

Notice & Agenda

Swift County Board of Commissioners

Tuesday, August 21, 2012

11:00 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>
11:00 a.m.		Call to Order and Roll Call
11:01 a.m.		Approve Agenda
11:03 a.m.		Consent Agenda
	1-2	(1) Minutes August 7, 2012
	3-4	(2) Executive Search Agreement
	5	(3) State Park Legacy Plan Resolution
11:05 a.m.		Commissioner Warrants Approved & Auditor Warrants reviewed
11:08 a.m.		Commissioner and Board reports
11:25 a.m.		Citizens Comments
11:30 a.m.		(1) SW Initiative Foundation-Garrett
11:40 a.m.	6-8	(2) Scott Collins
11:45 a.m.		(3) Swift County Soil and Water Board
		Other Business
		County Assessor's Job Notice
	9-10	HRA Bond Rating
	11	Restorative Justice
	12-14	Revolving Loan Fund
	15-17	Glacial Ridge Trail Agreement
		Levy and Budget
11:59 a.m.		Adjournment

SWIFT COUNTY BOARD MINUTES

August 7, 2012

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

08-07-12-01 Commissioner Anderson moved and Commissioner Klemm seconded to approve the agenda as updated. Motion carried.

08-07-12-02 Commissioner Fox moved and Commissioner Peterson seconded to approve the Consent Agenda which consisted of the July 17, 2012, Board Meeting Minutes. Motion carried.

Auditor Warrants were reviewed.

Commissioner and Board Reports were given as follows: Commissioner Hendrickx reported on 6W Corrections, Prairie Water Tourism, RDC, Southern Prairie Health Alliance, and Planning & Zoning. Commissioner Klemm reported on RDA, Prairie Lakes Youth, and Extension Committee. Commissioner Peterson reported on Extension Committee. Commissioner Anderson reported on Emergency Service Committee(Radio Board), 6W Corrections, Glacial Trails Tourism, and DAC. Commissioner Fox reported on Southern Prairie Health Alliance, SW Central Safety Committee, and Swift County Benson Hospital Committees.

Veteran Service Office, David Barrett, met with the County Board and gave an update on programs in his Department.

Highway Engineer, Andy Sander, met with the County Board.

08-07-12-03 Commissioner Fox moved and Commissioner Peterson seconded to approve the bid of Commerford Construction in the amount of \$402,849.85 for SAP 076-599-053 and SAP 076-599-047. Motion carried.

Countryside Public Health Director, Liz Auch, and Administrative Assistant, Lois McGeary, met with the County Board regarding concerns with their building. The County Board stated that the County Building Committee will schedule a meeting to meet with her to go over their building concerns.

Swift County Recorder, Mary Amundson, met with the County Board. The County Board approved her to obtain contracts for e-recording and back scanning.

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

08-07-12-04 Commissioner Anderson moved and Commissioner Fox seconded to approve the acquisition by the State of Minnesota for the SE 1/4 of NW 1/4 of Section 25, Township 122, Range 38 (Camp Lake Township). Motion carried.

08-07-12-05 Commissioner Fox moved and Commissioner Klemm seconded to approve the acquisition of ten acres in the SW 1/4 of Section 25, Township 122, Range 38 (Camp Lake Township) to the DNR. Motion carried.

Sharon Klumpp, representing Springsted Inc. as a firm to assist the County in hiring an

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administrator, met with the County Board.

08-07-12-06 Commissioner Fox moved and Commissioner Klemm seconded to hire Springsted, Inc. to assist in the hiring of a County Administrator. Motion carried.

08-07-12-07 Commissioner Peterson moved and Commissioner Klemm seconded to ask the Department of Revenue for a 120 day extension in the search for a County Assessor. Motion carried.

08-07-12-08 Commissioner Anderson moved and Commissioner Fox seconded to advertise for filling the position of County Assessor. Motion carried.

08-07-12-09 Commissioner Klemm moved and Commissioner Anderson seconded to set the HRA preliminary levy at \$35,000 and the RDA preliminary levy at \$77,000 for the payable 2013 tax year. Motion carried.

08-07-12-10 Commissioner Anderson moved and Commissioner Klemm seconded to approve the language as Option 1 for a referendum to allow the County Board to appoint the County Auditor and County Recorder. Motion carried.

08-07-12-11 Commissioner Anderson moved and Commissioner Fox seconded to reappoint Loren Harste to the Upper Mn River Watershed District for a three year term. Motion carried.

08-07-12-12 Commissioner Klemm moved and Commissioner Fox seconded to approve the updated language in the Hospital Loan Agreement to reflect that the interest not exceed one percent of a five year CD rate. Voting as follows: Yes: Hendrickx, Fox, Klemm, Peterson; No: Anderson. Motion carried.

It was noted that the Pay Equity Plan was approved and a certificate received.

The County levy and budgets were discussed. The County Board stated they would like to keep any levy increases to three percent or less and that budgets will have to reflect that limitation.

08-07-12-13 Commissioner Fox moved and Commissioner Peterson seconded to accept the resignation of Jason Hovde and thank him for his years of service and to approve the Sheriff's Department to advertise for a part time replacement. Motion carried.

08-07-12-14 Commissioner Peterson moved and Commissioner Fox seconded to approve the Joint Power Agreement with the State of Minnesota for e-Charging. Motion carried.

08-07-12-15 Commissioner Anderson moved and Commissioner Peterson seconded to appoint Leslie Ehrenberg to the Extension Committee. Motion carried.

08-07-12-16 Commissioner Peterson moved and Commissioner Anderson seconded to adjourn. Motion carried.

WITNESSED:

Gary Hendrickx, Chair

ATTEST:

Byron L. Giese, Swift County Auditor

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AGREEMENT FOR EXECUTIVE SEARCH SERVICES

THIS AGREEMENT is made as of the ____ day of ____ 2012, by and between, Swift County, Minnesota ("Client") and Springsted Incorporated ("Consultant").

WHEREAS, the Client wishes to retain the services of the Consultant on the terms and conditions set forth herein, and the Consultant wishes to provide such services;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services. Consultant shall provide executive search services to assist the Client with the recruitment and selection of a County Administrator consistent with the scope of services contained in Consultant's proposal dated August 1, 2012. The work plan is provided in Attachment A and hereby made a part of this Agreement.
2. Compensation. The Client shall compensate the Consultant for these services at a professional fee of \$12,800 and out of pocket expenses not to exceed \$2,800 in the manner set forth in the August 1, 2012 proposal.
3. Term and Termination. This Agreement shall commence as of the date hereof, and shall continue until terminated by either party by written notice given at least 60 days before the effective date of such termination, provided that no such termination shall affect or terminate the rights and obligations of each of the parties hereto with respect to any project, whether or not complete, for which the Consultant has provided services prior to the date that it received such notice.
4. Indemnification; Sole Remedy. The Client and the Consultant each hereby agree to indemnify and hold the other harmless from and against any and all losses, claims, damages, expenses, including without limitation, reasonable attorney's fees, costs, liabilities, demands and cause of action (collectively referred to herein as "Damages") which the other may suffer or be subjected to as a consequence of any act, error or omission of the indemnifying party in connection with the performance or nonperformance of its obligations hereunder, less any payment for damages made to the indemnified party by a third party. Notwithstanding the foregoing, no party hereto shall be liable to the other for Damages suffered by the other to the extent that those Damages are the consequence of: (a) events or conditions beyond the control of the indemnifying party, including without limitation changes in economic conditions; (b) actions of the indemnifying party which were reasonable based on facts and circumstances existing at the time and known to the indemnifying party at the time the service was provided; or (c) errors made by the indemnifying party due to its reliance on facts and materials provided to the indemnifying party by the indemnified party. Whenever the Client or the Consultant becomes aware of a claim with respect to which it may be entitled to indemnification hereunder, it shall promptly advise the other in writing of the nature of the claim. If the claim arises from a claim made against the indemnified party by a third party, the indemnifying party shall have the right, at its expense, to contest any such claim, to assume the defense thereof, to employ legal counsel in connection therewith, and to compromise or settle the same, provided that any compromise or settlement by the indemnifying party of such claim shall be deemed an admission of liability hereunder. The remedies set forth in this paragraph shall be the sole remedies available to either party against the other in connection with any Damages suffered by it.
5. Confidentiality; Disclosure of Information.
 - a. Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Consultant or which the Consultant becomes aware of in the performance of its duties hereunder ("Client Information") shall be deemed by the parties to be the property of the Client. The Consultant may disclose the Client Information to third parties in connection with the performance by it of its duties hereunder.
 - b. Consultant Information. The Client acknowledges that in connection with the performance by the Consultant of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of the Consultant ("Consultant Information"). The Client acknowledges that all Consultant Information, except reports prepared by the Consultant for the Client, is confidential and proprietary to the Consultant, and agrees that the Client will

not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Consultant.

6. Miscellaneous.

- a. Delegation of Duties. The Consultant shall not delegate its duties hereunder to any third party without the express written consent of the Client.
- b. No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.
- c. Entire Contract; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Consultant from entering into separate agreements for other projects.
- d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- e. Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.
- f. Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

Swift County

301 14th Street North

Benson, MN 56215

If to the Consultant, to:

Springsted Incorporated
380 Jackson Street
Suite 300
St. Paul, MN 55101-2887
Attention: Managing Principal

The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

FOR CLIENT

SPRINGSTED Incorporated

Name, Title

Ms. Sharon G. Klumpp, Senior Vice President

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Whereas:

The state Parks and Trails Legacy plan calls for a statewide system of parks and trails, and

Whereas:

Greater MN Regional Parks and Trails have been underfunded for decades when compared to investments in the metro park system over that same time period, and

Whereas:

The public expressed overwhelming support at 17 state-sponsored public meetings for the highest quality statewide regional projects possible as a preferred outcome of the 25 year plan, and

Whereas:

The first round of park and trail legacy funding in 2009 was unfair to Greater Minnesota - with 43% of the funding dedicated to metro park needs, 43% dedicated to DNR park and trail needs and projects, while leaving only 14% funding for a statewide grants program which included Metro Parks. Of that 14%, 20% of those funds were given to the Metro Park Area , and

Whereas:

The second round of park and trail legacy funding in 2011, produced better but still lopsided results with Greater Minnesota receiving 20% in dedicated legacy funding, while metro parks received 43% and DNR received 37%, and

Whereas:

A 2011 inventory of Greater Minnesota park and trail needs resulted in \$76 million in projects, and over \$33 million in grant request - or more than four times the amount of the 2011 legacy grants awarded to Greater Minnesota, and

Whereas:

Greater Minnesota pre-legacy park and trail funding was spotty and scarce, and

Whereas:

the Legacy Act has resulted in Greater Minnesota being charged by both the public and the state plan to build the highest quality statewide regional projects possible;

Therefore be it resolved that:

Swift County believes Greater Minnesota should receive adequate funding to carry out the state plan and the public sentiment for high quality projects, and

Swift County believes the current Park and Trail Legacy splits of 43% metro, 37% DNR and 20% to Greater Minnesota are inherently unfair to Greater Minnesota and not enough to carry out the state plan or meet public expectations, and

Swift County believes the Greater Minnesota percentage of Legacy funding should increase to a level more equal to those of the metro area and DNR.

I do hereby certify that at a regular meeting of the Board of County Commissioners, Swift County, Minnesota, on the 21st day of August, 2012, at which a majority of the members of the said Board were present, the foregoing resolution was adopted.

Swift County Auditor

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Environmental Services
Scott Collins, Director



1000 Industrial Drive
P.O. Box 288
Benson, MN 56215

Phone (320) 843-2356
Fax (320) 843-9172

e-mail:
scott.collins@co.swift.mn.us

Swift County Board of Commissioner's Meeting
Agenda
Tuesday, August 21, 2012

1. Conditional Use Permit Amendment Application:

Dru Tosel, 43 W. Thielke Ave., Appleton, MN 56208 (Contract for Deed Buyer) &
Wade & Cheryl Schmidt, 424 S. Haven, Appleton, MN 56208 (Contract for Deed Seller)

REQUEST: Conditional use permit amendment to add a wash plant at the previously
approved gravel pit.

LOCATION: All that part of the W ½ of the SE ¼ of Section 35 of T-121, R-43, lying E
of the R-O-W of MN Hwy. 119, EXCEPTING the Northerly 295.0 ft. lying
Westerly of a line parallel to and 518.0 ft W of the E line of said W ½ of the SE ¼
of Sect. 35 of Shible Township in Swift County, MN (containing 33.3 acres).

2. Conditional Use Application:

William & Dorothy Broberg, 1640 70th St. SE, Kerkhoven, MN 56252 (Owner) &
Jonathan Broberg, P.O. Box 391, Kerkhoven, MN 56252 (Purchaser)

REQUEST: Conditional use permit for construction of a new swine feedlot
containing a double wide tunnel ventilated total confinement barn – 101' 8" x
208' & a poured reinforced concrete liquid storage area – 101' 8" x 208' x 8'
deep. There will be 2400 swine between 55 & 300 pounds for a total of 720 animal units.

LOCATION: NE ¼ of the SW ¼ of Section 2, T-120, R-37 (Pillsbury Township) in
Swift County, Minnesota.

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Proposed Special Conditions

Dru Tosel

#4189

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. The permit holder shall comply with all easement requirements as they may apply to the project.
3. All complaints, problems or concerns regarding public health, safety and welfare must be addressed by property owner within 30 days of presentations of the complaint. Copies of all complaints and responses addressed to him shall be submitted to Swift County Environmental Services.
4. No stock, overbearing, etc. shall be located less than 100 feet from the centerline of a road or 75 feet from the right-of-way line, whichever is greater.
5. No excavation of topsoil, mineral material, etc. shall be done within five (5) feet of a property line, right-of-way line or municipal boundary. The sidewalls of all extraction pits shall be sloped to a grade of not less than 4 to 1.
6. Sufficient topsoil shall be retained at the excavation site to renovate the area.
7. When sufficient area has been excavated, the area already excavated shall be renovated as far as practical each year with topsoil being spread over the side slopes and bottom and seeded to cover crop.
8. Surface water drainage in the area cannot be disturbed.
9. Compliance with the preceding conditions shall be the responsibility of the property owner. Failure to comply with these conditions shall be cause for revoking this permit until conditions are corrected.
10. Roads that are damaged due the activities of the pit will be repaired by the pit owner or operator to their pre-existing condition.
11. An operator's permit will be required each year the pit is in operation.
12. This Conditional Use Permit #4189 shall expire one year from the date of issuance if the permit is not utilized.
13. Granting of the conditional use permit shall be for the plans submitted with the initial application only.
14. Violations of any of the above-stated conditions may result in revocation of the conditional use permit.

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Proposed Special Conditions
Conditional Use Permit #4195

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. Applicant's personnel must address all complaints, problems or concerns regarding public health, safety and welfare within 72 hours of presentation of the complaint. Copies of all complaints and responses addressed to them shall be submitted to Swift County Environmental Services.
3. Granting of the conditional use permit shall be for the plans submitted with the initial plan only.
4. All plans regarding approaches, access roads, as well as traffic control must be submitted to the Swift County engineer.
5. Dead animals shall be disposed of in a manner consistent with the Minnesota Board of Animal Health and the Minnesota Pollution Control Agency requirements.
6. The permit holder shall allow the Zoning Administrator to inspect the site whenever necessary. However, the Zoning Administrator shall provide a 24-hour notice in advance of any inspection that involves accessing the buildings in which the animals are confined.
7. Roads that are damaged due to the activities of the conditional use permit will be repaired by Broberg Farms to meet all county prior conditions.
8. An animal manure plan must be completed.
9. That a Good Neighbor Policy be in effect. Prior to spreading, the residents of dwellings within $\frac{3}{4}$ mile of agitation and spreading sited would be contacted to determine if they have any special events planned which may be affected by the spreading. If possible, another location or time would be chosen. Neighbors are encouraged to contact the applicant with any scheduled events in advance so as to help them plan manure application.
10. The permit holder shall be responsible for fly control.
11. Reasonable measures will be taken to minimize offensive odor, fumes, dust and noise so that none of these will constitute a public nuisance.
12. This Conditional Use Permit #4195 shall expire one year from the date of issuance if the permit is not utilized.
13. Violation of any of the above-stated conditions may result in revocation of the conditional use permit.

COUNTY OF SWIFT, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CERTAIN OPERATION AND
MAINTENANCE DEFICIT AGREEMENT
BETWEEN THE COUNTY AND THE SWIFT COUNTY HRA

BE IT RESOLVED by the County Board of Commissioners (the "Board") of Swift, Minnesota (the "County"), as follows:

1. Recitals.

(a) The Swift County Housing and Redevelopment Authority (the "HRA") has proposed to issue its \$2,750,000 (estimated maximum principal amount) Essential Function Housing Development Revenue Refunding Bonds, Series 2012 (Swift County Operation and Maintenance Deficit Agreement) (the "Bonds") to refund the HRA's Essential Function Housing Development Bond of 2002 and Essential Function Housing Development Revenue Bond of 2005 (collectively, the "Prior Bonds"), the proceeds of which were used to provide financing and refinancing for certain moderate income rental housing facilities (the "Project") consisting generally of 34 rental units in the County.

(b) The Bonds will be issued and the Project was undertaken pursuant to the approval of certain Housing Programs.

(c) With respect to the Prior Bonds, the County provided support for the Project by entering into two separate operation and management deficit agreements.

(d) In connection with the issuance of the Bonds, there has been submitted for the Board's consideration a certain Operation and Maintenance Deficit Agreement (the "Deficit Agreement") between the County and the HRA, providing for ongoing security for the sufficiency of funds necessary to provide for the operation and maintenance of the Project.

2. Approval of Deficit Agreement. The Board hereby approves and authorizes and ratifies the execution and delivery by the appropriate County officials of the Deficit Agreement relating to the Bonds and the Project, with such additions to or deletions from the form presented to the Board as the officers of the County may deem appropriate or necessary, as evidenced by their execution and delivery thereof.

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Passed and adopted by the County Board of Commissioners of Swift County, Minnesota,
on August 21, 2012.

Board Chair

ATTEST:

County Auditor

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Advisory Recommended 2012

JOB TITLE: Swift County Restorative Justice Coordinator

TITLE OF IMMEDIATE SUPERVISOR: Swift County Commissioners

HOURS: 32 hrs/week (pending grant funding) including day and evening hours

JOB SUMMARY: The purpose of this position is to organize and coordinate circles for youth in Swift County. Currently we offer sentencing circles, healing circles, and chemical education and recovery circles in the community. We also facilitate prevention/education circles in the Benson Middle School. The coordinator will work in conjunction with youth, families, support people, victims, community volunteers, the Restorative Justice Advisory Committee, and various stakeholders, including, but not limited to, the Courts, 6W Community Corrections, the County Attorney's Office, Swift County Human Services, the schools, and law enforcement.

SPECIFIC RESPONSIBILITIES:

1. Educate the public about restorative justice principles and circle processes through public speaking, news articles, and the restorative justice website.
2. Recruit and train community members to participate in circles.
3. Facilitate monthly meetings with the RJ Advisory Committee. Work with RJ Advisory Committee to update handbooks, forms, and policies as needed.
4. Work with referral sources and RJ Advisory Committee to identify cases appropriate for community circles.
5. Facilitate most community circles. Volunteers may facilitate some circles, if they have adequate prior experience and training. Keep notes from each circle. Stay in contact with youth, parents, law enforcement, social workers, probation officers, schools, and other involved parties between circles to monitor the youth's progress towards meeting the requirements of their social compacts and/or recovery plans.
6. Notify victims of offender's acceptance into the circle. Meet with victims to discuss the program, offer support to the victim, and provide opportunities for them to be involved in the process.
7. Complete paperwork and reports on each circle sentencing and chemical recovery case. Keep statistics and required outcome measurements. Provide updates to other involved parties.
- *8. Plan curriculum for school circles and chemical education circles. Facilitate these circles, along with trained volunteers. Keep statistics and required outcome measurements. Maintain communication with school administration and other involved parties.
- *9 Research grants opportunities and report on options. Complete grant application process, with input from board and key partners. Assume all grant management duties, including activities, reports and review of financial reports and evaluation needed for the grant requirements.
10. Serve on the Swift County Youth Programs advisory committee.

Jacquie Larson

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REVOLVING LOAN FUND

A PROGRAM OF THE UPPER MINNESOTA VALLEY REGIONAL DEVELOPMENT COMMISSION

ACTION REQUESTED

TO: Region 6W County Boards
FROM: Jacki Anderson, Senior Planner
DATE: August 21st, 2012
RE: RLF Recapitalization Request

Upon review of the Swift County minutes from June 5th, 2012 the language is inconsistent with the requested action presented for consideration that day.

The current minutes read as follows:

Jackie Anderson from the RDA met with the County Board. There are currently funds available from the State EDA and Swift County has an opportunity to apply along with the other four counties in Region 6W.

06-05-12-09 Commissioner Anderson moved and Commissioner Peterson seconded to approve the RDA to allow them to apply to the EDA for funding,. Motion carried.

For purposes of the recapitalization effort we need signed minutes or a letter from the chairman acknowledging two the commitment of funds for the recap and approval of funds for application cost.

Please consider the following action:

Swift County authorizes a commitment of \$21,650 for Swift County's portion of the 20% regional match to recapitalize the regional revolving loans fund if the grant is approved and approves \$1,000 for the County's portion of the application cost to be paid to the UMVRDC.

Enclosed is a copy of the memo presented on June 5th with additional details about the recapitalization effort.

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ACTION REQUESTED

TO: Region 6W County Boards
FROM: Jacki Anderson, Senior Planner
DATE: June 5th, 2012
RE: RLF Recapitalization Request

The region is currently eligible to apply for recapitalization dollars from EDA under a unique disaster funding opportunity. We've been encouraged to apply for the maximum amount of \$400,000 if the region can match it with \$100,000 an 80/20 split.

Unlike traditional eligibility requirements this opportunity focuses on disaster recovery (all five counties are eligible), as a result if awarded businesses and individuals recovering from disaster impacts would likely receive a priority when the Loan Advisory Board reviews loan applications. This would be further determined as we update the RLF Plan (guidelines) for this EDA application.

- If awarded this amount would bring the RLF from \$1.2 to \$1.7million
- Currently there is approximately \$75,000 (6%) available for lending of \$1.2 million
- EDA would allow three years to loan out the \$500,000 to new and expanding businesses with the following expectations:
 - 50% to be lent out within 18 months
 - 80% to be lent out within 2 years
 - 100% to be lent out within 3 years
- The interest and origination fees would continue to support the administration of the fund. All of the reporting and administration functions are already in place simplifying the addition of these funds.

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The RLF recapitalization in 2001 included all five counties putting in match based on their percentage of the regional population. This continues to be the most efficient way to split the match.

County	\$100,000 Match	% of Pop.2010	% of Pop.2000
Big Stone	\$11,660	11.66%	12%
Chippewa	\$27,530	27.53%	26%
Lac qui Parle	\$16,060	16.06%	16%
Swift	\$21,650	21.65%	24%
Yellow Medicine	\$23,100	23.10%	22%
Regional Match	\$100,000	100%	100%
EDA Request	\$400,000		
Total Recap	\$500,000		

5 Reasons to consider participating in a recapitalization effort:

1. Although financial commitments are needed *now* actual funds may not be needed until January 2013 or later.
2. In the past only a couple of counties at a time have been eligible for EDA funds, currently all five counties are eligible so this could roll into our existing fund.
3. The RLF has a minimal amount of funds available to lend out while inquiries for funding are still being received. In the near future new loans will only be able to be made as payments are received.
4. Standard EDA match requirements are 50/50 this opportunity is 80/20, enough said.
5. This is an all for one and one for all effort. It will take all five counties participation to move forward.

REQUEST FOR CONSIDERATION:

1. As a regional partner with the other four counties in the region will your county commit to the match amount outlined above to recapitalize the regional revolving loan fund?
2. If so, will your county provide \$1,000 along with other counties to cover the application costs (total cost of application is \$8,000, 5 counties X \$1,000 = \$5,000, while the UMVRDC will cover the remaining \$3,000).

**KANDIYOHI COUNTY & SWIFT COUNTY
COOPERATIVE CONSTRUCTION AGREEMENT
GLACIAL RIDGE TRAIL INTERPRETIVE KIOSKS AND SIGNS
Project No. SP 034-060-005, SB MN07 (006)**

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the COUNTY OF KANDIYOHI, MINNESOTA, party of the first part, hereinafter known as KANDIYOHI and COUNTY OF SWIFT, MINNESOTA, party of the second part, hereinafter known as SWIFT, WITNESSETH:

That the parties to this agreement, each in consideration of the agreement on the part of the other herein obtained, do hereby agree, KANDIYOHI for itself, and SWIFT for itself, as follows:

State Project (SP) No. 034-060-005

THIS agreement shall apply only to the Glacial Ridge Interpretive Kiosks and Signs project at various locations in Kandiyohi County, Douglas County, Pope County and Swift County, for said project SP No. 034-060-005.

Administration of the Project

SWIFT agrees that KANDIYOHI shall hereafter act as the agent of SWIFT in the award and administration of the project for SP No. 034-060-005.

Project Construction

SWIFT agrees to install posts and road signs provided by KANDIYOHI located in SWIFT and provide documentation to KANDIYOHI for labor and equipment costs. SWIFT agrees to stake location of kiosk, pedestals and provide construction inspection located in SWIFT.

Construction Costs

Engineers estimated construction costs incurred by SWIFT of this agreement are as shown in Exhibit A, which is attached to and made part of this agreement.

SWIFT Costs and Payments

SWIFT agrees to reimburse KANDIYOHI for the final local soft match cost as itemized in attached **Exhibit A**.

SWIFT further agrees that upon presentation of reimbursable costs certified to SWIFT by a KANDIYOHI generated Request for Payment, SWIFT shall make payment to KANDIYOHI within 30 days.

Designated KANDIYOHI/SWIFT Representatives

The Kandiyohi County Public Works Director shall be the designated KANDIYOHI representative to approve any needed modification of work shown in the Plan during construction of the project. This includes the increase or decrease in quantities needed to accomplish the work or a change in the work requiring a Change Order. The Swift County Highway Engineer shall be the designated SWIFT representative to approve any needed modification of the Plan affecting SWIFT costs requiring a Change Order.

KANDIYOHI AND SWIFT APPROVAL

IN TESTIMONY WHEREOF, the County of Kandiyohi, by the authority of the Board of Commissioners, and the County of Swift, by the authority of the Board of Commissioners, has caused this agreement to be enacted, the day and year first written above.

COUNTY OF SWIFT

Date: _____

BY: _____
Chairman of County Board

BY: _____
County Auditor

COUNTY OF KANDIYOHI

Date: _____

By: _____
Chairman of County Board

BY: _____
County Auditor/ Treasurer

Approved as to Form and Execution this _____ day of _____, 2012

Kandiyohi County Attorney

Kandiyohi County Public Works

EXHIBIT A

Project No. SP 034-060-005, SB MN07 (006)

Glacial Ridge Trail Interpretive Kiosks and Signs

Abstract of Low Quotes

7/24/2012

QUOTE NO. 2		SP 034-060-005 and SP 034-060-006 Preliminary Engineering		Contractor: Illustration & Design		
Spec. No.	Item	Unit	Unit Price	Quantity	Total Amount	
2011.601	Design Fiberglass Embedded Panels	LS	\$ 2,100.00	1	\$ 2,100.00	
					\$ 2,100.00	

QUOTE NO. 1		SP 034-060-005 Force Account		Contractor: Master Builders of West Central MN		
Spec. No.	Item	Unit	Unit Price	Quantity	Total Amount	
2540.602	KIOSK	EACH	\$ 10,917.11	4	\$ 43,668.44	
					\$ 43,668.44	

QUOTE NO. 3		SP 034-060-005 Force Account		Contractor: Pannier Graphics		
Spec. No.	Item	Unit	Unit Price	Quantity	Total Amount	
2540.602	36"W x 44"H x 0.125 Fiberglass Embedded Panel	EACH	\$ 258.00	20	\$ 5,160.00	
2540.602	36"W x 24"H x 0.125 Fiberglass Embedded Panel	EACH	\$ 159.00	24	\$ 3,816.00	
					\$ 8,976.00	

QUOTE NO. 4		SP 034-060-005 Force Account		Contractor: DRM Diversafab - Best-Exhibits Div.		
Spec. No.	Item	Unit	Unit Price	Quantity	Total Amount	
2540.602	36"W x 24"H Pedestal (Duel Sleeve Mount)	EACH	\$ 269.52	23	\$ 6,199.96	
2540.602	36"W x 24"H Pedestal (Flat Wall Mount)	EACH	\$ 269.52	1	\$ 269.52	
					\$ 6,469.48	

QUOTE NO. 5		SP 034-060-005 Force Account		Contractor: Master Builders of West Central MN		
Spec. No.	Item	Unit	Unit Price	Quantity	Total Amount	
2540.602	Install Pedestal and Fiberglass Embedded Panel	EACH	\$ 236.01	24	\$ 5,664.24	
					\$ 5,664.24	

QUOTE NO. 6		SP 034-060-005 Force Account		Contractor: Newman Traffic Signs		
Spec. No.	Item	Unit	Unit Price	Quantity	Total Amount	
2540.602	36"W x 24"H Historic Site Sign	EACH	\$ 91.95	6	\$ 551.70	
2540.602	36"W x 36"H Trail Sign	EACH	\$ 109.59	11	\$ 1,205.49	
					\$ 1,757.19	

QUOTE NO. 7		SP 034-060-005 Force Account		Contractor: Newman Traffic Signs		
Spec. No.	Item	Unit	Unit Price	Quantity	Total Amount	
2564.602	Furnish Sign Post (Square Tube)	EACH	\$ 55.40	18	\$ 997.20	
					\$ 997.20	

SP 034-060-005 Force Account		By: County			Total Amount
Spec. No.	Item	Unit	Unit Price	Quantity	Total Amount
2564.602	Install Posts and Signs (by County's)	EACH	\$ 100.00	17	\$ 1,700.00
					\$ 1,700.00

Prelim Eng	\$ 2,100.00
Force Account	\$ 69,231.55
Project Total	\$ 71,331.55

Funding		
Federal	\$ 57,065.24	80%
Local Soft Match	\$ 14,266.31	20%
Project Total	\$ 71,331.55	100%

Local Soft Match		
Kandiyohi Co.	\$ 3,566.58	25%
Douglas Co.	\$ 3,566.58	25%
Pope Co.	\$ 3,566.58	25%
Swift Co.	\$ 3,566.58	25%
Estimated Total	\$ 14,266.31	100%

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