

# Notice & Agenda

## Swift County Board of Commissioners

Tuesday, September 4, 2012

9:00 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.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		<b>Call to Order and Roll Call</b>
9:01 a.m.		<b>Approve Agenda</b>
9:03 a.m.		<b>Consent Agenda</b>
	1-2	(1) Minutes August 21, 2012
	3	(2) Appoint Allen Johnson to SWEMS
	4	(3) BCA Joint Powers agreement
9:05 a.m.		<b>Auditor Warrants reviewed</b>
9:08 a.m.		<b>Commissioner and Board reports</b>
9:25 a.m.		<b>Citizens Comments</b>
9:30 a.m.	5-6	(1) Scott Collins
9:45 a.m.	7	(2) Liz Auch
10:00 a.m.	8-11	(3) Mary Amundson
		<b>Other Business</b>
	12-13	Restorative Justice Office move & Job Description
	14	Springsted Timeline
	15-16	Budget & Set Prem Levy
	17	Offer on Tax Forfeited Property
11:00 a.m.		<b>Adjournment</b>

**SWIFT COUNTY BOARD MINUTES**  
**August 21, 2012**

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

**08-21-12-01** Commissioner Peterson moved and Commissioner Klemm seconded to approve the agenda as updated. Motion carried.

**08-21-12-02** Commissioner Fox moved and Commissioner Klemm seconded to approve the Consent Agenda which consisted of the Board Meeting Minutes of August 7, 2012, the Agreement for Executive Search with Springsted Inc, and a State Park Legacy Plan Resolution. Motion carried.

**08-21-12-03** Commissioner Klemm moved and Commissioner Anderson seconded to approve the Commissioner Warrants as follows: Revenue: \$118,437.80; Solid Waste: \$30,534.90; Road & Bridge: \$247,540.76; and Ditch: \$33,264.09 which includes the following bills over \$2,000: AccuSteel, \$7,712.65; Amoco Food Shop, \$2,171.43; Ascheman Oil, \$7,488.29; Chamberlain Oil Co, \$2,160.72; Computer Professionals Unlimited, \$4,686.37; Domat's Family Foods, \$2,101.72; Dooley Petroleum, \$4,454.98; Excel Overhead Door, \$2,240.92; Gibson Transfer Inc, \$10,188.72; Glacial Plains Coop., \$2,942.01; Hard Rock Screening, \$158,777.26; Kandiyohi Co Sheriff's Dept, \$5,862.84; Law Enforcement Tech Group, \$3,389.01; Mactek Systems Inc, \$12,498.00; Marsden Bldg Maintenance, \$8,280.68; MMT Enterprises, \$3,740.63; Molden Concrete Construction, \$4,650.00; Prairie Five Rides, \$3,601.84; Simplex Grinnell, \$2,671.31; Soil Conservation Office, \$13,681.07; Swift County Monitor News, \$4,050.04; Traffic Marking Service, \$35,050.59; Van Heuveln General Contracting, \$30,367.94; Viking Office Supply, \$4,073.01; Waste Mgmt of No Mn, \$14,030.41; Widseth Smith & Nolting, \$3,443.00; Yellow Medicine County Jail, \$4,380.20; and Ziegler, Inc. \$2,319.20. Motion carried.

Committee and Board Reports were given as follows: Commissioner Hendrickx reported on Planning and Zoning and Southern Mn Community Care. Commissioner Klemm reported on the Pre-Construction Meeting on County Road No. 25, and Prairie Lakes Youth Program. Commissioner Peterson reported on Prairie V Rides, Law Library, and CPHS. Commissioner Anderson reported on SWCD, Chippewa River Watershed, Woodland Centers, and Glacial Trails Tourism. Commissioner Fox reported on Southern Mn Community Care, Woodland Centers, and Restorative Justice.

Regular Agenda:

Garrett Backes, representing the South West Initiative Fund, met with the County Board and reviewed grants and loans that have been made in Swift County in the last few years and requested to be considered in the 2013 Budget in the amount of \$2,930.00.

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

**08-21-12-04** Commissioner Peterson moved and Commissioner Anderson seconded to approve the conditional use permit for Dru Tosel and Wade and Cheryl Schmidt for a wash plant in part of the W1/2- SE 1/4 in Section 35, Township 121, Range 43 (Shible Township). Motion carried.

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**08-21-12-05** Commissioner Klemm moved and Commissioner Anderson seconded to approve a conditional use permit for William and Dorothy Broberg and Jonathan Broberg for construction of a new swine feed lot in part of the NE1/4-SW1/4 of Section 2, Township 120, Range 37 (Pillsbury Township). Motion carried.

Sherri Gades and Dale Schlieman, representing the Soil & Water Conservation District, met with the County Board. They requested funding for the 2013 Budget. The County Board stated they would take it under advisement.

**08-21-12-06** Commissioner Fox moved and Commissioner Peterson seconded to approve a resolution for final payment for County wide gravel processing to Hard Rock Screening LLC in the amount of \$8,356.70. Motion carried.

**08-21-12-07** Commissioner Fox moved and Commissioner Klemm seconded to approve the wording of the employee advertising for the County Assessor position. Motion carried.

**08-21-12-08** Commissioner Anderson moved and Commissioner Peterson seconded to approve the Chairman and Auditor to sign the necessary paperwork for a Refunding Bond Sale for HRA. Motion carried.

**08-21-12-09** Commissioner Fox moved and Commissioner Anderson seconded to approve Swift County authorizing 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 UMRDC. Motion carried.

**08-21-12-10** Commissioner Anderson moved and Commissioner Fox seconded to approve the Cooperative Construction Agreement between Kandiyohi County and Swift County for Glacial Ridge Trail Interpretive Kiosks and Signs. Motion carried.

**08-21-12-11** Commissioner Peterson moved and Commissioner Klemm seconded to advertise for rent of Swift County land in Section 36, Township 122, Range 39 (Benson Township). Motion carried.

Levy and budgets were reviewed with preliminary action to be taken at the September 4, 2012, meeting.

**08-21-12-12** Commissioner Peterson moved and Commissioner Anderson seconded to adjourn. Motion carried.

WITNESSED:

\_\_\_\_\_  
Gary Hendrickx, Chairman

ATTEST:

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

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**Southwest Region  
Counties**

- Big Stone
  - Chippewa
  - Cottonwood
  - Jackson
  - Kandiyohi
  - Lac Qui Parle
  - Lincoln
  - Lyon
  - McLeod
  - Meeker
  - Murray
  - Nobles
  - Pipestone
  - Redwood
  - Renville
  - Rock
  - Swift
  - Yellow Medicine
- 

**SWEMS**

**Our Purpose**

“To identify, evaluate, develop and support EMS enhancements to help maximize the SWEMS region’s response capabilities.”

**Southwest  
Minnesota  
Emergency  
Medical  
Services  
Corporation**

Southwest Minnesota  
EMS Corporation  
140 Eighth Avenue; P.O. Box 10  
Granite Falls, MN 56241

Phone: 320.564.4660  
Toll Free: 800.253.4029  
Cell: 320.249.1999  
Fax: 320.564.4671  
E-Mail: [sw-ems@earthlink.net](mailto:sw-ems@earthlink.net)  
Website: [www.sw-ems.org](http://www.sw-ems.org)

**Information for EMS  
providers to utilize the  
services of  
Southwest Minnesota  
EMS Corporation**



**Bureau of Criminal Apprehension**

1430 Maryland Avenue East • Saint Paul, Minnesota 55106  
Phone: 651.793.7000 • Fax: 651.793.7001 • TTY: 651.282.6555  
www.dps.state.mn.us

August 13, 2012

Sheriff John Holtz  
Swift County Sheriff's Office  
301 14<sup>th</sup> Street N, Suite 4  
Benson, MN 56215

Dear Sheriff Holtz:

Your agency has signed a Master Joint Powers Agreement (JPA) for the services the BCA offers. eCharging is not covered by that JPA because eCharging includes interaction with Courts and returns court data to you. To further streamline your agency's use of systems and tools that include Court data, the BCA has entered into a separate agreement with Courts that delegate to the BCA the authority to enter to an agreement with you to cover Court data.

The document that covers data from the Courts is known as the Court Data Services Subscriber Amendment. Enclosed please find six copies of that Amendment.

When you approved the JPA, you had a resolution approved by your governing board that authorized one or more individuals to sign the JPA. Hopefully, the resolution authorizing the signing of the JPA included language covering amendments. If the resolution contains approval for amendments, it is possible that it covers the enclosed Amendment and the Amendment can be signed by the same people who signed the JPA. Regardless of the approval process you need to follow, please have the enclosed Amendment reviewed, approved, signed and returned to the BCA for additional processing. As with the JPA, a completely executed copy of the Amendment will be returned to you for your files.

If you have any questions please contact me at 651-793-2734 or [Julie.johansen@state.mn.us](mailto:Julie.johansen@state.mn.us).

Sincerely,

Julie Johansen  
Contracts and Grants Specialist

Enclosures

Alcohol  
and Gambling  
Enforcement

Bureau of  
Criminal  
Apprehension

Driver  
and Vehicle  
Services

Emergency  
Communication  
Networks

Homeland  
Security and  
Emergency  
Management

Minnesota  
State Patrol

Office of  
Communications

Office of  
Justice Programs

Office of  
Traffic Safety

State  
Fire Marshal



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**Environmental Services**  
*Scott Collins, Director*



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

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

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

**Swift County Board of Commissioner's Meeting**  
**Agenda**  
**Tuesday, September 4, 2012**

**1. Conditional Use Permit Amendment Application:**

City of Benson, 1410 Kansas Ave., Benson, MN 56215 (Owner) & Shafer Contracting Co., Inc., 30405 Regal Ave., Shafer, MN 55074 (Lessee)

**REQUEST:** Conditional Use Permit for the operation of a portable concrete batch plant to provide concrete for Swift County State Aid Highway 25 roadway construction, S.A.P. 076-625-013.

**LOCATION:** E ½ of the SW ¼ except the E 33' of the S 1,360'  
And the E 200' of the W ½ of the SW ¼ of Section 33, Township-122,  
Range-39, Swift County, MN.

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**Proposed Special Conditions**  
**City of Benson**  
**#4201**

1. The permit holder shall comply with all applicable governmental laws, rules and regulations as they may apply to the project.
2. 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.
3. Sufficient topsoil shall be retained at the excavation site to renovate the area.
4. When sufficient area has been excavated, the area already excavated shall be renovated as far as practical each year with topsoil being spread.
5. Surface water drainage in the area cannot be disturbed.
6. 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.
7. Roads that are damaged due the activities of the Conditional Use Permit will be repaired by the owner or operator to their pre-existing condition.
8. This Conditional Use Permit #4201 shall expire one year from the date of issuance if the permit is not utilized.
9. Granting of the conditional use permit shall be for the plans submitted with the initial application only.
10. Violations of any of the above-stated conditions may result in revocation of the conditional use permit.

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**Byron Giese**

**From:** "Liz" <liz@countyside.co.swift.mn.us>  
**To:** <michelle.knutson@co.big-stone.mn.us>; "Betty Christensen" <BChristensen@co.chippewa.mn.us>;  
 "Jake Sieg" <jake.sieg@lqpc.com>; "Byron Giese" <byron.giese@co.swift.mn.us>;  
 <Ryan.Krosch@co.ym.mn.gov>  
**Cc:** "Lacy Joyce" <ljoyce@countyside.co.swift.mn.us>; "Linda Norland"  
 <Lnorland@countyside.co.swift.mn.us>  
**Sent:** Friday, August 17, 2012 1:42 PM  
**Subject:** Countryside Public Health  
 Good afternoon,

Countryside Community Health Board held its monthly meeting on August 8<sup>th</sup> to determine the Countryside Public Health Budget for 2013. I was hoping to get on your agenda and present the Countryside Budget and the request of the Countryside Community Health Board. Below is the increase that has been approved at the Countryside Community Health Board Meeting.

	Adj Population	Membership Per Captia	Per Captia	% Adm	Allow for Adm	2012 Local dollars	2013 Local dollars (2%)	Diff	Adjusted per cap
Big Stone	5,269	\$8,500	\$55,377	15%	\$13,416	\$50,461	\$51,470	\$1,009	\$9.58
Chippewa	12,441	\$8,500	\$130,755	20%	\$17,888	\$121,367	\$123,794	\$2,427	\$9.76
Lac qui Parle	7,259	\$8,500	\$76,292	15%	\$13,416	\$71,376	\$72,804	\$1,428	\$9.83
Swift	9,783	\$8,500	\$102,819	30%	\$26,832	\$84,487	\$86,177	\$1,690	\$8.64
Yellow	<u>10,438</u>	<u>\$8,500</u>	<u>\$109,703</u>	<u>20%</u>	<u>\$17,888</u>	<u>\$100,315</u>	<u>\$102,322</u>	<u>\$2,006</u>	<u>\$9.61</u>
<u>Medicine</u>	<u>45,190</u>	<u>\$42,500</u>	<u>\$474,947</u>	<u>100%</u>	<u>\$89,440</u>	<u>\$428,007</u>	<u>\$436,567</u>	<u>\$8,560</u>	<u>\$9.48</u>

As you can see from the grid above it's a 2% increase. Please call if you have questions. I'm hoping to get on your agenda's and present this information.

Michelle, Joe was unable to attend our meeting for Big Stone County and I need to make contact with him as he is not aware of this additional \$1,009.00 request to Big Stone County.

Ryan, a suggestion given to me for a Lay board member was Jane Remiger. I thought I would pass the name along to see what you and the YM Board thinks about this suggestion.

Have a good weekend. Liz

Elizabeth Auch, PHN  
 Administrator  
 Countryside Public Health

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# Swift County, MN

## Automated Microfilm Processing "AutoFilm"



		Price/ Image		Yearly Cost
Number of Documents Recorder Per Year ---->	2,500			
Average # of Images per Document ---->	4.0			
Total # of Images to be Microfilmed per year ---->	10,000	\$	0.060	\$ 600.00
Roll Charge (Estimate 6000 Images per Roll) ---->	2	\$	25.00	\$ 50.00
# of Shipments ---->	2	\$	15.00	\$ 30.00
Total Estimated Cost per year ---->				\$ 680

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

**Notes:**

- o Images will be uploaded to CSA's secure data center on a periodic basis (Daily, Weekly, Monthly, etc.) based upon a user defined schedule.*
- o Images will be retained at the data center until either:*
  - 1. Enough images are received to fill up a roll or*
  - 2. The customer requests that a roll be created.*
- o Once enough images are received to fill a roll then the roll will automatically be created and mailed to the customer.*

This page is not actually part of the Contract/Agmt. This is for additional backup - microfilm is considered "archival" to satisfy Minn. Statute requirements. (They tell me)

For this reasonable price, I think it would be a good idea to go with it.

We will have at least two other forms of digital backup, but apparently digital backup is not considered "archival"???? Perhaps you could shed some light on this.

*May*

(8)

10. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

11. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

12. Termination.

a) Termination for Cause. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

b) Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

13. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

14. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

15. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

16. Shipping. Delivery shall be F.O.B. shipping point.

17. Payment Terms.

- a) Tyler shall invoice Client \$5,201.50 upon the Effective Date. Such amount equals 25% of the license fees for the Tyler Software Products.
- b) Tyler shall invoice Client \$12,483.60 when Tyler has made the Tyler Software Products available to Client for downloading. Such amount equals 60% of the license fees for the Tyler Software Products.

Tyler shall invoice Client the Hardware fees of \$4,769.00 upon delivery of such Hardware.

- d) Tyler shall invoice Client \$3,120.90 upon the earlier of (i) the first use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Such amount equals 15% of the license fees for the Tyler Software Products.
- e) Tyler shall invoice Client fees for services in the amount of \$36,080.00, plus expenses, if and as provided/incurred.
- f) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.
- g) Travel expenses have been capped at \$2,000.00.
- h) Payment is due within thirty (30) days of the invoice date.
- i) Maintenance fees are waived through the earlier of (i) ninety (90) days after use of a Tyler Software Product in live production, or (ii) one hundred eighty (180) days from the date Tyler made the Tyler Software Products available to Client for downloading. Subsequent annual Maintenance fees will be due on the anniversary of such date.

18. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. – Operating

19. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

21. Notices.

- a) All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
  - i) Actually received,
  - ii) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
  - iii) Upon receipt by sender of proof of email delivery, or
  - iv) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.
- b) Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this

Agreement are as follows:

Swift County  
301 14<sup>th</sup> Street North  
Benson, Minnesota 56215  
Mary Amundson

Tyler Technologies, Inc.  
5519 53<sup>rd</sup> Street  
Lubbock, Texas 79423  
Albert Mendoza – Contract Specialist

22. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

23. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Swift County, MN

By: \_\_\_\_\_

Name: Gary Hendrickx

Title: Board of Commissioners, Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Byron Giese

Title: County Auditor

Date: \_\_\_\_\_

Approved as to Form and Content

By: \_\_\_\_\_

Name: Robin Finke

Title: County Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mary Amundson

Title: County Recorder

Date: \_\_\_\_\_

Tyler Technologies, Inc .

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Swift County  
Position Description

Name: Department: Restorative Justice  
Title: Coordinator Pay Grade: 10  
Date: August 2012 Reports To: Board of Commissioners

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**Purpose of Position**

The purpose of this half-time position is to advance the goals of restorative justice in Swift County. The position shall organize and coordinate the development and use of peacemaking, healing, and sentencing circles for youth in Swift County. The position will work in conjunction with the Restorative Justice Advisory Committee and the 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.

**Essential Duties and Responsibilities**

- Educate the public about restorative justice principles and circle processes through public speaking, news articles, and the restorative justice website.
- Recruit and train community members to participate in circles.
- Facilitate monthly meetings with the RJ Advisory Committee. Work with RJ Advisory Committee to update handbooks, forms, and policies as needed.
- Work with referral sources and RJ Advisory Committee to identify cases appropriate for community circles.
- 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.
- 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.
- Complete paperwork and reports on each circle sentencing and chemical recovery case. Keep statistics and required outcome measurements. Provide updates to other involved parties.
- 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.

## **Additional Tasks and Responsibilities**

**While the following tasks are necessary for the work of the unit, they are not an essential part of the purpose of this position and may also be performed by other unit members.**

- 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.
- Serve on the Swift County Youth Programs advisory committee.

## **Minimum Training and Experience Required to Perform Essential Job Functions**

Four year Bachelor's degree in corrections, sociology, psychology, social work, law enforcement, paralegal, or related area of study preferred. Experience in the criminal justice system, victim services, and community. Will consider two year degree with minimum of two years experience in the criminal justice system, victim services, and/or community organizing. Required knowledge in the following area:

- a. Restorative justice principals*
  - b. Criminal Justice System*
  - c. Victim Services*
  - d. Community organizing*
  - e. Chemical Dependency*
  - f. Referral resources in community*
  - g. Cultural diversity issues*
- Self-motivated, works well independently.
  - Organizational, planning and management skills.
  - Conflict resolution skills, patience with people, systems. Needs to possess excellent people skills and ability to work well with others.
  - Excellent oral and written communication skills.
  - Manage various activities of multiple groups efficiently.
  - Ability to plan on-going training sessions, make logistical arrangements and manage budgets, statistics.
  - Computer knowledge.
  - Valid driver's license.

## **Physical Requirements**

- Requires the ability to operate, calibrate, tune, synchronize and perform complex rapid adjustment on equipment machinery, and tools such as a computer and other office machines, and/or related materials used in performing essential functions.
- Requires the ability to coordinate eyes, hands, feet and limbs in performing coordinated movements.
- Tasks involve the ability to exert light physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, crawling, lifting, carrying, pushing and pulling objects and materials of moderate weight, twelve to twenty pounds.

**Environmental Adaptability**

Ability to work under generally safe and comfortable office conditions where exposure to environmental factors may cause discomfort and poses a limited risk of injury.

As a department head, the incumbent is responsible for review and recommendation for department safety policy, responsibility to follow county policies and with direct responsibility to ensure the procedures and administrative issues are followed.

*Swift County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Agency will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.*

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

13A

**Swift County, Minnesota**  
**2012 County Administrator Search**

Project Milestone	Deliverables	Milestone
Notice to proceed		August 8, 2012
Position review and analysis	<ul style="list-style-type: none"> <li>• Individual meetings with County Commissioners</li> <li>• General meeting with County management team, if requested</li> <li>• Compensation survey of comparable communities and recent placements</li> </ul>	Sept. 17, 2012
County approval of the position profile and job announcement	<ul style="list-style-type: none"> <li>• Position and community profile</li> <li>• Job announcement</li> </ul>	Sept. 18, 2012
Recruitment and candidate outreach	<ul style="list-style-type: none"> <li>• Placement of job announcement</li> <li>• Contact with prospective candidates</li> <li>• Acceptance/acknowledgement of applications</li> <li>• Status reports to the County</li> </ul>	Sept. 19 – Oct. 18, 2012
Applicant screening / telephone interviews/preliminary references begin		Oct. 17 – 24, 2012
Candidate presentation / selection	<ul style="list-style-type: none"> <li>• Candidate profiles and resumes</li> <li>• On-site meeting with the County Board</li> <li>• Notification to applicants not advancing in the selection process</li> </ul>	Oct. 30, 2012
References for finalists contacted	<ul style="list-style-type: none"> <li>• Candidate reference reports</li> </ul>	November 8, 2012
Interview process	<ul style="list-style-type: none"> <li>• Interview design, questions, schedule and candidate evaluation instrument</li> <li>• Consultant attendance at interview process</li> <li>• Training for interview participants</li> <li>• Facilitation of selection decision</li> </ul>	Nov-13-16, 2012
Backgrounds completed for successful finalist	<ul style="list-style-type: none"> <li>• Candidate background reports</li> </ul>	Nov.26, 2012
Offer made / accepted	<ul style="list-style-type: none"> <li>• Draft employment offer and agreement</li> <li>• Thank you letter to candidates not selected</li> </ul>	November 27, 2012
Effective start date (estimated 30 day notice)	<ul style="list-style-type: none"> <li>• County Administrator begins</li> </ul>	January 2, 2013

<b>t County 2013 Budget Worksheets</b>					
<b>August 29, 2012</b>					
<b>Revenue Summary</b>	<b>2009 Budget</b>	<b>2010 Budget</b>	<b>2011 Budget</b>	<b>2012 Budget</b>	<b>2013 Requested</b>
Revenue Fund	5,351,996	5,366,876	5,393,026	6,037,109	6,449,636
Solid Waste Fund	877,660	842,160	818,952	853,932	912,932
Road & Bridge	4,579,805	5,379,067	6,907,538	5,232,961	6,767,156
Human Services	4,006,202	4,127,406	4,286,125	4,277,350	4,392,369
<b>Total Revenues</b>	<b>14,815,663</b>	<b>15,715,509</b>	<b>17,405,641</b>	<b>16,401,352</b>	<b>18,522,093</b>
<b>Expenditure Summary</b>	<b>2009 Budget</b>	<b>2010 Budget</b>	<b>2011 Budget</b>	<b>2012 Budget</b>	<b>2013 Requested</b>
Board of Commissioners	238,260	242,993	241,175	241,920	244,475
Auditor	238,931	254,695	256,383	269,164	281,715
Treasurer	159,353	165,004	174,793	180,687	186,936
Assessor	241,392	240,409	247,582	241,592	251,291
Administrator	13,800	13,800	14,000	14,000	159,700
Data Processing	72,500	72,500	72,500	73,500	75,500
Elections	4,500	24,500	4,500	48,000	4,000
Attorney	331,938	336,285	355,103	362,491	370,141
Recorder	239,349	249,934	256,202	263,545	245,971
Youth Programs	94,378	98,633	99,105	100,939	103,264
Courthouse Operations	175,628	183,865	219,308	196,626	195,672
Other County Buildings	112,078	101,030	138,048	159,671	148,672
Veterans Service Officer	122,720	128,017	142,771	156,928	145,518
Planning & Zoning	78,525	81,286	65,961	66,130	77,790
Parks & Drainage	241,712	213,096	213,677	699,034	734,896
Technical Support	146,313	147,957	156,312	160,337	173,040
Technology	31,200	11,700	11,700	15,300	17,300
Emergency Management		39,937	57,555	58,599	73,611
Sheriff	1,141,182	1,171,547	1,163,326	1,274,765	1,258,058
Jail	717,380	782,208	763,645	793,190	834,750
Restorative Justice Coordinator	32,000	33,490	56,925	67,800	69,025
Extension/4H	131,422	142,330	134,340	134,054	138,160
Unallocated & Miscellaneous	377,864	217,600	195,100	201,100	230,600
Grants & Subsidies	481,615	490,991	489,176	504,111	611,435
Total Revenue Fund	5,424,040	5,443,807	5,529,187	6,283,483	6,631,520
Solid Waste	905,981	925,922	891,550	951,817	944,413
Road & Bridge	4,665,240	5,379,067	6,901,863	5,233,849	6,832,558
Human Services	4,041,925	4,208,675	4,286,125	4,277,350	4,443,745
<b>Total Expenditures</b>	<b>15,037,186</b>	<b>15,957,471</b>	<b>17,608,725</b>	<b>16,746,499</b>	<b>18,852,236</b>
<b>Budget Surplus (Deficit)</b>	<b>(221,523)</b>	<b>(241,962)</b>	<b>(203,084)</b>	<b>(345,147)</b>	<b>(330,143)</b>

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<b>Breakdown:</b>					
Revenue Fund	(72,044)	(76,931)	(136,161)	(246,374)	(181,884)
Solid Waste Fund	(28,321)	(83,762)	(72,598)	(97,885)	(31,481)
Road & Bridge	(85,435)	0	5,675	(888)	(65,402)
Human Services	(35,723)	(81,269)	0	0	(51,376)
<b>Levy Breakdown</b>	<b>2009 Budget</b>	<b>2010 Budget</b>	<b>2011 Budget</b>	<b>2012 Budget</b>	<b>2013 Requested</b>
Revenue Fund	3,945,130	3,921,015	4,081,425	4,124,723	4,408,246
Road and Bridge	1,626,807	1,762,591	1,874,558	2,099,540	1,905,027
Human Services	2,075,802	2,102,156	2,114,000	2,139,825	2,204,019
Library	102,175	102,175	102,175	110,250	113,250
Solid Waste	60,480	60,480	63,272	65,802	165,802
Net Levy	7,810,394	7,948,417	8,235,430	8,540,140	8,796,344
County Program Aid & Other Aids	0	0	0	0	
<b>Total Available Levies &amp; Aid</b>	<b>7,810,394</b>	<b>7,948,417</b>	<b>8,235,430</b>	<b>8,540,140</b>	<b>8,796,344</b>

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**Darrell H. Bader  
2307 Hwy. 07 S.W.  
Appleton, MN 56208**

August 30, 2012

Swift County Board of Commissioners  
P.O. Box 288  
Swift County Courthouse  
Benson, MN 56215

Gentleman,

This letter is in regard to property that has come up on the tax forfeiture auction at least three times in the past years. The last auction showed a value of \$ 1,000.00, there appear to be no special assessments. The property has a quite lengthy legal description, but was last owned by Nathan Rutland and is on the west side of the railroad tracks here in Appleton:

A. W. & W .V. Lathrop Addition  
City of Appleton  
Parcel #22-0897-000

I am willing to make an offer of \$400.00

If you have any questions or need to contact me, I can be reached on my cell phone at 1-320-808-8737, or my office phone at 1-320-289-2327.

Thank you for your consideration.

Sincerely,

Darrell H. Bader

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