

Notice & Agenda

Swift County Board of Commissioners

Tuesday, April 2, 2013

9:00 AM

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

If you need any type of accommodation to participate in this meeting, please contact the County Administrator at 320-314-8399 at least 48 hours prior to the meeting.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:03 a.m.		Consent Agenda
	1-2	(1) Minutes March 19, 2013
	3-4	(2) Consider approving offer of employment for Tanna Rens in Youth Programs as a part-time Summer Assistant
	5-6	(3) Consider approving a request from Roger D and Doris J Moen to abate their solid waste assessment on parcel 22-0849-000
	7-8	(4) Consider approving a 2013 budget amendment for Restorative Justice
9:05 a.m.		Commissioner and Board reports
9:20 a.m.		County Administrator report
9:25 a.m.		Citizens Comments
9:25 a.m.		Sheriff John Holtz
	9-22	Consider approving an amended West Central S.W.A.T. Team Agreement
9:33 a.m.		County Engineer Andy Sander
	23-24	Consider approving a resolution designating County and Township Bridge priorities
	None	Consider setting a date for the 2013 spring road tour
9:50 a.m.		Land Records Director Mary Amundson
	25-28	Consider approving a contract with Alternative Micrographic Imaging to scan historic land records from 1970 through Nov. 2012 in the amount of \$68,288.25.
		Other Business
	29-30	Consider approving a resolution indicating the Board's support for adequate funding of Minnesota's statewide transportation system
	31-32	Receive list of possible tax forfeited properties for 2013
	33	Consider setting a special meeting for April 5, 2013 at 8:30 for County Auditor interviews
	34	Receive correspondence from Upper Minnesota River Watershed District
	35-36	Receive correspondence from Countryside Public Health on Tobacco Ordinance Compliance Checks
10:30 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

March 19, 2013

Chairman Fox called the meeting to order with all members present.

03-19-13-01 Commissioner Klemm moved and Commissioner Rudningen seconded to approve the agenda as updated. Motion carried.

03-19-13-02 Commissioner Hendrickx moved and Commissioner Peterson seconded to approve the Consent Agenda which consisted of the Board Meeting Minutes of March 5, 2013. Motion carried.

03-19-13-03 Commissioner Klemm moved and Commissioner Rudningen seconded to approve the appointment of County Administrator, Michel Pogge-Weaver, as the Clerk of the County Board. Motion carried.

03-19-13-04 Commissioner Peterson moved and Commissioner Klemm seconded to approve the Commissioner Warrants as follows: Revenue: \$166,104.14; Solid Waste: \$26,994.57; Road and Bridge: \$48,889.82; Ditch: \$87.85; and Tax Collections Agency, \$1,252.72 which includes the following bills over \$2,000: American Solutions for Business, \$2,844.96; Ascheman Oil, \$3,183.70; Center Point Energy Minnegasco, \$5,940.94; St Cloud City, \$2,054.93; CPUI, \$4,793.85; Rich Cook, \$2,595.00; Craig's Inc, \$2,792.65; Dooley Petroleum, \$4,686.89; Hewlett Packard Co, \$2,112.72; Johnson Feed, Inc, \$4,172.94; Kris Engineering, \$3,814.71; Macqueen Eng. \$3,437.97; Maney Inter. Of Alex., \$3,578.32; Marsden Bldg Maint, \$4,140.34; Nolan Baker Ford, \$54,684.96; Pflipsen Trucking, \$9,260.88; Pioneerland Library System, \$28,312.50; SW Initiative Foundation, \$3,000.00; Swift Co Treasurer, \$16,406.42; Waste Mngment of No Mn, \$10,965.25; and Widseth Smith Nolting, \$8,028.00. Motion carried.

Board and Committee Reports were given as follows: Commissioner Fox reported on Woodland Centers, Pomme de Terre River Association, and Chippewa River Association. Commissioner Klemm reported on RDA. Commissioner Peterson reported on SCSWB, 6W Corrections, and CPHS. Commissioner Rudningen reported on Interview Committee and Orientation of Human Services. Commissioner Hendrickx reported on 6W Corrections, Woodland Centers, Interview Committee, and Round Table Leadership Meeting.

Administrator Pogge-Weaver updated the County Board on the Auditor position and the finalists. He also updated the Board on the long term and short term disability insurance and the fact that it would be going out on bids. He also noted that he had received a letter from FibroMinn stating where the ash product is going. He also reported that he had attended a School Bullying Meeting.

Regular Agenda:

Sheriff John Holtz met with the County Board.

03-19-13-05 Commissioner Hendrickx moved and Commissioner Rudningen seconded to accept the resignation of Kimberly Pierce effective March 25, 2013, and to thank her for her years of service. Motion carried.

03-19-13-06 Commissioner Peterson moved and Commissioner Klemm seconded to approve the hiring of Kristin Molden as a full time Communications and Corrections Officer effective April 1, 2013, and to approve the advertisement for a part time Communications and Corrections Officer. Motion carried.

Sheriff Holtz also reported that he had signed an agreement between Peart & Associates Inc and Swift County for security services at the Hospital and for prisoner transportation.

03-19-13-07 Commissioner Peterson moved and Commissioner Hendrickx seconded to increase the Restorative Justice Coordinator position to 32 hours per week and approve the increase of \$17,454.04 to come from the Reserve Fund. Motion carried.

03-19-13-08 Commissioner Hendrickx moved and Commissioner Rudningen seconded to pass the Resolution approving the Region 6W Family Homeless Prevention and Assistance Program. Motion carried.

03-19-13-09 Commissioner Peterson moved and Commissioner Rudningen seconded to approve increasing the bounty for gopher to \$5.00 subject to the majority of the Townships agreeing. This would be effective April 1, 2013. Motion carried.

03-19-13-10 Commissioner Hendrickx moved and Commissioner Klemm seconded to approve the Pomme de Terre River Association Joint Powers Agreement. Motion carried.

03-19-13-11 Commissioner Rudningen moved and Commissioner Peterson seconded to approve the goals for the County and the Administrator as presented. Motion carried.

03-19-13-12 Commissioner Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried.

WITNESSED:

Joe Fox, Chair

ATTEST:

Michel Pogge-Weaver, County Administrator



Request for Board Action

BOARD MEETING DATE:
April 2, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Youth Programs	REQUESTOR: Brenda Semler	REQUESTOR PHONE: 320-843-2440
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of an offer of employment for Tanna Rens in Youth Programs as a part-time Summer Assistant.	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The position assists with summer camps, mentoring program, other summer activities, and perform basic office skills.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: Funding for the position is part of the approved 2013 Youth Programs budget
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Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: n/a	RECOMMENDATIONS: Approval
COMMENTS: n/a	COMMENTS: None

Board Action

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

**Swift County
Youth Programs**



P.O. Box 15 - Courthouse
Benson, MN 56215

Director – Brenda Semler
brenda.semmler@co.swift.mn.us

Phone: (320) 843-2440
Fax: (320) 843-4850

March 11, 2013

Tanna Rens
123 South Miles St.
Appleton MN 56208

Dear Tanna,

Swift County Youth Programs is pleased to offer you the position of Part-time Summer Assistant. Your job requirements will be to direct One of a Kind Kid Camps, STAMP Mentoring Program, and assist in all other summer activities and perform some basic office skills.

You will be required to work 315 hours. Your hourly wage will be \$11.00. There will not be any other benefits included in this job offer. This job will begin May 28, 2013 and will end August 15, 2012.

This job offer is contingent upon the approval of the Swift County Board of Commissioners at their April 2, 2013 meeting.

Sincerely,

Brenda Semler
Swift County Youth Programs Director

I have read and accept this employment offer as Part-time Swift County Youth Programs Summer Assistant.

Signature Tanna Rens Date: 3-18-2013

Swift County Board of Commissioners Approval

Board Chairman Signature _____ Date: _____

“It takes a whole village to raise a child.”
-African Proverb-



Request for Board Action

BOARD MEETING DATE:
April 2, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Byron Giese	REQUESTOR PHONE: 320-843-6108
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of solid waste abatement request	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Property owners Roger D and Doris J Moen are requesting that the solid waste assessment be abated on property they own (parcel number 22-0849-000). This property only has a storage shed and no dwelling unit or business is located on it.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: If approved this would result in the loss of the income from the solid waste assessment on the subject property.

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: n/a	RECOMMENDATIONS: Approval
COMMENTS: n/a	COMMENTS: None

Board Action

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

SOLID WASTE ABATEMENT REQUEST

TO: Swift County Board of Commissioners

RE: Solid Waste Abatement

I, hereby, request that the Solid Waste Assesment on the following parcel
be abated for the following reason/s.

We have never had garbage pickup there.
~~27-0849-000~~ *27-0849-000*
Parcel Number

1. *It is only a Storage Shed*
2. *We only use it in the Summer*
3. _____

3-23-13
Date

Donis Moen
Signature

Approved

Denied

Swift County Board Chairman

Date



Request for Board Action

BOARD MEETING DATE:
April 2, 2013

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 change request for the Restorative Justice Department	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: At the board's last meeting they approved additional hours for the restorative justice coordinator increasing the position from a county funded 20 hours a week position to a 32 hours a week position. Attached is the official Budget Change Request form that needs formal board approval.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? n/a	

Budget Information

FUNDING: The total cost to increase the position by 12 hours is \$17,454.04 for the remainder of 2013.
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Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: n/a	RECOMMENDATIONS: Approval
COMMENTS: n/a	COMMENTS: None

Board Action

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

Budget Change Request Form

Requestor Information	
Department: <u>Restorative Justice</u>	Date: <u>3/28/13</u>
Dept. Head: <u>Jacquie Larson</u>	

Reallocation Request			
<u>Account Number</u>	<u>Account Name</u>	<u>Amount Added</u>	<u>Amount Deducted</u>
Reason for change request: _____			

Additional Appropriation Request		
<u>Account Number</u>	<u>Account Name</u>	<u>Amount Requested</u>
<u>261.000.6110</u>	<u>Salaries & wages</u>	<u>\$ 8,940.65</u>
<u>261.000.6151</u>	<u>Health Insurance</u>	<u>\$ 6,943.50</u>
<u>261.000.6152</u>	<u>Life Insurance</u>	<u>\$ 237.78</u>
<u>261.000.6161</u>	<u>PERA</u>	<u>\$ 648.13</u>
<u>261.000.6171</u>	<u>FICA</u>	<u>\$ 554.36</u>
<u>261.000.6172</u>	<u>MEDICARE</u>	<u>\$ 129.63</u>
<u>TOTAL</u>		<u>\$ 17,454.04</u>
Reason for additional appropriation: <u>Moving Restorative justice</u> <u>from 20 to 32 hours per week</u>		

Board Action Taken		
Approved	Denied	Date: _____

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



Request for Board Action

BOARD MEETING DATE:
April 2, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Sherriff	REQUESTOR: John Holtz	REQUESTOR PHONE: 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: 9:25 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: The Agreement is being revised to add the University of Minnesota Morris Police. Additionally, there are minor revisions based on comments from the U of M's Attorneys. At the last SWAT Board meeting the board reviewed and agreed to the changes.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	This is a revision to the current agreement that adds the University of Minnesota Morris Police. Current members of the agreement includes Cities of Appleton, Benson, Glenwood, Hancock, Morris, Starbuck, Wheaton; Counties of Big Stone, Lac Qui Parle, Pope, Stevens, Swift, Traverse; and University of Minnesota Morris Police

Budget Information

FUNDING:	The agreement calls for a basic \$770.00 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: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: Approved as to form	RECOMMENDATIONS: Approval
COMMENTS: None	COMMENTS: None

Board Action

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

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. 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 Morris

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

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 January 1, 2012, 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 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 unit of governments 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.
- 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 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: \$770.00 Dues annually.
- 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. **Agents.**

9.1 Each member shall assign licensed peace officers to serve on the Team as agents in accordance with article 6.1.

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

9.2 All agents 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 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.

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 the 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 The Member assigning the Officer shall furnish a vehicle. The Member shall pay any lease or rental payments, insurance, maintenance, and operating costs of the vehicle.

13.2 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.

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

COUNTY OF SWIFT

The Swift County Board of Commissioners duly approved this Agreement on the _____ day of _____, 200__.

County of Swift

Approved as to form
and legality:

Swift County Attorney

By: _____
Its Board Chairman

And: _____
Its

(signatures continued on the following page)



Request for Board Action

BOARD MEETING DATE:
April 2, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andy Sander	REQUESTOR PHONE: 320-314-8340
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving a resolution designating County and Township Bridge priorities	
AGENDA YOU ARE REQUESTING TIME ON: 9:33 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: As the County bridge infrastructure continues to deteriorate and age, it is good public policy to identify those bridges that are the highest priority to reconstruct or rehabilitate. Additionally, when grants and other non-county funding opportunities present themselves the County will be in a better position to tap these funds with an approved need/priority list.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: This list simply prioritizes which bridges need to be reconstructed or rehabilitated and does not commit County funds.

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: n/a	RECOMMENDATIONS: Approval
COMMENTS: n/a	COMMENTS: None

Board Action

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

RESOLUTION

COUNTY AND TOWNSHIP BRIDGE PRIORITY

WHEREAS, a limited amount of funds have been made available for the purpose of construction of deficient bridges, and

WHEREAS, the Swift County Board of Commissioners is desirous of establishing a program for the construction of said bridges, as funds become available.

NOW THEN BE IT RESOLVED, that the following bridge construction program be adopted effective this 2nd day of April 2013.

PRIORITY NO.	BRIDGE NO.	TOWN-SHIP	ROAD NO.	ESTIMATED CONSTRUCTION COST	YEAR OF CONSTRUCTION
1	89474	Torning	78	\$225,000	2013
2	L7167	Benson	46	\$245,000	2013
3	7141	West Bank	CR 17	\$1,700,000	2013
4	L7186	Kildare	171	\$250,000	2014
5	L9160	West Bank	115	\$250,000	2014
6	UNLISTED	Shible	CR 54	\$250,000	2015
7	L7188	Torning	179	\$320,000	2015
8	L9414	Benson	298	\$220,000	2016
9	89476	Kildare	CR 85	\$220,000	2016
10	UNLISTED	Edison	CR 61	\$165,000	2017
11	L9110	Pillsbury	134	\$165,000	2017
12	92675	Hegbert	CR 55	\$150,000	2018
13	L9113	Kildare	171	\$170,000	2018
14	L9111	Pillsbury	143	\$170,000	2019
15	4048	Pillsbury	312	\$250,000	2020
16	L7162	Fairfield	11	\$450,000	2021

SWIFT COUNTY BOARD OF COMMISSIONERS

Joe Fox, Chairman

ATTEST:

I, Michel Pogge-Weaver, Administrator in and for the County of Swift, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 2nd day of April 2013.

Michel Pogge-Weaver, Swift County Administrator



Request for Board Action

BOARD MEETING DATE:
April 2, 2013

Commissioner's Report

Department Information

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

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of a contract with Alternative Micrographic Imaging to scan historic land records from 1970 through Nov. 2012 in the amount of \$68,288.25.	
AGENDA YOU ARE REQUESTING TIME ON: 9:50 am	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: Scanning of real estate documents for images to match data in the new electronic recording system is required for placing the image and data online for customers to access. We did ask for RFPs and received two proposals. Both have been reviewed. One was from Alternative Micrographic Imaging for a total price of \$68,288.25. The other was from U.S. Imaging for a total price of \$93,696.50. We did contact other land records offices and Alternative Micrographic Imaging was recommended.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: This will be paid for with funds in the Recorder's Technology fund. As of March 19, 2013, balance remaining in Tech fund is \$130,210.42.
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Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: XXX	RECOMMENDATIONS: Approval
COMMENTS: XXX	COMMENTS: None

Board Action

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



Alternative Micrographics Imaging
#12011 Hwy 71 N.E.
Spicer, MN 56288
Phone: 320-796-2599

******* PLEASE NOTE: *******

For your peace of mind, your **source documents are stored and the conversion work is done at our secure facility. Your source documents are transferred to and from your location by SKR Group employees. A time estimate for completion of the project is given at the time of receipt of assets. SKR Group reserves the right to change these prices if the specifications of these jobs change.**

We bill weekly for work done. Payment for any balance still due is due upon receipt of the finished product. We do quality control as part of the project; your completed project is kept in our system for 90 days if corrections become necessary.

The final costs of this project - including, but not limited to prep, imaging and indexing - will be determined by actual document count at the completion of this project.

Please note we try our best to be accurate with our estimated costs and image counts. Errors in math or in estimated images cannot be guaranteed. Actual image counts and actual labors costs determine final prices. Our standard labor rate per hour is: \$23.99. This is the rate used to determine estimated costs per image.

PLEASE NOTE: THE COSTS ABOVE DO NOT INCLUDE THE FOLLOWING:

- 1. Inventory Control: Creating an inventory of all files picked up for conversion.**
- 2. Final disposition - our last visit from Veteran Shredding came in at \$.12 per pound.**
- 3. On Site work.**

+++++
******Agreement to Engage Services******

Swift County agrees to engage the services of SKR Group for the purposes of off-site document management under the above terms and conditions:

Agreed to this _____ day of _____, 2012

For Swift County:

Name and Title

Signature

For SKR Group:

Name and Title

Signature



Alternative Micrographics Imaging
#12011 Hwy 71 N.E.
Spicer, MN 56288
Phone: 320-796-2599

Conversion to Digital Expense Recap Sheet

Total project Costs

• Microfilm Costs:		
○ Qty 60 35mm rolls of film @ \$235.00 ea. =		\$14,100.00
○ Qty 25 – 16mm rolls of film @ \$654.00 ea. =		\$16,350.00
○ Misc. Expense, duplication, leads and cleaning - 5% =		\$1522.50
• Index Cards		
○ Total Cost for indexing = Qty 28,935 x \$0.7217 per card =		\$20,882.00
• Remaining Books		
○ Mortgage Books Qty 18 books @ 960 pages = 17,280 x \$0.1479 =		\$2,555.71
○ Deed Books Qty 8 books @ 928 pages = 7,424 x \$0.1479 =		\$1,098.01
○ Misc. books Qty 2 books @ 950 pages = 1900 x \$0.1479 =		\$281.01
• Other Costs:		
○ Projected Mobilization – Unknown until tail end of project.		\$5747.20
○ Database importation and coordination – Unknown at time of estimate.		
▪ Estimate		\$2,500.00
○ Misc. Project administration costs: 5% of total work completed =		\$3251.82
	Total Estimate	\$68,288.25

The proposed quantities above are estimated, invoiced quantities will be actual. Invoices will be issued when at Stage 1, Stage 2 and Stage 3. Stage 3 can be divided into multiple shipments & invoices if desired.

All hard drives, images and indexes are the exclusive property of the County. US Imaging will not reproduce or distribute Swift County images and/or indexes to any other entity except Swift County.

ACCEPTANCE AND AUTHORIZATION:

Swift County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Swift County agrees to pay US Imaging, Inc., the total amount due within 30 days from the date of invoice. Any amounts outstanding will be assessed a finance charge of 1.5% per month on the unpaid balance.

US Imaging also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

Accepted by:

Mary Amundson
 Land Records
 Swift County
 301 14th St N
 Benson, MN 56215

Accepted by:

Eric Nejedly
 National Account Manager
 US Imaging, Inc.
 400 S. Franklin Street
 Saginaw, MI 48607

Signature _____

Signature:  _____

Date _____

Date March 18, 2013

Place an "x" next to each approved phase:

	<u>Full Services</u>	<u>Legal Desc. Addition</u>
<input type="checkbox"/> Option 1: Scan 1970-2012 Books From 35mm Film =	\$ 73,042.00	\$ 20,654.50
<input type="checkbox"/> Option 2: Scan 1970-2012 Books =	\$ 82,772.00	\$ 20,654.50



Request for Board Action

BOARD MEETING DATE:
April 2, 2013

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 resolution indicating the Board's support for adequate funding of Minnesota's statewide transportation system.	
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: One of AMC's legislative priorities is to increase funding of Minnesota's statewide transportation system. Legislation is currently moving forward and AMC has requested that Counties consider approving resolutions supporting this effort. From staff's prospective, this legislation gives our county the flexibility and option to fund transportation improvements through wheelage fee and local option sales tax. While not required to implement these types of fees, our County Board should have the same rights as metro counties currently enjoy.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? n/a	

Budget Information

FUNDING: None

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: n/a	RECOMMENDATIONS: Approval
COMMENTS: n/a	COMMENTS: None

Board Action

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

**Swift County Board of Commissioner's support for adequate funding of Minnesota's
statewide transportation system**

Whereas, Minnesota Counties have had to rely increasingly on the property tax to maintain roads and bridges; and

Whereas, the annual funding gap for counties has resulted in deferring basic maintenance, delaying expansion projects with resulting safety concerns, mounting congestion, and missed economic growth for businesses and commuters; and

Whereas, the rural road networks in the state should be adequate to bring goods to market; and

Whereas, transportation-related jobs put over \$2.8 billion in the pockets of Minnesotans and generated almost \$195 million in income tax revenue in 2011; and

Whereas, according to the Federal Highway Administration, (FHWA) every \$1 billion invested in highway construction would support approximately 27,800 jobs; and

Whereas, the overall transportation and transit needs for Minnesota exceed \$2.5 billion dollars per year for the next twenty years; and

Whereas, transportation funding comes primarily from user fees and are constitutionally dedicated to transportation purposes; and

Whereas, the wheelage fee and local option sales tax for transportation should be options for all county boards to implement to meet their specific county needs; and

Whereas, a comprehensive transportation solution should include funding for roads, bridges and transit, and address the varying needs in different parts of the state;

Now therefore be it resolved, that the Swift County Board of Commissioners encourages the Minnesota Legislature to pass and the Governor to sign a bill that brings adequate funding to Minnesota's statewide transportation system.

Adopted by the County Board of Commissioners the 2nd day of April, 2013.

By: _____
Joe Fox, Chairperson

Attest: _____
Michel Pogge-Weaver, Swift County Administrator



Request for Board Action

BOARD MEETING DATE:
April 2, 2013

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Byron Giese	REQUESTOR PHONE: 320-843-6108
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: List of possible Tax Forfeited Properties for 2013 (Informational Only)	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes – MS 279	EXPLANATION OF MANDATE: The County Auditor is required to lead the process on the forfeiture of parcels of real property with delinquent property taxes.
BACKGROUND/JUSTIFICATION: Attached is the list of possible tax forfeited properties for 2013 for the Board's information. This list represents the properties that have outstanding delinquent taxes due and are now entering the final stages of the forfeiture process. No action is required by the board.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? None	

Budget Information

FUNDING: If the properties are forfeited and they are subsequently sold, then the County and other property taxing jurisdictions will recover part or all of the back taxes that are due on these properties.

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: n/a	RECOMMENDATIONS: n/a
COMMENTS: n/a	COMMENTS: n/a

Board Action

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

Possible Tax Forfeited Properties for 2013

03-0124-000	Louise Ferry Etal	NH	\$ 4,435.79
03-0128-000	Juwaine & Marcia Bergerson Jr	H	\$ 819.11
03-0139-000	Louise Ferry Etal	NH	\$ 2,560.15
03-0144-000	Duane John Baker Jr.	H	\$ 285.28
07-0106-000	Daniel J & Brenda O'Malley	NH	\$ 1,681.51
11-0027-000	Jennifer Gunewitz	NH	\$18,451.08
20-0271-000	Russell Woltjer	NH	\$ 697.75
21-0187-000	Kevin & Dawn Remund	H	\$ 1,196.84
22-0030-000	Larry W Johnson	NH	\$ 2,166.40
22-0102-000	Dion Harste	NH	\$ 2,399.88
22-0269-000	Robert M Johnson	NH	\$ 1,491.77
22-0288-000	Eide Motorcycle Sales	NH	\$ 615.67
22-0289-000	Eide Motorcycle Sales	NH	\$ 628.96
22-0293-000	Eide Motorcycle Sales	NH	\$ 111.57
22-0342-000	Krisann Halle	H	\$ 3,900.93
22-0400-000	David Edward Zahnow	H	\$ 2,482.08
22-0402-000	Tammy Berthiaume & Michael Johnston	NH	\$ 802.95
22-0876-000	Jason Sorenson	NH	\$ 2,018.27
23-0281-000	William Staton Etal	H	\$ 1,114.77
23-0295-000	Brian Flaten	H	\$ 2,099.67
23-0450-000	John P Larson & Stacy Grussing	NH	\$ 5,101.96
23-0636-000	Timothy J & Stacia Pillatzki	H	\$ 2,576.09
23-0886-000	Nancy Dresser	H	\$ 1,091.28
23-1447-075	Justin F & Katie J Campbell	NH	\$ 49.14
27-0042-000	Eduvilia Rodriguez	NH	\$ 1,673.18
28-0174-000	Sanjuana Dejesus Rodriguez & Juan David Rodriguez Guerrero	NH	\$ 1,568.51



Request for Board Action

BOARD MEETING DATE:
April 2, 2013

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 setting a special meeting for April 5, 2013 at 8:30 am for County Auditor interviews.	
AGENDA YOU ARE REQUESTING TIME ON: Consent	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: April 5, 2013 has been selected as a date to interview each of the County Auditor candidates. The board needs to officially designate it as a special meeting since all of the board members will be in attendance.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? n/a	

Budget Information

FUNDING: None

Review/Recommendation

COUNTY ATTORNEY: Robin Finke	COUNTY ADMINISTRATOR: Mike Pogge-Weaver
RECOMMENDATIONS: n/a	RECOMMENDATIONS: Approval
COMMENTS: n/a	COMMENTS: None

Board Action

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



UPPER MINNESOTA RIVER WATERSHED DISTRICT

www.umrwd.org

211 2nd Street SE
Ortonville, MN 56278

Phone: 320-839-3411
Fax: 320-839-3313

Notice of 60-Day Review Period Upper Minnesota River Watershed District Watershed Management Plan (2013-2023)

March 15, 2013

Swift County Board of Commissioners
301 14th St North
Benson, MN 56215

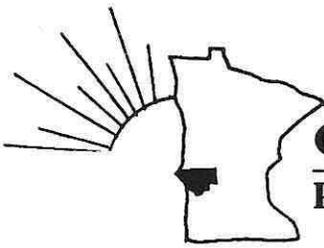
To Board of Commissioners:

The Upper Minnesota River Watershed District does hereby give notice of a 60-day review period for the District's Watershed Management Plan (2013-2023). This document is prepared and forwarded to you by the managers in accordance with Minnesota Statute, Section 103D.401, Subdivision 2. A copy of the draft plan is enclosed for your review. All comments concerning the plan are due to UMRWD by 5 p.m. on **May 14, 2013**.

Your thoughtful review and comments regarding the District's Watershed Management Plan are greatly appreciated. If you have questions, please contact Dianne Radermacher, Upper Minnesota River Watershed District Administrator, at 320-839-3411.

Sincerely,

Board of Managers
Upper Minnesota River Watershed District



COUNTRYSIDE

Public Health



Public Health
Prevent. Promote. Protect.

March 19, 2013

Administrator
Swift County Courthouse
PO Box 288
310 14th St. No.
Benson, MN 56215

Dear Board Members,

Attached is a summary of the Swift County Tobacco Ordinance/ Compliance checks for the year 2011:

- There were no sales in the 10 compliance checks that were completed. This compliance rate is 100%.
- Eleven retailers are licensed from the period of June 30, 2012 – June 30th 2013.
- The Swift County Tobacco Ordinance covers the following cities and townships: Kerkhoven, DeGraff, Sunberg, Swift Falls, Appleton, Clontarf, Holloway and the Six Mile Grove Township.

Enforcement of Swift County's Tobacco Ordinance is implemented by Countryside Public Health nurses and trained underage youth to complete the checks at all licensed retailers. If a retailer sells tobacco to an underage checker, the evidence is submitted to the Swift County Sheriff Department or Appleton Police who completes the enforcement process by issuing citations to the retailer and the seller. The fines are paid to Swift County.

In Swift County, Danvers, Murdock, and Benson have their own tobacco ordinances in place. The enforcement of these ordinances is carried as noted above. In 2012, Danvers and Murdock were 100% compliance and the city of Benson was 77.5% compliant.

There continues to be activity at the Minnesota Legislature in regards to tobacco. The two bills introduced include a) raising the price of a pack of cigarettes in MN by as much as \$1.60 and b) revise the state's definition of "cigarette" to include so-called "little cigars". Right now "little cigars" are a cheap price and sweet flavors make them attractive and accessible to kids. Increasing the price of tobacco is one of the best ways to help smokers quit and prevent youth from becoming addicted as adults. It will also help us reduce growing health care costs. As the state moves forward, now might be a good time for you to take a look at strengthening the Swift County Tobacco Ordinance. Two years ago it was brought to your attention that your tobacco ordinance was not compliant with state law.

The state tobacco ordinance changes included:

- New definitions of "tobacco products" to include products that are smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means
- Prohibits selling tobacco products, rolling papers and pipes – including hookah pipes – in open displays
- Tobacco products as they relate to cessation purposes
- Sales to minors of any product that contains or delivers nicotine or lobelia (a plant that has been used as alternative to nicotine)

Feel free to contact me if you have any questions. Thank you for your support as we continue to make this a healthier community for your youth.

Sincerely,

www.countrysidepublichealth.org

Wanda Ness, PhD
BIG STONE
310 14th St. NW
Benson, MN 56215
Countryside Public Health
(320) 839-6135 V/TTY
866-277-5587

CHIPPEWA
719 No. 7th St. • Suite 308
MONTEVIDEO, MN 56265
(320) 269-2174 V/TTY
800-894-0192

LAC QUI PARLE
422 5th Avenue • Suite 305
MADISON, MN 56256
(320) 598-7313 V/TTY
800-255-0736

SWIFT
201 13th St. S.
BENSON, MN 56215
(320) 843-4546 V/TTY
800-657-3291

YELLOW MEDICINE
415 9th Avenue, Suite 105
GRANITE FALLS, MN 56241
(320) 564-3010 V/TTY
800-407-3628

Swift County COMPLIANCE CHECK SUMMARY
January 1, 2012 – December 31, 2012

Number of Licensed Retailers – 11

Number of Compliance Checks Done – 10 (PB & J's not open x 2)
(Including yearly checks, rechecks, and random checks)

Number and Percent of successful compliance checks – 10 / 100%

Number and Percent of sales to minors – 0

Retail Education offered / completed – 0

2nd Sale within 24 month period – 0

3rd Sale within 24 month period – 0

Percent Compliance in past five years: (older data available upon request)

- 2011 – 86%
- 2010 – 76.5%
- 2009 – 100%
- 2008 – 73%
- 2007 – 85%

Comments:

Report Prepared by Cindy Skulstad RN