

Notice & Agenda

Swift County Board of Commissioners

Tuesday, May 1, 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 |
| | 1-2 | (1) Minutes April 17, 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) Andrew Sander – Approaches, RR crossings, signage |
| 10:00 a.m. | | (2) Frank Lawatsch Borrowing authority |
| 10:30 a.m. | 3 | (3) Robin Finke, Ron Vadnais, Brian Wojtalewicz |
| | | Other Business |
| | 4 | Marsden Contract |
| 11:00 a.m. | | Adjournment |

SWIFT COUNTY BOARD MINUTES

April 17, 2012

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

04-17-12-01 Commissioner Klemm moved and Commissioner Fox seconded to approve the agenda as updated. Motion carried.

04-17-12-02 Commissioner Fox moved and Commissioner Anderson seconded to approve the Consent Agenda which consisted of the April 3, 2012, Board Meeting Minutes, approving the sale of miscellaneous equipment from the Highway Department, the rescinding of Motion 02-21-12-06, awarding a cable contract bid to Morris Electronics in the amount of \$21,182.54, to award a gravel processing contract to Hard Rock Screening LLC in the amount of \$139,000, and to award a bid to E-911 IES for a Rescue Star-Mitel 3300 Integration Project in the amount of \$1,156,07. Motion carried.

04-17-12-03 Commissioner Anderson moved and Commissioner Fox seconded to approve the Commissioner Warrants as follows: Revenue: \$120,396.18; Solid Waste: \$31,586.64 Road & Bridge: \$33,645.04; and Ditch: \$5,219.15 which includes the following bills over \$2,000: Amoco Food Shop, \$2,182.37; CPUI, \$7,476.78; Darold's Super Value, \$2,190.83; E & M Electric, \$2,483.96; Gibson Transfer Inc, \$11,297.52; Glacial Plains Cooperative, \$5,628.32; Alan Golden, \$2,325.00; Hawley's Inc, \$2,659.70; Kandiyohi County Sheriff's Dept, \$12,306.09; Lorenz Manufacturing, \$6,589.19; Morris Electronics, \$14,836.02; Plot Timber Harvest, \$2,525.00; Pro Action Safety & Sales, \$10,233.80; Synergy Graphics Inc, \$6,636.93; University of Mn, \$16,224.99; Upper Mn Valley RDC, \$4,857.50; Villard Implement Co, \$8,535.75; Waste Management of No Mn, \$13,476.05; West Central Comm., \$4,937.38. Motion carried.

Commissioner and Board Reports were given as follows: Commissioner Hendrickx reported on 6W Corrections, RLF, and Planning & Zoning. Commissioner Klemm reported on SCEMO and Mn Dot. Commissioner Peterson reported on CPHS and Supporting Hands Nurse Partnership. Commissioner Anderson reported on Prairie Country R C & D, Glacial Ridge Tourism, SWCD, 6W Corrections, RLF, and Woodland Centers. Commissioner Fox reported on Woodland Centers, SCBH Meetings, Restorative Justice, Mn Dot and SCEMO.

Regular Agenda:

Sheriff John Holtz met with the County Board and gave an update on the LETG Training. He stated that they anticipate to be completely switched over to the new records program by October 2012. He also gave an update on the 800 Megahertz Program and that switch is anticipated to be November 2012. Discussion was held on the new telephone system and how it will be effecting the 911 calls.

Karin Eckdahl, representing PRO ACT Inc. met with the County Board. She presented a discount drug program for uninsured individuals in Swift County. The County Board stated she should be in contact with local pharmacies to get their opinion and then come back to the County Board.

Afternoon Session

04-17-12-04 Commissioner Peterson moved and Commissioner Klemm seconded to go into Closed Session at 1:00 p.m. to discuss pursuant to MN Statutes 13D.05 Subd.2(b) for preliminary considerations of allegations or charges against an individual subject to its authority. Motion carried.

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04-17-12-05 Commissioner Anderson moved and Commissioner Peterson seconded to come out of Closed Session at 1:48 p.m. with no action necessary from the Closed Session. Motion carried.

Environmental Services Director, Scott Collins, met with the County Board.

04-17-12-06 Commissioner Peterson moved and Commissioner Fox seconded to approve a conditional use permit for the addition of three panels, antennas, an entry port and adding six co-axial lines to the tower in part of the NW 1/4 - NW 1/4 in Section 15, Township 121, Range 39 (Torning Township) by Verizon Wireless LLC. Motion carried,.

04-17-12-07 Commissioner Peterson moved and Commissioner Klemm seconded to approve a contract between Upper Mn Valley Regional Development Commission and Swift County for updating Swift County's Solid Waste Plan in the amount not to exceed \$7,000 contingent upon receiving a Hedge Hog Grant to pay 50 percent of the cost. Motion carried.

Parks, Drainage, and Wetlands Supervisor, Mike Johnson, met with the County Board.

04-17-12-08 Commissioner Anderson moved and Commissioner Peterson seconded to approve temporary damages to Brian Ruppe for part of Section 15 Marysland Township for damage done by Judicial Ditch No. 8 in the amount of \$2,500 per acre covering a three year period. Voting as follows: Yes: Peterson, Hendrickx, Klemm, Anderson; No: Fox. Motion carried.

04-17-12-09 Commissioner Anderson moved and Commissioner Fox seconded to set a Special Meeting for April 30, 2012, at 9:00 a.m. as a work session to meet with Jim Muelder to facilitate possible options for Swift County in its Organizational Chart. Motion carried.

04-17-12-10 Commissioner Peterson moved and Commissioner Klemm seconded to accept the resignation of Joyce Shultz effective May 31, 2012 and thank her for her many years of service. Motion carried.

04-17-12-11 Commissioner Klemm moved and Commissioner Anderson seconded to contract with Marsden for custodial services in the Courthouse and LEC and to have a contract brought to the County Board by the first meeting in May. Motion carried.

04-17-12-12 Commissioner Klemm moved and Commissioner Anderson seconded to contract with Hanf Actuarial for GASB 45 requirements at a cost not to exceed \$4,000 for Swift County, Swift County Benson Hospital, Countryside Public Health, and HRA. Motion carried.

04-17-12-13 Commissioner Peterson moved and Commissioner Anderson seconded to adjourn. Motion carried.

WITNESSED:

Gary Hendrickx, Chair

ATTEST:

Byron L. Giese, Swift County Auditor

②

Byron Giese

From: "Robin Finke" <robin.finke@co.swift.mn.us>
To: "Byron Giese" <byron.giese@co.swift.mn.us>
Sent: Thursday, April 26, 2012 1:15 PM
Subject: May 1 Board Mtg
Byron,

Can Ron and I and Brian Wojtalewicz get on the Board Agenda? Brian wants to talk to the Board about getting involved in a Federal Lawsuit against Fannie Mae. Please let us know a time. I will also forward you the legal documents which Brian sent us. Thanks.

Robin

③



Service Agreement

This agreement is effective on this ____ day of _____, _____, by and between **Marsden Bldg Maintenance, L.L.C.** (hereinafter referred to as "MBM"), and _____ (hereinafter referred to as "Customer")

- 1) Customer engages and hereby employs MBM as an independent contractor to provide janitorial maintenance services for the building(s) known as:
Swift County Courthouse at 301 14th St N Benson MN 56215-9999
- 2) MBM agrees to maintain and keep in force all required insurance, including a minimum of \$2,000,000 in liability coverage. Certificate naming Customer as additional insured is available upon request.
- 3) MBM agrees to maintain a safe work environment and to follow all safety regulations relating to the services being provided. Customer agrees to provide MBM with a safe environment and to provide information on anything within the building that could pose a hazard to MBM employees such as asbestos, hazardous chemicals, etc.
- 4) Both parties agree that they will not directly or indirectly hire personnel from the other party's employment during and for up to one year after the termination of this agreement, unless agreed upon in writing by both parties. In the event that such mutual consent is not obtained, the hiring party hereby agrees to compensate the other party in the amount of thirty-three percent (33%) of the annualized wages of the person hired payable before start date.
- 5) MBM invoice terms call for payment net ten (10) days upon receipt. MBM does not accept payment by credit card. Late payments beyond 30 days may be assessed a credit fee of 1½% per month. Failure to pay invoices within ten (10) days will be considered a breach of this contract and could result in discontinuance of our services without prior notice. Should expenses be incurred as a result of our attempt to collect invoice payments, reasonable fees may be assessed. Any deviations from these terms must have written approval.
- 6) MBM does not schedule service on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. Our pricing has already been adjusted accordingly. Should Customer desire service on these days, an additional fee will be required.
- 7) Any and all intellectual property created by MBM or Customer shall remain the property of the creator, unless agreed upon in writing by both parties. This includes but is not limited to: Training, Schedules, Historical Data, etc.
- 8) In the unlikely event a dispute, claim or controversy arises from or relating to this agreement, it shall be resolved by binding arbitration with Equilaw's National Arbitration Forum located in Minneapolis, Minnesota. Judgment upon the award rendered may be entered into any court having jurisdiction.
- 9) MBM shall provide services as described in the attached cleaning specifications for the above named building(s) for the following service fee(s)...
Swift County Courthouse: \$3,874 per month before any applicable tax.
- 10) This price shall be guaranteed through December 31st of 2012. Should any additional adjustment be necessary, MBM will provide Customer with a minimum of thirty (30) day advance written notice.
- 11) This agreement shall be considered "month to month" in nature, and may be cancelled by either party, with or without cause, upon giving sixty (60) days written notice to the other party.

X _____

X _____

Date:
 Name:
 Title:
 Company: Marsden Bldg Maintenance, L.L.C.
 Address: 1717 University Avenue West
 St. Paul, MN 55104-3689

Date:
 Name:
 Title:
 Company:
 Address:

CONFIDENTIAL

This material contains confidential information and trade secrets and the release or duplication of this material is not permitted unless authorized, in writing, by Marsden Bldg Maintenance, L.L.C. Thank you for your respect.

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