

Notice & Agenda

Swift County Board of Commissioners

Tuesday, July 3, 2012

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
9:01 a.m.		Approve Agenda
9:03 a.m.		Consent Agenda
	1-3	(1) Minutes June 19, 2012
9:05 a.m.		Auditor Warrants reviewed
9:08 a.m.		Commissioner and Board reports
9:25 a.m.		Citizens Comments
9:30 a.m.		(1) Mike Johnson Co D # 8-Co D # 61 Program update
10:00 a.m.		(2) Jennifer Frost
10:15 a.m.	4	(3) Andy Sander
		Other Business
	5-6	Marco Phone change orders # 5-6
	7-8	Hospital Loan Agreement
	9	County Audit
11:00 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES
June 19, 2012

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

06-19-12-01 Commissioner Klemm moved and Commissioner Peterson seconded to approve the agenda. Motion carried.

06-19-12-02 Commissioner Anderson moved and Commissioner Fox seconded to approve the Consent Agenda which consisted of the Board Meeting Minutes of June 5, 2012, and the renewal of eleven Tobacco Licenses. Motion carried.

06-19-12-03 Commissioner Fox moved and Commissioner Klemm seconded to approve the Commissioner Warrants as follows: Revenue: \$213,106.47, Solid Waste; \$31,441.49, Road & Bridge, \$35,589.05; Revolving Loan Fund, \$41,919.56; Ditch, \$33,160.79; Upper Mn Watershed, \$7,089.58; Region 6W, \$33,982.70; and Township & Cities, \$2,499,431.53, which includes the following bills over \$2,000: Amoco Food Shop, \$2,265.49; Applied Concepts Inc, \$2,468.93; Chippewa County Aud-Tr, \$20,267.98; CliftonLarsonAllen LLP, \$14,500.00; CPUI, \$4,586.37; Craig's Inc, \$2,408.20; Diamond Mowers Inc, \$2,313.25; Erickson Excavating, \$2,417.55; GEO- Comm Inc, \$5,750.00; Gibson Transfer Inc, \$11,110.11; Glacial Plains Coop., \$3,467.89; Herreid & Associates, \$2,498.45; Kand. Co Sheriff Dept, \$4,848.04; Mactek Systems Inc., \$12,498.00; Marsden Bldg Maint, \$4,140.34; Pemberton Sorlie Rufer, \$4,678.18; Pioneerland Library System, \$27,562.50; Safe Avenues, \$3,016.00; Swift Co Ben Hospital, \$2,746.50; Swift Co Fair Assoc, \$17,000.00; Swift Co Highway Dept, \$2,016.70; Swift Co Hist Society, \$16,410.00; Swift County HRA, \$64,399.38; Swift Co RDA, \$41,919.56; Appleton Township, \$31,604.72; Benson Township, \$22,306.37; Camp Lake Township, \$15,451.37; Cashel Township, \$39,276.58; Appleton City, \$724,054.59; Benson City, \$614,852.08; Clontarf City, \$41,430.12; Danvers, \$34,840.35; DeGraff, \$8,313.89; Holloway, \$95,937.76; Kerkhoven City, \$141,337.18; Murdock, \$66,291.63; Clontarf Township, \$45,119.19; Dublin Township, \$43,070.75; Edison Township, \$34,992.58; Fairfield Township, \$21,684.01; Hayes Township, \$45,296.51; Hegbert Township, \$29,017.25; Kerkhoven Township, \$34,223.47; Kildare Township, \$31,280.38; Marysland Township, \$30,722.29; Moyer Township \$28,433.66; Pillsbury Township, \$57,472.24; Shible Township, \$22,206.30; Six Mile Grove Township, \$32,691.13; Swenoda Township, \$18,084.48; Tara Township, \$37,911.54; Torning Township, \$45,619.59; West Bank Township, \$41,460.14; Upper Mn Riv Watershed Dist, \$7,089.58; Upper Mn Valley RDC, \$40,744.58; US Autoforce, \$3,003.04; VanHeuveln Farm Drainage, \$5,423.36; VanHeuveln General Contracting Inc, \$2,230.00; Villard Implement Co, \$2,143.93; Waste Mang of No Mn, \$14,510.17; West Central Comm., \$31,218.94, Yellow Medicine Co Jail, \$2,136.48; and Ziegler Inc, \$3,840.99. Motion carried.

Committee and Board Reports were given as follows: Commissioner Hendrickx reported on 6W Corrections, So Prairie Health Purchasing Alliance, and RDC. Commissioner Klemm reported on Prairie Lakes Youth. Commissioner Peterson reported on CPHS. Commissioner Anderson reported on Emergency Services Board, 6W Corrections, SWCD, Woodland Centers, Chippewa River Joint Powers Board, and Glacial Trails. Commissioner Fox reported on Private Industry Council, Woodland Centers, and Restorative Justice.

Swift County Sheriff John Holtz met with the County Board.

①

06-19-12-04 Commissioner Anderson moved and Commissioner Peterson seconded to approve the step increase of Marlene Giese, Corrections and Communications Supervisor, to the five year step effective immediately. Motion carried.

06-19-12-05 Commissioner Anderson moved and Commissioner Peterson seconded to authorize the Sheriff's Department to advertise and hire an additional full time deputy. Motion carried.

06-19-12-06 Commissioner Anderson moved and Commissioner Peterson seconded to approve the Dispatch Mapping Support Project Agreement with GEO-Comm. Motion carried.

06-19-12-07 Commissioner Klemm moved and Commissioner Peterson seconded to authorize the Chairman to sign the Code Red Contract. Motion carried.

The Agriculture Inspector's Report was reviewed.

The letters from Duininck's attorney were noted.

06-19-12-08 Commissioner Fox moved and Commissioner Klemm seconded to approve the SW Mn Workforce Council Joint Powers Agreement. Motion carried.

06-19-12-09 Commissioner Fox moved and Commissioner Anderson seconded to approve the Southern Prairie Health Purchasing Alliance Joint Powers Agreement. Motion carried.

06-19-12-10 Commissioner Klemm moved and Commissioner Peterson seconded to approve the addendum with CPUI for a contract extension until December 31, 2018. Motion carried.

06-19-12-11 Commissioner Peterson moved and Commissioner Anderson seconded to adjourn. Motion carried.

WITNESSED:

Gary Hendrickx, Chair

ATTEST:

Byron L. Giese, Swift County Auditor

(2)

SWIFT COUNTY BOARD OF EQUALIZATION
June 19, 2012

County Auditor, Byron L. Giese, called the meeting to order with all members present. Also present was Wayne Knutson, Assistant Assessor.

The County Board of Equalization members took an oath to fairly and impartially review the market values and equalize as fairly as possible all value in the County.

The next order of business was to elect a Chairman. Commissioner Fox moved that Commissioner Hendrickx be Chairman. Commissioner Anderson seconded the motion. Motion carried.

Commissioner Peterson moved that Byron L. Giese be appointed Clerk for the Board of Equalization. Commissioner Fox seconded the motion. Motion carried.

Commissioner Hendrickx took over the meeting as Chairman of the Board of Equalization and turned the meeting over to Assistant Assessor Knutson.

Assistant Knutson reviewed the following parcels that the office had reviewed and recommended no change to Parcels 22-0963-200 and 22-0963-250.

Mike Henry, representing Corrections Corporation of America, was also present and requested that the Board of Equalization reconsider the value as it has been vacant now for over two years. Chad Syltie and Roman Fidler, representing the City of Appleton, were also present and they understood that any change would effect the taxpayers of Appleton but felt that an adjustment would be warranted.

Auditor Giese moved and Commissioner Peterson seconded to reduce Parcel No. 22-0963-200 by \$7,500,000 to a valuation figure of \$14,000,000. Motion carried.

Auditor Giese moved and Commissioner Anderson seconded that no change be made to Parcel No. 22-0963-250. Motion carried.

Commissioner Peterson moved and Commissioner Klemm seconded that the Swift County Board of Equalization adopt all parcels as set by the Assessor's Office on all property and land within Swift County and that the meeting be adjourned. Motion carried.

WITNESSED:

Gary Hendrickx, Chair

ATTEST:

Byron L. Giese, Clerk

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Swift County Highway Department

QUOTES: SEASONAL STRIPING

June 25, 2012

CONTRACTOR	QUOTE
Traffic Marking Services Inc.	\$36,413.33
AAA Striping Services Co.	\$36,509.10

Adds/ Change Order

Job # 5205



Date 06/15/12 | Change Order # MARQ53772 | Voice: 800.892.8548 | Fax: 800.847.3087 | www.marconet.com

Client: SWIFT CTY HUMAN SERVICES
Rob Lee
410 21ST ST S
BENSON, MN 56215

Project Coordinator/Client Care Rep: Stacey Brose
Original Order: COF 5 - ORD312067

Phone: 320.848.2713
Email: rob.lee@co.swift.mn.us

Qty	Description	Unit Price	Ext. Price
Adding:			
1	WHEELOCK HORN TELEPHONE ALERT	\$130.00	\$130.00
2	Labor to Install	\$135.00	\$270.00
		Subtotal	\$400.00
		Shipping	\$0.00
		Tax	\$0.00
		Total	\$400.00

Client Signature _____ Date _____

Tax and/or shipping may be charged where applicable. Product listed above is subject to technical review and approval. Prices quoted are subject to change and should be verified before placing your order.

Voice Technician to wire Wheelock Alert to an ONS Port off the 3300 and Program the ONS Port to ring in Hunt with Specific Extension.

Warranty

Your equipment is covered by its respective manufacturer warranties. Please consult the warranty documentation that accompanies the product for details. Any charges from the manufacturer are the sole responsibility of the customer (including, but not limited to, shipping, travel and/or labor charges). Marco can provide assistance with the processing of these warranties for a processing fee. Optional contracts or warranty enhancements are available for an additional fee at the time of purchase.

Returns

Upon receipt of merchandise, make sure specifications are correct before opening or marking merchandise.

- Request to return the UNOPENED merchandise within fifteen (15) days.
- Product must be returned in the original undamaged/unmarked box.
- Recognize that special or custom orders are non-returnable.
- Merchandise can be subject to restock fees and/or denial of return.
- For our Complete Return Policy, please go to www.marconet.com and click on Support

Payment Terms

Payment terms are net 15 days from date of invoice. For orders over \$25,000, we require thirty-five percent down at time of order, sixty-five percent at time of delivery, and ten percent may be held for performance.

Bemidji Brainerd Decorah Detroit Lakes Fargo/Moorhead Grand Forks Mankato
Rochester St. Cloud St. Louis Park Sioux Falls Thief River Falls Worthington

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Adds/ Change Order

Job # 5205



Date 06/25/12 | Change Order # MARQ54278 | Voice: 800.892.8548 | Fax: 800.847.3087 | www.marconet.com

Client: SWIFT CTY HUMAN SERVICES
Rob Lee
410 21ST ST S
BENSON, MN 56215

Project Coordinator/Client Care Rep: Stacey Brose
Original Order: COF 6 - ORD295947

Phone: 320.848.2713
Email: rob.lee@co.swift.mn.us

Qty	Description	Unit Price	Ext. Price
4	Adding MITEL 5330 IP PHONE (BACKLIT)	\$229.40	\$917.60
-8	Returning MITEL 5320 IP PHONE	\$155.00	-\$1,240.00
	Subtotal		-\$322.40
	Shipping		\$0.00
	Tax		\$0.00
	Total		-\$322.40

Client Signature _____ Date _____

Tax and/or shipping may be charged where applicable. Product listed above is subject to technical review and approval. Prices quoted are subject to change and should be verified before placing your order.

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Bemidji Brainerd Decorah Detroit Lakes Fargo/Moorhead Grand Forks Mankato
Rochester St. Cloud St. Louis Park Sioux Falls Thief River Falls Worthington

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LOAN AGREEMENT

AGREEMENT made as of this 17th of July 2012, by and between Swift County, a public body corporate and politic, herein referred to as "Swift County", and Swift County Benson Hospital, a public body corporate and politic, with its principal office at 1815 Wisconsin Avenue, Benson, Minnesota 56215, herein referred to as Borrower.

RECITALS

1. Borrower is a hospital district duly organized, validly existing and in good standing under the laws of the State of Minnesota.
2. Borrower desires to borrow the sum of two million dollars (\$2,000,000) from Swift County for the purpose of addition/remodeling for use in the Swift County Benson Hospital, Benson, Minnesota herein referred to as "the hospital".
3. Swift County is willing to lend the sum to Borrower upon conditions contained herein which include acceptable collateral for said loan.

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

1. Swift County shall lend to Borrower the sum of \$2,000,000 from its General Fund. Said loan will be evidenced by a Promissory Note executed by Borrower in the form approved by Swift County and containing the following terms for payment:
 - A. Interest shall accrue on the unpaid balance of the principal debt from the date loan funds are disbursed to Borrower at the rate of 2 % per annum.
 - B. Borrower shall repay the loan to Swift County in monthly installments of Ten thousand one hundred seventeen and 67/100 dollars (\$10,117.67) beginning on the first day of the month after the funds are turned over to the Borrower and on the first day of each month thereafter for five years. Each payment shall be applied first to the payment of accrued interest and the remainder to the payment and reduction of principal. Payments will be made by Automated Clearing House (ACH) payment unless otherwise directed by Swift County. In addition to the monthly payment to be made by Borrower pursuant to this paragraph, Borrower shall also pay the ACH service fee if applicable. At the end of the five year period, the interest will be reviewed and set by the County Board.
 - C. Borrower may prepay all or any part of the principal owed at any time without penalty.
2. At security for the repayment of the loan, Borrower agrees that Swift County shall have a security interest in Borrower's facility at 1815 Wisconsin Avenue, Benson, Minnesota.

3. Throughout the term of this loan or until further notice from Swift County, Borrower shall provide financial statements including balance sheets and statements of profit and loss to Swift County at its request. Either party may, in addition, call a meeting of the parties at any time to review financial statements or business operations.

4. Borrower agrees that the loan proceeds will be used exclusively for the purchase of the above and for no other purpose without the prior express consent of Swift County.

5. Throughout the term of this loan or until further notice from Swift County, Borrower shall keep the assets which are pledged as collateral for this loan fully insured against risks of fire (including so-called extended coverage), theft, and against such other risks as is usually carried by owners of similar businesses and properties or as Swift County may require and such policy shall name Swift County as an additional insured thereon.

6. The following shall be considered events of default:

- A. Failure by Borrower to make any payment required hereby when due.
- B. Failure by Borrower to provide any information required hereby when due or requested.
- C. Commencement by or against Borrower of any bankruptcy proceeding, voluntary or involuntary.
- D. Violation by Borrower of any of the terms of this Agreement.

7. If any event of default occurs, Swift County shall have all rights accorded to it as a secured party pursuant to law in addition to the rights or remedies provided herein or in any other instrument or paper executed by Borrower relating to this loan.

8. All costs incurred by Swift County relating to this loan, including attorney fees, shall be paid by Borrower and shall be paid directly from the loan funds at the time of disbursement.

9. This writing constitutes the full agreement between the parties. No modification of the terms hereto shall be effective unless in writing and signed by all of the parties and attached hereto.

SWIFT COUNTY

By _____
Its Chair

SWIFT COUNTY BENSON HOSPITAL

By _____
Its CEO



REBECCA OTTO
STATE AUDITOR

STATE OF MINNESOTA OFFICE OF THE STATE AUDITOR

SUITE 500
525 PARK STREET
SAINT PAUL, MN 55103-2139

(651) 296-2551 (Voice)
(651) 296-4755 (Fax)
state.auditor@state.mn.us (E-Mail)
1-800-627-3529 (Relay Service)

May 31, 2012

The Honorable Byron Giese
Swift County Auditor
301 14th Street North
P. O. Box 288
Benson, MN 56215

Dear Auditor Giese:

Pursuant to Minn. Stat. § 6.48, the Office of the State Auditor (OSA), at its discretion, may perform audits of Minnesota counties. This letter confirms that the OSA will continue to allow Swift County to contract for its audit services with a CPA firm through the years ending December 31, 2014. We will notify Swift County at a later date of our intentions for audit services beyond this date.

It is the County's responsibility to ensure that audit requirements continue to be met. The goal for all audits, regardless of who performs them, is to maintain a consistent level of audit coverage. In order to accomplish this, the State Auditor has issued guidelines pursuant to Minn. Stat § 6.65 that prescribe minimum procedures and the audit scope for county audits performed by CPA firms. The County Audit Guide is available under the Auditing tab on our website at www.osa.state.mn.us. Appendix B of the County Audit Guide includes a sample Request for Proposals (RFP) that may assist you in the process of hiring a CPA firm for audit services.

Pursuant to Minn. Stat. § 6.48, we will be exercising the authority to review audits performed by CPA firms. Any additional information from the CPA firm that the State Auditor deems in the public interest may be included in the review such as the work papers supporting the audits. The County will be billed for any such review.

When your audit is complete, please submit one paper copy and an electronic (PDF) copy of the report, including the management letter, to:

Tom Karlson
Office of the State Auditor
525 Park Street, Suite 500
St. Paul, Minnesota 55103
Tom.Karlson@osa.state.mn.us

If you have any questions regarding this matter, or if we can provide you with any other assistance, please do not hesitate to contact me at (651) 296-7003.

Sincerely,

Greg Hierlinger, CPA
Deputy State Auditor

GH:mo

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