

# **Notice & Agenda**

## **Swift County Board of Commissioners**

**Tuesday, December 18, 2012**

**11:00 AM**

**Swift County Board Room – 301 14<sup>th</sup> St N, Benson, MN**

If you need any type of accommodation to participate in this meeting, please contact the County Auditor at 320-843-4069 at least 48 hours prior to the meeting.

<b><u>Time</u></b>	<b><u>Reference</u></b>	<b><u>Item</u></b>
11:00 a.m.		<b>Call to Order and Roll Call</b>
11:01 a.m.		<b>Approve Agenda</b>
11:03 a.m.		<b>Consent Agenda</b>
	1-2	(1) Minutes December 6, 2012
	3	(2) Household Hazardous Waste Contract
11:05 a.m.		<b>Commissioner and Auditor Warrants reviewed</b>
11:08 a.m.		<b>Commissioner and Board reports</b>
11:25 a.m.		<b>Citizens Comments</b>
11:30 a.m.		(1) Angie Marohl and Jodi Gravning-Nutrition
		<b>Afternoon Session</b>
1:00 p.m.		(2) Sharon Klumpp Springsteds
		<b>Other Business</b>
	4	Cost Allocation Contract Assessor Retro pay RDA and HRA levy Solid Waste Assessment Coyote Bounty
	5-6	2013 Committee appointments December 31, 2012 meeting reminder
2:00 p.m.		<b>Adjournment</b>

**SWIFT COUNTY BOARD MINUTES**  
**December 6, 2012**

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

**12-06-12-01** Commissioner Klemm moved and Commissioner Fox seconded to approve the agenda as updated. Motion carried.

**12-06-12-02** Commissioner Anderson moved and Commissioner Klemm seconded to approve the Consent Agenda which consisted of the November 20, 2012, Board Meeting Minutes and a Police Officer Resolution for Dennis Lindahl. Motion carried.

Commissioner and Board Reports were given as follows: Commissioner Hendrickx reported on AMC Conference and 6W Corrections. Commissioner Klemm reported on RDA, AMC, and Youth Programs. Commissioner Anderson reported on Chippewa River Watershed, 6W Corrections and DAC. Commissioner Fox reported on AMC and SCBH Meetings.

Regular Agenda:

RDA Director, Jennifer Frost, along with loan individuals, met with the County Board.

**12-06-12-03** Commissioner Klemm moved and Commissioner Anderson seconded to approve a \$26,100 loan to K-Bid JAX. Motion carried.

**12-06-12-04** Commissioner Klemm moved and Commissioner Fox seconded to approve a \$25,000 loan to Clark McDonald Heavy Industries. Motion carried.

The County Board made a telephone call to Springsted, Inc. representative Sharon Klumpp. Discussion was held on administrator candidates and a proposed offer.

Chuck Wilts, Elaine Mitteness, and John Panzer, representing the Swift County Fair, presented the 2012 Annual Report. The County Board thanked them for their hard work and another excellent fair.

Assessor Wayne Knutson met with the County Board and discussed retro pay. The County Board stated they would take it under advisement.

**12-06-12-05** Commissioner Fox moved and Commissioner Klemm seconded to approve a change to the Appraiser Job Description lowering the minimum requirements. Motion carried.

**12-06-12-06** Commissioner Fox moved and Commissioner Anderson seconded to approve the sale of Parcels 22-0286-000 and 22-0348-000 to Don Ness for \$250 per parcel. Motion carried.

**12-06-12-07** Commissioner Fox moved and Commissioner Anderson seconded to schedule a Special Meeting for December 31, 2012, at 9:00 a.m. to handle all unfinished business for 2012. Motion carried.

It was noted that the January 2013 meetings would be January 8 and January 15.

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Parks, Drainage, and Wetlands Supervisor, Mike Johnson, met with the County Board and gave an update on the Appleton Area Recreational Park.

Chairman Hendrickx called the Truth In Taxation Hearing to order at 6:01 p.m.

Budgets, Salaries, Expenditures and Revenues were reviewed. One individual was present who wanted an explanation on tax calculations which was given. A letter from Grace L. Steffenson was reviewed.

**12-06-12-08** Commissioner Anderson moved and Commissioner Fox seconded to close the Truth In Taxation Hearing. Motion carried.

**12-06-12-09** Commissioner Fox moved and Commissioner Klemm seconded to accept the 2013 Levy as follows:

Revenue	4,408,246
Road & Bridge	1,905,027
Human Services	2,204,019
Library	113,250
Solid Waste	<u>165,802</u>
Total Levy	8,796,344

Motion carried.

**12-06-12-10** Commissioner Klemm moved and Commissioner Fox seconded to approve the 2013 Budget as presented with Revenues of 18,502,093 and Expenditures of 18,812,638. Motion carried.

**12-06-12-11** Commissioner Anderson moved and Commissioner Klemm seconded to approve the salaries of the elected officials per schedule. Motion carried.

**12-06-12-12** Commissioner Fox moved and Commissioner Klemm seconded to approve \$12,000 for the Auditor for Administration duties. Motion carried.

**12-06-12-13** Commissioner Anderson moved and Commissioner Fox seconded to adjourn. Motion carried.

WITNESSED:

\_\_\_\_\_  
Gary Hendrickx, Chair

ATTEST:

\_\_\_\_\_  
Byron L. Giese, Swift County Auditor

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**Contract between  
Kandiyohi County  
and  
Swift County  
for the  
Operation of a Household Hazardous  
Waste Management Program**

**RECITALS**

1. The Minnesota Pollution Control Agency is required by Minn. Stat. 115A.96 to establish a statewide program to manage Household Hazardous Wastes (HHW). The term "State" is used to identify the entity responsible for managing the state-wide HHW program throughout the Contract.
2. Minn. Stat. 115A.96, subdivision 3, provides that the statewide program may be provided directly by the State or by contract with public or private entities.
3. The Sponsoring Organization has established a contract with the State. The Co-Sponsoring Organization wishes to participate in the statewide HHW program in order to further the goals of protecting the environment and the public health as articulated in the Waste Management Act and the Co-Sponsoring Organization's Solid Waste Management Plan.
4. A Management Facility will accept HHW and may also accept Very Small Quantity Generator wastes and Other Program Wastes in accordance with the terms set forth in this Contract.
5. The parties wish to allocate the duties, risks and responsibilities resulting from the operation of the Local and Regional Programs.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Kandiyohi County and Swift County enter into the following Contract:

**1.0 PARTIES**

The parties to this Contract are:

- 1.1. The Sponsoring Organization, Kandiyohi County (hereinafter "SO") and
- 1.2. The Co-Sponsoring Organization, Swift County (hereinafter "CO")

**2.0. INTRODUCTION**

This is a Contract between the SO and CO describing the terms under which a Local Program and a Regional Program shall establish and operate a HHW Program according to guidelines and procedures established by the Minnesota Pollution Control Agency (MPCA) and all other laws, rules and regulations. The Local Program shall be funded with the limitations and conditions of this Contract.

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_ 201\_\_ by and between MAXIMUS Consulting Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc. (hereinafter "Consultant"), and the Swift County, Minnesota (hereinafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the Services detailed in Exhibit A.
- (2) Term. This Agreement shall be in effect for the term as stated in Exhibit A.
- (3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) Termination. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall 30 days (or such longer period as the parties may mutually agree upon) from the date of receipt to cure any such default prior to the effective date of termination. Any notice of default shall be delivered by certified mail or overnight courier.

Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.

Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to

**2012 BOARD REPRESENTATION**

COMMITTEE/GROUP	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
<b>BOARD COMMITTEES:</b>				
Policy Committee	Peterson Fox	As needed	10:30 a.m.	Board Room
Technology Committee	Hendrickx	As needed	9:00 a.m.	Board Room
Personnel Committee	Hendrickx Anderson	Mon after 1st Tue	10:00 a.m.	Board Room
Solid Waste Committee	Peterson Fox	As needed	9:00 a.m.	Enivron Ser.
Building Committee	Peterson Klemm	As needed	9:00 a.m.	Board Room
<b>ADVISORY COMMITTEES:</b>				
Appleton Park Board	Fox			
Revolving Loan Fund	Entire Board			
Extension Committee	Klemm Peterson			
RDA/GROW Boards	Klemm Fox/Alternate	2nd Thursday	7:00 a.m.	DeToy's
Swift County Law Library	Peterson			
Planning Commission	Hendrickx			
Prairie V CAC Board	Peterson	4th Monday	10:00 a.m.	Montevideo
Prairie Lakes Detention Bd	Klemm Fox/Alternate			
SCEMO	Klemm Fox			
Swift County DAC Board	Anderson			
SC Youth Program Coalition	Fox			
Upper Mn Val Reg Dev Com	Hendrickx			
Water Planning Committee	Fox			
Jobs Training/Private Ind.Co	Fox		Quarterly	
Pioneerland Library System	Fox			
Cemetery	Klemm			
Safety	Klemm			
Prairie Country RC & D Bd	Anderson Klemm/Alternate			

2012 BOARD REPRESENTATION

COMMITTEE/GROUP	REPRESENTATIVE	DAY OF MEETING	MEETING TIME	PLACE
Historical Society	Peterson			
Countryside Public Health	Peterson			
West Minn Revolving Loan	Anderson			
Swift Falls Park Board	Anderson			
SW Mental Health Bd	Fox			
RIDES Advisory Council	Peterson			
Region 6W FEMA Board	Peterson		Annually	
Chippewa River Watershed	Anderson		Monthly	
Pomme de Terre Watershed	Fox			
Hospital Government Group	Klemm Peterson			
Glacial Ridge Trail Scenic	Anderson			
Woodland Centers	Anderson Fox			
HRA Board	Peterson			
Joint Engineer Committee	Peterson Anderson			
SWCD	Anderson			
Circle Sentencing	Fox			
Sheriff's Task Force	Anderson Peterson			
Swift County Benson Hospital	Fox			
C 6 Drug Task Force	Fox			
Prarie Waters Tourism	Hendrickx			
RDA Loan Committee	Peterson Klemm			
6W Corrections	Hendrickx Anderson			
Radio Board	Anderson Peterson/Alternate			
AMC Round Table	Hendrickx Klemm			
Nurse Family Partnership	Peterson			
Safety Committee	Klemm			
Cemetery Committee	Klemm			

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