

# Notice & Agenda

## Swift County Board of Commissioners

Tuesday, March 18, 2014

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 March 4, 2014
	3-5	(2) Consider approving a Memorandum of Understanding between AFSCME Local No. 2538 Human Services Unit and Swift County concerning step increases
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>Jennifer Frost, Swift County RDA Executive Director</b>
	None	RDA Update
11:30 a.m.		<b>John Holtz, County Sheriff</b>
	6	Consider approving the purchase of two squads for the Sheriff's Department
11:35 a.m.		<b>Andy Sander, County Engineer</b>
	7	Review and consider accepting the 2013 Highway Annual Report
	8-16	Consider approving an agreement with MnDOT to use CSAH 31 as a detour for TH 29
	17-18	Consider approving the purchase of two Pup trailers
	19-20	Consider approving the purchase of one new Tandem Truck
		<b>Other Business</b>
	21	List of Approved Contract
	22	Employment Updates
		<b>Closed session to consider strategy for pending litigation</b>
		Consider approving a closed meeting to engage in confidential attorney-client communications related to a pending litigation matter pursuant to Minnesota Statutes, Section 13D.05, subdivision 3(b), related to: Alliance Pipeline LP vs. The Commissioner of Revenue in and for The State of Minnesota, and the County of Swift.
		Closed session to consider strategy pending litigation
		Adjourn close session and return to open session
12:00 p.m.		<b>Adjournment</b>

# SWIFT COUNTY BOARD MINUTES

## March 4, 2014

Chairman Fox called the meeting to order at 9:00 AM with all members present as well as County Administrator Mike Pogge-Weaver, County Attorney Robin Finke, Restorative Justice Coordinator Jacquie Larson, County Auditor Kim Saterbak, and Amanda Ness.

Chairman Fox asked if there were any additions to the agenda. No additions were requested.

**03-04-14-01** Commissioner Peterson moved and Commissioner Klemm seconded to approve the agenda as printed. Motion carried unanimously.

**03-04-14-02** Commissioner Hendrickx moved and Commissioner Rudningen seconded to approve the Consent Agenda which consisted of: (1) Minutes from the February 18, 2014 Meeting, (2), Minutes from the February 18, 2014 Executive Session and (3) Consider approving using BNSF grant funds for Restorative Justice training at a regional conference.

**03-04-14-03** Commissioner Klemm moved and Commissioner Peterson seconded to approve the Commissioner warrants as follows: Revenue: \$43,644.98; Road and Bridge: \$83,408.23; Solid Waste: \$5,577.75; and Welfare & Family Services: \$83.58 which includes the following bills over \$2,000: Alternative Micrographics, \$7,047.14; Pro Action Safety & Sales, \$17,100.40; Trueman Welters, \$66,308.00; Villard Implement Co, \$10,500.00; Waste Management of Northern Minnesota, \$5,577.75; and Yellow Medicine County Jail, \$6,717.35. Motion carried unanimously.

Board and Committee Reports were given as follows: Chairman Fox reported on the Hospital Board meeting and Southern Prairie Community Care. Commissioner Klemm reported on an email he received regarding the park equipment at Swift Falls Park, the DAC committee, the RDA loan committee, Prairie Lakes Youth, and the RDA loan committee. Commissioner Peterson reported on the Supporting Hands Nurse Family Partnership and HRA. Commissioner Rudningen reported on the Emergency Management meeting, Technology committee, and Glacial Ridge Scenic Byway. Commissioner Hendrickx reported on RDC revolving loan committee, Planning and Zoning, the AMC conference, and Southern Prairie Community Care.

Administrator Pogge-Weaver reminded the board of the Township Meeting scheduled for 9:00 AM on Friday, March 7<sup>th</sup> and the regional meeting on the sharing of a Human Resources position on March 27<sup>th</sup> in Ortonville.

Environmental Services Director Scott Collins reviewed the Conditional Use Permit to Steve Fester, SSC, and West Central MN Education TV to install a generator at the Verizon Wireless telecommunications tower site.

**03-04-14-04** Motion by Commissioner Hendrickx and seconded by Commissioner Peterson to approve Conditional Use Permit #4337. Motion carried unanimously.

Director Collins also answered questions regarding the 2014 list of gravel pit owners/operators.

Vice-President of Financial Security Bank, Terry Yokom, requested that the board approve a RLF loan request to Scott Lamecker for Lamecker General Store in Kerkhoven.

**03-04-14-05** Motion by Commissioner Rudningen and seconded by Commissioner Peterson to approve a \$32,000 loan to Scott Lamecker. Motion carried unanimously.

Administrator Pogge-Weaver updated the board on Holly Grussing taking over Paul Hayden's full-time position at Human Services as the Adult Mental Health Social Worker and Wayne Anderson's resignation as an Appraiser in the Assessor's office.

County Assessor Wayne Knutson updated the board on the Department of Revenue review, going over improvements needed such as having Appraisers doing the appraisals rather than the Assessor and adding staff due to certification changes coming.

**03-04-14-06** Motion by Commissioner Hendrickx and seconded by Commissioner Klemm to advertise and fill a Deputy Assessor position. Motion carried unanimously.

Chair Fox adjourned the meeting at 10:08 AM.

WITNESSED:

\_\_\_\_\_  
Joe Fox, Chair

ATTEST:

\_\_\_\_\_  
Michel Pogge-Weaver, County Administrator



# Request for Board Action

BOARD MEETING DATE:  
March 18, 2014

## Commissioner's Report

### Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of a MOU with AFSCME Local 2538 Human Services Unit related to step increases	
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: A grievance was recently filed by AFSCME Local 2538 Human Services Unit concerning how step increases are being applied. With the current collective bargaining contract now expired, it is the position of the County that wages are frozen until such time a new contract is in place. One of the employees had her anniversary date at the end of December, while the contract was in effect. Traditionally when an anniversary date occurs in the last half of the month, a step increase would take effect on the first of the next month. Since her anniversary date occurred while the previous contract was in effect the union has argued that the step increase was earned and therefore should be granted. The attached MOU grants this step for this employee and staff is recommending approval.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

### Budget Information

FUNDING: n/a
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Reviewed by the County's labor attorney and found to be acceptable to form.	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

**RESOLUTION**

**APPROVING A MOU WITH AFSCME LOCAL 2538 HUMAN SERVICES UNIT  
RELATED TO STEP INCREASES**

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

**BE IT RESOLVED**, that the MOU between Swift County and AFSCME Local 2538 related to step increases and on file in the office of the Clerk of the Board is approved and the Board Chairman and Clerk of the Board are hereby authorized to sign the same on behalf of Swift County.

Adopted on a \_\_\_\_\_ vote by the Swift County Board of County Commissioners the 18th day of February 2014.

Swift County Board of Commissioners

\_\_\_\_\_  
Joe Fox, Chairman

ATTEST:

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

Fox            \_\_\_  
Peterson      \_\_\_

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

Klemm        \_\_\_

**MEMORANDUM OF UNDERSTANDING**

**Between  
Swift County  
and  
AFSCME Council 65, Local #2538**

WHEREAS, AFSCME Council 65, Local #2538, is the certified exclusive representative for non-supervisory personnel in the Swift County Human Services Department.

WHEREAS, There exists a Labor Agreement between Swift County and LELS, with said Labor Agreement in effect from January 1,2011, through December 31,2013, that continues today while a new contract is being negotiated.

WHEREAS, A grievance was filed February 19, 2014, related to step increases for Mary Zurn.

WHEREAS, To date, Swift County has alleged that the grievance is not proper and, further, has continued to deny the grievance.

WHEREAS, It is the intent of the parties that this Memorandum of Understanding completely resolves any and all outstanding issues pertaining to the pending grievance and that the Memorandum of Understanding set forth a process whereby other employees governed by the same Labor Agreement may address similar concerns.

WHEREAS, This Memorandum of Understanding is not an admission by either side as to the strength or correctness of their respective positions related to this grievance.

WHEREAS, It is the understanding of both sides that this Memorandum of Understanding, which is intended to resolve the issues of the parties, is not considered to be a past practice, cannot be considered to be evidence in any future issues pertaining to the parties, and cannot be used as evidence in any court or arbitration proceeding.

BE IT HEREBY RESOLVED, That the parties agree to the following:

Mary Zurn shall be given a step increase to the 2 year step. Mary Zurn shall be paid any retroactive pay that back to December 27, 2013 that has not previously been paid.

SWIFT COUNTY

AFSCME Council 65, Local #2538,  
on behalf of its members

By \_\_\_\_\_  
Its: \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Clerk of the Board

By \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



# Request for Board Action

BOARD MEETING DATE:  
March 18, 2014

## 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 two deputy squads	
AGENDA YOU ARE REQUESTING TIME ON: 11:30 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: The sheriff's department is requesting approval to purchase to new squads for the department. The purchase is in the 2014 budget.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? See above	

### Budget Information

FUNDING: County
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Did not review	RECOMMENDATIONS: Review and take an action
COMMENTS: n/a	COMMENTS: None

### Board Action

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



# Request for Board Action

BOARD MEETING DATE:  
March 18, 2014

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Accept receipt of annual report from the highway department for 2013	
AGENDA YOU ARE REQUESTING TIME ON: 11:35 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: State Requirement	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? See above	

### Budget Information

FUNDING: none
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### Review/Recommendation

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

### Board Action

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



# Request for Board Action

BOARD MEETING DATE:  
March 18, 2014

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving an agreement with MnDOT to use CSAH 31 as a detour for TH 29	
AGENDA YOU ARE REQUESTING TIME ON: 11:35 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Agreement is to Detour TH 29 traffic to CSAH 31.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? See above	

### Budget Information

FUNDING: County
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### Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Will review prior to final execution	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

### Board Action

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



**Minnesota Department of Transportation**

**District 4 Detroit Lakes/Morris**

1000 Hwy. 10 West  
Detroit Lakes, MN 56501

Office Telephone: 218/846-3600

Fax: 218/847-1583

March 3, 2013

Andrew Sander  
Swift County Highway Engineer  
Swift County  
P.O. Box 241, 1635 Hoban Avenue  
Benson, MN 56215

RE: Proposed Detour Agreement 05542

Dear Mr. Sander:

Transmitted herewith in duplicate is a proposed agreement with Swift County. This agreement provides for the payment by the State to the County for road life consumed on C.S.A.H. 31 when used as a Temporary Trunk Highway 29 detour.

Please present this agreement to the Swift County Board of Commissioners for their approval and execution that includes signatures of the County Board authorized County officers on the two (2) copies of the agreement. Also required are two (2) original copies of a resolution passed by the County Board authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

The executed agreements and resolutions (two originals of each) should be forwarded to this office as soon as possible. A copy will be returned to the County when fully executed.

If you have any questions, please call me (218) 846-7970

Sincerely,

A handwritten signature in blue ink, appearing to read 'Thomas A. Swenson'.

Thomas A. Swenson  
District 4 Traffic Engineer

Enclosures

cc: File

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
SWIFT COUNTY  
DETOUR AGREEMENT**

**For Trunk Highway No. 29 Detour**

<b>State Project Number (S.P.):</b>	<u>7607-29</u>	<b>Original Amount Encumbered</b>
<b>Trunk Highway Number (T.H.):</b>	<u>29</u>	<b><u>\$3,456.34</u></b>

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Swift County acting through its Board of Commissioners ("County").

**Recitals**

1. The State is about to perform a mill and overlay and bridge replacement construction upon, along and adjacent to T.H. 29 from the junction of TH 40 to Thornton Avenue in Benson under State Project No. 7607-29 (T.H. 29); and
2. The State requires a detour to carry T.H. 29 traffic on County State Aid Highway Number 31 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement**

- 1.1 **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration date.** This Agreement will expire when the State removes all detour signs, returns the temporary trunk highway detour to the County, and pays for the detour compensation.

**2. Agreement between the Parties**

**2.1 Detour**

- A. **Location.** The State will establish the T.H. 29 detour route on the following County road as detailed in the project plans or Special Provisions:  
C.S.A.H. 31 for a total distance of 7.7 miles.
- B. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- C. **Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- D. **Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in

length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.

E. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2 **Basis of State Cost (Road Life Consumed).** The State will reimburse *the County* for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by Technical Memorandum TM10-09-TS-03.

A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the County road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.

B. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method."

**3. Payment**

3.1 **For Road Life Consumed.** \$3,456.34 is the State's estimated cost for the road life consumed by the detour based on the data below:

<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length</u>	<u>Duration (Days)</u>	<u>Cost</u>
0.00513	1250	7.7	70	\$3,456.34
Total Road Life Consumed				<u>\$3,456.34</u>

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

3.2 **Maximum Obligation.** \$9,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.3 **Conditions of Payment.** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County, signed by the State District Engineer's authorized representative, for payment.

**4. Release of Road Restoration Obligations**

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 29 detour to as good condition as they were before designation as temporary trunk highways.

**5. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**5.1** The State's Authorized Representative will be:

Name/Title: Thomas A. Swenson / Traffic Engineer (or successor)  
Address: 1000 Highway 10 West, Detroit Lakes, MN 56501  
Telephone: (218) 846-7970  
Fax: (218) 846-0790  
E-Mail: Thomas.Swenson@state.mn.us

**5.2** The County's Authorized Representative will be:

Name/Title: Andrew Sander/Swift County Highway Engineer (or successor)  
Address: Highway Department Building, P.O. Box 241, 1635 Hoban Avenue, Benson, MN 56215  
Telephone: (320) 842-5251  
Fax: (320) 843-3543  
E-Mail: andrew.sander@co.swift.mn.us

**6. Assignment; Amendments; Waiver; Contract Complete**

- 6.1 *Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2 *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3 *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4 *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**7. Liability**

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

**8. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**9. Government Data Practices**

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the County or the State.

**10. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**11. Termination; Suspension**

**11.1 *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**11.2 *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**11.3 *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**12. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

SWIFT Purchase Order: \_\_\_\_\_

**SWIFT COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

Approved:

By: \_\_\_\_\_  
(District Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With delegated authority)

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

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**SWIFT COUNTY**

**RESOLUTION**

IT IS RESOLVED that Swift County enter into Mn/DOT Agreement No. 05542 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of C.S.A.H. 31 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 29 from the junction of TH 40 to Thornton Avenue in Benson under State Project No. 7607-29 (T.H. 29).

IT IS FURTHER RESOLVED that the \_\_\_\_\_ and the \_\_\_\_\_  
(Title) are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Swift County at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

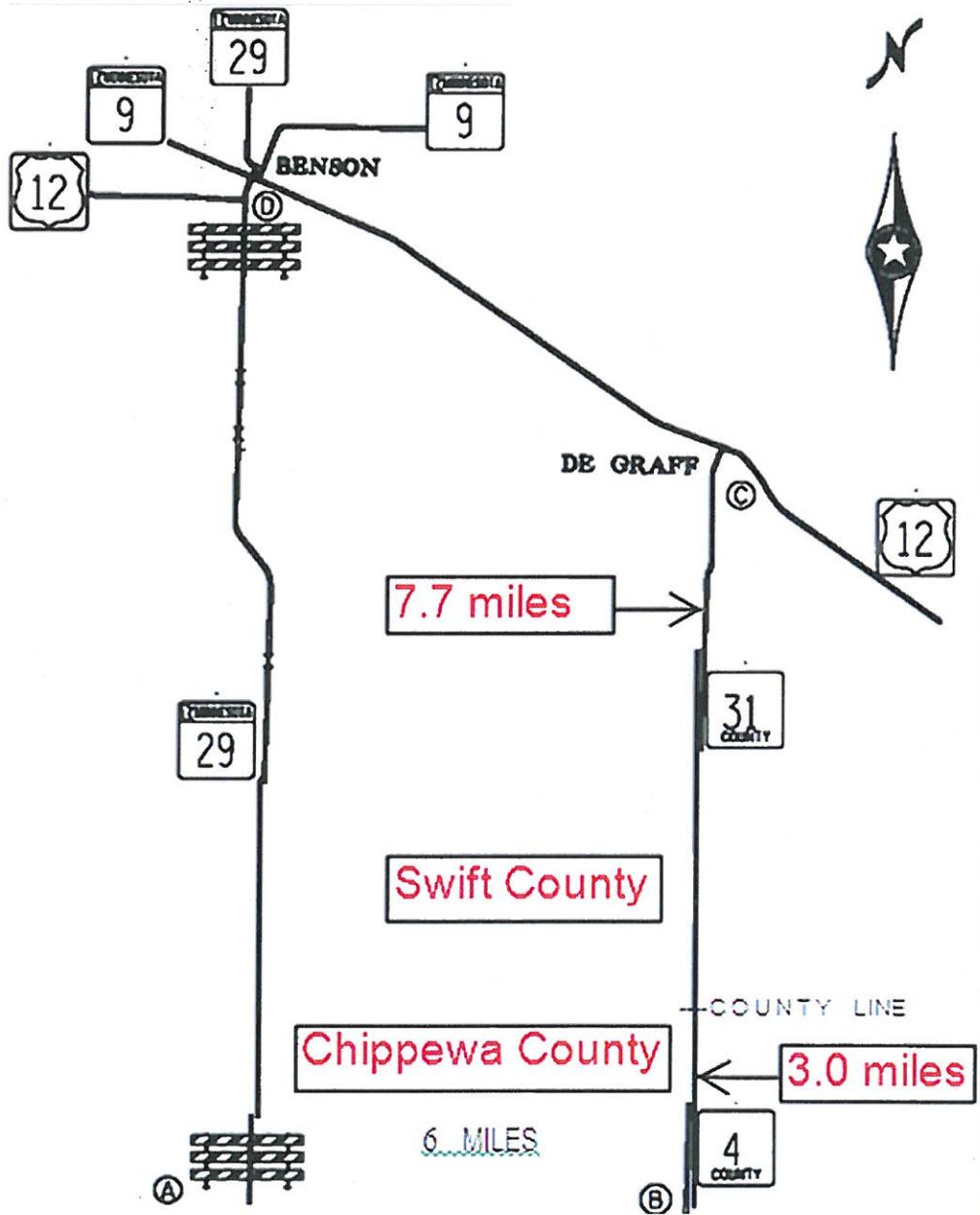
**NOTARY  
STAMP**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

# Proposed Detour Route for SP 7607-29





# Request for Board Action

BOARD MEETING DATE:  
March 18, 2014

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the purchase of two pup trailers	
AGENDA YOU ARE REQUESTING TIME ON: 11:35 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: Purchase Two Pup Trailers that are in this year's budget. The purchase is off of the State Contract.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? See above	

### Budget Information

FUNDING: County
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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

### Board Action

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

## Two Pups Cost

<b>Two Pups</b>	<b>Tow Master</b>	<b>\$69,955.60</b>
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	<b>License</b>	<b>\$ 81.50</b>
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	<b>Total</b>	<b>\$69991.60</b>
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<b>Rims</b>	<b>Royal Tire</b>	<b>\$2,178</b>
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	<b><u>Cost</u></b>	<b><u>\$ 72,215.10</u></b>
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# Request for Board Action

BOARD MEETING DATE:  
March 18, 2014

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the purchase of one new Tandem Truck	
AGENDA YOU ARE REQUESTING TIME ON: 11:35 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: One new tandem truck and equipment that is in this year's budget. The purchase is off of the State Contract.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? See above	

### Budget Information

FUNDING: County
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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

### Board Action

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

## Truck Replacement Cost

<b>Truck MACK GU713</b>	<b>Nuss Truck</b>	<b>\$113,647</b>
	<b>Trade Unit 25</b>	<b>\$ 50,000</b>
	<b>Tax, license and Etc.</b>	<b>\$ 7,582</b>
	<b>Truck Total</b>	<b>\$71,229.06</b>
<b>Box and Plow Equipment</b>	<b>Tow Master</b>	<b>\$79,935</b>
	<b><u>Cost</u></b>	<b><u>\$151,164.06</u></b>



## SWIFT COUNTY ADMINISTRATION

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

### Memo

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To: Board of Commissioners  
From: Mike Pogge-Weaver, County Administrator *MPW*  
Date: March 14, 2014  
Re: Employment Updates

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The following individuals were appointed since February 28, 2014:

- Tyler Krienke, Summer Help (part-time), Parks and Draining, Starts May, 2014

The following positions were approved to begin advertising since February 28, 2014:

- Deputy Assessor
- Part-Time Youth Programs Summer Help
- Part-Time Social Worker

The following individuals tendered their resignation since February 28, 2014:

- None

**FYI**



## SWIFT COUNTY ADMINISTRATION

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

### Memo

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To: Board of Commissioners  
From: Mike Pogge-Weaver, County Administrator *MPW*  
Date: March 5, 2014  
Re: List of Approved Contract

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The following contracts have been approved by the County Administrator:

- 1 year contract with Countryside Public Health to complete tobacco checks
- 3 year contract with Zix Corporation for encrypted email