

Notice & Agenda

Swift County Board of Commissioners

Tuesday, January 8, 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 Auditor at 320-843-4069 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 Auditor
9:01 a.m.		Swearing in of Newly elected
9:05 a.m.		Nominations for Chair
9:07 a.m.		Nominations for Vice-Chair
9:10 a.m.		Approve Agenda
9:13 a.m.		Consent Agenda
	1-2	(1) Minutes December 31, 2012
9:15 a.m.		Commissioner and Board reports
9:25 a.m.		Citizens Comments
9:30 a.m.		Adopt 2013 Committee assignments
		Appoint Dr Bauer Coroner
		Set Board meeting dates and times
		Set mileage rate at 56.5 cents
	3	Appoint Official Newspaper
		Approve Elected officials to attend annual conference
		Set Bounties \$2 gopher \$75 Beaver in designated Ditches
		Charge cost of County Attorney to Welfare Fund
		Approve Corporate signatures
	4	Define employee for WC
		Approve Bond resolution
10:30 a.m.		Tom Kummrow-Safe and Sober certificate
10:45a.m.		Andy Sander-Hippe gravel contract
		Other Business
	5	Code Red payment
	6-10	CliftonLarsonAllen Audit
11:59 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES
December 31, 2012

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

12-31-12-01 Commissioner Fox moved and Commissioner Klemm seconded to approve the agenda as updated. Motion carried.

12-31-12-02 Commissioner Peterson moved and Commissioner Anderson seconded to approve the Consent Agenda which consisted of the December 18, 2012, County Board Meeting Minutes. Motion carried.

12-31-12-03 Commissioner Anderson moved and Commissioner Fox seconded to approve the Commissioner's Warrants as follows: Revenue: \$68,561.10; Solid Waste: \$13,143.08; Road & Bridge, \$275,918.10; and Ditch: \$23,832.18 which includes the following bills over \$2,000: Ascherman Oil, \$13,211.87; Central Allied Enterprises Inc, \$235,800.00; Chippewa River Watershed Project, \$8,700.00; Commerford Construction Inc, \$14,906.28; Gibson Transfer Inc, \$2,654.88; Houston Engineering, Inc, \$3,600.06; Kris Engineering, \$2,502.84; Marsden Bldg. Maintenance LLC, \$4,140.34; Jan Nordmeyer; \$2,943.75; Safe Avenues, \$3,016.00; Tyler Tech. Inc., \$5,075.25; Ulmaniec Law Office, \$3,024.65; University of Mn, \$16,224.99; VanHeuveln General Contracting Inc, \$10,630.00; Waste Management of Northern MN, \$5,409.48; West Central Communications, \$2,920.00, and Yellow Medicine Co Jail, \$7,618.04. Motion carried.

Committee and Board Reports were given as follows: Commissioner Hendrickx reported on Southern Prairie Health Alliance. Commissioner Klemm reported on Prairie Lakes Youth Center. Commissioner Peterson reported on DAC. Commissioner Anderson reported on Chippewa River Watershed Board. Commissioner Fox reported on SCBH.

Consultant Jim Mulder and County Recorder Mary Amundson met with the County Board.

12-31-12-04 Commissioner Fox moved and Commissioner Klemm seconded to approve a Resolution Adopting Minnesota Statutes 375A.10 Options Relating to Office of County Recorder in Swift County, Minnesota. Motion carried.

12-31-12-05 Commissioner Anderson moved and Commissioner Peterson seconded to approve the Memorandum of Understanding between Swift County and Mary Amundson. Motion carried.

12-31-12-06 Commissioner Klemm moved and Commissioner Fox seconded to accept the resignation of Mary Amundson as Swift County Recorder effective immediately. Motion carried.

12-31-12-07 Commissioner Anderson moved and Commissioner Peterson seconded to appoint Mary Amundson as Swift County Land Records Department head. Motion carried.

12-31-12-08 Commissioner Peterson moved and Commissioner Klemm seconded to direct the Land Records Head to notify the appropriate people of the change in title. Motion carried.

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12-31-12-09 Commissioner Anderson moved and Commissioner Peterson seconded to approve the Resolution Adopting Minnesota Statutes 375A.10 Options Relating to the Office of the County Auditor. Motion carried.

12-31-12-10 Commissioner Fox moved and Commissioner Peterson seconded to approve the appointment of Byron Giese to administrator effective December 31, 2012. Motion carried.

12-31-12-11 Commissioner Fox moved and Commissioner Klemm seconded to approve a budget change of \$245,800 to the Highway Department for a sale of land. Motion carried.

Sharon Klumpp from Springsted's Inc. met with the Board and discussed administrator applicants.

12-31-12-12 Commissioner Peterson moved and Commissioner Klemm seconded to cancel the January 16, 2013, Special Meeting and to schedule January 10, 2013, at 8:30 a.m. to interview three administrator candidates. Motion carried.

12-31-12-13 Commissioner Anderson moved and Commissioner Peterson seconded to adjourn. Motion carried.

WITNESSED:

Gary Hendrickx, Chair

ATTEST:

Byron L. Giese, Swift County Auditor

Swift County Monitor-News

101 12th Street South - Benson, MN 56215 320-843-4111
News - reed@monitor-news.com Advertising - ads@monitor-news.com

Dec. 19, 2012

Dear Swift County Board of Commissioners,

Community newspapers are a part of the fabric of the communities of Appleton, Kerkhoven, Benson and the other towns and rural areas of Swift County. We are dedicated to providing citizens with the information they need to make informed decisions about their towns, townships, school districts and county. Printing public notices in community newspapers ensures that citizens have the best opportunity to be aware of what is happening that has an impact on their taxes, children's education, infrastructure and quality of government.

The Swift County Monitor-News respectfully submits the following bid for Swift County's public notices to be published for the year 2013. The rates represent a 15 percent discount for camera-ready electronically provided public notices and are based on our 2009 rates – there will be no increased over our 2010 charge to you. Appleton's rates are also staying the same as there were in 2010.

Furthermore, we will carry, at no charge, the county's public notices on our web site.

Single column public notices

First insertion: \$0.88 cents per line

Subsequent insertion: \$0.74 cents per line

Double column public notices

First insertion: \$1.75 per line

Subsequent insertion: \$1.47 per line

We are also writing on behalf of the Appleton Press, which is submitting the following bid as the second legal newspaper for printing in 2010.

First insertion: 85 cents per line for single columns

Second insertion: 68 cents per line for single columns

First insertion: \$1.72 cents per line for double columns

Second insertion: \$1.36 cents per line for double columns

Thank you for your consideration of the following bids.

Thank you,
Reed Anfinson
Publisher
Swift County Monitor-News

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01-04-11-15 Commissioner Peterson moved and Commissioner Fox seconded to approve the following resolution:

The Swift County Board of Commissioners does hereby resolve, pursuant to the requirements of Minn. Stat. §176.011, subd.9)6), that all officers of Swift County who are elected or appointed to a regular term in office, or to complete the unexpired portion of a regular term, shall be included within the definition of "employee" as that term is defined in Minn. Stat. §176.011, subd. 9 for purposes of coverage under the Workers' Compensation Laws of the State of Minnesota; and

Be It Further Resolved, That this resolution recognizes that Swift County has in the past included said officials in all Workers' Compensation reports and audits and that this resolution is intended to meet the statutory requirements and confirm an existing practice, not to establish a new practice. Motion carried.

01-04-11-16 Commissioner Anderson moved and Commissioner Fox seconded to approve the Resolution Relating to Financing of Certain Proposed Projects to be Undertaken by the County of Swift and Establishing Compliance with Reimbursement Bond Regulations under the Internal Revenue Code as on file at the County Auditor's Office. Motion carried.

Emergency Communications Networks, LLC

9 Sunshine Blvd.
Ormond Beach, FL 32174
Phone 386-676-0294 Fax 386-676-1127

INVOICE #: ECN-012839
DATE: 01/01/2013

BILL TO: Swift County, MN
Bill McGeary
301 14th Street North
Benson, MN 56215

REFERENCE #	MEMO	PAYMENT TERMS
		Due on receipt

DESCRIPTION	AMOUNT
CodeRED for 01/01/2013 - 12/31/2013 (House Discount of 10% -\$566.20) Total Cost for CodeRED is \$5,662.00.	\$5,095.80
CodeRED Weather Warning for 01/01/2013 - 12/31/2013	\$1,782.00
	SUBTOTAL \$6,877.80
	TOTAL \$6,877.80

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January 2, 2013

County Board
Swift County
301 14th Street North, PO Box 288
Benson, MN 56215

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for Swift County (“you” and “your”).

Scope, objective, and responsibilities

We will apply the agreed-upon procedures which Swift County has specified, listed in the attached schedule, to items and accounts of the Swift County Auditor as of April 30, 2013 prepared in accordance with the guidelines in the attached schedule. This engagement is solely to assist Swift County in complying with Minnesota Statutes 384.11 and 574.23. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion on the items and accounts. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the Board of County Commissioners, and Swift County and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for the presentation of the financial items and accounts in accordance with applicable guidelines; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Douglas P. Host is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin our procedures on approximately April 29, 2013 and, unless unforeseeable problems are encountered, the engagement should be completed by May 14, 2013. At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management’s responsibility for the presentation of the financial items and accounts in accordance with applicable guidelines.

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The attest documentation for this engagement is the property of CliftonLarsonAllen LLP (CliftonLarsonAllen) and constitutes confidential information. However, we may be requested to make certain attest documentation available to oversight agencies pursuant to authority given to it by law or regulation. If requested, access to such attest documentation will be provided under the supervision of CliftonLarsonAllen personnel. Furthermore, upon request, we may provide copies of selected attest documentation to applicable oversight agencies. The oversight agency may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Dispute resolution

The following procedures shall be used to resolve any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement. Specifically, we agree to first mediate and, if unsuccessful, then arbitrate all Disputes between us, including without limitation any issue concerning the extent to which any Dispute is subject to arbitration, any Dispute concerning this agreement, the limitations of remedy provided by this agreement, or claims for breach of contract, negligence, fraud, fraud in the inducement, breach of fiduciary duty, violation of statute, and any other cause of action or remedy.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Arbitration

If any Dispute has not been resolved within ninety (90) days after the Mediation Notice, the mediation shall terminate and the Dispute will be resolved by arbitration. The arbitration will be conducted in accordance with the procedures in this document and the Arbitration Rules of the Dispute Resolution Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association, except where this agreement differs.

The arbitration will be conducted in St. Cloud, Minnesota before a panel of three (3) neutral arbitrators, regardless of the size or amount of the Dispute.

Any issue concerning the extent to which any Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final report under this agreement to you, regardless of whether we do other services for you relating to the report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees will be based on the actual time spent at our standard hourly rates (less a 15% discount), plus travel and other out-of-pocket costs such as report production, word processing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the skill required. We estimate that our fees for these services will be \$3,500. The fee estimate is based on anticipated cooperation from your personnel and their assistance with providing requested information timely. If unexpected circumstances require significant additional time, we will discuss it with you and provide detailed information regarding additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our firm's performance of these services.

Subcontractors

CliftonLarsonAllen LLP (CliftonLarsonAllen) may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CliftonLarsonAllen under this agreement. CliftonLarsonAllen will be as responsible for any act done by these subcontractors as it is for its personnel under this agreement.

Agreement

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Sincerely,

CliftonLarsonAllen LLP

Douglas P. Host, CPA
Partner
218-825-2948
Doug.host@cliftonlarsonallen.com

Enclosure

Response:

This letter correctly sets forth the understanding of Swift County.

Authorized Signature: _____

Title: _____

Date: _____

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AGREED-UPON PROCEDURES TO BE PERFORMED:

1. **Count any cash drawers and any vault cash at the Swift County Auditor's Office.**
2. **Reconcile cash and checks on hand (current receipts) to the actual receipts written for the related collections, if any.**
3. **Review the reconciliations of cash on deposit and investments per the Treasurer's Cash Book to the balances in the respective general ledger accounts as of April 30, 2013.**
4. **Determine if the outgoing County Auditor has been taken off of the Swift County bank accounts as an authorized signor.**
5. **Determine if the outgoing County Auditor has been removed from the authorized user list on any applicable Swift County credit cards.**
6. **Per statute 384.11, determine if, upon leaving office, the outgoing county auditor "shall deliver to a successor all moneys, books, records, maps, documents, papers, vouchers, and other property on hand belonging to the county."**