organization, scheduling, direction, and supervision of the Sheriff's personnel and all other matters regarding the delivery of general law enforcement services to the City shall be determined by the Sheriff.
- 4.6 Dispute Resolution: The rendition of such law enforcement services, standards of performance, discipline of officers assigned, any other matters incident to the performance of such services, and the management, control, and direction of personnel so employed, shall remain with the Sheriff. In the event of dispute between the parties as to the actual performance rendered hereunder, citations and summons issued, criminal actions commenced, or any other matters determining the level or actual performance of law enforcement services rendered, the actual determination of such cases shall be made exclusively by the Sheriff of the County and those responsible for the prosecution thereof.

## **5.0 PROPERTY**

- 5.1 Specifications and Procurement: The Sheriff shall be responsible for specifying and procuring all equipment and vehicles required to provide law enforcement services under this Agreement. All equipment and vehicles procured under this Agreement shall be the property of the County.
- 5.2 County Insurance: The County agrees that all insurance required to adequately cover vehicles, personnel and equipment used by the County in the provision of the services herein will be provided by the County at it's own expense.
- 5.3 County Responsibilities: Pursuant to this Agreement, the County shall provide all necessary equipment, supplies, staffing, supervision services, communications facilities for dispatching, and jailing services necessary to provide the level of general law enforcement services to the City.
- 5.4 City Budgetary Responsibilities: The City shall be budgetarily responsible for funding its obligations under this Agreement.

## **6.0 LIABILITY**

The County shall assume liability for, defend against, and secure the City from all costs or damages for injury to persons or property caused by the negligence or intentional misconduct of the Sheriff's personnel in the course of providing or failing to provide general law enforcement services to the City.

## **7.0 COSTS OF PROSECUTION**

The City shall remain responsible for the prosecution of all alleged petty misdemeanor and misdemeanor offenses occurring or arising within the City, and such gross misdemeanor offenses as are not within the jurisdiction of the Swift County Attorney. The Sheriff shall make available to the City Attorney such services, employees, and information as may be customarily required to aid the City Attorney in prosecutions.

## **8.0 PERSONNEL**

- 8.1 County Employee Status: All persons employed by the County in providing general law enforcement services to the City shall be members of the Swift County Sheriff's Office, and they shall not have benefit, status, or right of City employment.
- 8.2 Authority to Direct Work: The Sheriff and/or his designees shall be solely responsible for the supervision and management of all County personnel providing general law enforcement services under this Agreement.
- 8.3 County Payment: The County shall be liable for the direct payment of salaries, wages, and/or other compensation to County officers or County employees providing general law enforcement services pursuant to law, bargaining agreements, and County personnel policies.

**9.0 HOURS OF SERVICE AND FEES**

- 9.1 Hours of Service and Fees for the Year 2015: For performing the services provided hereunder, the City agrees to contract for twenty (20) hours per week for the year 2015, and to pay the cost thereof. The hourly rate for the year 2015 is Thirty-Three Dollars and Sixty-Five Cents (\$33.65) per hour, for a total payment of Thirty-Five Thousand Dollars (\$35,000).
- 9.2 2015 Payment of Fees: Four (4) equal contract fee payments, each in the amount of Eight Thousand Seven Hundred Fifty Dollars (\$8,750.00) shall be paid to the the year 2015.
- 9.3 Cost Projections: The County shall provide the City with projected contract figures for the upcoming contract term no later than August 1 of the last year of the current contract term.

## **10.0 TERM**

This Agreement shall be for one-year term, effective January 1, 2015 and continuing through December 31, 2015. Subsequent Agreements are intended to be three-year terms, unless otherwise negotiated.

## **11.0 TERMINATION**

This Agreement shall be extended automatically for successive three-year terms at rates to be negotiated by the County and the City, unless the County or the City shall notify the other of termination, in writing, prior to June 15, 2015, and a like date of each subsequent term-end year.

Either party, at its option and upon thirty (30) days written notice, may terminate this Agreement as set forth above if the other party fails to comply with the terms and conditions of the Agreement.

## **12.0 AMENDMENTS OR MODIFICATIONS**

No amendment or modification to this Agreement shall be effective unless made and agreed to in writing by both parties to the Agreement.

## **13.0 BINDING EFFECT**

This Agreement shall be binding upon all parties and their successors for the full term of this Agreement.

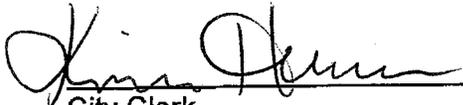
IN WITNESS THEREOF, the City of Kerkhoven, by resolution duly adopted by it's governing body, caused this Agreement to be signed by it's Mayor and attested by it's Clerk; and the County of Swift, by the County Board of Commissioners, has caused this Agreement to be signed by the Chairman and County Administrator, and by the Sheriff of Swift County, effective on the day and year first written above.

CITY:

By:   
Mayor

1-26-15  
Date

Attest:

  
City Clerk

1-26-15  
Date

COUNTY:

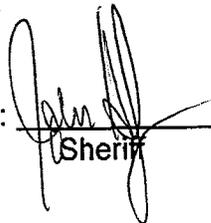
By: \_\_\_\_\_  
Chairman of the County Board

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Date:

By:   
Sheriff

1-26-15  
Date



# Request for Board Action

BOARD MEETING DATE:  
February 17, 2015

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Sheriff	REQUESTOR: John Holtz	REQUESTOR PHONE: 320-314-8350
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the purchase of a new squad					
AGENDA YOU ARE REQUESTING TIME ON: 11:40 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No				
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a				
BACKGROUND/JUSTIFICATION: The 2015 budget called for replacing one of the squads in the Sheriff's department in 2015. Two quotes were received to trade a 2011 F150 squad and replace it with a 2014 F150 squad as follows:					
<table style="margin-left: 40px;"> <tr> <td>Nolan Baker Ford</td> <td>\$12,560.00</td> </tr> <tr> <td>Value Ford Morris</td> <td>\$12,618.00</td> </tr> </table>		Nolan Baker Ford	\$12,560.00	Value Ford Morris	\$12,618.00
Nolan Baker Ford	\$12,560.00				
Value Ford Morris	\$12,618.00				
Staff is recommending proceeding with the purchase of the vehicle from Nolan Baker Ford.					
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None					

### Budget Information

FUNDING: Sheriff Department Budget
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review prior to meeting.	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a

CNGP530

VEHICLE ORDER CONFIRMATION

02/13/15 11:40:51

==> ~~Value Ford Morris~~

Dealer: F58520

2014 F-150

Page: 1 of 2

Order No: 0001 Priority: M1 Ord FIN: QS031 Order Type: 5B Price Level: 430

Ord PEP: 302A Cust/Flt Name: SWIFT CO SHER PO Number:

RETAIL

RETAIL

W1E F150 4X4 CREW \$39960

.REAR DEFROSTER

145" WHEELBASE

.XLT CHROME PKG

UJ STERLING GRAY

.REARVIEW CAMERA

M PREM CLOTH

.TRL BRAKE CONTR

S STEEL GRAY INT

.SIRIUSXM RADIO

302A EQUIP GRP 4080

99F 5.0L V8 FFV ENG NC

.XLT SERIES

.XLT CONVEN PKG

TOTAL BASE AND OPTIONS 45330

.PWR DRIVER SEAT

302A EQUIPMENT GROUP D (2000)

.ADJUST PEDALS

TOTAL 43330

.CD/LCD/SYNC BAS

\*THIS IS NOT AN INVOICE\*

.SLCT SHFT TRANS

\*TOTAL PRICE EXCLUDES COMP PR

.XLT PLUS PKG

\* MORE ORDER INFO NEXT PAGE \*

.REV SENSING SYS

F8=Next

.PWR SLIDING WND

CNGP530

VEHICLE ORDER CONFIRMATION

02/13/15 11:40:58

==> \_\_\_\_\_

Dealer: F58520

2014 F-150

Page: 2 of 2

Order No: 0001 Priority: M1 Ord FIN: QS031 Order Type: 5B Price Level: 430

Ord PEP: 302A Cust/Flt Name: SWIFT CO SHER PO Number:

RETAIL

RETAIL

446 ELEC 6-SPD AUTO

302A EQUIPMENT GROUP D\$ (2000)

X19 3.55 REG AXLE NC

TOTAL 43330

7350# GVWR

\*THIS IS NOT AN INVOICE\*

36 GAL TANK

\*TOTAL PRICE EXCLUDES COMP PR

FRT LICENSE BKT NC

47R FULL RUBBER MAT 95

794 PRICE CONCESSN

30618.- SELLING PRICE

REMARKS TRAILER

18000 - TRADE

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

12618 TO BOOT PLUS T/T/L

DEST AND DELIV 1195

TOTAL BASE AND OPTIONS 45330

~~Value Ford Morris~~

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC08445

30

JGP530

VEHICLE ORDER CONFIRMATION

02/05/15 11:16:34

Dealer: F58515

Page: 1 of 2

2014 F-150

Order No: 1999 Priority: M1 Ord FIN: Q5667 Order Type: 5B Price Level: 430

Order PEP: 302A Cust/Elt Name: SWIFT CO PO Number:

RETAIL

RETAIL

LE F150 4X4 CREW

\$39960

.REAR DEFROSTER

145" WHEELBASE

.XLT CHROME PKG

J STERLING GRAY

.REARVIEW CAMERA

PREM CLOTH

.TRL BRAKE CONTR

STEEL GRAY INT

.SIRIUSXM RADIO

2A EQUIP GRP

4080

99F 5.0L V8 FFV ENG NC

.XLT SERIES

TOTAL BASE AND OPTIONS 45705

.XLT CONVEN PKG

302A EQUIPMENT GROUP D (2000)

.PWR DRIVER SEAT

TOTAL 43705

.ADJUST PEDALS

\*THIS IS NOT AN INVOICE\*

.CD/LCD/SYNC BAS

\*TOTAL PRICE EXCLUDES COMP PR

.SLCT SHFT TRANS

\* MORE ORDER INFO NEXT PAGE \*

.XLT PLUS PKG

F8=Next

.REV SENSING SYS

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.PWR SLIDING WND

F9=View Trailers

-Help

F2=Return to Order

=Submit

F5=Add to Library

\$ 38,365.00

- 7,000.00

Government GPC

31,365.00

- 18,805.00

2011 F-150  
90,000 miles

\$ 12,560.00

Nolan Baker Ford Sales, Inc.  
Box 348, 901 Atlantic Ave.  
Kerkhoven, MN 56252

Thanks Tom Baker



# Request for Board Action

BOARD MEETING DATE:  
February 17, 2015

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Sheriff	REQUESTOR: John Holtz	REQUESTOR PHONE: 320-314-8350
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Discuss and consider approving LEC Brick Repair project	
AGENDA YOU ARE REQUESTING TIME ON: 11:40 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The outer perimeter of the LEC is showing deterioration and is in need of maintenance. This is especially evident on the west wall of the LEC where advance damage to the brick is in need of repair. Staff contacted various vendors completing maintenance on the brick. Specifically the project calls for Chemical Cleaning of the building surfaces; power Washing Brick Masonry & Stone Trim to Remove Surface Dirt & Expose Defective Joints; tuckpoint Damaged Mortar Joints, Replace Five (5) Defective Bricks; Caulk Around The Perimeter of all the Windows, Doors, and Vents; and Caulk All Expansion Joints.  Karr Masonry has submitted a proposal to complete this work for \$12,161.00. Staff is requesting approval to proceed with the project.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

### Budget Information

FUNDING: The project will be funded by the Sheriff Department and/or Courthouse Building Fund
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review prior to meeting. Will review any contract prior to final execution.	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a



*Proposal for Masonry Preservation,  
Maintenance and Repair*

*Prepared for  
Swift County Sheriff's Office  
Benson, MN*

**SUMMARY OF THE PROJECT**

*Our proposal has a wealth of information in it and we have found the information to be beneficial to all parties involved. We have also found that having an overview of the work items is also very helpful to make sure that the work items you want done are all covered in the proposal. The following is an overview of your project.*

***Work Area #1***

- Chemical Cleaning
- Power Washing Brick Masonry & Stone Trim to Remove Surface Dirt & Expose Defective Joints
- Tuckpoint Damaged Mortar Joints
- Replace Five (5) Defective Bricks
- Caulk Around The Perimeter of all the Windows, Doors, and Vents
- Caulk All Expansion Joints

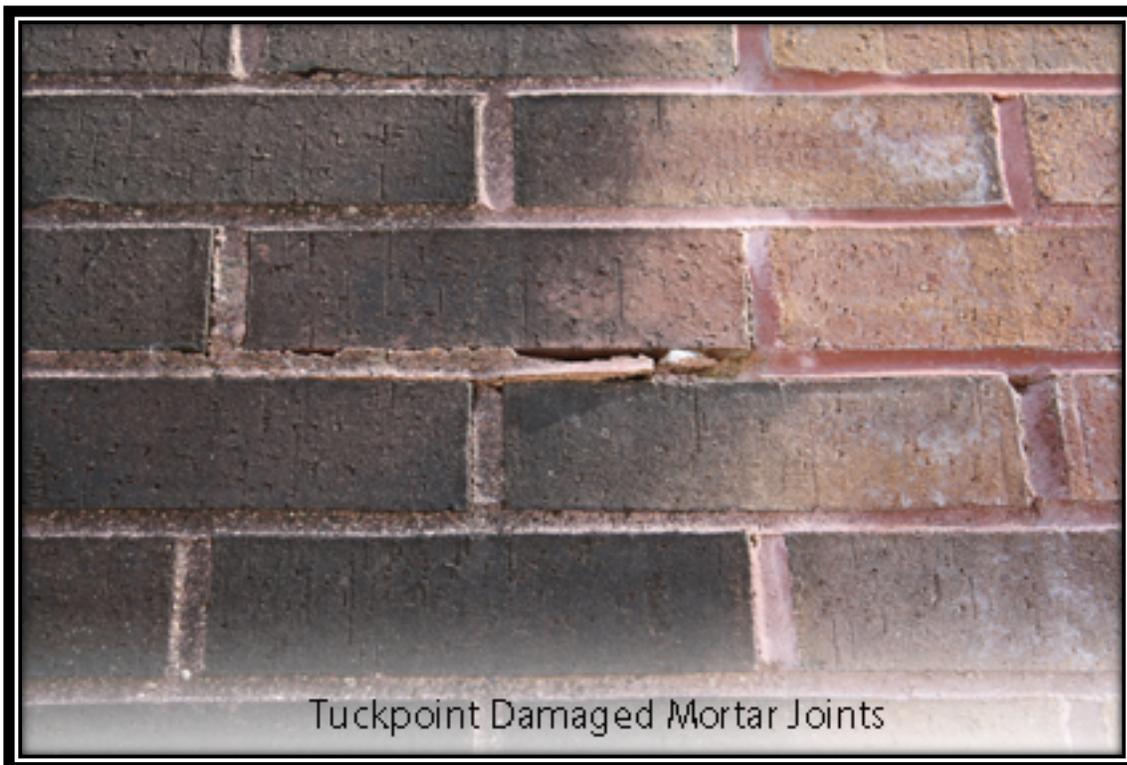




Power Washing Brick Masonry & Stone Trim to Remove Surface Dirt & Expose Defective Joints



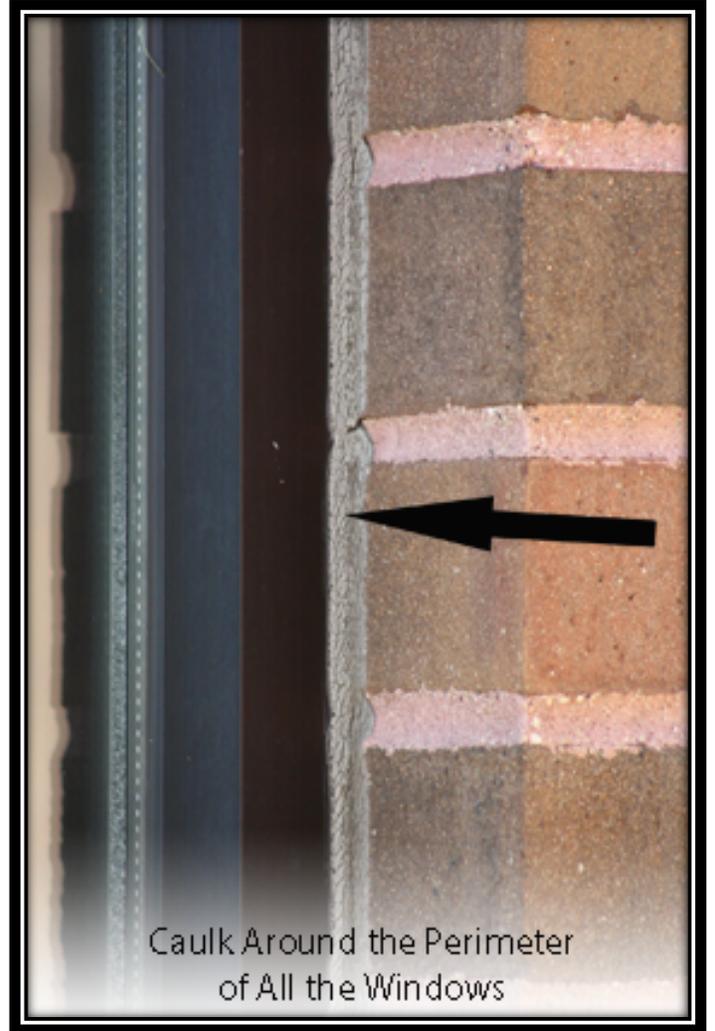
Power Washing Brick Masonry & Stone Trim to Remove Surface Dirt & Expose Defective Joints



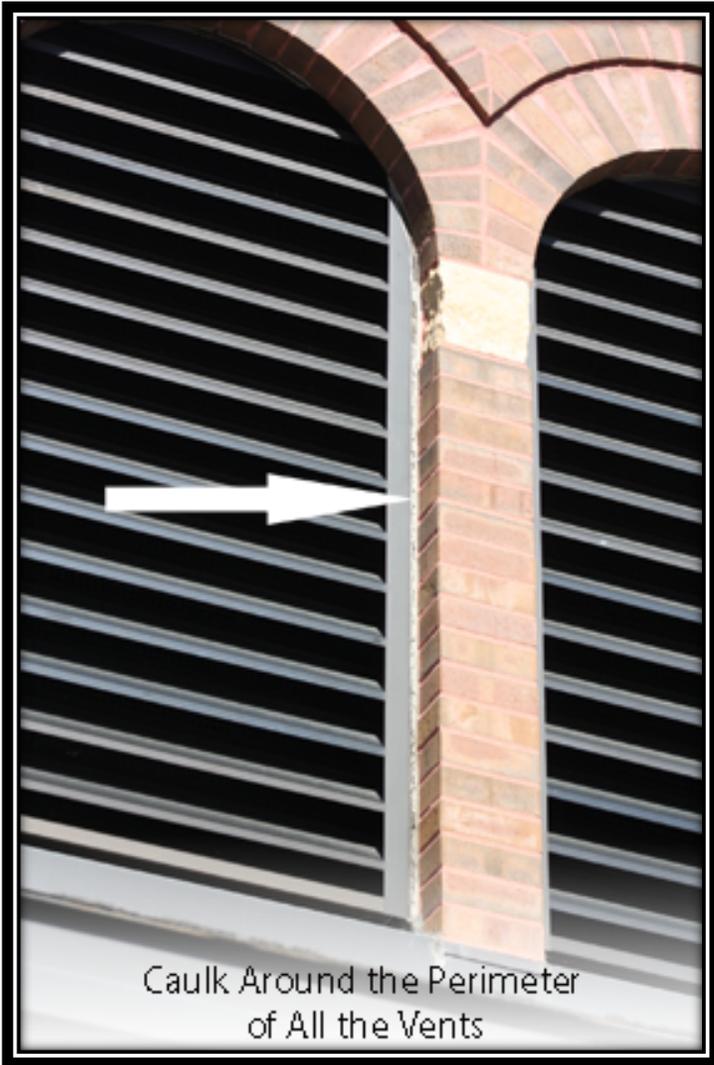




Caulk Around the Perimeter  
of All the Windows



Caulk Around the Perimeter  
of All the Windows



Caulk Around the Perimeter  
of All the Vents



Caulk Around the Perimeter  
of All the Vents



# Request for Board Action

BOARD MEETING DATE:  
February 17, 2015

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Sheriff Administration	REQUESTOR: John Holtz Mike Pogge-Weaver	REQUESTOR PHONE: 320-314-8350 320-314-8399
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Discuss and Consider approving Courthouse Security Project	
AGENDA YOU ARE REQUESTING TIME ON: 11:40 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Staff has been discussing improving security at the courthouse for a number of years. Some of the concerns include the lack of intrusion alarm (security system), need to replace the existing aging panic alarm system with adding additional panic alarm buttons, and add an entry system that tracks who and when someone is accessing the building. Staff met with two vendors and is recommending that we proceed with a proposal from Johnson Controls. Their system provides all of our needs (intrusion and panic alarms along with access control) in one system and allows for future expansion as our needs change. The cost of the system is \$15,620.00 from Johnson Contract plus some minor electrical work that would be completed by a local contractor.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

### Budget Information

FUNDING: Courthouse Building Fund
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review prior to meeting. Will review any contract prior to final execution.	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a



# Request for Board Action

BOARD MEETING DATE:  
February 17, 2015

## Commissioner's Report

### Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of the 2014 Annual County Feedlot Officer Annual Report and Performance Credit Report	
AGENDA YOU ARE REQUESTING TIME ON: 11:55 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: 2014 summary of feedlot activities and annual report and performance credit report. This annual report identifies feedlots and animal units.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING:
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review prior to the meeting	RECOMMENDATIONS: Review and take an action
COMMENTS: n/a	COMMENTS: n/a

Minnesota Pollution Control Agency Feedlot Program

**2014 Annual County Feedlot Officer Annual Report and Performance Credit Report**

(Data for the Period: January 1, 2014 - December 31, 2014)

County:	<b>Swift</b>					
Contact Person:	<b>Scott Collins</b>					
Phone Number:	<b>320-843-2356</b>					
E-Mail Address:	<b>scott.collins@co.swift.mn.us</b>					
Signature:	_____		_____			
	(Signature of County Board Commissioner)		(Date)			
<b>All data must be entered in accordance with the Annual CFO Report Guidance Document.</b>						
<i>Except where identified, this report address those non-NPDES/SDS site required by 7020 to be registered.</i>				No.	PC	PC Total
<b>REGISTRATION</b>						
	1	Feedlots in shoreland with 10 - 49 AU:	5			
	2	Feedlots with 50 - 299 AU:	102			
	3	Non-NPDES/SDS $\geq$ 300 AU:	27			
	4	Feedlots with NPDES/SDS permits:	19			
	5	<b>Total - Feedlots required to be registered:</b>	<b>153</b>			
<b>PRODUCTION SITE INSPECTIONS (compliance or construction)</b>						
	6	Feedlots inspected in shoreland with 10 - 49 AU:	1			
	7	Feedlots inspected with 50 - 299 AU:	5			
	8	Non-NPDES/SDS $\geq$ 300 AU inspected:	7			
	9	<b>Total - Non-NPDES/SDS Feedlots inspected required to be registered:</b>	<b>13</b>			
	10	NPDES/SDS sites inspected:	0			
	11	Inspected Feedlots non-compliant with water quality discharge standards:	0			
<b>LAND APPLICATION INSPECTIONS</b>						
Non-NPDES/SDS Sites	12	Feedlots $\geq$ 100 AU where Level 1 land app was conducted:	2			
	13	Feedlots $\geq$ 100 AU where Level 1 land app result was non compliant:	0			
	14	Site $\geq$ 300 AU (or $\geq$ 100 AU in DWSMA) where Level 2 land app was conducted:	1			
	15	Feedlots from Line 14 where Level 2 land app result was non compliant:	0			
	16	Feedlots $\geq$ 100 AU where Level 3 land app was conducted:	0			
	17	Feedlots $\geq$ 100 AU where Level 3 land app result was non compliant:	0			
<b>SPECIALTY INSPECTIONS</b>						
Non-NPDES/SDS Sites	18	Construction inspections at registered sites (only ONE (1) site visit):	1			
	19	Construction inspections at registered sites (2 or more visits):	0	0.5	0	
	20	Feedlots inspected that are located in shoreland and/or DWSMA:	1			
	21	Complaint inspections at sites required to be registered:	1			
	22	Complaint inspections at sites NOT required to be registered:	1			
	23	On-site assistance inspections:	1			
<b>INSPECTION TYPE (Performance Credit Eligible)</b>						
Based on Number of Sites Inspected by Type	24	Compliance Inspections at non-NPDES/SDS sites:	12	1.5		
	25	Construction Inspections at non-NPDES/SDS sites:	1	1		
	26	Complaint Inspections: (any size site)	2	0.5		
	27	Level 2 Land Application Inspections at non-NPDES/SDS sites:	1	3		
	28	Level 3 Land Application Inspections at non-NPDES/SDS sites:	0	0.5		
	29	Feedlots with NPDES/SDS permits inspected:	0	0.5		
30	<b>Inspection Type Performance Credit Total: (lines 24-29)</b>	<b>16</b>		<b>12.00</b>		

All data must be entered in accordance with the Annual CFO Report Guidance Document.						
Except where identified, this report address those non-NPDES/SDS site required by 7020 to be registered.				No.	PC	PC Total
<b>PERMITTING</b>						
	31	30-day construction or expansion notifications received:		0		
	32	Interim Permits Issued or Modified:		0	2	0
	33	Construction Short-Form Permits Issued or Modified at Sites ≥ 300 AU:		1	1	1
	34	Public meetings held for construction or expansion to ≥ 500 AU:		1		
<b>EMERGENCY RESPONSE (any size site)</b>						
	35	Events where emergency response was conducted: (on-site visit)		1	2	2
<b>PRODUCTION SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)</b>						
	36	Feedlots where a partial environmental upgrade was achieved:		1		
	37	Feedlots where a complete environmental upgrade was achieved:		1	6	6
<b>LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)</b>						
Non-NPDES/SDS Sites	38	Feedlots ≥ 100 AU where Level 1 land app non-compliance was returned to compliance:		0		
	39	Feedlots ≥ 300 AU (or ≥ 100 AU located in a DWSMA) where Level 2 land app non-compliance was returned to compliance:		1		
	40	Feedlots ≥ 100 AU where Level 3 land app non-compliance was resolved:		0		
<b>OWNER ASSISTANCE</b>						
Describe Lines 41, 43 & 44 on Supplemental Form.	41	Workshops or trainings hosted and/or co-sponsored by the CFO:		0	2	0
	42	Number of feedlot owners attending events in line 41:		0		
	43	Number of mailings to feedlot owners:		1		
	44	Feedlot articles placed in newspapers:		2		
<b>STAFFING LEVEL AND TRAINING</b>						
Line 49 Based on One CFO per County Attending Training Event	45	FTEs - (Full Time Equivalent) supplied by the CFO(s):		0.45		
	46	FTEs supplied by other county staff, including administrative and support staff assigned by the county to the feedlot program:		0		
	47	FTEs supplied through contract with other local government units:		0.25		
	48	Total Number of FTE positions that supported county program:		<b>0.7</b>		
	49	CFO - training hours: (Enter total training hours earned)		34.25	0.25	4.0625
<b>ENVIRONMENTAL REVIEW (EAW)</b>						
	50	EAW petitions received:		0		
	51	EAWs prepared by county:		0	4	0
<b>AIR QUALITY NOTIFICATIONS</b>						
	52	Notifications received claiming air quality exemptions:		9		
<b>ENFORCEMENT ACTIONS</b>						
	53	Letters of Warning (LOW) issued:		0		
	54	Notices of Violation (NOV) issued:		2		
	55	Court actions commenced:		0		
<b>OTHER PROGRAM ACTIVITIES</b>						
Describe Lines 57, 58, 59 and 60 on Supplemental Form.	56	Feedlots where a MinnFARM was conducted:		1	1	1
	57	Hours mentoring New CFO's:		0	0.25	0
	58	CFO presentations at informational or producer groups: (per event)		0	1	0
	59	Meetings with other local government and producer groups:		2		
	60	Feedlot Ordinance Revisions:		0		
<b>TOTAL PERFORMANCE CREDITS</b>						
						<b>26.06</b>



# Request for Board Action

BOARD MEETING DATE:  
February 17, 2015

## 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 approval in participation in a regional broadband feasibility study	
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: For the past several months, the 5 counties of the 6W region (Big Stone, Chippewa, Lac Qui Parle, Yellow Medicine, and Swift) have been meeting with the RDC about a regional broadband project that would connect various public entities in the 5 counties. As more of our computer programs are hosted off site along with the regional collaborations we are part of, we are faced with internet connections that are too slow, expensive, and don't provide the redundancy to ensure a high level of up time (which will be important during emergencies).  Through these discussions, the 5 counties are looking to apply for a Robust Network Feasibility Fund grant through the Blandin Foundation. The grant application would be written by the RDC at a cost of \$2,500 (\$500 per County). The grant itself would seek \$25,000 in funding from the Blandin Foundation and would require a match of \$25,000 (\$5,000 per county).  The aim of such a study would be to conduct a factual study on technology alternatives, costs and market opportunities. Specifically the study would look at the overall feasibility of a network that would connect the 5 counties and the various public entities in the 5 counties, potential private partners, costs, and potential funding sources.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

### Budget Information

FUNDING: This could be funded out of Board Discretionary Funds.
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review prior to the meeting	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: n/a