

11/25/2014

THE MINNEHAHA COUNTY COMMISSION CONVENEED AT 9:00 A.M. November 25, 2014 pursuant to adjournment on November 18, 2014. Commissioners present were: Barth, Heiberger, Kelly, and Pekas. Commissioner Beninga was absent. Also present were Cindy Jepsen, Commission Recorder, and Kersten Kappmeyer, Chief Civil Deputy State's Attorney.

Chairman Heiberger called the meeting to order.

MOTION by Pekas, seconded by Barth, to approve the agenda. 4 ayes.

MOTION by Pekas, seconded by Kelly, to approve the November 18, 2014, Commission Minutes. 4 ayes.

MOTION by Kelly, seconded by Pekas, to approve the following November 12, 2014 amended minutes for the acceptance of the U.S. Department of Transportation & National Highway Traffic Safety Administration Grant Funds: *Kersten Kappmeyer, Chief Civil Deputy State's Attorney, reported that the Minnehaha County State's Attorney's Office has been awarded a grant from the SD Department of Public Safety in the amount of \$181,059.61. The three year grant will fund two full-time DUI/vehicular crimes prosecutors and one legal office assistant to oversee and track all DUI cases in Minnehaha County. With the acceptance of the terms of this grant, Minnehaha County authorizes the recruitment and hiring of these three staff members for a limited three year term starting January 1, 2015. In response to a question from Commissioner Kelly, Kappmeyer noted that any employment of these grant-funded positions after the expiration of the authorized three year term is allowed only with further approval from the Commission. MOTION by Barth, seconded by Pekas to accept the U.S. Department of Transportation & National Highway Traffic Safety Administration Grant Funds for the Minnehaha County State's Attorney's Office in the amount of \$181,059.61. 4 ayes. VOTE on motion to amend, 4 ayes.*

MOTION by Barth, seconded by Pekas, to approve the following bills in the amount of \$4,174,050.47 and election expense in the amount of \$54,599.49. 4 ayes.

VOUCHERS TO BE PAID

A & B Business Equip	Lease-Rental	264.42	A To Z World Languag	Interpreters	792.00
A-1 Septic Tank & Ex	Water - Sewer	172.50	Action Electric Co.	Road Maint. &	112.22
Airway Service Inc	Automotive/Sm	754.25	Airway Service Inc	Gas,Oil,Diese	29.15
Aka Properties Llc	Welfare Rent	344.00	Alick Property	Motels	854.00
Alldata Llc	Small Tools,	1,500.00	Allied Oil & Tire Co	Automotive/Sm	1,265.44
Allied Oil & Tire Co	Truck Repair/	76.00	American Planning As	Memberships	98.00
Anderson Publication	Publishing El	953.56	Anderson Publication	Publishing Fe	1,607.24
Aramsco	Testing Suppl	104.20	Armor Correctional H	Contr Serv	333,792.34
Avera Health Informa	Clinics - Aux	81.00	Avera McKennan Campu	Pharmacies	554.07
Avera McKennan Hospi	Clinics - Aux	1,638.00	Avera McKennan Hospi	Hospitals	5,634.00
Avera McKennan Hospi	Other Profess	4,642.20	Avera McKennan Hospi	Welfare Rent	400.00
B&J Properties Llc	Welfare Rent	300.00	Babinski Properties	Welfare Rent	500.00
Beeners, Keith	Welfare Rent	1,200.00	Bentwood Manor Apts,	Welfare Rent	500.00
Billion's	Automotive/Sm	401.41	Billion's	Gas,Oil,Diese	43.85
Birmingham & Cwach L	Attorney Fees	188.54	Bob Barker Company,	Inmate Suppli	1,109.40
Bosch, Curt	Welfare Rent	300.00	Boulevard Investment	Welfare Rent	675.00
Boyce, Greenfield,Pa	Other Profess	2,386.00	Boyer Trucks Sioux F	Truck Repair/	100.29
Brooks Townhomes Lp	Welfare Rent	686.00	Brown & Saenger	Office Suppli	349.96
Brownells Inc.	Ammunition	62.59	Butler Law Office Pc	Attorney Fees	774.30
Butler Machinery Com	Parts Invento	884.32	C & R Supply Inc	Automotive/Sm	20.40
C & R Supply Inc	Truck Repair/	389.28	Campbell Supply Co I	Automotive/Sm	54.98
Campbell Supply Co I	Bridge Repair	44.16	Campbell Supply Co I	Sign Supply/I	22.08
Carlson, Lisa	Court Reporte	179.20	Carper, Nichole A	Child Defense	544.50
CBM Managed Services	Inmate Suppli	625.06	Century Business Lea	Lease-Rental	1,121.72
Century Business Pro	Lease-Rental	265.76	Century Business Pro	Maintenance C	783.09
Certified Languages	Interpreters	61.05	Cheney Lake, Llc Db	Welfare Rent	500.00
Christopherson, Ande	Attorney Fees	626.40	Clinical Labs Of The	Other Profess	200.00
Cody, Denise	Bd Exp. Fees	118.50	Concrete Materials	Road Maint. &	173.45
Constellation New En	Natural Gas	2,988.23	Construction Product	Road Maint. &	270.00

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Cook Huber, Kerri	Attorney Fees	135.95	Country View MHC	Welfare Rent	656.00
CRC Prop /Syc Oak/Ba	Welfare Rent	400.00	Crescent Electric Su	Electrical Re	6.25
Crew & Crew	Attorney Fees	87.00	Culligan Water Condi	Other Miscell	37.50
Dakota Data Shred	Lease-Rental	67.52	Dakota Data Shred	Other Profess	45.66
Decastro Law Office,	Attorney Fees	2,827.00	Dematteo, Lyndsey	Business Trav	478.77
Denherder Law Office	Attorney Fees	453.24	Deutz, Brian	Welfare Rent	950.00
Diamond Mowers Inc	Automotive/Sm	102.87	Donovan's Hobby & Sc	Volunteer Per	470.77
Doop, Michael	Welfare Rent	475.00	Eastgate Towing	Investigators	111.00
Ebert's Properties,	Motels	650.00	Eh Hospitality Llc	Motels	2,975.00
Eh Hospitality Llc	Welfare Rent	650.00	EJW Llc	Welfare Rent	614.69
Emdeon Business Serv	Other Medical	49.00	Erpenbach, John E	Bd Evaluation	810.00
Fastenal Company	Sign Supply/I	186.38	Fastsigns	Program Activ	500.00
First Premier Bank	Investigators	68.90	Fitts, Rod Db	Welfare Rent	400.00
Fonder, Roger M Db	Automotive/Sm	149.00	Fox, Youngberg & Lew	Attorney Fees	909.98
Frieberg, Nelson & A	Attorney Fees	27.00	Global Connect	Other Medical	2.27
Global Connect	Telephone	39.80	Goebel Printing, Inc	Printing/Form	44.64
Grainger, Inc.	Heat,Vent & A	12.14	Great Plains Psychol	Psych Evals	5,368.75
Guzman, Sandra V.	Interpreters	125.00	Hall, Vien V	Interpreters	60.00
Harms Oil Company	Gas,Oil,Diese	23,921.57	Harold's Photo Cente	Program Activ	3.99
Heartland Paper Comp	Inmate Suppli	593.40	Heartland Paper Comp	Kitchen/Clean	4,307.55
Heartland Paper Comp	Program Suppl	123.50	Heritage Investments	Welfare Rent	700.00
Himler, Thomas C Phd	Attorney Fees	740.00	Hoekman, James	Uniform Allow	178.30
Holmoe, Dave	Welfare Rent	400.00	Horn, Garrett	Attorney Fees	412.20
Hunter Automotive, I	Automotive/Sm	1,822.16	Hy-Vee Accounts Rece	Program Activ	5.78
Hybertson, Greg	Welfare Rent	500.00	Interstate All Batte	Automotive/Sm	235.90
Interstate Office Pr	Office Suppli	112.32	Intoximeters, Inc.	Testing Suppl	4,000.00
Iosty, James	Bd Exp. Fees	5,742.00	Iosty, James	Crisis Interv	243.00
Iosty, James	Dev Disabili	162.00	ISS Facility Svcs-Mi	Contract Serv	11,058.00
Jarmans Midwest Clea	Small Tools,	884.40	JCL Solutions-Janito	Kitchen/Clean	3,221.69
Jefferson Partners L	Transportatio	221.50	Johnson, Clara	Bd Exp. Fees	208.00
Johnson, Donald E	HIDTA Grant	258.00	Khoroosi, Sam	Attorney Fees	530.70
Kmart Pharmacy	Pharmacies	50.68	Koletzky, Sherlyn	Attorney Fees	256.00
Konechne, Francis	Uniform Allow	101.54	Lacey Rentals Inc	Lease-Rental	100.00
Language Line Servic	Interpreters	202.18	Language Line Servic	Telephone	471.60
Larson, Jeff	Attorney Fees	3,062.40	Laughlin, Nicole	Attorney Fees	2,406.60
Leaf Inc.	Office Suppli	129.80	Lewno, Lucy	Bd Exp. Fees	2,694.30
Lietz, Rich	Work Mileage	32.01	Loving, Philip	Bd Evaluation	2,126.68
Lutheran Social Svcs	Interpreters	200.00	Mason, Marla	Welfare Rent	500.00
Med-Star Paramedic I	Transportatio	300.00	Medical Legal Analys	Other Profess	1,000.00
Meek, David	Welfare Rent	350.00	Microfilm Imaging Sy	Contract Serv	162.01
Microfilm Imaging Sy	Microfilming	334.45	MidAmerican Energy C	Natural Gas	147.54
MidAmerican Energy C	Welfare Utili	400.00	Mikelson, Gary E	Attorney Fees	697.51
Minn Cnty Liquor Sti	Investigators	306.56	Minn Cnty Museum Pet	Store Invento	4.64
Narveson, Mark	Uniform Allow	184.99	ND State Hospital	Attorney Fees	27.25
Neuropsychology Asso	Other Profess	4,074.14	Niedringhaus, Paul	Uniform Allow	129.99
North American Truck	Truck Repair/	802.84	North American Truck	Trucks/Tracto	48,866.00
Northern Heights Dev	Welfare Rent	700.00	Nyberg's Ace Hardwar	Other Supplie	37.96
Oehlke, Karl	Bd Evaluation	1,260.00	Ohnstad, Gary A	Welfare Rent	600.00
Old-House Journal	Subscriptions	20.00	Oscar's Mini-Storage	Lease-Rental	188.00
Palmer, Barbara	Bd Evaluation	7,087.50	Pechous, Corey	Uniform Allow	199.99
Peters Distributing	Repair/Renova	1,121.94	Peters, Scott N Pc	Bd Exp. Fees	333.00
Peters, Scott N Pc	Crisis Interv	144.00	Peters, Scott N Pc	Crisis Interv	90.00
Pharmchem Inc	Testing Suppl	650.00	Pheasantland Industr	Other Supplie	15.80
Pheasantland Industr	Printing/Form	51.00	Phoenix Supply Llc	Inmate Suppli	1,112.00
Platinum Properties	Welfare Rent	570.00	Pollard & Larson Llp	Attorney Fees	403.50
Prahm Construction I	Contr. Co	173,374.12	Qualified Presort Se	Museum Report	542.57
Qualified Presort Se	Postage	142.35	Quality Efficiencies	Motels	90.00
Rac Rentals Llc	Welfare Rent	600.00	Record Keepers, Inc.	Other Profess	265.24
Redwood Toxicology L	Testing Suppl	1,080.00	Rehntals Llc	Welfare Rent	525.00
Reliance Telephone I	Telephone	3.67	Richard-Ewing Equipm	Bldg. & Outsi	753.00
Salberg, Aaron	Attorney Fees	2,353.35	Sanford Hospital	Blood Withdra	100.00
Sanford Hospital	Clinics - Aux	859.00	Sanford Hospital Med	Medical Recor	44.00
Schaefer, Dean	Court Reporte	636.00	Schetnan, Kim Db	Welfare Rent	450.00
Schmuck, Jan	Bd Exp. Fees	128.00	Schuneman Equip Co	Grounds & Par	3,850.00
SD Assn Of County Of	Amounts Held	10,272.00	SD Attorney General	Amts Held-Dai	7,348.00

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SD Dept Of Public Sa	Other Miscell	135.00	SD Dept Of Revenue	Blood/Chemica	911.00
SD Dept Of Revenue	Other Misc. R	34.31	SD Dept Of Revenue	Store Sales	167.17
SD Human Services Ce	Clinics - Aux	100.20	SD Human Services Ce	Other Profess	600.00
SD One Call	Building Repa	7.35	SD Secretary Of Stat	Notary Exp	30.00
SDN Communications	Data Communic	331.50	SDN Communications	Telephone	688.50
SDSU Extension	Education & T	50.00	Semmler, Justine	Other Misc. R	300.00
Servall Towel & Line	Janitorial/Ch	13.00	Servall Towel & Line	Program Activ	94.10
Shipley's Laundry &	Program Activ	41.20	Shreves, Brian	Attorney Fees	219.30
Sioux Falls City Fin	Contr Serv	248,000.00	Sioux Falls City Fin	Education & T	187.20
Sioux Falls City Fin	Gas,Oil,Diese	1,281.78	Sioux Falls Ford, In	Gas,Oil,Diese	37.60
Sioux Falls Utilitie	Water - Sewer	598.77	Sodaktac.Com	Uniform Allow	149.40
Solomon, Ghirmay	Interpreters	25.00	South Holly Prop Llc	Welfare Rent	510.00
Southeastern Behavio	Crisis Interv	8,241.73	Stan Houston Equipme	Bridge Repair	148.05
Starlite Estates Mob	Welfare Rent	680.00	Sumption & Wyland	Other Profess	2,300.00
Swanda, Karen	Bd Exp. Fees	118.50	Test Point Paramedic	Blood Withdra	2,550.00
Thesenvitz & Mickels	Attorney Fees	5,933.40	Thomson Reuters - We	Legal Researc	4,071.54
Thorin, Deyanira T	Interpreters	600.00	Thornton Carpets/Flo	Building Repa	1,550.72
Thurman, Creighton A	Attorney Fees	190.40	Tires,Tires,Tires In	Automotive/Sm	3,821.72
Tires,Tires,Tires In	Gas,Oil,Diese	189.80	Titan Machinery	Automotive/Sm	86.17
Tri-State Garage Doo	Building Repa	238.00	V & S Inc	Uniform Allow	100.21
Variety Foods Llc	Other Profess	251.02	Verizon Wireless	Data Processi	992.84
Verizon Wireless	HIDTA Grant	-6.48	Verizon Wireless	Safety & Resc	123.38
Verizon Wireless	Telephone	7,349.94	Vogel Motors Llc	Gas,Oil,Diese	26.50
Volunteers Of Americ	DMC-JJDPA Gra	3,899.28	Waltner, Kolbeck, Sc	Attorney Fees	1,437.00
Waste Management Of	Trash Removal	367.31	Wheelco Brake & Supp	Truck Repair/	1,738.73
Winter Inc	Road Maint. &	350.00	Wolf, Ione	Court Reporte	58.00
Xcel Energy, Inc.	Electricity	4,109.18	Xcel Energy, Inc.	Road Maint. &	25.96
Xcel Energy, Inc.	Welfare Utili	563.56	Yankton County Sheri	Return Of Ser	700.00
Yankton County Treas	Attorney Fees	2,815.25	Yellow Cab Inc	Transportatio	65.63
Zandt, James R	Welfare Rent	355.00	Zee Medical Service	Office Suppli	40.90

PERSONNEL

MOTION by Barth, seconded by Pekas, to approve the following personnel changes. 4 ayes.

1. To hire Angie Sewell as temporary, part-time Museum Aide for the Museum at \$10.00/hour effective 11/26/14.
2. To accept the retirement of Mark Hansen as Juvenile Correctional Officer I for the Juvenile Detention Center effective 11/28/14.
3. To accept the resignation of Kayla Oelkers as Community Supervision Monitor for the Juvenile Detention Center effective 11/23/14.
4. To promote Tyler Mowery from Correctional Officer in Training to Correctional Officer (13/1) for the Jail at \$17.03/hour effective 9/14/14.
5. To discharge Jeremy Schave as Deputy Sheriff Sergeant for the Jail effective 11/10/14.
6. To accept the resignation of Jared Dahlen as Air Guard Security Officer II for the Air Guard effective 10/24/14.
7. To end the temporary, part-time employment of John Mork as Park Supervisor for Parks effective 11/20/14.

Step Increases Due

1. Molly Engquist – Curator of Exhibits – Museum – 19/4 to 19/5 – 11/29/14 – \$2,023.20/bi-weekly

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2. Kari Kohlhoff – Curator of Collections – Museum – 19/1 to 19/2 – 12/2/14 – \$1,878.40/bi-weekly
3. Grant Edgecomb – Custodian – Museum – 6/5 to 6/6 – 11/30/14 – \$13.64/hour
4. Michael Markstrom – Corrections System Operator – Jail – 9/5 to 9/6 – 10/10/14 – \$15.82/hour
5. Rebecca Martell – Correctional Officer – Jail – 13/13 to 13/14 – 12/1/14 – \$23.48/hour
6. Jeff Thoreson – Deputy Sheriff – Sheriff’s Office – 16/9 to 16/10 – 10/21/14 – \$24.67/hour

7. Michael Gade – Juvenile Correctional Officer II – Juvenile Detention Center – 14/11 to 14/12 – 10/31/14 – \$23.48/hour
8. Edward Angel – Senior Deputy State’s Attorney – State’s Attorney’s Office – 22/2 to 22/3 – 11/10/14 – \$2,345.60/bi-weekly
9. Jennifer Hynek – Senior Deputy State’s Attorney – State’s Attorney’s Office – 22/3 to 22/4 – 11/16/14 – \$2,404.80/bi-weekly

Special Personnel Action Requests

MOTION by Kelly, seconded by Pekas, to promote Vince Fluckey, Information Technology Department, from a Programmer Analyst I to a Programmer Analyst II, \$27.91 hrly Grade 21, Step 5. 4 ayes.

MOTION by Pekas, seconded by Barth, to reclassify the vacant Administrative Assistant Position in the Juvenile Detention Center to an Administrative Secretary Position, Grade 10. 4 ayes.

NOTICES

A notice was received from the SD Department of Environment and Natural Resources of a Proposed Issuance of General Surface Water Discharge Permit for Non-Discharging Interstate Rest Areas. Permit #SDG027359.

A notice was received from the U.S. Department of Interior, Fish & Wildlife Service, of an extended comment period for Proposal FWS-R5-ES-2011-0024, to list the northern long-eared bat as endangered under the Endangered Species Act.

MOTION by Pekas, seconded by Kelly, to authorize the Auditor to publish a notice to bidders for Highway Department Project MC 126BR-14 to replace structures 50-143-120, located on Highway 126 approximately 1 mile north and 1 ½ miles west of Crooks. 4 ayes

RESOLUTION

Tom Meyer, Vice President for Finance & Administration for Augustana College, was present to answer questions regarding the approval of a resolution giving final approval to a project with Augustana College Association and the Issuance of Economic Development Revenue Bonds. Minnehaha County will issue conduit tax-exempt revenue bonds of up to \$18,000,000 under SDCL Chapter 9-54, for Augustana College in connection with the construction of the Froiland Science Complex. Minnehaha County will not be obligated for repayment of the bonds. MOTION by Pekas, seconded by Kelly to approve Resolution MC14-72. 4 ayes.

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RESOLUTION MC14-72

RESOLUTION OF THE COUNTY OF MINNEHAHA, SOUTH DAKOTA GIVING APPROVAL TO A PROJECT ON BEHALF OF THE AUGUSTANA COLLEGE ASSOCIATION AND ITS FINANCING UNDER SOUTH DAKOTA CODIFIED LAWS, CHAPTER 9-54; AND AUTHORIZING THE ISSUANCE OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2014A (THE AUGUSTANA COLLEGE ASSOCIATION PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$13,000,000 AND ITS ECONOMIC DEVELOPMENT REVENUE BOND, SERIES 2014B (THE AUGUSTANA COLLEGE ASSOCIATION PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,000,000; PRESCRIBING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INDENTURE OF TRUST, A LOAN AGREEMENT AND CERTAIN RELATED DOCUMENTS; AUTHORIZING THE EXECUTION AND SALE OF THE BONDS AND DIRECTING DELIVERY THEREOF; AND PROVIDING FOR THE SECURITY, RIGHTS, AND REMEDIES OF THE OWNERS OF SAID REVENUE BONDS.

WHEREAS, the County of Minnehaha, South Dakota (the "County") is a political subdivision and corporate body politic duly organized and existing under the Constitution and laws of the State of South Dakota; and

WHEREAS, pursuant to the Constitution and laws of the State of South Dakota, particularly, South Dakota Codified Laws, Chapter 9-54 (the "Act"), the County is authorized to carry out the public purposes described therein and contemplated thereby; and

WHEREAS, the County is authorized by the Act to issue its economic development revenue bonds to finance a project, as defined in the Act, and loan the proceeds thereof to The Augustana College Association (the "College") pursuant to a promissory note (the "Note") and a Loan Agreement (as hereinafter defined); and

WHEREAS, such economic development revenue bonds shall be payable solely from the revenues of the College or other security pledged therefor; and

WHEREAS, the County and Wells Fargo Bank, National Association, as Trustee (hereinafter, together with any successor trustee under the below mentioned Indenture, referred to as the "Trustee"), have agreed to execute and deliver an Indenture of Trust (as hereinafter defined, the "Indenture") pursuant to which the County will issue its Economic Development Revenue Bond, Series 2014A (The Augustana College Association Project) in the principal amount of \$13,000,000 (the "Series 2014A Bond") and its Economic Development Revenue Bond, Series 2014B (The Augustana College Association Project) in the principal amount of \$5,000,000 (the "Series 2014B Bond" and, together with the Series 2014A Bond, the "Bonds"); and

WHEREAS, the Bonds are being issued to raise funds to pay a portion of the costs of acquisition, construction and equipping of the Froiland Science Center and related facilities all located or to be constructed on the Land (as hereinafter defined) (the "Project"); and

WHEREAS, the proceeds of the Bonds are to be loaned to the College pursuant to a Loan Agreement between the County and the College (the "Loan Agreement") and the Note; and

WHEREAS, to secure its obligations under the Loan Agreement, the College has agreed to (1) mortgage the real property where the Project is located in Minnehaha County, South Dakota (the "Land") and any improvements now or hereafter installed or located thereon to the Trustee and (2) a pledge of the pledges and receipts have been solicited and received from various donors with respect to the Project; and

WHEREAS, the Bonds are to be sold to one or more financial institutions (the "Original Purchasers"); and

WHEREAS, neither the County nor the State of South Dakota nor any political subdivision thereof (other than the County and then only to the extent of the trust estate pledged in the Indenture, which consists of the payments to be made by the College in accordance with the Loan Agreement) shall be liable on the Bonds or any additional bonds (if and when issued) or other obligations, and the Bonds shall not be a debt of the County or the State of South Dakota or any political subdivision thereof (other than the County and then only to the extent of the

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trust estate pledged in the Indenture, which consists of the payments to be made by the College in accordance with the Loan Agreement) and in any event shall not give rise to a charge against the credit or taxing power of the County, the State of South Dakota, or any political subdivision thereof,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MINNEHAHA, SOUTH DAKOTA AS FOLLOWS:

Section 1. Issuance of Bonds. On the basis of the information provided to the County to date, it appears that it is desirable for the County to issue its Bonds under the provisions of the Act and pursuant to the Indenture for such purpose. The Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the County, except the revenues specifically pledged to the payment thereof, and each Bond, when, as and if issued, shall recite in substance that such Bond, including interest thereon, is payable solely from the revenues and property specifically pledged to the payment thereof, and shall not constitute a debt of the County within the meaning of any constitutional or statutory limitation.

Section 2. Loan Agreement. The County will enter into the Loan Agreement with the College satisfying the requirements of the Act. The loan payments or other amounts payable by the College to the County under the Loan Agreement, together with amounts pledged thereunder and the mortgage on the Land, shall be sufficient to pay the principal of, and interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

Section 3. Purpose. The County finds, determines, and declares that the purpose of the Bonds is to provide low cost financing of the Project and economic development for the County. The proceeds of the Bonds will be loaned to the College for such purpose, which meet the general purposes contemplated and described in the Act.

Section 4. Security. The County further finds that the Bonds are and shall be payable solely from the trust estate pledged under the Indenture, including the County's interest in the Loan Agreement and Note, and shall be further secured by a Mortgage One Hundred Eighty Day Redemption, Security Agreement and Financing Statement (the "Mortgage").

Section 5. Public Purpose. The County further finds, determines, and declares that it is a public purpose and is in the best interests of the County to provide for the issuance of the Bonds.

Section 6. No Conflict. The County further finds, determines and declares that to the best of its knowledge, no member of the governing body or other officer of the County is directly or indirectly interested in the Loan Agreement, the issuance and sale of the Bonds, the Project, or any contract, agreement or job contemplated to be undertaken thereunder.

Section 7. Terms of Bonds. The issuance of the Bonds for the purpose described herein is hereby authorized. The Bonds shall bear interest initially at the rate of interest to be established pursuant to the Indenture, shall be in such denomination and form, be numbered and dated, shall mature and be subject to redemption prior to maturity, and shall have such other details and provisions as are prescribed by the Indenture.

Section 8. Limited Obligations; Execution. All Bonds shall be special limited obligations of the County payable solely from and secured by a pledge of the trust estate under the Indenture, including the County's interest in the Loan Agreement and Mortgage, in the manner provided in the Indenture. The Bonds do not and shall not constitute an indebtedness, liability, general or moral obligation (except to the extent of the trust estate pledged under the Indenture) or a pledge of the faith and credit or any taxing power of the County, the State of South Dakota, or any political subdivision thereof.

The County hereby authorizes and directs the Chair of the Board of County Commissioners and the County Auditor to execute the Indenture, and to deliver to said Trustee the Indenture, and hereby authorizes and directs the execution and delivery of the Bonds in accordance with the Indenture, and hereby provides that the

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Indenture shall provide the terms and conditions, covenants, rights, obligations, duties, and agreements of the bondholders, the County and the Trustee as set forth therein.

All of the provisions of the Indenture, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Indenture shall be substantially in the form on file with the County on the date hereof, and is hereby approved with such necessary and appropriate variations, omissions, and insertions as are not materially inconsistent with such form and as the Chair of the Board of County Commissioners, in the discretion of the Chair of the Board of County Commissioners with advice of the State's attorney, shall determine; provided that the execution thereof by the Chair of the Board of County Commissioners shall be conclusive evidence of such determination.

Section 9. Designated Representatives. The Chair of the Board of County Commissioners and the County Auditor are hereby designated as the representatives of the County with respect to the issuance of the Bonds and the transactions related thereto.

Section 10. Execution of Loan Agreement. The Chair of the Board of County Commissioners and the County Auditor are hereby authorized and directed to execute and deliver the Loan Agreement with the College, and when executed and delivered as authorized herein, the Loan Agreement shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Loan Agreement shall be substantially in the form on file with the County on the date hereof, which is hereby approved, with such necessary variations, omissions, and insertions as are not materially inconsistent with such form and as the Chair of the Board of County Commissioners, in the discretion of the Chair of the Board of County Commissioners with advice of the State's attorney, shall determine; provided that the execution thereof by the Chair of the Board of County Commissioners shall be conclusive evidence of such determination.

Section 11. County Covenants; Not a General Obligation. All covenants, stipulations, obligations, representations, and agreements of the County contained in this resolution or contained in the Indenture or other documents referred to above shall be deemed to be the covenants, stipulations, obligations, representations, and agreements of the County to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations, representations, and agreements shall be binding upon the County. Except as otherwise provided in this resolution, all rights, powers, and privileges conferred, and duties and liabilities imposed, upon the County by the provisions of this resolution or of the Indenture or other documents referred to above shall be exercised or performed by the County, or by such officers, board, body, or agency as may be required or authorized by law to exercise such powers and to perform such duties. No covenant, stipulation, obligation, representation, or agreement herein contained or contained in the Indenture or other documents referred to above shall be deemed to be a covenant, stipulation, obligation, representation, or agreement of any officer, agent, or employee of the County in that person's individual capacity, and neither the members of the Board of County Commissioners of the County nor any officer or employee executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

No provision, covenant or agreement contained in the Indenture, the Loan Agreement, the Bonds or in any other document relating to Bonds, and no obligation therein or herein imposed upon the County or the breach thereof, shall constitute or give rise to a general obligation of the County or any charge upon its general credit or taxing powers. In making the agreements, provisions, covenants and representations set forth in the Indenture, the Loan Agreement, the Bonds or in any other document relating to the Bonds, the County has not obligated itself to pay or remit any funds or revenues other than the trust estate described in the Indenture.

Section 12. No Third Party Beneficiaries. Except as herein otherwise expressly provided, nothing in this resolution or in the Indenture, expressed or implied, is intended or shall be construed to confer upon any person, other than the County, the owners of the Bonds, and the Trustee, as fiduciary for owners of the Bonds, to the extent expressly provided in the Indenture, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any provision hereof or of the Indenture or any provision thereof, this resolution, the Indenture and all of their provisions being intended to be and being for the sole and exclusive benefit of the

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County, the owners of the Bonds, and the Trustee as fiduciary for owners of the Bonds issued under the provisions of this resolution and the Indenture, and the College to the extent expressly provided in the Indenture.

Section 13. Severability. In case any one or more of the provisions of this resolution or of the Indenture or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution or of the Indenture or of the Bonds, but this resolution, the Indenture and the Bonds shall be construed as if such illegal or invalid provision had not been contained therein. The terms and conditions set forth in the Indenture, the pledge of revenues derived from the Loan Agreement and the Mortgage, the creation of the funds provided for in the Indenture, the provisions relating to the application of the proceeds derived from the sale of the Bonds pursuant to and under the Indenture, and the application of said revenues, collateral, and other moneys are all commitments, obligations, and agreements on the part of the County contained in the Indenture, and the invalidity of the Indenture shall not affect the commitments, obligations, and agreements on the part of the County to create such funds and to apply said revenues, other moneys, and proceeds of the Bonds for the purposes, in the manner, and according to the terms and conditions fixed in the Indenture, it being the intention hereof that such commitments on the part of the County are as binding as if contained in this resolution separate and apart from the Indenture.

Section 14. Satisfaction of Conditions Precedent. All acts, conditions, and things required by the laws of the State of South Dakota, relating to the adoption of this resolution, to the issuance of the Bonds, and to the execution of the Indenture and the other documents referred to above to happen, exist, and be performed precedent to and in the enactment of this resolution, and precedent to the issuance of the Bonds, and precedent to the execution of the Indenture and the other documents referred to above have happened, exist, and have been performed as so required by law. The members of the Board of County Commissioners of the County, officers of the County, and attorneys and other agents or employees of the County are hereby authorized to do all acts and things required by them by or in connection with this resolution and the Indenture and the other documents referred to above for the full, punctual, and complete performance of all the terms, covenants, and agreements contained in the Bonds, the Indenture and the other documents referred to above, and this resolution.

Section 15. Further Authorization To Execute And Deliver Documents. The Chair of the Board of County Commissioners and the County Auditor are authorized and directed to execute and deliver any and all certificates, agreements or other documents which are required by the Indenture, the Loan Agreement, or any other certificates or documents which are deemed necessary by bond counsel to evidence the validity or enforceability of the Bonds, the Indenture or the other documents referred to in this resolution, or to evidence compliance with Section 148 of the Internal Revenue Code of 1986, as amended; and to take such other administrative action as is permitted or required by the Indenture, the Loan Agreement and the Bond Purchase Agreement. All such agreements or representations when made shall be deemed to be agreements or representations, as the case may be, of the County. If for any reason the Chair of the Board of County Commissioners is unable to execute and deliver those documents referred to in this resolution, any other member of the Board of County Commissioners of the County may execute and deliver such documents with the same force and effect as if such documents were executed by the Chair of the Board of County Commissioners. If for any reason the County Auditor is unable to execute and deliver the documents referred to in this resolution, such documents may be executed and delivered by the Deputy County Auditor with the same force and effect as if such documents were executed and delivered by the County Auditor.

Section 16. Reimbursement of Expenses. The College shall reimburse the County for its costs incurred with the issuance of the Bonds, including the costs of publication, cost of any attorneys' fees incurred by the County and an administrative fee for the time incurred by the County with the review of the documents and ongoing monitoring and reporting requirements in such amount as determined by the County Auditor is reasonable and in the best interests of the County for the transaction of this nature and complexity.

ADOPTED AND APPROVED THIS 25th DAY OF NOVEMBER, 2014

11/25/2014

THE COUNTY OF MINNEHAHA,
SOUTH DAKOTA
Cindy Heiberger
Commission Chair

Attest:
Robert Litz
County Auditor

TAX DEED SALE

Robert Litz, Auditor, reported on the November 15, 2014 Tax Deed Auction. Seven properties were offered for sale at the auction. Tax Deed 2574, RDID #11897 had an opening bid amount of \$10,000. The opening bid was lowered to \$8,000 and there were no bid offers. Tax Deed 2575, RDID #24029 had an opening bid amount of \$5,000. The opening bid was lowered to \$2,000 and there were no bid offers. Both properties will be held by Minnehaha County for sale at a future Tax Deed Auction. MOTION by Pekas, seconded by Barth, to approve the following resolutions for the sale of Tax Deed #'s 2576, 2577, 2479, 2482, and 2585. 4 ayes.

RESOLUTION OF SALE
MC14-73

WHEREAS, The County Auditor offered for sale on November 15, 2014, at public auction, the following described Tax Deed Property pursuant to SDCL 6-13:

Tax Deed #2576, RDID #82442, Lot 4 in Block 3 of Rusmill Addition to the Town of Humboldt, Minnehaha County, South Dakota, according to the recorded plat thereof. Sold to Nolan Ryan Fischer and Heather Lyn Fischer, 307 E. 5th Ave., Humboldt, SD 57035 for \$1,200.

NOW, THEREFORE, BE IT RESOLVED by the Minnehaha County Commission that this sale be approved as set forth above and that the Minnehaha County Treasurer is hereby authorized to issue Quit Claim Deeds thereto and the Minnehaha County Auditor is authorized to abate all outstanding taxes, interest, penalties, and municipal nuisance special assessments levied against this property.

Dated at Sioux Falls, South Dakota, this 25th day of November, 2014.

APPROVED BY THE COMMISSION:	ATTEST:
Cindy Heiberger	Cynthia Jepsen
Chairman	Deputy Auditor

RESOLUTION OF SALE
MC14-74

WHEREAS, The County Auditor offered for sale on November 15, 2014, at public auction, the following described Tax Deed Property pursuant to SDCL 6-13:

Tax Deed #2577, RDID #29650, Lot 5 in Block 3 of Dakota Improvement Company's First Addition to Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof. Sold to John or Nancy Stratman, 325 W. LaQuinta Circle, Sioux Falls, SD 57108 for \$11,000.

NOW, THEREFORE, BE IT RESOLVED by the Minnehaha County Commission that this sale be approved as set forth above and that the Minnehaha County Treasurer is hereby authorized to issue Quit Claim Deeds thereto

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and the Minnehaha County Auditor is authorized to abate all outstanding taxes, interest, penalties, and municipal nuisance special assessments levied against this property.

Dated at Sioux Falls, South Dakota, this 25th day of November, 2014.

APPROVED BY THE COMMISSION:
Cindy Heiberger
Chairman

ATTEST:
Cynthia Jepsen
Deputy Auditor

RESOLUTION OF SALE
MC14-75

WHEREAS, The County Auditor offered for sale on November 15, 2014, at public auction, the following described Tax Deed Property pursuant to SDCL 6-13:

Tax Deed #2479, RDID #20569, Lot D of Lot 10 of Block 4 of Brandon Park Addition of the Southwest Quarter (SW ¼) of Section 35, Township 102 North, Range 48 West of the 5th P.M., Minnehaha County, South Dakota, according to the recorded plat thereof. Sold to Buttercup LLC, 417 E. Switch Grass Trail., Brandon, SD 57005 for \$6,500.

NOW, THEREFORE, BE IT RESOLVED by the Minnehaha County Commission that this sale be approved as set forth above and that the Minnehaha County Treasurer is hereby authorized to issue Quit Claim Deeds thereto and the Minnehaha County Auditor is authorized to abate all outstanding taxes, interest, penalties, and municipal nuisance special assessments levied against this property.

Dated at Sioux Falls, South Dakota, this 25th day of November, 2014.

APPROVED BY THE COMMISSION:
Cindy Heiberger
Chairman

ATTEST:
Cynthia Jepsen
Deputy Auditor

RESOLUTION OF SALE
MC14-76

WHEREAS, The County Auditor offered for sale on November 15, 2014, at public auction, the following described Tax Deed Property pursuant to SDCL 6-13:

Tax Deed #2482, RDID #50507, The West 44 Feet of Lots 11 and 12 in Block 14 of University Addition to Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof. Sold to SJT Properties, 1209 S. 4th Ave., Sioux Falls, SD 57105 for \$2,500.

NOW, THEREFORE, BE IT RESOLVED by the Minnehaha County Commission that this sale be approved as set forth above and that the Minnehaha County Treasurer is hereby authorized to issue Quit Claim Deeds thereto and the Minnehaha County Auditor is authorized to abate all outstanding taxes, interest, penalties, and municipal nuisance special assessments levied against this property.

Dated at Sioux Falls, South Dakota, this 25th day of November, 2014.

APPROVED BY THE COMMISSION:
Cindy Hieberger
Chairman

ATTEST:
Cynthia Jepsen
Deputy Auditor

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RESOLUTION OF SALE
MC14-77

WHEREAS, The County Auditor offered for sale on November 15, 2014, at public auction, the following described Tax Deed Property pursuant to SDCL 6-13:

Tax Deed #2585, RDID #25890, The South Half (S ½) of Lot 6 and all of Lot 7 in Block 12 of Bennett's First Addition to Sioux Falls, Minnehaha County, South Dakota, according to the recorded plat thereof. Sold to SJT Properties, 1209 S. 4th Ave., Sioux Falls, SD 57105 for \$4,000.

NOW, THEREFORE, BE IT RESOLVED by the Minnehaha County Commission that this sale be approved as set forth above and that the Minnehaha County Treasurer is hereby authorized to issue Quit Claim Deeds thereto and the Minnehaha County Auditor is authorized to abate all outstanding taxes, interest, penalties, and municipal nuisance special assessments levied against this property.

Dated at Sioux Falls, South Dakota, this 25th day of November, 2014.

APPROVED BY THE COMMISSION:
Cindy Heiberger
Chairman

ATTEST:
Cynthia Jepsen
Deputy Auditor

AGREEMENT

Erin Srstka, Juvenile Detention Alternatives Initiative Coordinator (JDAI), gave a briefing on an agreement between Minnehaha County and Volunteers of America, Dakotas for the operation of the Reception Center at a cost of \$78,253, and Evening Report Center at a cost of \$101,602. The Centers have contributed immensely to the success of the JDAI over the past years. Payments will be made to Volunteers of America, Dakotas in twelve equal monthly installments. MOTION by Pekas, seconded by Kelly, to authorize the Chairman to sign the Agreement between Minnehaha County and Volunteers of America, Dakotas in the total amount of \$179,855 for Reception Center and Evening Report Center beginning January 1, 2015 thru December 31, 2015. 4 ayes.

CHANGE ORDER

DJ Buthe, Highway Superintendent, gave a briefing on Change Order #1 to the contract with Prahm Construction, Inc. for Project MC253-460BR-14, replacement of two structures 5 miles north and 3 miles east of Humboldt. The project is complete and the change order is for addition and subtraction of quantities to complete the final pay application for the project. The net subtraction to the change order and decrease to the contract value is \$1,861.90 resulting from minor additions and subtractions to the project for various field measured quantities. MOTION by Barth, seconded by Kelly, to authorize the Chairman to sign Change Order #1 to the contract with Prahm Construction, Inc. for an amended contract amount of \$496,074.20. 4 ayes.

APPOINTMENT

Commissioner Kelly gave a briefing on the appointment of Dr. Bill Smith to the County Criminal Justice Advisory Committee. This past summer Craig Anderson resigned his position as Chairman of the Committee, and Assistant Sheriff Michelle Boyd was appointed as Committee Chair. This left two citizen positions on the committee vacant. The Criminal Justice Advisory Committee recommends the appointment of Dr. Smith be approved by agreement of the Chairs of the County Commission and the

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Committee, and supported by the full County Commission. Dr. Smith held senior leadership positions with the Sioux Falls School District for many years and is recognized as an outstanding leader in this community. MOTION by Kelly, seconded by Barth, to appoint Dr. Bill Smith to the County Criminal Justice Advisory Committee. 4 ayes.

DISCUSSION

Robert Wilson, Assistant Commission Administrative Officer, reported the Commission Office has been contacted by a number of people who have expressed an interest in being appointed to the County Commission following the anticipated resignation of Commissioner Pekas, due to being elected as a Circuit Judge in the Second Judicial Circuit. Mr. Wilson requested the Commission recommend a way to formally recognize those who have expressed an interest in the position and that the Commission have a discussion on the process they would like to use to fill the position. Mr. Wilson also stated that the process cannot get under way until the vacancy occurs. Commissioner Pekas stated that in order to get the process started, he would prepare his resignation later today with the idea that it will not become effective until the end of the year. Kersten Kappmeyer, Chief Civil Deputy State's Attorney, stated that according to statute, even if Commissioner Pekas were to submit his resignation with an effective date of the end of the year, the appointment process could not start until after his resignation was effective. Mr. Kappmeyer also stated that there is not a defined procedure in statute as to how do proceed with the appointment. Commissioner Kelly stated they should consider if they want to make a caretaker appointment to the position. Kelly stated he thinks there is a lot of merit to making an appointment of someone who would only serve the remaining two years of the term. Kelly also stated they will have to find someone who already has a pretty deep knowledge of the process of government, and that he feels the person appointed will have an edge of incumbency going into the 2016 election. Chairman Heiberger stated she disagrees with Commissioner Kelly and believes they should appoint the very best candidate to the position and if that person decides to run in 2016, it will then be up to the voters who they elect. Heiberger also stated voters need to be informed when they go to the polls as to who is doing what type of a job, and that the Commission has worked very hard in dealing with the financial issues of the County. Heiberger further stated that they should not appoint a place holder to the position for two years when they are making important decisions. In response to a question from Commissioner Barth, Kersten Kappmeyer stated that under statute, a letter of resignation from Commissioner Pekas is to be submitted to the Auditor's Office who then transmits it to the Commission Office. Pekas's resignation becomes effective on the date stated in the letter. Chairman Heiberger stated they should ask for resumes to be submitted to the Commission Office and for those names to be kept confidential during the review process. Heiberger also stated that they could discuss setting a deadline for submission of applications at the commission meeting next week under old business when Commissioner Beninga is in attendance. Commissioner Pekas spoke on the job duties and time requirements of being a County Commissioner. Chairman Heiberger asked the Commission Office to put out a press release asking for applications to be submitted without listing a deadline, then follow up with a deadline after Commissioner Beninga has an opportunity to weigh in. Commissioner Kelly asked Commissioner Pekas if he would put in writing the details of the position as he previously stated, so applicants have an understanding of the job requirements.

LIAISON REPORTS

Commissioner Barth reported on the Planning Commission meeting on November 24, 2014 where they moved the solar array forward with some changes. Barth also stated that there will soon be a vacancy on the Planning Commission due to the end of Mark Rogen's term.

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Commissioner Barth reported that the Multi Cultural Center is going to have a pancake event on December 7th. Tickets are \$6.00, and he has purchased tickets for the Commissioners.

Commissioner Kelly and Robert Wilson reported on a tour of the Johnson County, Kansas Central Booking Center in Olathe, KS. Representatives from the Sheriff's Department, Jail, and Criminal Justice Advisory Committee met with several staff members including Major Doug Baker of the Johnson County Sheriff's Office and Betsy Gillespie, Director of the Johnson County Department of Corrections. The purpose of the trip was to see their central booking location as part of the site master planning process the Criminal Justice Advisory Committee is currently engaged in with Shive Hattery and TSP.

NEW BUSINESS

Scott Anderson, Planning & Zoning Director, stated that they are putting out a press release for the upcoming vacancy on the Planning Commission. The vacancy will be open through the 15th of December. Mark Rogen's term expires December 31, 2014 and he is eligible for reappointment should he decide to reapply. Appointments to the Planning Commission are for four year terms, and the Planning Commission meets in the evening on the 4th Monday each month with the exception of December when they do not hold a meeting. Mr. Anderson also reported that December 4th is the date for the next meeting of Invision 2035, which is the review and rewrite of the Comprehensive Plan.

Robert Litz, Auditor, reported on the vote recount that was held on November 24, 2014 for the State Representative race in District 9. The request was petitioned by Bob Deelstra who received eight (8) votes less than the second place finisher, Paula Hawks. Mr. Litz stated that the recount resulted in the same vote totals as the totals reported on election night.

Robert Wilson, Commission Administrative Officer, reported that the state association does put out a booklet titled "So You Want to Be a County Commissioner" that lists the duties and responsibilities of the position and they will send a copy of that to each person they receive a resume from.

Chairman Heiberger reported that Peter Harriman will be retiring from his position at the Argus Leader and thanked him for his fair and accurate coverage of the Commission Meetings. Commissioner Kelly also thanked Mr. Harriman for his reporting. Commissioner Barth stated Mr. Harriman's work also covers a huge diversity of issues and his work with the county is only a small part of what he knows.

Motion by Barth, seconded by Kelly, to adjourn into executive session for personnel and legal briefing, and contract negotiations. 4 ayes.

The Commission adjourned until 9:00 a.m. on Tuesday December 2, 2014.

APPROVED BY THE COMMISSION:

Cindy Heiberger
Chairman

ATTEST:

Cynthia Jepsen
Deputy Auditor