

**Notice & Agenda**  
**Swift County Board of Commissioners**  
**Tuesday, August 4, 2020**  
**9:00 AM**

LEC Meeting 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 Administrator at 320-314-8399 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>
9:02 a.m.		<b>Consent Agenda</b>
	1-2	(1) Minutes from the July 21, 2020 Regular Meeting
	3-13	(2) Consider approving Resolution 20-08-26 for the MN Department of Veterans Affairs County Veterans Service Office Operational Improvement Grant
	14-39	(3) Consider approval of the Auditor to sign a joint powers agreement with the Secretary of State for the 2020 Primary and General Election
9:04 a.m.		<b>Consider Approval of Commissioner warrants and review Auditor warrants</b>
9:05 a.m.		<b>Commissioner and Board reports</b>
9:25 a.m.		<b>County Administrator report</b>
9:30 a.m.		<b>Citizens Comments</b>
9:35 a.m.		<b>Jen Johnson, Safe Avenues</b> Update on Safe Avenues
9:50 a.m.		<b>Melissa Streich UMVRDC Communications Coordinator</b> Prairie Waters/RDC update
10:15 a.m.		<b>Amanda Ness, Administration</b>
	40	Request approval of the appointment of a Highway Maintenance Worker III at Step 2
	41	Request approval of the addition of one Maintenance Worker III position in Environmental Services
10:25 a.m.		<b>Kim Saterbak, County Auditor</b>
	42-45	Request approval to purchase of a tax-forfeited property by the City of Appleton
	46-52	Review 2 <sup>nd</sup> Quarter 2020 Executive Departmental Budget Report
10:35 a.m.		<b>Ron Vadnais, County Treasurer</b>
	53-57	Review 2 <sup>nd</sup> Quarter 2020 Cash & Investments
10:45 a.m.		<b>Other Business</b>
	58-59	Swift Planning Grants
	60-65	Preliminary Budget Discussion Update on Building Committee
11:15 a.m.		<b>Adjournment</b>

Join Zoom Meeting

<https://us02web.zoom.us/j/83510122186?pwd=M2JRUFuMnBnZGhQOG9TZVVZM2VmQT09>

Meeting ID: 835 1012 2186

Passcode: 926224

One tap mobile

+1 312 626 6799 US (Chicago)

# SWIFT COUNTY BOARD MINUTES

July 21, 2020

Chairman Hendrickx called the meeting to order at 9:01 AM with all members present with the exception of Pete Peterson. Also present: County Administrator Kelsey Baker, Assistant County Attorney Shawn Reinke, Swift County Sheriff John Holtz, Human Service Director Catie Lee and Terri Orr.

Chairman Hendrickx asked if there were any changes or additions to the agenda. There were no changes.

**07-21-20-01** Commissioner E. Pederson moved and Commissioner Fox seconded to approve the agenda.

Roll Call:

Fox Y

Hendrickx Y

E. Pederson Y

Rudningen Y

Motion carried unanimously.

**07-21-20-02** Commissioner Fox moved and Commissioner Rudningen seconded to approve the Consent Agenda: (1) Approval of Minutes from July 7, 2020 Regular Meeting, (2) Approval of daycare grant, (3) Approval of Absentee Ballot Board Resolution #20-07-24 for the 2020 Primary Election and General Election, (4) Approval of a Grant in Aid Resolution #20-06-23, (5) Approval of Counties Providing Technology Joint Powers Agreement. A brief discussion was held.

Roll Call:

Fox Y

Hendrickx Y

E. Pederson Y

Rudningen Y

Motion carried unanimously.

**07-21-20-03** Commissioner E. Pederson moved and Commissioner Fox seconded to approve the Commissioner warrants as follows: Revenue: \$241,905.95; Solid Waste: \$74,923.86; County Road & Bridge: \$1,389,184.07; Human Services: \$114.66; Debt Service: \$3,119.38; County Ditches Fund: \$454.00; State Fund Agency: \$19.65; which includes the following bills over \$2,000: Central Specialties Inc., \$1,368,946.70; Comm of MMB, Treasury Division, \$2,981.15; Counties Providing Technology, \$6,574.00; Countryside Public Health, \$137,210.75; Federated Telephone, \$3,119.38; Guardian Fleet Safety, \$13,979.04; Ink Spot, \$2,400.00; Kandiyohi County Sheriff's Department, \$3,003.66; Alex C Larson, \$5,104.00; Lincoln National Corporation, \$4,749.96; MN Department of Transportation, \$4,794.29; Pflipsen Trucking LLC, \$15,600.39; Royal Tire Inc., \$8,856.69; SeaChange Printing & Marketing Services, \$4,352.28; Stan Olson Construction, \$29,133.00; Sun Life Financial -246468, \$3,670.32; Swift County Environmental Services, \$4,000.00; Titan Machinery, \$31,424.16; Treasurer, City of Danvers, \$8,108.00; Wallace Auto & Collision, \$3,135.46; Waste Management Of WI-MN, \$11,436.18; Ziegler Inc., \$4,965.55.

Roll Call:

Fox Y

Hendrickx Y

E. Pederson Y

Rudningen Y

Motion carried unanimously.

Commissioner P. Peterson joined the meeting at 9:20 AM.

Board and Committee Reports were given as follows: Commissioner Rudningen reported on CEE-IV Drug Task Force and the Building Committee. Commissioner Fox reported on Pomme de Terre Watershed, Well-being Committee, Restorative Justice, PrimeWest, Woodland Centers, Chippewa River Watershed and Hospital Finance Committee. Chairman Hendrickx reported on Insurance Committee, DHS County Base Purchasing meeting, Blue Ribbon Task Force, Building Committee, Woodland Centers and Education and Training meeting. Commissioner E. Pederson reported on Soil Water Conservation District meeting and RDA. Commissioner P. Peterson reported on the Countryside Public Health.

Administrator Baker reported on interviews for Highway, Human Services, and the Jail, 2021 Budget, RDA, HRA, Well-being Committee, Building Committee and CARES Funding.

Chairman Hendrickx asked for citizen's comments. Mark Hughes had concerns on Public meetings, getting on the agenda and Benson Health Care Services.

Director Catie Lee updated the board on the Financial Summary and Human Services update.

Administrator Kelsey Baker and RDA Director Jennifer Frost updated the board on the Coronavirus Relief Fund.

**07-21-20-04** Commissioner P. Peterson moved and Commissioner Fox seconded to approve setting up a committee and set the County expenses at \$100,000, the Public Health expenses at \$120,000 and the Economic Development up to \$250,000. The remaining \$666,857.00 dollars are to be held at this point for further discussion. A lengthy discussion was held.

Roll Call:

Fox Y  
Hendrickx Y  
E. Pederson Y  
P. Peterson Y  
Rudningen abstain

Commissioner Rudningen abstained due to conflict of interest. Motion carried unanimously.

Recess at 10:20 AM.

Reconvened at 10:30AM.

The Public Hearing was opened to consider approving or denying VanHeuveln petition for outlet into JD#5.

County Parks, Wetland, and Drainage Supervisor Mike Johnson explained the purpose of the hearing.

Supervisor Johnson further presented the notice requirements that were met prior to the hearing as well as the outlet request to the board.

Chairman Hendrickx opened the floor for public comment.

Viewer Jim Weidemann presented his recommendations for the proposed outlet fee and benefits for the petition.

**07-21-20-05** Chair Hendrickx moved and Commissioner E. Pederson seconded to table the decision on the petition until September 1<sup>st</sup> board meeting. A lengthy discussion was held.

Roll Call:

Fox Y  
Hendrickx Y  
E. Pederson Y  
P. Peterson Y  
Rudningen Y

Motion carried unanimously.

**07-21-20-06** Chair Hendrickx closed the public meeting.

**07-21-20-07** Chair Hendrickx adjourned the meeting.

The meeting adjourned at 11:35 AM.

WITNESSED:

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

ATTEST:

\_\_\_\_\_  
Kelsey Baker, County Administrator



# Request for Board Action

BOARD MEETING DATE:  
August 4th, 2020

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Veterans Service Office	REQUESTOR: Dave Barrett	REQUESTOR PHONE: 320-842-5271
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: The MN Department of Veterans Affairs County Veterans Service Office Operational Improvement Grant	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? No	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION:  The MN Department of Veterans Affairs County Veterans Service Office Operational Improvement Grant is used to enhance the operations of the County Veterans Service Office. Swift County has received these funds in the past.	
PREVIOUS ACTION ON REQUEST	

### Budget Information

FUNDING: n/a
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: None	RECOMMENDATIONS: None
COMMENTS: None	COMMENTS: None

**RESOLUTION OF SWIFT COUNTY (20-08-26)**

BE IT RESOLVED by SWIFT County that the County enter into the attached Grant Contract with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: County Veterans Service Office Operational Enhancement Grant Program. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in Minnesota Laws 2019, Chapter 10, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by SWIFT County that David Barrett, the County Veterans Service Officer, be authorized to execute the attached Grant Contract for the above-mentioned program on behalf of the County.

WHEREUPON the above resolution was adopted at a regular meeting of the County Board Chair this fourth day of August, 2020.

\_\_\_\_\_  
*Authorized Signature and Title (Board Chair)*

August 04, 2020  
*(Date)*

STATE OF MINNESOTA

**SWIFT COUNTY**

I, Kelsey Baker, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the County Board of said Swift County, that I have compared the above resolution with the original passed and adopted by the County Board of said Swift County at a regular meeting thereof held on the **fourth** day of **August 2020** at **9:00 am** that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this first Tuesday of August 2020 and have hereunto affixed the seal of the County.

\_\_\_\_\_  
*Kelsey Baker*  
*Swift County Administrator and Clerk of the Board*



STATE OF MINNESOTA  
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its Commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and «County» **COUNTY**, «Street\_Address1», «Street\_Address2», «Street\_Address3», «City», «State» «ZIPPostal\_Code», ("Grantee").

**Recitals**

1. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2019 1<sup>st</sup> Special Session, Chapter 10, Article 1, Section 37, Subdivision 2, the State is empowered to enter into this grant.
2. The State is in need of enhancing the operation of the County Veterans Service Offices (CVSO). This grant must be used to enhance the operations of the Grantee's CVSO under Minnesota Statutes §197.608, Subdivision 4(a), and should not be used to supplant or replace other funding.
3. The Minnesota Legislature has funded grants to the counties through MDVA for many years. The established practice has been to provide advanced payments of the full grant amount to the Grantee. This has been done to ensure that the counties have sufficient funds available to conduct programming and complete the tasks required by the grant. The counties often have limited cash reserves and do not have the financial capabilities to make grant expenditures first and wait for reimbursements from the State. Therefore, based on their past performance, MDVA is confident that the Grantee will be able to account for the grant funds and abide by the terms of the grant agreement.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Agreement**

**1. Term of Grant Agreement**

- 1.1 **Effective date:** [SPELL OUT FULL DATE (e.g., July 1, 2020)], Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.
- 1.2 **Expiration date:** [SPELL OUT FULL DATE (e.g., June 30, 2021)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** 1. State Audits; 2. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

## 2. Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Conduct this grant only as authorized under Minnesota Statute 197.608, Subd.4. This grant must not be used to supplant any existing funding, or to duplicate any programs or services available to Veterans from other agencies or organizations.
- 2.3 Conduct the CVSO Operational Enhancement Grant Program ("Program") by purchasing one, or more, of the allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A, which is attached and incorporated into this grant agreement. If the Grantee wishes to purchase a good or service not listed on the approved items list of the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A, they must submit an email request to the State Authorized Representative listing the item, the estimated cost, and how the item will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from State Authorized Representative.
- 2.4 Comply with the requirements as specified in the MDVA Grants Manual (Rev. 6), Attachment B, which is incorporated into this grant agreement by reference and available on the MDVA Website – Grants Page: <http://mn.gov/mdva/resources/federalresources/grants/>). In the event that any provision of the MDVA Grants Manual (Rev. 6), Attachment B, is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.5 Upon executing the grant agreement, the Grantee must submit to the State for approval:
  - 2.5.1 A Conflict of Interest Disclosure Form (page 1 only) for Grantee staff members with fiscal and/or programmatic responsibilities for administering the grant as required in the MDVA Grants Manual (Rev. 6), Attachment B;
  - 2.5.2 The current annual County Budget for the CVSO Program, a sample of which is attached and incorporated into this grant agreement as Attachment C; and
  - 2.5.3 A County Board Resolution, a sample of which is attached and incorporated into this grant agreement as Attachment D.
- 2.6 If at any time during administering the grant, a personal or professional conflict of interest situation becomes apparent, the Grantee shall disclose that conflict immediately to the State Authorized Representative in writing as provided for in the MDVA Grants Manual (Rev. 6), Attachment B, to determine if corrective action is necessary.
- 2.7 Upon the conclusion of this Project, the Grantee must close out the grant as specified in the MDVA Grants Manual (Rev. 6), Attachment B to the satisfaction of the State, in order to account for all grant funds expended. Grantees must document expenditures using the CVSO Budget Expenditure Spreadsheet, Attachment E, in Excel format, a sample of which is attached and incorporated into this grant agreement. Grant expense supporting documentation (e.g. invoices and receipts) must be retained on-file and must be made available to the State Authorized Representative upon request.
- 2.8 In the event that any provision of the Grantee's charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.
- 2.9 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grant Manual (Rev. 6), Attachment B, including a final inspection upon grant completion.

### 3. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

### 4. Consideration and Payment

4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1 **Compensation.** The Grantee will be paid an Advanced Payment lump sum of **\$TOTAL\_DOLLARS»** and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A.

4.1.2 **Travel Expenses.** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The total travel budget may comprise all or a portion of the Total Obligation. The Grantee will report all travel-related expense on the Travel Log (as provided in the MDVA Grant Manual (Rev. 6), Attachment B) in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Travel and subsistence expenses incurred outside Minnesota is allowed, when necessary for the accomplishment of routine tasks (e.g. transporting Veterans to medical appointments, attending conferences etc.) related to the CVSO work.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$«FY2020\_TOTAL\_DOLLARS», (DOLLARS\_SPELLLED\_OUT» DOLLARS.)**

#### 4.2 Payment

4.2.1 **Invoices.** The State will promptly pay the Grantee an Advance Payment lump sum payment upon execution of this grant agreement.

4.2.2 **Eligible Costs.** In order to be eligible for grant funds, costs must be reasonable, necessary, and allocated to the grant, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant Minnesota Statutes §197.608, as amended by Minnesota Laws 2019 1<sup>st</sup> Special Session, Chapter 10, Article 1, Section 37, Subdivision 2 and this grant agreement.

4.2.3 **Unexpended Funds.** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's duties, and shall promptly return to the MDVA any funds greater than \$25.00 not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 20 business days of the end of the grant period, whichever comes first.

#### 4.3 Contracting and Bidding Requirements.

4.3.1 Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

4.3.2 Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

- 4.3.3 Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- 4.3.4 The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
  - Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
  - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
- 4.3.5 The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- 4.3.6 The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- 4.3.7 Notwithstanding 4.3.1 – 4.3.4., the State may waive bidding process requirements when:
- 4.3.7.1 Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; and
- 4.3.7.2 It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- 4.3.8 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- 4.3.9 The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>
- 4.3.10 The Grantee will record all contract and bidding quotes according to the bidding threshold specified above on the Contract and Bidding Log Sheet, as provided in the MDVA Grants Manual (Rev. 6), Attachment B, and submit this record with the Final Report (as applicable).

## 5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment, or will return payment already received, for work found by the State to be **unsatisfactory** or performed in violation of federal, state, or local law. The Grantee will be bound by the MDVA Grant Manual, (Rev. 6), Attachment B, as provided by the State.

## 6. Authorized Representative

The State's Authorized Representative is **Liz Kelly**, Grants Specialist, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12<sup>th</sup> Street, St. Paul, Minnesota 55155, 651-201-8225, [liz.kelly@state.mn.us](mailto:liz.kelly@state.mn.us) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement.

The Grantee's Authorized Representative is «FName» «LName», CVSO, «County» County, «ADD1», «ADD2», «City», «State», «Zip», «Business\_Phone», «Email», or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

## 7. Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State and a fully executed assignment agreement executed by the same parties who executed and approved this grant agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

## 8. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

## 9. State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## 10. Government Data Practices and Intellectual Property

10.1 **Definitions.** For the purpose of this Section, the following words and phrases have the assigned definitions:

10.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Contract.

- 10.1.2 “Pre-Existing Intellectual Property” means intellectual property developed prior to or outside the scope of this Grant Agreement, and any derivatives of that intellectual property.
- 10.1.3 “Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “Works” includes Documents.
- 10.2 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee’s response to the request shall comply with applicable law.
- 10.3 **Intellectual Property Rights**
- 10.3.1 **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents *created and paid for under this grant agreement*. The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the works and documents.
- 10.3.2 **Obligations**
- 10.3.2.1 **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.
- 10.3.2.2 **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities.
- 10.3.2.3 **Indemnification.** Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property

rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

### **11. Copyright.**

The Grantee shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Grant Agreement.

### **12. Workers' Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

### **13. Publicity and Endorsement**

13.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the Minnesota Department of Veterans Affairs, and list MDVA as a Sponsor on the Grantee's website when practicable.

13.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

### **14. Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

### **15. Termination**

15.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee may be required to return to the MDVA any funds provided to Grantee in advance, determined on a pro rata basis from the date of termination.

15.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted

have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not commence the grant project within six (6) months of the effective date of this grant agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.

15.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant agreement if:

15.3.1 It does not obtain funding from the Minnesota Legislature;

15.3.2 Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

## 16. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15.*

Signed: \_\_\_\_\_

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

SWIFT Contract/PO No(s). \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**2. GRANTEE - «COUNTY» COUNTY**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

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

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

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

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

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

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



# Request for Board Action

BOARD MEETING DATE:  
August 4, 2020

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Kim Saterbak	REQUESTOR PHONE: 320-843-6108
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the Auditor to sign a joint powers agreement with the Secretary of State for the 2020 Primary and General Election	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Authorization by the Board of Commissions is required for Swift County to sign a legal agreement
BACKGROUND/JUSTIFICATION: This joint powers agreement will allow the Swift County Auditor to act as a Deputy Recount Official designated by the Secretary of State pursuant to Minnesota Rules 8235.0200 and will conduct a recount as necessary of the votes cast in the county and in any additional jurisdiction mutually agreed upon by the Auditor and the State, pursuant to the provisions of Minnesota Statutes and Minnesota Rules relating to recounts, the Minnesota 2020 Recount Guide, as well as, information provided during the Web streaming video transmission to counties to be provided on a date to be determined by State, and any other guidance provided to the Deputy Recount Official by State. The primary election recount will begin on August 21, 2020 and the general election recount will begin on November 30, 2020.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING: n/a
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Has not reviewed	RECOMMENDATIONS: <a href="#">Click here to enter text.</a>
COMMENTS: None	COMMENTS: None

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Office of the Secretary of State ("State") and the County Auditor of each of the Counties or the City Clerk of each of the cities listed in Appendix A. ("Governmental Unit").

**Recitals**

Under Minn. Stat. § 471.59, subd. 10, and Minnesota Rules, subpart 8235.0200 the State is empowered to engage such assistance as deemed necessary. The State is in need of election recount services for the automatic recount of votes pursuant to Minnesota Statutes, section 204C.35, subd. 1 for the 2020 general election, as necessary for state offices. The Governmental Unit represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** *November 1, 2020*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *December 31, 2020*, or until all obligations have been satisfactorily fulfilled, whichever occurs later.

**2 Agreement between the Parties**

The Governmental Unit will act as a Deputy Recount Official designated by the Secretary of State pursuant to Minnesota Rules, part 8235.0200 and will conduct a recount as necessary of the votes cast in the county in which the Governmental Unit is the County Auditor and in any additional jurisdiction mutually agreed upon by Governmental Unit and State, pursuant to the provisions of Minnesota Statutes and Minnesota Rules relating to recounts, the Minnesota Recount Guide, all of which are attached to this agreement as Appendices B, C and D, respectively, as well as the information provided during the Web streaming video transmission to counties to be provided on a date to be determined by State, and any other guidance provided to the Deputy Recount Official by State. Appendix A is the list of participating jurisdictions and it will be updated prior to the commencement of the recount to reflect all participating jurisdictions. The general election recount will begin on November 30, 2020 at 9:00 A.M., and recounts will continue until all ballots in the jurisdictions being counted by the Deputy Recount Official are counted or designated as challenged. In the event that an election contest is filed in any of these elections and the court takes jurisdiction, the State may cancel the relevant portion of this agreement immediately and without any further cause. State and Governmental Unit agree that this process will be completed on December 4, 2020 for any general election recount, unless civil litigation delays completion. The results of the recount, along with all explanatory notes and any ballots challenged by candidates in the election shall be securely forwarded and provided to the State by personal delivery or express courier for delivery to the State, at the expense of the State at the conclusion of the recount process in the county or city.

**3. Payment**

- a) **Compensation.** Governmental Unit will be paid four cents for each ballot handled in the course of any recount covered by this agreement, with a minimum payment of \$100 if a recount occurs in the Governmental Unit's jurisdiction. The Governmental Unit will submit a log of all ballots handled to State to verify the total.
- b) **Travel.** No travel expenses will be paid.

The total obligation of the State under this agreement will not exceed an aggregate of \$120,000 for all Governmental Units for the general election.

**4. Authorized Representatives**

The State's Authorized Representative is David Maeda, Director of Elections, 180 State Office Building, Saint Paul MN 55155, 651-556-0612, or his successor, and has the responsibility to monitor the Governmental Unit's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Governmental Unit's Authorized Representative is the County Auditor or municipal clerk who has signed the agreement.

## 5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Agreement Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

## 6. Liability

The Governmental Unit will indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement.

## 7. Termination

Either party may terminate this agreement upon thirty days' written notice to the other party. State may terminate this agreement immediately if no recounts are requested pursuant to law during the statutory request period.

## 8. E-Verify certification (In accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request.

## 9. State audits

Under Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the Governmental Unit relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## 10. Government data practices and intellectual property

**10.1 Government data practices.** The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

### 10.2 Intellectual property rights.

(a) Intellectual property rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Governmental Unit, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Governmental Unit, its employees, agents, or subcontractors, in the performance of this Agreement. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Governmental Unit upon completion or cancellation of this Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Governmental Unit assigns all right, title, and interest it may have in the works and the documents to the State. The Governmental Unit must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

(b) Obligations

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Governmental Unit, including its employees and subcontractors, in the performance of this Agreement, the Governmental Unit will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

(2) Representation. The Governmental Unit must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Governmental Unit nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Governmental Unit represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 6, the Governmental Unit will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Governmental Unit's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Governmental Unit will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Governmental Unit's or the State's opinion is likely to arise, the Governmental Unit must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

Signatures for this agreement are being obtained by the signing of counterparts. Each Contractor will sign signature block #2 and return the entire agreement document to [elections.dept@state.mn.us](mailto:elections.dept@state.mn.us), or to Elections Division, Office of the Secretary of State, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Blvd., Saint Paul MN 55155-1299.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: [Signature]  
Date: 7/8/2020

3. STATE AGENCY

By: [Signature]  
(with delegated authority)  
Title: Director of Elections  
Date: 7/15/20

SWIFT Contract No. 179655 SWIFT PO 3172

delegated to Materials Management Division

**2. GOVERNMENTAL UNIT**

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

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

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

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

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

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

**4. COMMISSIONER OF ADMINISTRATION**

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

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

**APPENDICES ATTACHED:**

**APPENDIX A – List of Participating Jurisdictions**

**APPENDIX B – Minnesota Statutes Relating to Recounts**

**APPENDIX C – Minnesota Rules Relating to Recounts**

**APPENDIX D – Minnesota Recount Guide**

## APPENDIX B – MINNESOTA STATUTES RELATING TO RECOUNTS

### **204C.35 FEDERAL, STATE, AND JUDICIAL RACES.**

Subdivision 1. **Publicly funded recounts.** (a) In a state primary when the difference between the votes cast for the candidates for nomination to:

(1) a state legislative office is less than one-half of one percent of the total number of votes counted for that nomination or is ten votes or less and the total number of votes cast for the nomination is 400 votes or less; or

(2) a statewide federal office, state constitutional office, statewide judicial office, congressional office, or district judicial office is less than one-quarter of one percent of the total number of votes counted for that nomination or is ten votes or less and the total number of votes cast for the nomination is 400 votes or less; and the difference determines the nomination, the canvassing board with responsibility for declaring the results for that office shall manually recount the vote upon receiving a written request from the candidate whose nomination is in question.

Immediately following the meeting of the board that has responsibility for canvassing the results of the nomination, the filing officer must notify the candidate that the candidate has the option to request a recount of the votes at no cost to the candidate. This written request must be received by the filing officer no later than 5:00 p.m. on the second day after the canvass of the primary for which the recount is being sought.

(b) In a state general election when the difference between the votes of a candidate who would otherwise be declared elected to:

(1) a state legislative office is less than one-half of one percent of the total number of votes counted for that office or is ten votes or less and the total number of votes cast for the office is 400 votes or less; or

(2) a statewide federal office, state constitutional office, statewide judicial office, congressional office, or district judicial office and the votes of any other candidate for that office is less than one-quarter of one percent of the total number of votes counted for that office or is ten votes or less if the total number of votes cast for the office is 400 votes or less, the canvassing board shall manually recount the votes upon receiving a written request from the candidate whose election is in question.

Immediately following the meeting of the board that has responsibility for canvassing the results of the general election, the filing officer must notify the candidate that the candidate has the option to request a recount of the votes at no cost to the candidate. This written request must be received by the filing officer no later than 5:00 p.m. on the second day after the canvass of the election for which the recount is being sought.

(c) A recount must not delay any other part of the canvass. The results of the recount must be certified by the canvassing board as soon as possible.

(d) Time for notice of a contest for an office which is recounted pursuant to this section shall begin to run upon certification of the results of the recount by the canvassing board.

Subd. 2. **Discretionary candidate recounts.** (a) A losing candidate whose name was on the ballot for nomination or election to a statewide federal office, state constitutional office, statewide judicial office, congressional office, state legislative office, or district judicial office may request a recount in a manner provided in this section at the candidate's own expense when the vote difference is greater than the difference required by this section. The votes shall be manually recounted as provided in this section if the candidate files a request during the time for filing notice of contest of the primary or election for which a recount is sought.

(b) The requesting candidate shall file with the filing officer a bond, cash, or surety in an amount set by the filing officer for the payment of the recount expenses. The requesting candidate is responsible for the following expenses: the compensation of the secretary of state, or designees, and any election judge, municipal clerk, county auditor, administrator, or other personnel who participate in the recount; necessary supplies and travel related to the recount; the compensation of the appropriate canvassing board and costs of preparing for the canvass of recount results; and any attorney fees incurred in connection with the recount by the governing body responsible for the recount.

(c) a discretionary recount of a primary must not delay delivery of the notice of nomination to the winning candidate under section 204C.32.

(d) The requesting candidate may provide the filing officer with a list of up to three precincts that are to be recounted first and may waive the balance of the recount after these precincts have been counted. If the candidate provides a list, the recount official must determine the expenses for those precincts in the manner provided by paragraph (b).

(e) The results of the recount must be certified by the canvassing board as soon as possible.

(f) If the winner of the race is changed by the optional recount, the cost of the recount must be paid by the jurisdiction conducting the recount.

(g) If a result of the vote counting in the manual recount is different from the result of the vote counting reported on election day by a margin greater than the standard for acceptable performance of voting systems provided in section 206.89, subdivision 4, the cost of the recount must be paid by the jurisdiction conducting the recount.

Subd. 3. **Scope of recount.** A recount conducted as provided in this section is limited in scope to the determination of the number of votes validly cast for the office to be recounted. Only the ballots cast in the election and the summary statements certified by the election judges may be considered in the recount process. Original ballots that have been duplicated under section 206.86, subdivision 5, are not within the scope of a recount and must not be examined except as provided by a court in an election contest under chapter 209.

Subd. 4. **Filing officer.** For the purpose of this section, the secretary of state is the filing officer for candidates for all federal offices and for state offices voted on in more than one county. The county auditor is the filing officer for state offices voted on in only one county.

**History:** 1981 c 29 art 5 s 35; 1981 c 187 s 1; 1983 c 253 s 17; 1989 c 291 art 1 s 14; 1990 c 486 s 1; 1993 c 68 s 1; 1998 c 254 art 2 s 24; 1Sp2001 c 10 art 18 s 28; 2004 c 293 art 2 s 27; 2008 c 336 s 2, 3; 2010 c 201 s 44, 45; 2013 c 131 art 2 s 37, 38; 2015 c 70 art 1 s 42, 43

## NOTES AND DECISIONS

### 204C.35

During automatic administrative recount, absent a voluntary agreement between local election officials and two candidates for seat in United States Senate that absentee ballots had been rejected in error and that the absentee-ballot envelopes should be opened and the ballots should be counted, resolution of whether the absentee ballots were rejected in error would have to await an election contest proceeding. *Coleman v. Ritchie*, 759 N.W. 2d 47 (Minn. 2009).

A manual administrative recount, which is necessary when the margin of victory in an election is less than one-half of one percent, is intended to ensure that the votes cast in the election were accurately counted. *Coleman v. Ritchie*, 759 N.W.2d 47 (Minn. 2009).

### 204C.36 RECOUNTS IN COUNTY, SCHOOL DISTRICT, AND MUNICIPAL ELECTIONS.

Subdivision 1. **Publicly funded recounts.** (a) Except as provided in paragraphs (b) and (c), a losing candidate for nomination or election to a county, municipal, or school district office may request a recount of the votes cast for the nomination or election to that office if the difference between the vote cast for that candidate and for a winning candidate for nomination or election is less than one-quarter of one percent of the total votes counted for that office. In case of offices where two or more seats are being filled from among all the candidates for the office, the one-quarter of one percent difference is between the elected candidate with the fewest votes and the candidate with the most votes from among the candidates who were not elected.

(b) A losing candidate for nomination or election to a county, municipal, or school district office may request a recount of the votes cast for nomination or election to that office if the difference between the votes cast for that candidate and for a winning candidate for nomination or election is less than one-half of one percent, and the total number of votes cast for the nomination or election of all candidates is more than 400 but less than 50,000. In cases of offices where two or more seats are being filled from among all the candidates for the office, the one-half of one percent difference is between the elected candidate with the fewest votes and the candidate with the most votes from among the candidates who were not elected.

(c) A losing candidate for nomination or election to a county, municipal, or school district office may request a recount of the votes cast for nomination or election to that office if the difference between the vote cast for that candidate and for a winning candidate for nomination or election is ten votes or less, and the total number of votes cast for the nomination or election of all candidates is no more than 400. In cases of offices where two or more seats are being filled from among all the candidates for the office, the ten vote difference is between the elected candidate with the fewest votes and the candidate with the most votes from among the candidates who were not elected.

(d) Candidates for county offices shall file a written request for the recount with the county auditor. Candidates for municipal or school district offices shall file a written request with the municipal or school district clerk as appropriate. All requests shall be filed by 5:00 p.m. on the fifth day after the

canvass of a primary or special primary or by 5:00 p.m. on the seventh day of the canvass of a special or general election for which a recount is sought.

(e) Upon receipt of a request made pursuant to this section, the county auditor shall recount the votes for a county office at the expense of the county, the governing body of the municipality shall recount the votes for a municipal office at the expense of the municipality, and the school board of the school district shall recount the votes for a school district office at the expense of the school district.

**Subd. 2. Discretionary candidate recounts.** (a) A losing candidate for nomination or election to a county, municipal, or school district office may request a recount in the manner provided in this section at the candidate's own expense when the vote difference is greater than the difference required by subdivision 1, clauses (a) to (e). The votes shall be manually recounted as provided in this section if the requesting candidate files with the county auditor, municipal clerk, or school district clerk a bond, cash, or surety in an amount set by the governing body of the jurisdiction or the school board of the school district for the payment of the recount expenses.

(b) The requesting candidate may provide the filing officer with a list of up to three precincts that are to be recounted first and may waive the balance of the recount after these precincts have been counted. If the candidate provides a list the recount official must determine the expenses for those precincts in the manner provided by paragraph (b).

(c) A discretionary recount of a primary must not delay delivery of the notice of nomination to the winning candidate under section 204C.32.

(d) The results of the recount must be certified by the canvassing board as soon as possible.

(e) If the winner of the race is changed by the optional recount, the cost of the recount must be paid by the jurisdiction conducting the recount.

(f) If a result of the vote counting in the manual recount is different from the result of the vote counting reported on election day by a margin greater than the standard for acceptable performance of voting systems provided in section 206.89, subdivision 4, the cost of the recount must be paid by the jurisdiction conducting the recount.

**Subd. 3. Discretionary ballot question recounts.** A recount may be conducted for a ballot question when the difference between the votes for and the votes against the question is less than or equal to the difference provided in subdivision 1. A recount may be requested by any person eligible to vote on the ballot question. A written request for a recount must be filed with the filing officer of the county, municipality, or school district placing the question on the ballot and must be accompanied by a petition containing the signatures of 25 voters eligible to vote on the question. Upon receipt of a written request when the difference between the votes for and the votes against the question is less than or equal to the difference provided in subdivision 1, the county auditor shall recount the votes for a county question at the expense of the county, the governing body of the municipality shall recount the votes for a municipal question at the expense of the municipality, and the school board of the school district shall recount the votes for a school district question at the expense of the school district. If the difference between the votes for and the votes against the question is greater than the difference provided in subdivision 1, the person requesting the recount shall also file with the filing officer of the county, municipality, or school district a bond, cash, or surety in an amount set by the appropriate governing

body for the payment of recount expenses. The written request, petition, and any bond, cash, or surety required must be filed during the time for notice of contest for the election for which the recount is requested.

Subd. 4. **Expenses.** In the case of a question, a person, or a candidate requesting a discretionary recount, is responsible for the following expenses: the compensation of the secretary of state, or designees, and any election judge, municipal clerk, county auditor, administrator, or other personnel who participate in the recount; necessary supplies and travel related to the recount; the compensation of the appropriate canvassing board and costs of preparing for the canvass of recount results; and any attorney fees incurred in connection with the recount by the governing body responsible for the recount.

Subd. 5. **Notice of contest.** Time for notice of contest of a nomination or election to a county office which is recounted pursuant to this section shall begin to run upon certification of the results of the recount by the county canvassing board. Time for notice of contest of a nomination or election to a municipal office which is recounted pursuant to this section shall begin to run upon certification of the results by the governing body of the municipality. Time for notice of contest of a school district election that is recounted under this subdivision begins to run on certification of the results of the recount by the school board.

Subd. 6. **Scope of recount.** A recount conducted as provided in this section is limited in scope to the determination of the number of votes validly cast for the office or question to be recounted. Only the ballots cast in the election and the summary statements certified by the election judges may be considered in the recount process.

**History:** 1981 c 29 art 5 s 36; 1987 c 266 art 1 s 47; 1989 c 291 art 1 s 15; 1Sp2001 c 10 art 18 s 29,30; 2004 c 293 art 2 s 28; 2008 c 336 s 4; 2010 c 201 s 46, 47; 2013 c 131 art 2 s 39; 2015 c 70 art 1 s 44, 45

## NOTES AND DECISIONS

### 204C.36

Certificate of proper canvassing board declaring election result is prima facie evidence of result and places on contestant burden of showing that person declared elected did not receive majority of votes. *Kearin v. Roach*, 381 N.W. 2d 531 (Minn. Ct. App. 1986).

### 204C.361 RULES FOR RECOUNTS.

(a) The secretary of state shall adopt rules according to the Administrative Procedure Act establishing uniform recount procedures. All recounts provided for by sections 204C.35, 204C.36, and 206.88, shall be conducted in accordance with these rules.

(b) Notwithstanding Minnesota Rules, part 8235.0800, the requirement that ballots be recounted by precinct means that a recount official shall maintain the segregation of ballots by precinct but the recount official may recount more than one precinct at a time in physically separate locations within the room in which the recount is administered.

**History:** 1983 c 253 s 18; 1989 c 291 art 1 s 16; 1990 c 426 art 1 s 25; 2004 c 293 art 2 s 29

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Office of the Secretary of State ("State") and the County Auditor of each of the Counties or the City Clerk of each of the cities listed in Appendix A. ("Governmental Unit").

**Recitals**

Under Minn. Stat. § 471.59, subd. 10, and Minnesota Rules, subpart 8235.0200 the State is empowered to engage such assistance as deemed necessary. The State is in need of election recount services for the automatic recount of votes pursuant to Minnesota Statutes, section 204C.35, subd. 1 for the 2020 primary election, as necessary for state offices. The Governmental Unit represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** July 1, 2020, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** September 1, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs later.

**2 Agreement between the Parties**

The Governmental Unit will act as a Deputy Recount Official designated by the Secretary of State pursuant to Minnesota Rules, part 8235.0200 and will conduct a recount as necessary of the votes cast in the county in which the Governmental Unit is the County Auditor and in any additional jurisdiction mutually agreed upon by Governmental Unit and State, pursuant to the provisions of Minnesota Statutes and Minnesota Rules relating to recounts, the Minnesota Recount Guide, all of which are attached to this agreement as Appendices B, C and D, respectively, as well as the information provided during the Web streaming video transmission to counties to be provided on a date to be determined by State, and any other guidance provided to the Deputy Recount Official by State. Appendix A is the list of participating jurisdictions and it will be updated prior to the commencement of the recount to reflect all participating jurisdictions. The primary election recount will begin on August 21, 2020 at 9:00 A.M., and recounts will continue until all ballots in the jurisdictions being counted by the Deputy Recount Official are counted or designated as challenged. In the event that an election contest is filed in any of these elections and the court takes jurisdiction, the State may cancel the relevant portion of this agreement immediately and without any further cause. State and Governmental Unit agree that this process will be completed on August 25, 2020 for any primary election recount, unless civil litigation delays completion. The results of the recount, along with all explanatory notes and any ballots challenged by candidates in the election shall be securely forwarded and provided to the State by personal delivery or express courier for delivery to the State, at the expense of the State at the conclusion of the recount process in the county or city.

**3. Payment**

- a) **Compensation.** Governmental Unit will be paid four cents for each ballot handled in the course of any recount covered by this agreement, with a minimum payment of \$100 if a recount occurs in the Governmental Unit's jurisdiction. The Governmental Unit will submit a log of all ballots handled to State to verify the total.
- b) **Travel.** No travel expenses will be paid.

The total obligation of the State under this agreement will not exceed an aggregate of \$50,000 for all Governmental Units for the primary election.

**4. Authorized Representatives**

The State's Authorized Representative is David Maeda, Director of Elections, 180 State Office Building, Saint Paul MN 55155, 651-556-0612, or his successor, and has the responsibility to monitor the Governmental Unit's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Governmental Unit's Authorized Representative is the County Auditor or municipal clerk who has signed the agreement.

## 5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Agreement Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

## 6. Liability

The Governmental Unit will indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement.

## 7. Termination

Either party may terminate this agreement upon thirty days' written notice to the other party. State may terminate this agreement immediately if no recounts are requested pursuant to law during the statutory request period.

## 8. E-Verify certification (In accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request.

## 9. State audits

Under Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the Governmental Unit relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## 10. Government data practices and intellectual property

**10.1 Government data practices.** The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

**10.2 Intellectual property rights.**

(a) Intellectual property rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Governmental Unit, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Governmental Unit, its employees, agents, or subcontractors, in the performance of this Agreement. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Governmental Unit upon completion or cancellation of this Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Governmental Unit assigns all right, title, and interest it may have in the works and the documents to the State. The Governmental Unit must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

(b) Obligations

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Governmental Unit, including its employees and subcontractors, in the performance of this Agreement, the Governmental Unit will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

(2) Representation. The Governmental Unit must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Governmental Unit nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Governmental Unit represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 6, the Governmental Unit will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Governmental Unit's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Governmental Unit will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Governmental Unit's or the State's opinion is likely to arise, the Governmental Unit must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

Signatures for this agreement are being obtained by the signing of counterparts. Each Contractor will sign signature block #2 and return the entire agreement document to [elections.dept@state.mn.us](mailto:elections.dept@state.mn.us), or to Elections Division, Office of the Secretary of State, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Blvd., Saint Paul MN 55155-1299.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Jennifer Kury  
Date: 7/8/2020

3. STATE AGENCY

By: [Signature]  
(with delegated authority)  
Title: Director of Elections  
Date: 7/15/20

SWIFT Contract No. 179653 SWIFT PO 3171

**2. GOVERNMENTAL UNIT**

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

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

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

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

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

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

**4. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

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

**APPENDICES ATTACHED:**

**APPENDIX A – List of Participating Jurisdictions**

**APPENDIX B – Minnesota Statutes Relating to Recounts**

**APPENDIX C – Minnesota Rules Relating to Recounts**

**APPENDIX D – Minnesota Recount Guide**

County	Name of Deputy Recount Official	Title of Deputy Recount Official	Phone Number	Start Date	Start Time	Recount Address	Room Name or Number	Number of Teams
Aitkin	Kirk Peysar	County Auditor	218-927-7354	August 14th November 30th	9:00 AM	40 Club Convention Center 960 2nd Street NW Aitkin, MN	N/A	4-6
Anoka	Paul Linnell	Elections Manager	763-324-1304	August 14th November 30th	9:00 AM	Govt Center 2100 3 <sup>rd</sup> Ave S Anoka, MN	Atrium	10+
Becker	Mary E. Hendrickson	County Auditor-Treasurer	218-846-7311	August 14th November 30th	9:00 AM	Courthouse – Courts Addition 915 Lake Ave Detroit Lakes, MN	3 <sup>rd</sup> Floor Jury Assembly Room	3
Beltrami	JoDee Treat	County Auditor-Treasurer	218-333-4175	August 14th November 30th	9:00 AM	Admin Bldg 701 Minnesota Ave NE Bemidji, MN	County Board Room	10
Benton	Nadean Inman	County Auditor-Treasurer	320-968-5006	August 14th November 30th	9:00 AM	Govt Center 531 Dewey St Foley, MN	TBD	3
Big Stone	Michelle R. Knutson	County Auditor	320-839-6366	August 14th November 30th	9:00 AM	Courthouse 20 2nd St SE Ortonville, MN 56278	Commissioners' Room	1 or 2
Blue Earth	Michael Stalberger	Director Property and Environmental Resources	507-304-4341	August 14th November 30th	9:00 AM	Govt. Center 410 South Fifth St Mankato, MN	TBD	TBD
Brown	Jean Prochniak	County Auditor-Treasurer	507-233-6617	August 14th November 30th	9:00 AM	Brown County Courthouse 14 S State Street New Ulm, MN	LEC Training Center	9
Carlton	Kathryn Kortuem	Acting County Auditor-Treasurer	218.384.9127	November 30th	9:00 AM	Courthouse 301 Walnut Ave Carlton MN	Board Room	2
Carver	Kendra Olson	Interim Elections and Licensing Manager	952-361-1910	August 14th November 30th	9:00 AM	Govt Center 600 E 4th St Chaska, MN	Township Hall Conf Room	4

Cass	Pamela Smith	Elections Administrator	218-547-7295	August 14th November 30th	9:00 AM	Land Dept & Service Center 218 Washburn Ave E Backus, MN 56435	Land Dept Public Meeting Room	5
Chippewa	Michelle May	County Auditor-Treasurer	320-269-2642	August 14th November 30th	9:00 AM	Courthouse 629 North 11th St Montevideo, MN	Assembly Room	2
Chisago	Bridgitte Konrad	County Auditor-Treasurer	651-213-8500	August 14th November 30th	9:00 AM	Govt Center 313 N Main St Center City, MN	Rm 172	3
Clay	Lori J Johnson	County Auditor	218-299-5262	August 14th November 30th	9:00 AM	Courthouse 807 N 11th St Moorhead, MN	Board Room	4
Clearwater	Allen L. Paulson	County Auditor-Treasurer	218-694-6244	August 14th November 30th	9:00 AM	Courthouse 213 Main Ave N Bagley, MN	Not listed on survey	4-6
Cook	Braidy Powers	County Auditor-Treasurer	218-387-3646	August 14th November 30th	9:00 AM	Courthouse 411 W 2nd St Grand Marais, MN	Commissioner's Room	1 or 2
Cottonwood	Donna Torkelson	County Auditor-Treasurer	507-831-1342	August 14th November 30th	9:00 AM	Courthouse 900 3rd Ave Windom, MN	Room 5	TBD
Crow Wing	Deborah Erickson	Administrative Services Director	218-824-1049	August 14th November 30th	9:00 AM	Land Svcs Bldg 322 Laurel St Brainerd, MN	Lower Level Meeting Rooms 1 & 2	Up to 10
Dakota	Andy Lokken	Director, Electronis	651-438-4305	August 14th November 30th	9:00 AM	Admin Center 1590 Hwy 55 Hastings, MN	Conference 1F & Adjoining	~10
Dodge	Sara Marquardt	Accounting Services Director	507-635-6233	August 14th November 30 <sup>th</sup>	9:00 AM	Government Services Center 721 Main St N Mantorville, MN	Conference Room B	2 or 3
Douglas	Char Rosenow	County Auditor-Treasurer	320-762-3077	August 14th November 30 <sup>th</sup>	9:00 AM	Douglas County Courthouse 305 8 <sup>th</sup> Ave W Alexandria, MN 56308	Commissioners' Room	3

Faribault	John L. Thompson	County Auditor	507-526-6214	August 14th November 30th	9:00 AM	Courthouse 415 N Main Blue Earth, MN 56013	County Board Room	1
Fillmore	Heidi Jones	County Auditor-Treasurer	507-765-2661	August 14th November 30th	9:00 AM	Courthouse 101 Fillmore St E Preston, MN	Courtroom or Commissioner's Meeting Room	3
Freeborn	Pat Martinson	County Auditor-Treasurer	507-377-5122	August 14th November 30th	9:00 AM	Govt Center 411 Broadway Ave S Albert Lea, MN	Freeborn Room	6
Goodhue	Micki O'Keefe	Accountant II	651-385-3038	August 14th November 30th	9:00 AM	Govt Center 509 W 5th St Red Wing, MN	Third Floor	3 or 4
Grant	Chad Van Santen	County Auditor	218-685-8236	August 14th November 30th	9:00 AM	Courthouse 10 2nd St NE Elbow Lake, MN 56531	Courthouse Conference Room	1
Hennepin	Virginia Gelms	Elections Manager	612-348-9289	August 14th November 30th	9:00 AM	701 Building 701 4th Ave Minneapolis, MN	Suite 1800	Up to 40
Houston	Donna Trehus	County Auditor-Treasurer	507-725-5803	August 14th November 30th	9:00 AM	Courthouse 304 S Marshall St Caledonia, MN	Room B6	5
Hubbard	Kay Rave	County Auditor	218-732-2250	August 14th November 30th	9:00 AM	Courthouse 301 Court Ave Park Rapids, MN	Boardroom	3
Isanti	Chad Struss	County Auditor-Treasurer	763-689-8209	August 14th November 30th	9:00 AM	Govt Center 555 18th Ave SW Cambridge, MN	Board Room or Conference Room	2
Itasca	Jeff Walker	County Auditor-Treasurer	218-327-2849	August 14th November 30th	9:00 AM	Courthouse 123 NE 4th St Grand Rapids, MN	Boardroom	10
Jackson	Kevin Nordquist	County Auditor-Treasurer	507-847-2763	August 14th November 30th	9:00 AM	Courthouse 405 4th St Jackson, MN	County Attorney's Conference Room	2
Kanabec	Denise Snyder	County Auditor-Treasurer	320.679.6430	August 14th November 30th	9:00 AM	Courthouse 18 N Vine St Mora, MN 55051	Meeting Rooms 3 & 4	3

Kandiyohi	Mark Thompson	County Auditor-Treasurer	320-231-6202	August 14th November 30th	9:00 AM	County Office Bldg 400 Benson Ave SW Willmar, MN 56201	Basement Conference Room	3
Kittson	Debra Costin	Elections Administrator	218-843-2655	August 14th November 30th	9:00 AM	Courthouse 410 5th St S Hallock, MN	Meetign Rm #2	2
Koochiching	Thomas West	County Auditor-Treasurer	218-283-1112	August 14th November 30th	9:00 AM	Courthouse 715 4th St International Falls, MN	County Board Room	1
Lac qui Parle	Jacob Sieg	County Auditor-Treasurer	320-598-7261	August 14th November 30th	9:00 AM	County Annex 422 5th Ave Madison, MN 56256	TBD	2-3
Lake	Linda Libal	County Auditor-Treasurer	218-834-8316	August 14th November 30th	9:00 AM	Lake County Courthouse 601 3 <sup>rd</sup> Ave Two Harbors, MN 55616	(LEC)	3
Lake Of The Woods	Lorene Hanson	County Auditor	218-634-2836	August 14th November 30th	9:00 AM	Govt. Center 206 8th Ave SE Baudette, MN 56623	Court Room	2
Le Sueur	Carol Blaschko	Election Administrator	507-357-8223	August 14th November 30th	9:00 AM	Courthouse 88 S Park Ave LeCenter,, MN	TBD	2
Lincoln	Deb Vierhuf	County Auditor	507-694-1529	August 14th November 30th	9:00 AM	Courthouse 319 N Rebecca St Ivanhoe, MN 56142	Commissioners' Room	3 or 4
Lyon	E.J. Moberg	County Auditor-Treasurer	507-537-6724	August 14th November 30th	9:00 AM	Govt Center 607 W Main St Marshall, MN	TBD	3
McLeod	Connie Kurtzweg	Interim County Auditor-Treasurer	320-864-1203	August 14th November 30th	9:00 AM	North Complex 2391 Hennepin Ave N Glencoe, MN	Large Conference Room	3
Mahnomen	James Lee	County Auditor	218-935-5669	August 14th November 30th	9:00 AM	Courthouse 311 N Main St Mahnomen, MN	Board Meeting Room	2 or 3
Marshall	Scott Peters	County Auditor-Treasurer	218-745-4851	August 14th November 30th	9:00 AM	Courthouse 208 E Colvin Ave Warren, MN	Meeting Room 1	2
Martin	Jessica Korte	County Auditor-Treasurer	507-238-3272	August 14th November 30th	9:00 AM	LEC 201 Lake Ave Fairmont, MN	Meeting Room – Basement	2

Meeker	Barbara Loch	County Auditor	320-693-5217	August 14th November 30th	9:00 AM	Courthouse 325 Sibley Ave N Litchfield, MN	County Board Rm or Community Rm	2
Mille Lacs	Eric Bartusch	County Auditor-Treasurer	320-983-8310	August 14th November 30th	9:00 AM	Historic Courthouse 635 2nd St SE Milaca, MN	Conference Rm D	TBD
Morrison	Chelsey Robinson	County Auditor-Treasurer	320-632-0153	August 14th November 30th	9:00 AM	213 S.E. 1st Avenue Little Falls, MN 56345	County Board Room	3
Mower	Scott Felen	County Auditor-Treasurer	507-437-9457	August 14th November 30 <sup>th</sup>	9:00 AM	500 4 <sup>th</sup> Ave NE Austin, MN 55912		TBD
Murray	Heidi Winter	County Auditor-Treasurer	507-836-1152	August 14th November 30th	9:00 AM	Govt. Center 2500 28th St Slayton, MN 56172	Commissioners' Room	2
Nicollet	Jaci Kopet	Public Services Manager	507-934-7800	August 14th November 30th	9:00 AM	Govt Center 501 S Minnesota Ave St. Peter, MN	EOC Room	10
Nobles	Joyce Jacobs	County Auditor-Treasurer	507-295-5258	August 14th November 30th	9:00 AM	Govt Center 315 10th St Worthington, MN	Meeting Room 2	TBD
Norman	Donna Hanson	County Auditor-Treasurer	218-784-5471	August 14th November 30th	9:00 AM	Law Enforcement Center 15 2nd Ave E Ada, MN		3
Olmsted	Mark Krupski	Director of Property Records and Licensing	507-328-7663	August 14th November 30th	9:00 AM	2122 Campus Drive SE Rochester, MN 55904.	Riverview Suites B, C & D	13-15
Otter Tail	Wayne Stein	County Auditor-Treasurer	218 998-8041	August 14th November 30th	9:00 AM	Govt Svcs Center 510 Fir Ave W Fergus Falls. MN	County Board Room/Otter Tail Lake Room	8
Pennington	Jennifer Herzberg	County Auditor-Treasurer	218-683-7000	August 14th November 30th	9:00 AM	Courthouse 101 Main Ave N Thief River Falls, MN	Meeting Room	1 or 2
Pine	Kelly Schroeder	County Auditor-Treasurer	320-591-1670	August 14th November 30th	9:00 AM	Courthouse 635 Northridge Dr NW Pine City, MN	County Board Room	3 or 4

Pipestone	Tyler Reisch	County Auditor	507-825-6740	August 14th November 30th	9:00 AM	Courthouse 416 Hiawatha Ave S Pipestone, MN 56164	Community Room	2
Polk	Michelle M. Cote	Director of Property Records	218-281-2554	August 14th November 30th	9:00 AM	Govt Center 612 N Broadway Crookston, MN	Suite 213	4
Pope	Stephanie Rust	County Auditor-Treasurer	320-634-7706	August 14th November 30th	9:00 AM	Courthouse 130 E Minnesota Ave Glenwood, MN 56334	Community Room	1 or 2
Ramsey	David Triplett	Elections Manager	651-266-2206	August 14th November 30th	9:00 AM	Ramsey County Plato Bldg 90 W Plato Blvd St. Paul, MN	1 <sup>st</sup> Floor Conference Room	10-12
Red Lake	Robert Schmitz	County Auditor	218-253-2598	August 14th November 30th	9:00 AM	Courthouse 124 Langevin Ave Red Lake Falls, MN	County Board Room	2
Redwood	Jean Price	County Auditor-Treasurer	507-637-4013	August 14th November 30th	9:00 AM	Govt. Center 403 S Mill St Redwood Falls, MN	County Board Room	1
Renville	Marc Iverson	County Auditor-Treasurer	320-523-3621	August 14th November 30th	9:00 AM	Courthouse 500 E DePue Ave Olivia, MN 56277	Jury Room 2 <sup>nd</sup> Floor	3
Rice	Denise Anderson	County Auditor-Treasurer	507-332-6104	August 14th November 30th	9:00 AM	Govt Svcs Bldg 320 NW 3rd St Faribault, MN	County Board Room	6
Rock	Ashley Kurtz	County Auditor-Treasurer	507-283-5060	August 14th November 30th	9:00 AM	Courthouse 204 E Brown St Luverne, MN 56156	Herreid Board Room	2
Roseau	Martha Monsrud	County Auditor	218-463-1282	August 14th November 30th	9:00 AM	Courthouse 606 5th Ave SW Roseau, MN	Rm 160	2
St. Louis	Nancy Nilsen	County Auditor	218-726-2385	August 14th November 30th	9:00 AM	Courthouse 100 N 5th Ave W Duluth, MN	200 – County Board Room	5

Scott	Cynthia Geis	Property & Customer Services Director	952-496-8560	August 14th November 30th	9:00 AM	Scott County Law Enforcement Center 301 Fuller St S Shakopee, MN	LA241/LA241	9-10
Sherburne	Diane Arnold	County Auditor-Treasurer	763-765-4363	August 14th November 30th	9:00 AM	Govt Center 13880 Business Center Dr NW Elk River, MN	County Board Room for Primary Maple Room A & B for General	Up to 6 teams
Sibley	Marilee Peterson	County Auditor	507-237-4070	August 14th November 30th	9:00 AM	Courthouse 400 Court Ave Gaylord, MN	Courthouse Annex Basement	3
Stearns	Dave Walz	Elections Director	320-656-3939	August 14th November 30 <sup>th</sup>	9:00 AM	Stearns County Admin Center 705 Courthouse Square St. Cloud, MN	County Board Room	5
Steele	Laura Ihrke	County Auditor	507-444-7414	August 14th November 30th	9:00 AM	Admin Center 630 Florence Ave Owatonna, MN	County Board Room	6
Stevens	Stephanie Buss	County Auditor-Treasurer	320-208-6570	August 14th November 30th	9:00 AM	Courthouse 400 Colorado Ave Morris, MN	TBD	2
Swift	Kim Saterbak	County Auditor	320-843-6108	August 14th November 30th	9:00 AM	Courthouse 301 14th St N Benson, MN	Commissioner's Room	1
Todd	Denise Gaida	County Auditor-Treasurer	320-732-4414	August 14th November 30th	9:00 AM	Todd County Courthouse 215 1 <sup>st</sup> Ave S Long Prairie, MN		
Traverse	Kit Johnson	County Auditor-Treasurer	320-563-7740	August 14th November 30th	9:00 AM	Courthouse Annex 702 2nd Ave N Wheaton, MN	Commissioner's Boardroom	1
Wabasha	Brian Buhmann	County Auditor-Treasurer	651-565-2648	August 14th November 30th	9:00 AM	Courthouse 625 Jefferson Ave Wabasha, MN	Commissioners' Room	4

Wadena	Heather Olson	County Auditor-Treasurer	218-631-7784	August 14th November 30th	9:00 AM	Courthouse 415 Jefferson St S Wadena, MN	Multi-purpose room – lower level	2-4
Waseca	Tammy Spooner	County Auditor-Treasurer	507-835-0616	August 14th November 30 <sup>th</sup>	9:00 AM	Courthouse 307 N State St Waseca, MN 56093	Jury Room	2
Washington	Steve Gransee	Division Manager, Taxpayer Services	651-430-8272	August 14th November 30 <sup>th</sup>	9:00 AM	Govt. Center 14949 62nd St N Stillwater, MN	Conference Room LL14	10
Watonwan	Kelly Pauling	County Auditor	507-375-2500	August 27 <sup>th</sup> November 30 <sup>th</sup>	9:00 AM	Courthouse 710 2nd Ave S St. James, MN	Watonwan Room	1
Wilkin	Janelle Krump	County Auditor-Treasurer	218-643-7165	August 14th November 30th	9:00 AM	Wilkin County Courthouse 300 5 <sup>th</sup> St S Breckenridge, MN	Courtroom	5
Winona	Sandra Suchla	County Auditor-Treasurer	507-457-6349	August 14th November 30th	9:00 AM	Govt Center 177 Main St Winona, MN	Room 203	6
Wright	Robert Hiivala	County Auditor-Treasurer	763-682-7579	August 14th November 30th	9:00 AM	Courthouse 10 2nd St NW Buffalo, MN	County Board Room or Community Room 120A	TBD
Yellow Medicine	Janel Timm	Property & Public Svcs Director	320-564-3132	August 14th November 30th	9:00 AM	YMC Government Center 180 8 <sup>th</sup> Ave Granite Falls, MN	Board Room	2

## APPENDIX C – MINNESOTA RULES RELATED TO RECOUNTS

### **8235.0200 RECOUNTS.**

This chapter establishes procedures for the conduct of all publicly funded and discretionary recounts provided for in Minnesota Statutes, sections 204C.35 and 204C.36. The secretary of state or secretary of state's designee is the recount official for recounts conducted by the State Canvassing Board. The county auditor or auditor's designee is the recount official for recounts conducted by the county canvassing board. The county auditor or auditor's designee shall conduct recounts for county offices. The municipal clerk or clerk's designee is the recount official for recounts conducted by the municipal governing body. The school district clerk or clerk's designee is the recount official for recounts conducted by the school board, or by a school district canvassing board as provided in Minnesota Statutes, section 205A.10, subdivision 5. A recount official may delegate the duty to conduct a recount to a county auditor or municipal clerk by mutual consent. When the person who would otherwise serve as recount official is a candidate or is the spouse, child, parent, grandparent, grandchild, stepparent, stepchild, sibling, half-sibling, or stepsibling of a candidate for the office to be recounted, the appropriate canvassing board shall select a county auditor or municipal clerk from another jurisdiction to conduct the recount. "Legal adviser" means counsel to the recount official and the canvassing board for the office being recounted. The scope of a publicly funded or discretionary recount is limited to the recount of the ballots cast and the declaration of the person nominated or elected. The ballots in the envelope labeled "Original ballots from which duplicates are to be or were made" are not within the scope of the recount and this envelope must not be opened during the recount.

**Statutory Authority:** *MS s 204C.361*

**History:** *8 SR 1348; 12 SR 2215; 17 SR 8; 34 SR 1561; 38 SR 1368*

### **8235.0300 NOTICE.**

Within 24 hours after determining that an automatic recount is required or within 48 hours of receipt of a written request for a recount and filing of a security deposit if one is required, the official in charge of the recount shall send notice to the candidates for the office to be recounted and the county auditor of each county wholly or partially within the election district. The notice must include the date, starting time, and location of the recount, the office to be recounted, and the name of the official performing the recount. The notice must state that the recount is open to the public, and in case of an automatic recount, that the losing candidate may waive the recount.

**Statutory Authority:** *MS s 204C.361*

**History:** *8 SR 1348; 19 SR 593; 38 SR 1368*

### **8235.0400 SECURING BALLOTS AND MATERIALS.**

The official who has custody of the voted ballots is responsible for keeping secure all election materials. Registration cards of voters who registered on election day may be processed as required by part 8200.2700. All other election materials must be kept secure by precinct as returned by the election judges until all recounts have been completed and until the time for contest of election has expired.

**Statutory Authority:** *MS s 204C.361*

**History:** *8 SR 1348; 34 SR 1561*

### **8235.0600 FACILITIES AND EQUIPMENT.**

All recounts must be accessible to the public. In a multicounty recount the secretary of state may locate the recount in one or more of the election jurisdictions or at the site of the canvassing board. Each election jurisdiction where a recount is conducted shall make available without charge to the recount official or body conducting the recount adequate accessible space and all necessary equipment and facilities.

**Statutory Authority:** *MS s 204C.361*

**History:** *8 SR 1348; 34 SR 1561*

### **8235.0700 GENERAL PROCEDURES.**

At the opening of a recount the recount official or legal adviser shall present the procedures contained in this rule for the recount. The custodian of the ballots shall make available to the recount official the precinct summary statements, the precinct boxes or the sealed containers of voted ballots, and any other election materials requested by the recount official. If the recount official needs to leave the room for any reason, the recount official must designate a deputy recount official to preside during the recount official's absence. A recount official must be in the room at all times. The containers of voted ballots must be unsealed and resealed within public view. No ballots or election materials may be handled by candidates, their representatives, or members of the public. There must be an area of the room from which the public may observe the recount. Cell phones and video cameras may be used in this public viewing area, as long as their use is not disruptive. The recount official shall arrange the counting of the ballots so that the candidates and their representatives may observe the ballots as they are recounted. Candidates may each have one representative observe the sorting of each precinct. One additional representative per candidate may observe the ballots when they have been sorted and are being counted pursuant to part 8235.0800, subpart 2. Candidates may have additional representatives in the public viewing area of the room. If other election materials are handled or examined by the recount officials, the candidates and their representatives may observe them. The recount official shall ensure that public observation does not interfere with the counting of the ballots. The recount official shall prepare a summary of the recount vote by precinct.

**Statutory Authority:** *MS s 204C.361*

**History:** 8 SR 1348; 34 SR 1561

### **8235.0800 COUNTING AND CHALLENGING BALLOTS.**

Subpart 1. **Breaks in counting process.** Recount officials may not take a break for a meal or for the day prior to the completion of the sorting, counting, review, and labeling of challenges, and secure storage of the ballots for any precinct. All challenged ballots must be stored securely during breaks in the counting process.

Subp.2. **Sorting ballots.** Ballots must be recounted by precinct. The recount official shall open the sealed container of ballots and recount them in accordance with Minnesota Statutes, section 204C.22. The recount official must review each ballot and sort the ballots into piles based upon the recount official's determination as to which candidate, if any, the voter intended to vote for: one pile for each candidate that is the subject of the recount and one pile for all other ballots (those for other candidates, overvotes, undervotes, etc.). During the sorting, a candidate or candidate's representative may challenge the ballot if he or she disagrees with the recount official's determination of for whom the ballot should be counted and whether there are identifying marks on the ballot. At a recount of a ballot question, the manner in which a ballot is counted may be challenged by the person who requested the recount or that person's representative. Challenges may not be automatic or frivolous and the challenger must state the basis for the challenge pursuant to Minnesota Statutes, section 204C.22. Challenged ballots must be placed into separate piles, one for ballots challenged by each candidate. A challenge is frivolous if it is based upon an alleged identifying mark other than a signature or an identification number written anywhere on the ballot or a name written on the ballot completely outside of the space for the name of a write-in candidate.

Subp. 3. **Counting ballots.** Once ballots have been sorted, the recount officials must count the piles using the stacking method described in Minnesota Statutes, section 204C.21. A candidate or candidate's representative may immediately request to have a pile of 25 counted a second time if there is not agreement as to the number of votes in the pile.

Subp. 4. **Reviewing and labeling challenged ballots.** After the ballots from a precinct have been counted, the recount official may review the challenged ballots with the candidate or the candidate representative. The candidate representative may choose to withdraw any challenges previously made. The precinct name, the reason for the challenge, and the name of the person challenging the ballot (or the candidate that person represents), and a sequential number must be marked on the back of each remaining challenged ballot before it is placed in an envelope marked "Challenged Ballots." After the count of votes for the precinct has been determined, all ballots except the challenged ballots must be resealed in the ballot envelopes and returned with the other election materials to the custodian of the ballots. The recount official may make copies of the challenged ballots. After the count of votes for all precincts has been determined during that day of counting, the challenged ballot envelope must be sealed and kept secure for presentation to the canvassing board.

**Statutory Authority:** *MS s 204C.361*

**History:** 8 SR 1348; 17 SR 8; 34 SR 1561

**8235.1100 CANVASSING BOARD.**

The recount official shall present the summary statement of the recount and any challenged ballots to the canvassing board. The candidate or candidate representative who made the challenge may present the basis for the challenge to the canvassing board. The canvassing board shall rule on the challenged ballots and incorporate the results into the summary statement. The canvassing board shall certify the results of the recount. Challenged ballots must be returned to the election official who has custody of the ballots.

**Statutory Authority:** *MS s 204C.361*

**History:** *8 SR 1348*

**8235.1200 SECURITY DEPOSIT.**

When a bond, cash, or surety for recount expenses is required by Minnesota Statutes, section 204C.35 or 204C.36, the governing body or recount official shall set the amount of security deposit at an amount which will cover expected recount expenses. In multicounty districts, the secretary of state shall set the amount taking into consideration the expenses of the election jurisdictions in the district and the expenses of the secretary of state. The security deposit must be filed during the period for requesting a discretionary recount. In determining the expenses of the recount, only the actual recount expenditures incurred by the recount official and the election jurisdiction in conducting the recount may be included. General office and operating costs may not be taken into account.

**Statutory Authority:** *MS s 204C.361*

**History:** *8 SR 1348; 38 SR 1368*



# Request for Board Action

BOARD MEETING DATE:  
August 4, 2020

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Amanda Ness	REQUESTOR PHONE: 320-314-8321
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Request approval of the appointment of a Highway Maintenance Worker III at Step 2	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: Management offered the position of a full-time Maintenance Worker III to Levi Berge who has experience in job specific duties such as blading, plowing, ditch mowing, and shoulder disking. They feel that he would be able to fill the role with little training based on his past work experience. Recognizing this experience, the Personnel Committee is recommending starting him at Grade 10, Step 2.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	N/A

### Budget Information

FUNDING: Funding for this position is included in the 2020 Budget.
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: none



# Request for Board Action

BOARD MEETING DATE:  
August 4, 2020

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Amanda Ness	REQUESTOR PHONE: 320-314-8321
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Request approval of the addition of one Maintenance Worker III position in Environmental Services	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: Management at Environmental Services is requesting the addition of one Maintenance Worker III position in their department due to several factors. With recycling up 38% and the quality being poorer, garbage up 33%, DAC clients unable to work during the pandemic, the lack of sentence-to-serve workers and the two summer employees being done soon they don't foresee the current staff being able to keep up to the demands that have been increasing in their facility. Their projections also do not show a slowdown anytime in the future so they believe now is the time to add this position. The Personnel Committee is recommending the addition of the position.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	N/A

### Budget Information

FUNDING:
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: none



# Request for Board Action

BOARD MEETING DATE:  
August 4, 2020

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Kim Saterbak	REQUESTOR PHONE: 320-843-6108
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving the purchase a tax-forfeited property by the City of Appleton	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Tax-Forfeited Property must be approved by the Board of Commissioners
BACKGROUND/JUSTIFICATION: Parcel #22-0921-000 was tax-forfeited to the State of Minnesota for lack of payment of the property taxes in 2019. The City of Appleton has offered to purchase this parcel for \$10,000 plus fees. This parcel had an estimated market value of \$29,700 for 2020. After the County Assessor and I walked through the building, we would consider the offer made by the City of Appleton more reflective of the current market based on the condition of the building.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING: n/a
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: None	COMMENTS: None

July 29, 2020

City of Appleton  
Appleton, MN 56208

Below is the detailed breakdown of the cost associated with the purchase of tax forfeiture parcel #22-0921-000 located at 831 North Munsterman Street, Appleton, Minnesota:

Purchase Price	\$ 10,000.00
State Deed Tax	\$ 33.00
State Deed Fee	\$ 25.00
Recording Fee	<u>\$ 46.00</u>
	\$ 10,104.00 Total Purchase Price

Please give me a call if you have questions or concerns.

Sincerely,

Kimberly Saterbak  
County Auditor



# City of Appleton

OFFICE OF THE CITY ADMINISTRATOR  
323 W Schlieman Ave | Appleton, MN 56208  
[cityadministrator@appletonmn.org](mailto:cityadministrator@appletonmn.org) | 320-289-1363

July 27<sup>th</sup>, 2020

TO: SWIFT County Board of Commissioners

The City of Appleton is requesting the opportunity to purchase the tax forfeiture property listed as:

**Legal Description:**

PT NE1/4 Of NE1/4 Beg At A PT 100 FT W

85 FT S Of The SW Cor Of Blk 3, Knutson's 1ST Addn;  
Thence S 145 FT; Thence W 150 FT Thence N 145 FT;  
Thence E 150 FT TO The PT of Beg

Original Town  
City of Appleton  
22-0921-000

**Physical Address:**

831 N Munsterman Avenue,  
Appleton, MN 56208

The City of Appleton is offering to pay \$10,000.00 plus associated fees for this property.

Sincerely,

Willie Morales, M.P.P  
Appleton City Administrator

1st Avenue North

15

14

2

3

1

4

4

5

6

6

7



# Request for Board Action

BOARD MEETING DATE:  
August 4, 2020

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Kim Saterbak	REQUESTOR PHONE: 320-843-6108
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review of the 2nd Quarter 2020 financial information	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: The 2nd quarter financial information, with comparison to prior year amounts will be presented for the Boards review.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

### Budget Information

FUNDING: n/a
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: None	COMMENTS: None

**Summary of Funds**  
**Actual & Budget Comparison**  
**As of 06/30/2020**

	Budget	Actual	Difference	
			\$	%
<b>Revenue Funds:</b>				
General	8,212,517	4,165,859	(4,046,658)	51%
Solid Waste/Environmental	1,193,650	539,889	(653,761)	45%
Road & Bridge	7,693,316	6,042,907	(1,650,409)	79%
Human Services	5,859,050	2,672,503	(3,186,547)	46%
Debt Service	893,404	206,644	(686,760)	23%
	<b>23,851,937</b>	<b>13,627,802</b>	<b>(10,224,135)</b>	<b>57%</b>
<b>Expenditures:</b>				
General	8,154,836	3,851,419	(4,303,417)	47%
Solid Waste/Environmental	1,371,580	487,409	(884,171)	36%
Road & Bridge	7,680,030	2,702,624	(4,977,406)	35%
Human Services	5,828,139	2,497,166	(3,330,973)	43%
Debt Service	901,577	707,539	(194,038)	78%
	<b>23,936,162</b>	<b>10,246,157</b>	<b>(13,690,005)</b>	<b>43%</b>
<b>Change in Fund Balance</b>	<b>(84,225)</b>	<b>3,381,645</b>	<b>3,465,870</b>	

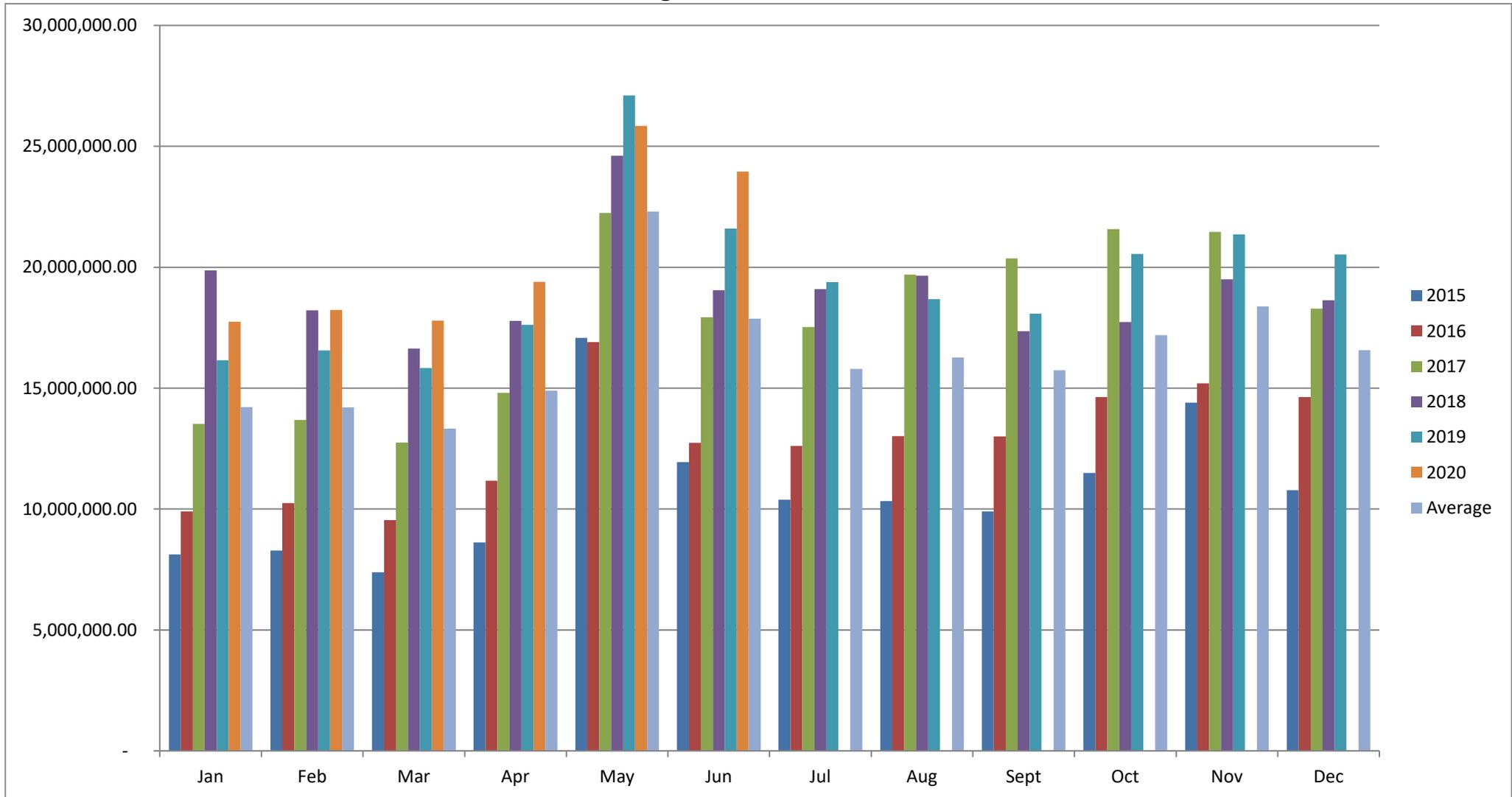
\*\*\* (designates deficit or under budget)

Ending Cash Balance Summary	As of June 30					
	2020	2019	2018	2017	2016	2015
Cash and Bank Accounts	23,949,937	21,598,992	19,047,549	22,248,273	12,743,355	11,941,321
<b>Loan Receivable - General Fund Summary</b>						
SCBH	\$ 1,341,828	\$ 1,435,387	\$ 1,527,095	\$ 1,616,988	\$ 1,705,103	\$ 1,791,475
CNH Loan #1	\$ -	\$ -	\$ -	\$ -	\$ 154,633	\$ 462,472
CNH Loan #2	\$ -	\$ 13,664	\$ 73,588	\$ 132,482	\$ 190,363	\$ 247,248
<b>County Indebtedness</b>						
Fed-Tel Bond (2016A)	\$ 6,845,000	\$ 7,165,000	\$ 7,475,000	\$ 7,805,000	\$ 7,805,000	\$ -
Capital Improvement Bond (2017A)	\$ 4,575,000	\$ 4,780,000	\$ 4,980,000	\$ 5,105,000	\$ -	\$ -

**Swift County**  
**Ending Monthly Cash & Investment Balances**  
**For Years 2014 - 2019**

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>Average</b>
Jan	8,124,654.99	9,900,385.09	13,522,029.47	19,870,320.76	16,148,408.15	17,743,130.83	<b>14,218,154.88</b>
Feb	8,286,916.58	10,243,579.95	13,688,894.26	18,221,944.32	16,556,427.50	18,229,647.20	<b>14,204,568.30</b>
Mar	7,379,372.97	9,543,886.70	12,749,158.12	16,640,315.01	15,833,071.66	17,795,936.42	<b>13,323,623.48</b>
Apr	8,622,744.15	11,164,294.48	14,804,082.02	17,784,746.64	17,620,981.86	19,398,795.74	<b>14,899,274.15</b>
May	17,081,775.38	16,907,470.25	22,248,272.52	24,609,305.58	27,102,115.96	25,842,587.12	<b>22,298,587.80</b>
Jun	11,941,321.49	12,743,355.11	17,929,271.31	19,047,548.56	21,598,991.70	23,949,937.23	<b>17,868,404.23</b>
Jul	10,389,747.38	12,614,028.49	17,522,213.00	19,090,747.34	19,383,422.44		<b>15,800,031.73</b>
Aug	10,326,014.47	13,018,957.48	19,696,930.31	19,643,285.25	18,677,154.67		<b>16,272,468.44</b>
Sept	9,905,758.49	13,006,812.74	20,366,783.55	17,352,408.31	18,083,442.95		<b>15,743,041.21</b>
Oct	11,490,363.82	14,625,844.94	21,570,923.70	17,737,408.31	20,545,989.60		<b>17,194,106.07</b>
Nov	14,399,336.67	15,196,967.44	21,462,351.52	19,494,725.72	21,357,099.94		<b>18,382,096.26</b>
Dec	10,777,926.27	14,635,829.40	18,292,501.30	18,628,770.02	20,525,837.00		<b>16,572,172.80</b>
<b>Average</b>	<b>10,727,161.06</b>	<b>12,800,117.67</b>	<b>17,821,117.59</b>	<b>19,010,127.15</b>	<b>19,452,745.29</b>	<b>20,493,339.09</b>	<b>16,398,044.11</b>

**Swift County**  
**Average Compared to Actual Monthly Cash & Investment Balances**  
**For Months Ending June 30, 2015 thru June 30, 2020**



**SWIFT COUNTY  
BUDGET TO ACTUAL COMPARISON - As of June 30, 2019 and 2018**

Fund	Department	Expense	Revenue	Current Year						Prior Year						
				Expenses			Revenue			Expenses			Revenue			
				Budget	Actual	%	Budget	Actual	%	Budget	Actual	%	Budget	Actual	%	
01	003	General Government	The full funding of the H.S.A./VEBA expense is begin recognized in the department. Is consistant with prior year amounts.	Consistent with prior year	\$ 33,498	\$ 371,646	0.00%	\$ 7,255,955	\$ 3,745,092	51.61%	\$ 33,498	\$ 388,137	0.00%	\$ 6,797,016	\$ 3,521,418	51.81%
	5	Board of Commissioners			\$ 233,993	\$ 113,152	48.36%	\$ -	\$ -	0.00%	\$ 232,857	\$ 112,585	48.35%	\$ -	\$ -	0.00%
01	021	Law Library			\$ 15,000	\$ 8,642	57.61%	\$ 14,000	\$ 6,655	47.54%	\$ 18,800	\$ 6,042	32.14%	\$ 14,000	\$ 6,615	47.25%
	31	County Administrator			\$ 309,861	\$ 115,645	37.32%	\$ -	\$ 500	0.00%	\$ 292,732	\$ 143,137	48.90%	\$ -	\$ -	0.00%
	40	County Auditor			\$ 231,018	\$ 101,244	43.83%	\$ 25,000	\$ -	0.00%	\$ 213,718	\$ 112,977	52.86%	\$ 25,000	\$ -	0.00%
	41	County Treasurer			\$ 221,041	\$ 103,229	46.70%	\$ 15,500	\$ 10,491	67.68%	\$ 218,069	\$ 110,414	50.63%	\$ 15,500	\$ 10,697	69.01%
	42	County Assessor			\$ 346,888	\$ 119,903	34.57%	\$ 49,600	\$ 52,257	105.36%	\$ 344,922	\$ 137,544	39.88%	\$ 49,600	\$ 8,372	16.88%
01	043	Public Examiners			\$ 58,000	\$ 24,973	43.06%	\$ -	\$ -	0.00%	\$ 69,675	\$ 19,800	28.42%	\$ -	\$ -	0.00%
01	044	License and Permits			\$ 1,250	\$ -	0.00%	\$ 4,370	\$ 3,885	88.90%	\$ 1,250	\$ -	0.00%	\$ 4,370	\$ 4,235	96.91%
01	060	Data Processing			\$ 87,000	\$ 41,513	47.72%	\$ -	\$ -	0.00%	\$ 87,600	\$ 37,342	42.63%	\$ -	\$ -	0.00%
01	080	Election		Purchases using the 2018 Election grant occurred in 2019 and 2020.	\$ 63,750	\$ 54,120	84.89%	\$ 6,050	\$ 18,217	301.11%	\$ 67,540	\$ 58	0.09%	\$ 44,050	\$ 63	0.14%
01	090	County Attorney		Consistent with prior year	\$ 510,642	\$ 231,998	45.43%	\$ 33,700	\$ 800	2.37%	\$ 471,305	\$ 214,700	45.55%	\$ 33,700	\$ 767	2.28%
01	100	Land Records		Due to reduced activity.	\$ 384,353	\$ 141,481	36.81%	\$ 126,360	\$ 51,601	40.84%	\$ 409,659	\$ 196,267	47.91%	\$ 93,000	\$ 70,794	76.12%
01	110	Courthouse			\$ 353,130	\$ 112,638	31.90%	\$ -	\$ -	0.00%	\$ 579,327	\$ 88,489	15.27%	\$ -	\$ -	0.00%
01	111	County Museum Building			\$ 17,537	\$ 9,423	53.73%	\$ -	\$ -	0.00%	\$ 17,787	\$ 8,148	45.81%	\$ -	\$ -	0.00%
01	112	CPHS Building			\$ 16,900	\$ 3,418	20.22%	\$ -	\$ -	0.00%	\$ 18,500	\$ 7,881	42.60%	\$ -	\$ -	0.00%
01	113	Prairie 5 Building			\$ 15,856	\$ 4,728	29.82%	\$ -	\$ -	0.00%	\$ 15,006	\$ 3,765	25.09%	\$ -	\$ -	0.00%
01	114	Rental House			\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
01	115	Attorney Building			\$ 12,000	\$ 1,765	0.00%	\$ -	\$ -	0.00%	\$ -	\$ 990	0.00%	\$ -	\$ -	0.00%
01	116	LEC Building			\$ 132,500	\$ 7,963	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
01	122	Veterans Services		Annual State payment of \$7,500 is received in the September for the next year	\$ 179,801	\$ 77,312	43.00%	\$ 7,500	\$ 1,072	14.29%	\$ 173,944	\$ 82,993	47.71%	\$ 7,500	\$ 635	8.47%
01	123	Planning & Zoning		Annual State payment of \$7,500 is received in the September for the next year	\$ 101,628	\$ 29,386	28.92%	\$ 84,728	\$ 29,198	34.46%	\$ 104,128	\$ 48,893	46.95%	\$ 84,728	\$ 16,700	19.71%
01	148	Technology Committee			\$ 42,400	\$ 14,190	33.47%	\$ -	\$ -	0.00%	\$ 33,800	\$ 18,662	55.21%	\$ -	\$ -	0.00%
01	149	Tech Support			\$ 316,171	\$ 127,808	40.42%	\$ 131,200	\$ 77,832	59.32%	\$ 281,035	\$ 136,795	48.68%	\$ 131,200	\$ 76,733	58.49%
01	200	Sheriff			\$ 1,726,690	\$ 784,790	45.45%	\$ 70,500	\$ 38,332	54.37%	\$ 1,489,498	\$ 697,584	46.83%	\$ 70,500	\$ 38,372	54.43%
01	202	911 Distribution			\$ 48,000	\$ 38,462	80.13%	\$ 80,920	\$ 26,974	33.33%	\$ 51,728	\$ 24,875	48.09%	\$ 51,728	\$ 14,212	27.47%
01	204	Coroner			\$ 15,000	\$ 8,230	54.87%	\$ -	\$ -	0.00%	\$ 15,000	\$ 5,350	35.67%	\$ -	\$ -	0.00%
01	205	Jail			\$ 1,079,210	\$ 385,179	35.69%	\$ 34,000	\$ 19,977	58.76%	\$ 1,120,704	\$ 480,329	42.86%	\$ 34,000	\$ 19,176	56.40%
01	251	Grant 6W Community Corrections			\$ 290,797	\$ 145,398	50.00%	\$ -	\$ -	0.00%	\$ 286,659	\$ 143,330	50.00%	\$ -	\$ -	0.00%
01	261	Restorative Justice			\$ 99,499	\$ 45,354	45.58%	\$ -	\$ -	0.00%	\$ 74,852	\$ 51,146	68.33%	\$ -	\$ 100	0.00%
01	280	Emergency Management			\$ 81,593	\$ 38,929	47.71%	\$ 18,000	\$ -	0.00%	\$ 104,854	\$ 44,144	42.10%	\$ 18,000	\$ 18,182	101.01%
01	400	Countryside Public Health			\$ 121,416	\$ 60,708	50.00%	\$ -	\$ -	0.00%	\$ 114,544	\$ 57,272	50.00%	\$ -	\$ -	0.00%
01	490	Ambulance		Amounts are budgeted annually but paid out every three years. The SCBH received this funding in January.	\$ 40,000	\$ 120,000	300.00%	\$ -	\$ -	0.00%	\$ 40,000	\$ -	0.00%	\$ -	\$ -	0.00%
01	520	County Parks		The Blandin grant is included in these amounts. The Swift County Fair reservations removal is reflected in the expenses	\$ 72,016	\$ 30,394	42.20%	\$ 67,016	\$ 44,946	67.07%	\$ 53,000	\$ 9,703	18.31%	\$ 48,000	\$ 27,495	57.28%
01	521	Parks & Drainage			\$ 206,774	\$ 84,416	40.83%	\$ 187,118	\$ 12,118	6.48%	\$ 210,691	\$ 83,154	39.47%	\$ 187,118	\$ 12,118	6.48%
01	600	Extension			\$ 152,833	\$ 54,700	35.79%	\$ 1,000	\$ 780	78.00%	\$ 145,551	\$ 53,009	36.42%	\$ 1,000	\$ 1,138	113.80%
01	602	Agriculture Inspector			\$ 13,500	\$ 6,750	50.00%	\$ -	\$ -	0.00%	\$ 13,500	\$ 6,750	50.00%	\$ -	\$ -	0.00%
01	603	Predator Control			\$ 10,000	\$ 2,811	28.11%	\$ -	\$ -	0.00%	\$ 10,000	\$ 3,858	38.58%	\$ -	\$ -	0.00%
01	703	Grants and Appropriations			\$ 509,391	\$ 224,592	44.09%	\$ -	\$ -	0.00%	\$ 467,404	\$ 179,014	38.30%	\$ -	\$ -	0.00%
					\$ 8,150,936	\$ 3,846,890	47.20%	\$ 8,212,517	\$ 4,140,727	50.42%	\$ 7,883,137	\$ 3,715,137	47.13%	\$ 7,710,010	\$ 3,847,822	49.91%

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Executive Departmental Budget to Actual Review  
As of June 30, 2020

Operational Funds

	Expenditures				Revenues				
	1/1/2020		1/1/2020		1/1/2020		1/1/2020		
	Full Year Budget	06/30/2020 Actual	Variance	PCT	Full Year Budget	06/30/2020 Actual	Variance	PCT	
1 County General Revenue									
3 General Government	33,498	371,646	(338,148)	1109	7,255,955	3,745,092	(3,510,863)	52	3,373,446
5 Board Of Commissioners	233,993	113,152	120,841	48	0	0	0	0	(113,152)
21 Law Library	15,000	8,642	6,358	58	14,000	6,655	(7,345)	48	(1,987)
31 County Administration	309,861	115,645	194,216	37	0	500	500	0	(115,145)
40 County Auditor	231,018	101,244	129,774	44	25,000	0	(25,000)	0	(101,244)
41 County Treasurer	221,041	103,229	117,812	47	15,500	10,491	(5,009)	68	(92,738)
42 County Assessor	346,888	119,903	226,985	35	49,600	52,257	2,657	105	(67,647)
43 Public Examiners	58,000	24,973	33,028	43	0	0	0	0	(24,973)
44 Licenses And Permits	1,250	0	1,250	0	4,370	3,885	(485)	89	3,885
60 Data Processing	87,000	41,513	45,487	48	0	0	0	0	(41,513)
89 Elections	63,750	54,120	9,630	85	6,050	18,217	12,167	301	(35,902)
90 County Attorney	510,642	231,998	278,644	45	33,700	800	(32,900)	2	(231,197)
100 Land Records	384,353	141,481	242,872	37	126,360	51,601	(74,759)	41	(89,880)
110 Courthouse building	353,130	112,638	240,492	32	0	0	0	0	(112,638)
111 County Museum building	17,537	9,423	8,114	54	0	0	0	0	(9,423)
112 CPHS building	16,900	3,418	13,482	20	0	0	0	0	(3,418)
113 Prairie 5 building	15,856	4,728	11,128	30	0	0	0	0	(4,728)
114 Rental House	0	0	0	0	0	0	0	0	0
115 Attorney's Office Building	12,000	1,765	10,235	15	0	0	0	0	(1,765)
116 Law Enforcement Building	132,500	7,963	124,537	6	0	0	0	0	(7,963)
122 Veterans Service	179,801	77,312	102,489	43	7,500	1,072	(6,428)	14	(76,240)
123 Planning And Zoning	101,628	29,386	72,242	29	84,728	29,198	(55,530)	34	(188)
148 Technology Committee	42,400	14,190	28,210	33	0	0	0	0	(14,190)
149 Technical Support	316,171	127,808	188,363	40	131,200	77,832	(53,368)	59	(49,975)
200 Sheriff	1,726,690	784,790	941,900	45	70,500	38,332	(32,168)	54	(746,458)
202 911 Distribution	48,000	38,462	9,538	80	80,920	26,974	(53,946)	33	(11,489)
204 Coroner	15,000	8,230	6,770	55	0	0	0	0	(8,230)
205 Jail	1,079,210	385,179	694,031	36	34,000	19,977	(14,023)	59	(365,202)
251 Grants 6W Community Corrections	290,797	145,398	145,399	50	0	0	0	0	(145,398)
261 Restorative Practices	99,499	45,354	54,145	46	0	0	0	0	(45,354)
280 Emergency Management	81,593	38,929	42,664	48	18,000	0	(18,000)	0	(38,929)
400 Countryside Public Health Service	121,416	60,708	60,708	50	0	0	0	0	(60,708)
406 Youth Programs	0	0	0	0	0	0	0	0	0
490 Ambulance	40,000	120,000	(80,000)	300	0	0	0	0	(120,000)
520 County Parks	72,016	30,394	41,622	42	67,016	44,946	(22,070)	67	14,552
521 Parks And Drainage	206,774	84,416	122,358	41	187,118	12,118	(175,000)	6	(72,298)
600 Extension	152,833	54,700	98,133	36	1,000	780	(220)	78	(53,920)
602 Agriculture Inspector	13,500	6,750	6,750	50	0	0	0	0	(6,750)
603 Predator Control	10,000	2,811	7,189	28	0	0	0	0	(2,811)

Operational Funds

	Expenditures				Revenues				Net Actual
	Full Year Budget	1/1/2020 06/30/2020 Actual	Variance	PCT	Full Year Budget	1/1/2020 06/30/2020 Actual	Variance	PCT	
701 Economic Development Grow	0	0	0	0	0	0	0	0	0
703 Grants And Appropriations	509,391	224,592	284,799	44	0	0	0	0	(224,592)
800 Unallocated	0	0	0	0	0	0	0	0	0
1 County General Revenue	8,150,936	3,846,889	4,304,047	47	8,212,517	4,140,728	(4,071,789)	50	293,840
2 Solid Waste Fund	1,371,580	487,408	884,172	36	1,193,650	539,891	(653,759)	45	52,483
300 Environmental Services	1,371,580	487,408	884,172	36	1,193,650	539,891	(653,759)	45	52,483
3 County Road & Bridge	183,249	(23,029)	206,278	-13	6,899,462	6,019,445	(880,017)	87	6,042,474
300 Highway Administration	187,708	76,902	110,806	41	93,854	23,464	(70,390)	25	(53,439)
301 Shared County Engineer	1,981,953	679,455	1,302,498	34	0	0	0	0	(679,455)
310 Maintenance	13,522	12,829	693	95	0	0	0	0	(12,829)
311 Authorized Work Contributions	116,720	33,886	82,834	29	0	0	0	0	(33,886)
315 Engineering	3,948,446	1,110,978	2,837,468	28	0	0	0	0	(1,110,978)
320 Construction	758,080	309,392	448,688	41	0	0	0	0	(309,392)
330 Equipment & Maintenance Shops	8,000	2,236	5,764	28	0	0	0	0	(2,236)
350 Other (Highway)	2,705	307	2,398	11	0	0	0	0	(307)
360 Accounts Receivable	479,647	499,663	(20,016)	104	0	0	0	0	(499,663)
370 Inter-Governmental Expense	7,680,030	2,702,620	4,977,410	35	6,993,316	6,042,908	(950,408)	86	3,340,299
3 County Road & Bridge	1,260,575	572,029	688,546	45	1,380,940	680,649	(700,291)	49	108,620
11 Human Services	4,567,564	1,925,131	2,642,433	42	4,476,610	1,992,753	(2,483,857)	45	67,623
404 Income Maintenance	0	0	0	0	0	0	0	0	0
405 Social Services	0	0	0	0	0	0	0	0	0
406 Youth Programs	0	0	0	0	0	(900)	(900)	0	(900)
408 Day Care Provider Deferred Loan Progr	5,828,139	2,497,159	3,330,980	43	5,857,550	2,672,502	(3,185,048)	46	175,343
11 Human Services	375,312	276,203	99,109	74	367,139	203,525	(163,614)	55	(72,678)
35 Debt Service	526,265	431,336	94,929	82	526,265	3,119	(523,146)	1	(428,216)
898 2017A Cap Improv Bond	901,577	707,539	194,038	78	893,404	206,645	(686,759)	23	(500,894)
899 2016A Bonding	23,932,262	10,241,615	13,690,647		23,150,437	13,602,674	(9,547,763)		3,361,059
35 Debt Service									



# Request for Board Action

BOARD MEETING DATE:  
AUGUST 4, 2020

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Treasurer	REQUESTOR: Ron Vadnais	REQUESTOR PHONE: 320-843-3544
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Review 2nd Quarter 2020 Cash & Investments	
AGENDA YOU ARE REQUESTING TIME ON: Department reports	ARE YOU SEEKING APPROVAL OF A CONTRACT? NO
IS THIS MANDATED? NO	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: N/A	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? <a href="#">Click here to enter text.</a>	

### Budget Information

FUNDING: N/A
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: XXX	RECOMMENDATIONS: XXX
COMMENTS: XXX	COMMENTS: XXX

### Board Action

Motions ___ J Fox ___ G Hendrickx ___ E Pederson ___ P Peterson ___ E Rudningen	
Action	Vote

# Swift County Cash & Investments - As of 6/30/2020

(Includes unrealized gains)

7/16/2020

Page 1

Account	6/30/2020 Balance
<b>ASSETS</b>	
<b>Cash and Bank Accounts</b>	
Citizens Alliance Bank-Murdock	137,551.56
Fed RLF#281500-SBD	526,062.33
MAGIC-Revenue ACCT#651154	424,963.18
PSB-Appleton	88,670.94
R&B Invest Acct#1BB27605	525,448.19
StBkDanvers	2,138,129.73
WELLS FARGO	416,922.72
Health Ins 19-2	200,000.00
Health Ins 19-3	200,000.00
Health Ins 20-1	200,000.00
Health Ins 20-2	240,000.00
HS Clearing acct #1BB29020	615,927.15
HS-MMIS# 14534(Credit Union)	54,809.84
HS19-10	200,000.00
HS19-11	200,000.00
HS19-12	200,000.00
HS19-14	200,000.00
HS19-7	200,000.00
HS19-8	200,000.00
HS20-1	200,000.00
HS20-2	200,000.00
MAGIC(FEDERATED BOND)#651157	603,119.38
MAGIC(R&B)Mmkt#651173	6,109,498.20
MAGIC-CIP BOND ACCT#651168	4,430,421.90
MAGIC-HS ACCT#651238	1,000,097.05
R&B19-10	200,000.00
R&B19-11	248,000.00
R&B19-7	245,000.00
R&B19-8	245,000.00
R&B19-9	200,000.00
R&B20-1	240,000.00
R&B20-2	200,000.00
R&B20-3	245,000.00
R&B20-4	245,000.00
R&B20-5	245,000.00
R&B20-6	248,000.00
REV-MAGIC CD#31840	100,000.00
REV-MAGIC CD#33306	200,000.00
REV-MAGIC#58716	200,000.00
Revenue19-4	200,000.00
Revenue19-5	200,000.00
Revenue20-1	200,000.00
SBD-Park Reserv. Acct	7,333.64
<b>TOTAL Cash and Bank Accounts</b>	<b>23,179,955.81</b>
<b>Other Assets</b>	
REV, R&B & HS-Emp. Benefits CD	245,000.00
<b>TOTAL Other Assets</b>	<b>245,000.00</b>
<b>Investments</b>	

Swift County Cash & Investments - As of 6/30/2020  
(Includes unrealized gains)

7/16/2020

Page 2

Account	6/30/2020 Balance
REV-HEALTH CARE	524,981.42
<b>TOTAL Investments</b>	<b>524,981.42</b>
<b>TOTAL ASSETS</b>	<b>23,949,937.23</b>
<b>LIABILITIES</b>	<b>0.00</b>
<b>OVERALL TOTAL</b>	<b>23,949,937.23</b>

✓ OKRV

FUND #	FUND NAME	INSTITUTION	ID#	DATE PURCHASE D	ACCRUAL DATE	MATURITY DATE	INVEST. AMOUNT	ADDS & DELETES	TOTAL INVEST.	INT RATE	MONTH ENDED	ACCRUED INTEREST	INT MTD	PRIN RET
111097	Human Services	Independence Bk-KY	45340KEX3	7/29/2019	7/29/2019	29-May-20	\$200,000.00	-200000	\$0.00		30-Jun-20	\$0.00	\$3,258.90	\$ 200,000.00
31097	R&B	Morgan Stanley Bk	61760AF38	6/6/2019	6/6/2019	5-Jun-20	\$240,000.00	-240000	\$0.00		30-Jun-20	\$0.00	\$5,880.00	\$ 240,000.00
11097	Rev	Goldman Sachs	38149MBQ5	6/19/2019	6/19/2019	18-Jun-20	\$200,000.00	-200000	\$0.00		30-Jun-20	\$0.00	\$4,400.00	\$ 200,000.00
30-Apr	R&B	R&B Clearing Acct	1BB27605	1/1/2017		30-Jun-20	\$277,704.72	247743.47	\$525,448.19	0.10%	30-Jun-20	\$4.04		
111097	Human Services	Human Ser Clearing Act	1BB29020	1/1/2017		30-Jun-20	\$411,569.63	204357.52	\$615,927.15	0.10%	30-Jun-20	\$5.06		
1101	Human Services	Co-op Credit-Benson	Savings#14534		4/1/2020	30-Jun-20	\$249,118.98	-194309.14	\$54,809.84	1.00%	30-Jun-20	\$304.46		
31097	R&B	MAGIC R&B acct	651173	9/7/2017		30-Jun-20	\$2,856,968.43	3252529.77	\$6,109,498.20	0.25%	30-Jun-20		\$901.77	
		MAGIC Human Serv.	651238	6/30/2020		30-Jun-20	\$1,000,000.00	97.05	\$1,000,097.05	0.25%	30-Jun-20		\$97.05	
1001	Rev/RLF	StBkDanvers-Fed RLF	281500	6/30/2017		30-Jun-20	\$522,896.66	3165.67	\$526,062.33	0.30%	30-Jun-20		\$137.90	
1001	Tax Accts	Various local banks				30-Jun-20	\$190,939.75		\$226,222.50	0.25%	30-Jun-20			
1001	Revenue	SBD-Park Reserv. Act	282474			30-Jun-20	\$23,895.66	-16562.02	\$7,333.64		30-Jun-20			
1001	Rev/checking	St Bk of Danvers	267151	2/28/2020		30-Jun-20			\$2,138,129.73	0.30%	30-Jun-20		\$1,288.81	
1092	Revenue	WELLS FARGO	1AB21819			30-Jun-20	\$211,227.64	676.68	\$416,922.72	0.10%	30-Jun-20	\$2.47		
1101	Rev/Health Care	Franklin Fund-MF	45789			30-Jun-20			\$524,981.42		30-Jun-20		\$946.92	
3500	Bond Debt Serv	MAGIC Bond Debt Acct	651157	5/4/2016		30-Jun-20	\$602,995.65	123.73	\$603,119.38	0.25%	30-Jun-20		\$123.73	
3500	Bond Debt Serv	MAGIC CIP Acct	651168	7/8/2017		30-Jun-20	\$4,429,513.02	908.88	\$4,430,421.90	0.25%	30-Jun-20		\$908.88	
1097	Revenue	MAGIC TERM INVEST	651154	10/28/2019		30-Jun-20	\$500,000.00	-500000	\$0.00		30-Jun-20			
1097	Revenue	MAGIC Revenue Fund	651154	9/27/2017		30-Jun-20	\$424,756.07	207.11	\$424,963.18	0.25%	30-Jun-20		\$207.11	
111097	Human Services	Cathay Bk-Primary	149159NL5	7/18/2019	7/18/2019	17-Jul-20	\$200,000.00		\$200,000.00	1.95%	30-Jun-20	\$3,718.36		
11097	Revenue	Touchmark	89155MBR7	12/19/2019	6/19/2020	20-Jul-20	\$200,000.00		\$200,000.00	1.65%	30-Jun-20	\$99.45	\$280.27	
111097	Human Services	Safra Ntl Bk-NY	78658RAA9	9/11/2019	9/11/2019	10-Sep-20	\$200,000.00		\$200,000.00	1.80%	30-Jun-20	\$2,889.86		
651097	Health Ins	Bk Leumi USA-NY NY	063248JV1	9/19/2019	9/19/2019	18-Sep-20	\$200,000.00		\$200,000.00	1.75%	30-Jun-20	\$2,732.88		
31097	R&B	BMO Harris Bk	05581WZ65	8/30/2019	3/3/2020	30-Sep-20	\$245,000.00		\$245,000.00	1.80%	30-Jun-20	\$1,437.78		
111097	Human Services	Bank RI	064577EX3	12/13/2019	6/15/2020	13-Oct-20	\$200,000.00		\$200,000.00	1.55%	30-Jun-20	\$127.40	\$271.78	
31097	R&B	WELLS FARGO BK NA	949763J49	9/18/2019	6/18/2020	19-Oct-20	\$245,000.00		\$245,000.00	1.80%	30-Jun-20	\$144.99	\$374.55	
31097	R&B	Branch Bking&Trust	105133GL0	10/28/2019	10/28/2019	28-Oct-20	\$200,000.00		\$200,000.00	1.70%	30-Jun-20	\$2,291.51		
31097	R&B	VCC Bk-Richmond	91823MAU9	11/15/2019	6/15/2020	16-Nov-20	\$200,000.00		\$200,000.00	1.60%	30-Jun-20	\$131.51	\$543.56	
651097	Health Ins	Farmers St Bk-Waterloo IA	31034RFA8	9/18/2019	3/18/2020	18-Nov-20	\$200,000.00		\$200,000.00	1.70%	30-Jun-20	\$968.77		
111097	Human Services	Bk of India-NY Br	06279KB88	1/15/2020	1/15/2020	18-Nov-20	\$200,000.00		\$200,000.00	1.65%	30-Jun-20	\$1,509.86		
11097	Revenue	Financial Fed Svgs Bk TN		5/28/2020	5/28/2020	24-Nov-20	\$100,000.00		\$100,000.00	0.35%	30-Jun-20	\$31.64		
31097	R&B	Pacific City Bk LA	69406PDC0	12/20/2019	6/22/2020	18-Dec-20	\$248,000.00		\$248,000.00	1.70%	30-Jun-20	\$92.41	\$358.07	
111097	Human Services	TBK Bk-Dallas Tx	87219RGB4	12/20/2019	12/20/2019	18-Dec-20	\$200,000.00		\$200,000.00	1.65%	30-Jun-20	\$1,744.93		
11097	Revenue	Synovus Bk-Columbus GA	87164DPY0	1/17/2020	1/17/2020	15-Jan-21	\$200,000.00		\$200,000.00	1.65%	30-Jun-20	\$1,491.78		
11097	Rev/R&B/HS	Pacific Western Bk LA	24045	1/22/2020	1/22/2020	21-Jan-21	\$245,000.00		\$245,000.00	1.75%	30-Jun-20	\$1,905.56		
111097	Human Services	Exchange Bk-Gibbon NE	301074DG2	7/24/2019	6/24/2020	25-Jan-21	\$200,000.00		\$200,000.00	1.90%	30-Jun-20	\$62.47	\$322.74	

\*April int=271.78

31097	R&B	Bk of Baroda	06063HKJ1	1/17/2020	1/17/2020	25-Jan-21	\$240,000.00	\$240,000.00	1.65%	30-Jun-20	\$1,790.14		
651097	Health Ins	Truist Bk-Charlotte NC	89788HAH6	2/4/2020	2/4/2020	3-Feb-21	\$200,000.00	\$200,000.00	1.70%	30-Jun-20	\$1,369.32		
31097	R&B	WELLS FARGO BK NA	949495AM7	1/17/2020	6/17/2020	17-Feb-21	\$200,000.00	\$200,000.00	1.75%	30-Jun-20	\$124.66	\$584.93	*May int=287.67
11097	Revenue	Cibc-MI		5/28/2020	5/28/2020	22-Feb-21	\$200,000.00	\$200,000.00	0.55%	30-Jun-20	\$99.45		
111097	Human Services	CommonwealthBk-LA	2027506G5	2/28/2020	6/29/2020	26-Feb-21	\$200,000.00	\$200,000.00	1.50%	30-Jun-20	\$8.22	\$501.37	*May int=246.58
111097	Human Services	Morgan Stanley Bk NA	61690UJY7	8/29/2019	3/2/2020	1-Mar-21	\$200,000.00	\$200,000.00	1.75%	30-Jun-20	\$1,150.68		
31097	R&B	AmExp Ntl Bank	022589AB35	3/31/2020	3/31/2020	31-Mar-21	\$245,000.00	\$245,000.00	1.25%	30-Jun-20	\$763.53		
31097	R&B	Washington Trust Co	940637MH1	4/17/2020	4/17/2020	16-Apr-21	\$245,000.00	\$245,000.00	1.15%	30-Jun-20	\$571.22		
651097	Health Ins	Pinnacle Bk-Nashville Tn	72345SKB6	2/14/2020	6/15/2020	14-May-21	\$240,000.00	\$240,000.00	1.65%	30-Jun-20	\$162.74	\$336.33	
11097	Revenue-MAGIC CD	Third Coast Ssb-TX	58716	5/28/2020	5/28/2020	28-May-21	\$200,000.00	\$200,000.00	0.75%	30-Jun-20	\$135.62		
11097	Revenue	Sallie Mae Bk	7954503T0	7/17/2019	1/17/2020	19-Jul-21	\$200,000.00	\$200,000.00	2.05%	30-Jun-20	\$1,853.42		
31097	R&B	BMW Bk NA	05580AWB6	3/31/2020	3/31/2020	31-Mar-22	\$245,000.00	\$245,000.00	1.35%	30-Jun-20	\$824.61		
31097	R&B-MAGIC CD	1st CapitalBk TN	57552	6/17/2020	6/17/2020	17-Jun-21	\$248,000.00	\$248,000.00	0.35%	30-Jun-20	\$30.92		

\$23,949,937.23

\$30,581.69

CNH LOAN#2

12/31/2012 1/10/2019 7/9/2019 \$400,000.00 -400000 \$0.00

\$0.00

SCBH-LOAN

12/31/2012 6/1/2020 12/1/2032 \$1,388,841.10 -47026.18 \$1,341,814.92 2.00% 30-Jun-20 \$2,132.20 \$2,249.50 \$ 47,013.09

## Swift Planning Grants

Swift County wants to help cities and townships in our County to complete local planning activities. Your success is our success. We know that communities have lots of needs but may have a hard time paying for them. We listened to you and created a new fund to help subsidize the cost of our services to assist you with your requests.

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### Eligibility

- Eligible entities for the Swift Planning Grant include all cities and townships in Swift County.
  - An individual city of township can request up to \$10,000.
- Funds are available to complete comprehensive planning and strategic planning.
- Up to 50% of a project cost can be funded with a Swift Planning Grant.
  - Applicants can use and are encouraged to seek hedgehog grants from the Upper Minnesota Valley Regional Development Commission to help fund the local match.
- One grant per project.
- One grant per eligible entity per year.
- Swift Planning Grants are reviewed and subject to approved by the Swift County Board of Commissioners.
- The Swift County reserves to right to update the eligibility guidelines at any time.

### Nature of Project

What type of project are you interested in?

Comprehensive Panning     Strategic Planning

### Contact Information

Community Name    Appleton Area Health

Contact Person    Lori Andreas

Mailing Address    30 South Behl Street

City/State/Zip    Appleton, MN 56208

Work Phone    320-289-8508

Alt. Phone    320-226-2890

E-Mail Address    landreas@aah-mn.org

**Project Details**

Please provide a brief description of the project you would like assistance with: Appleton Area Health (AAH) will be scheduling a strategic planning event September 2020. Wipfli LLP Consulting will be partnering with AAH to complete the strategic planning process and SWOT analysis. AAH senior management, providers, and board members will attend the strategic planning event to determine the vision and goals for AAH for the next three to five years.

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**Estimated Project Cost**

Total Estimated Project Cost \$ 40,000

Requested Amount from Swift Planning Grant \$ 10,000

*(Maximum request: eligible entities may apply for 50% of the total project cost up to \$10,000.)*

Are the remaining project costs committed from the City or other entity? Yes  No

*(If Applicable) Please list any other partners in the project and their financial commitment:*

**Organization & Contact**

**Committed Amount**

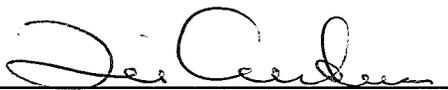
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Authorized Signature



Authorized Signature

7/20/22

Date

CEO

Authorized Signature Title



# Request for Board Action

BOARD MEETING DATE:  
August 4, 2020

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-314-8399
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Discussion on the 2021 Preliminary Budget	
AGENDA YOU ARE REQUESTING TIME ON: Other Business	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? N/A	EXPLANATION OF MANDATE: N/A
BACKGROUND/JUSTIFICATION: The two documents included in the board packet explain the revenues and expenditures for the 2021 budget. The first attachment is the dollar and percentage changes based on funds/departments. The second attachment is a levy comparison, this comparison also explains the Building Committee update. The Building Committee is recommending a Maintenance Fund, which would affect the levy.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? N/A	

### Budget Information

FUNDING:
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Not submitted for review	RECOMMENDATIONS: N/A
COMMENTS: n/a	COMMENTS: none

Fund 01 - Revenue Fund		2021			2020 Net	\$ Change	% Change
		Revenues	Expenditures	Net			
3	"County Wide"	733,973	33,498	700,475	700,475	-	0%
5	County Board	-	234,055	(234,055)	(233,993)	(62)	3%
21	Law Library	14,000	15,000	(1,000)	(1,000)	-	0%
31	Administration	-	280,143	(280,143)	(309,861)	29,718	-1061%
40	Auditor	25,000	267,409	(242,409)	(206,018)	(36,391)	1501%
41	Treasurer	15,500	221,935	(206,435)	(205,541)	(894)	43%
42	Assessor	51,828	278,992	(227,164)	(297,288)	70,124	-3087%
43	Public Examiners	-	65,000	(65,000)	(58,000)	(7,000)	1077%
44	License and Permits	4,370	1,250	3,120	3,120	-	0%
60	Data Processing	-	87,000	(87,000)	(87,000)	-	0%
89	Elections	-	10,205	(10,205)	(57,700)	47,495	-46541%
90	Attorney	33,700	532,486	(498,786)	(476,942)	(21,844)	438%
100	Land Records	126,360	361,211	(234,851)	(257,993)	23,142	-985%
110	Courthouse Building	-	326,904	(326,904)	(353,130)	26,226	-802%
111	County Museum Building	-	15,568	(15,568)	(17,537)	1,969	-1265%
112	CPHS Building	-	12,424	(12,424)	(16,900)	4,476	-3603%
113	Praire 5 Building	-	13,876	(13,876)	(15,856)	(13,876)	10000%
115	Attorney's Office Building	-	8,315	(8,315)	(12,000)	3,685	-4432%
116	Law Enforcement Building	-	161,517	(161,517)	(136,400)	(25,117)	1555%
122	Veterans Service	7,500	184,209	(176,709)	(172,301)	(4,408)	249%
123	Planning and Zoning	84,728	85,128	(400)	(16,900)	16,500	-412500%
148	Technology Committee	-	13,400	(13,400)	(42,400)	29,000	-21642%
149	Technology Support	131,200	299,526	(168,326)	(184,971)	16,645	-989%
200	Sheriff	70,500	1,570,771	(1,500,271)	(1,656,190)	155,919	-1039%
202	911 Distribution	80,920	48,000	32,920	32,920	-	0%
204	Coroner	-	15,000	(15,000)	(15,000)	-	0%
205	Jail	34,000	1,038,007	(1,004,007)	(1,045,210)	41,203	-410%
251	6W Community Corrections	-	290,797	(290,797)	(290,797)	-	0%
261	Restorative Practices	-	103,353	(103,353)	(99,499)	(3,854)	373%
280	Emergency Management	18,000	85,373	(67,373)	(63,593)	(3,780)	561%
400	Countryside Public Health Services	-	121,416	(121,416)	(121,416)	-	0%
490	Ambulance	-	40,000	(40,000)	(40,000)	-	0%
520	County Parks	67,016	72,016	(5,000)	(5,000)	-	0%
521	Parks and Drainage	187,118	246,456	(59,338)	(19,656)	(39,682)	6687%
600	Extension	1,000	164,646	(163,646)	(151,833)	(11,813)	722%
602	Agriculture Inspector	-	13,500	(13,500)	(13,500)	-	0%
603	Predator Control	-	10,000	(10,000)	(10,000)	-	0%
703	Grants and Appropriations	-	509,391	(509,391)	(509,391)	-	0%
<b>Revenue Fund Totals</b>		<b>1,686,713</b>	<b>7,837,777</b>	<b>(6,151,064)</b>	<b>(6,464,301)</b>	<b>313,237</b>	<b>-485%</b>
<b>Levy and Aid Necessary to Balance</b>				<b>6,151,064</b>	<b>6,464,301</b>	(313,237)	-485%
<b>General Fund Levy</b>				<b>5,903,059</b>	<b>5,927,702</b>	(24,643)	-42%
<b>Revenue Fund CPA</b>				<b>594,280</b>	<b>594,280</b>	-	0%
<b>Revenue Fund Levy Necessary to Balance</b>				<b>(346,275)</b>	<b>(57,681)</b>	(288,594)	50033%
<b>Surplus/(Spend Down)</b>				<b>346,275</b>	<b>57,681</b>	<b>288,594</b>	<b>-50033%</b>
				-	-		0.00

Fund 2 - Solid Waste		2021			2020 Net	\$Change	% Change
		Revenues	Expenditures	Net			
390	Environmental Services	1,207,650	1,180,738	26,912	(242,930)	(269,842)	100268%
<b>Solid Waste Fund Totals</b>		<b>1,207,650</b>	<b>1,180,738</b>	<b>26,912</b>	<b>(242,930)</b>	<b>(269,842)</b>	<b>100268%</b>
<b>Levy and Aid Necessary to Balance</b>				<b>(26,912)</b>	<b>242,930</b>	<b>269,842</b>	<b>-100268%</b>
<b>Solid Waste Fund Levy</b>				<b>65,000</b>	<b>65,000</b>	-	<b>100268%</b>
<b>Revenue Fund Levy Necessary to Balance</b>				<b>(91,912)</b>	<b>177,930</b>		-151.66
<b>Surplus/(Spend Down)</b>				<b>91,912</b>	<b>(177,930)</b>		151.656
				-	-		0.00

Fund 03 - Road and Bridge Fund		2021			2020 Net	\$Change	% Change
		Revenues	Expenditures	Net			
300	Administration	4,473,213	194,069	4,279,144	5,511,186	(1,232,042)	-28.79
301	Shared Engineer	91,747	183,492	(91,745)	(93,854)	2,109	-2.30
310	Maintenance	-	5,984,066	(5,984,066)	(1,981,953)	(4,002,113)	-66.88
311	Authorized Work Contribution	-	15,815	(15,815)	(13,522)	(2,293)	14.50
315	Engineering	-	105,402	(105,402)	(116,720)	11,318	-10.74
320	Construction	-	2,623,228	(2,623,228)	(3,948,446)	1,325,218	50.52
330	Equipment & Maintenance Shops	-	750,599	(750,599)	(758,080)	7,481	-1.00
350	Other (Sales Tax)	-	8,000	(8,000)	(8,000)	-	0.00
360	Accounts Receivable	-	2,635	(2,635)	(2,705)	70	-2.66
370	Inter-Governmental Expense	-	424,713	(424,713)	(479,647)	54,934	12.93
<b>Road and Bridge Totals</b>		<b>4,564,960</b>	<b>10,292,019</b>	<b>(5,727,059)</b>	<b>(1,891,741)</b>	<b>(3,835,318)</b>	<b>66.97</b>
<b>Levy and Aid Necessary to Balance</b>				<b>5,727,059</b>	<b>1,891,741</b>	<b>3,835,318</b>	<b>202.74</b>
<b>Highway Fund LEVY</b>				<b>1,905,027</b>	<b>1,905,027</b>		<b>0.00</b>

R&B Levy Necessary to Balance	3,822,032	(13,286)	3,835,318	-28867.36
Surplus/(Spend Down)	(3,822,032)	13,286	(3,835,318)	-28867.36
R&B Levy	-	-	-	#DIV/0!

Fund 11 - Human Services Fund		2021			2020 Net	\$ Change	% Change
		Revenues	Expenditures	Net			
404-000	Income Maintenance						
404-600	Income Maint Admin	49,500	431,755	(382,255)	(461,111)	(78,856)	-20.63
404-601	Random Moments	-	527,175	(527,175)	(406,121)	121,054	22.96
404-610	Aid to Families with Dependent Children	1,000	1,000	-	-	-	0.00
404-620	General Assistance	5,000	27,500	(22,500)	(21,000)	1,500	6.67
404-630	Food Stamps Certification and Issuance	106,000	1,000	105,000	100,000	(5,000)	4.76
404-640	Child Support and Collection	191,200	180,400	10,800	17,157	6,357	-58.86
404-650	Medical Assistance	413,650	144,000	269,650	251,350	(18,300)	6.79
404-660	Catastrophic Health Expense Protection	3,000	3,000	-	-	-	0.00
404-680	Refugee Resettlement	300	-	300	300	-	0.00
404	Income Maint (Subtotal)	769,650	1,315,830	(546,180)	(519,425)	26,755	0.00
405-700	Social Services Administration	677,900	1,152,095	(474,195)	(2,229,214)	(1,755,019)	-370.10
405-701	Payroll - SSTS Time Study	-	1,839,775	(1,839,775)	-	1,839,775	100.00
405-710	Childrens Services	458,700	774,950	(316,250)	(301,200)	15,050	4.76
405-720	Other Child Care	-	44,500	(44,500)	(44,450)	50	0.11
405-721	MFIP Training & Education	3,000	-	3,000	3,000	-	0.00
405-728	BSF Regular Payments	3,500	-	3,500	3,500	-	0.00
405-730	Chemical Dependency	38,000	77,000	(39,000)	(34,000)	5,000	12.82
405-740	Mental Health	372,300	552,600	(180,300)	(167,600)	12,700	7.04
405-750	Development Disabilities Services	244,700	160,400	84,300	81,300	(3,000)	3.56
405-760	Adult Services	294,900	98,500	196,400	175,600	(20,800)	10.59
405	Social Services (Subtotal)	2,093,000	4,699,820	(2,606,820)	(2,513,064)	93,756	
<b>Human Services Totals</b>		<b>2,862,650</b>	<b>6,015,650</b>	<b>(3,153,000)</b>	<b>(3,032,489)</b>	<b>120,511</b>	<b>3.82</b>
<b>Levy and Aid Necessary to Balance</b>				<b>3,153,000</b>	<b>3,032,489</b>	<b>120,511</b>	<b>3.97</b>
<b>Human Service Fund Levy</b>				<b>3,089,250</b>	<b>3,089,250</b>		
<b>Human Services Levy Necessary to Balance</b>				<b>63,750</b>	<b>(56,761)</b>	<b>120,511</b>	<b>-212.31</b>
<b>Surplus/(Spend Down)</b>				<b>(63,750)</b>	<b>56,761</b>		<b>0.00</b>
<b>Human Services Levy</b>				<b>-</b>	<b>-</b>	<b>-</b>	

Fund 35 - Debt Service		2021			2020 Net	\$Change	% Change
		Revenues	Expenditures	Net			
898	2017A Bonding (Capital Improvement)	-	374,162	(374,162)	(375,312)	(1,150)	-0.31
899	2016A Bonding (Fed Tel)	524,765	524,765	-	-	-	0.00
<b>Debt Service Totals</b>		<b>524,765</b>	<b>898,927</b>	<b>(374,162)</b>	<b>(375,312)</b>	<b>(1,150)</b>	<b>-0.31</b>
<b>Levy and Aid Necessary to Balance</b>				<b>374,162</b>	<b>375,312</b>	<b>(1,150)</b>	<b>-0.31</b>
<b>Debt Service Fund LEVY</b>				<b>365,932</b>	<b>367,139</b>		
<b>Debt Services Levy Necessary to Balance</b>				<b>8,230</b>	<b>8,173</b>	<b>57</b>	<b>0.70</b>
<b>Surplus/(Spend Down)</b>				<b>(8,230)</b>	<b>(8,173)</b>		<b>0.00</b>
<b>Debt Services Levy</b>				<b>-</b>	<b>-</b>	<b>-</b>	

County Wide Summary		2021	2020	\$ Change	% Change
Necessary County Levy to Balance		11,328,268	11,354,118	(25,850)	-0.23
Anticipated County Program Aid		594,280	594,280	-	0.00
Desired Surplus/(Spend Down)		(3,455,825)	(58,375)	(3,397,450)	98.31

### 2021 Budget w/ \$1,000,000 Building Improv

	1 Gen Rev	2 SW	3 Hwy	11 HS	35 Bond	Gross Levy Total	Surplus (Reserves)	Remaining Surplus/(Deficit)	Including Grant Funding		
2021 CPA	594,280										
2020 CPA (est)	594,280										
2020 Net Levy	6,521,982	65,000	1,905,027	3,063,400	367,139	11,922,548					
2021 Net Levy @ 0%	6,497,339	65,000	1,905,027	3,089,250	365,932	11,922,548					
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738					
Total Revenue	8,184,052	1,272,650	6,469,987	5,951,900	890,697	22,769,286					
Expenditures	8,737,777	1,180,738	10,292,019	6,015,650	898,927	27,125,111					
<b>Surplus/(Reserves Used)</b>	<b>(553,725)</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(4,355,825)</b>	<b>362,480</b>	<b>(3,993,345)</b>	<b>(3,798,345)</b>	<b>0% Levy Increase</b>	<b>(\$\$) - using reserves \$\$ adding to reserves</b>
2021 Net Levy @ .05%	6,556,952	65,000	1,905,027	3,089,250	365,932	11,982,161					
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738					
Total Revenue	8,243,665	1,272,650	6,469,987	5,951,900	890,697	22,828,899					
Expenditures	8,737,777	1,180,738	10,292,019	6,015,650	898,927	27,125,111					
<b>Surplus/(Reserves Used)</b>	<b>(494,112)</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(4,296,212)</b>	<b>-</b>	<b>(4,296,212)</b>	<b>(4,101,212)</b>	<b>3% Levy Increase</b>	
2021 Net Levy @ 1.0%	6,592,719	65,000	1,905,027	3,089,250	365,932	12,017,928					
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738					
Total Revenue	8,279,432	1,272,650	6,469,987	5,951,900	890,697	22,864,666					
Expenditures	8,737,777	1,180,738	10,292,019	6,015,650	898,927	27,125,111					
<b>Surplus/(Reserves Used)</b>	<b>(458,345)</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(4,260,445)</b>	<b>-</b>	<b>(4,260,445)</b>	<b>(4,065,445)</b>	<b>3% Levy Increase</b>	
2021 Net Levy @ 1.0%	6,616,564	65,000	1,905,027	3,089,250	365,932	12,041,773					
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738					
Total Revenue	8,303,277	1,272,650	6,469,987	5,951,900	890,697	22,888,511					
Expenditures	8,737,777	1,180,738	10,292,019	6,015,650	898,927	27,125,111					
<b>Surplus/(Reserves Used)</b>	<b>(434,500)</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(4,236,600)</b>	<b>362,480</b>	<b>(3,874,120)</b>	<b>(3,679,120)</b>	<b>3% Levy Increase</b>	
2021 Net Levy @ 1.5%	6,676,177	65,000	1,905,027	3,089,250	365,932	12,101,386					
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738					
Total Revenue	8,362,890	1,272,650	6,469,987	5,951,900	890,697	22,948,124					
Expenditures	8,737,777	1,180,738	10,292,019	6,015,650	898,927	27,125,111					
<b>Surplus/(Reserves Used)</b>	<b>(374,887)</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(4,176,987)</b>	<b>362,480</b>	<b>(3,814,507)</b>	<b>(3,619,507)</b>	<b>4% Levy Increase</b>	
2021 Net Levy @ 1.8%	6,711,945	65,000	1,905,027	3,089,250	365,932	12,137,154					
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738					
Total Revenue	8,398,658	1,272,650	6,469,987	5,951,900	890,697	22,983,892					
Expenditures	8,737,777	1,180,738	10,292,019	6,015,650	898,927	27,125,111					
<b>Surplus/(Reserves Used)</b>	<b>(339,119)</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(4,141,219)</b>	<b>362,480</b>	<b>(3,778,739)</b>	<b>(3,583,739)</b>	<b>5% Levy Increase</b>	
2021 Net Levy @ 2.0%	6,735,790	65,000	1,905,027	3,089,250	365,932	12,160,999					
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738					
Total Revenue	8,422,503	1,272,650	6,469,987	5,951,900	890,697	23,007,737					
Expenditures	8,737,777	1,180,738	10,292,019	6,015,650	898,927	27,125,111					
<b>Surplus/(Reserves Used)</b>	<b>(315,274)</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(4,117,374)</b>	<b>362,480</b>	<b>(3,754,894)</b>	<b>(3,559,894)</b>	<b>5.5% Levy Increase</b>	

## 2021 Budget w/ \$500,000 Building Improv

	1 Gen Rev	2 SW	3 Hwy	11 HS	35 Bond	Gross Levy Total	Surplus (Reserves)	Remaining Surplus/(Deficit)	Including Grant Funding		
2021 CPA	594,280										
2020 CPA (est)	594,280										
2020 Net Levy	6,521,982	65,000	1,905,027	3,063,400	367,139	11,922,548					
2021 Net Levy @ 0%	6,497,339	65,000	1,905,027	3,089,250	365,932	11,922,548					
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738					
Total Revenue	8,184,052	1,272,650	6,469,987	5,951,900	890,697	22,769,286					
Expenditures	8,237,777	1,180,738	10,292,019	6,015,650	898,927	26,625,111					
<b>Surplus/(Reserves Used)</b>	<b>(53,725)</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(3,855,825)</b>	<b>362,480</b>	<b>(3,493,345)</b>	<b>(3,298,345)</b>	<b>0% Levy Increase</b>	<b>(\$\$) - using reserves \$\$ adding to reserves</b>
2021 Net Levy @ .05%	6,556,952	65,000	1,905,027	3,089,250	365,932	11,982,161					
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738					
Total Revenue	8,243,665	1,272,650	6,469,987	5,951,900	890,697	22,828,899					
Expenditures	8,237,777	1,180,738	10,292,019	6,015,650	898,927	26,625,111					
<b>Surplus/(Reserves Used)</b>	<b>5,888</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(3,796,212)</b>	<b>-</b>	<b>(3,796,212)</b>	<b>(3,601,212)</b>	<b>3% Levy Increase</b>	
2021 Net Levy @ 1.0%	6,592,719	65,000	1,905,027	3,089,250	365,932	12,017,928					
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738					
Total Revenue	8,279,432	1,272,650	6,469,987	5,951,900	890,697	22,864,666					
Expenditures	8,237,777	1,180,738	10,292,019	6,015,650	898,927	26,625,111					
<b>Surplus/(Reserves Used)</b>	<b>41,655</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(3,760,445)</b>	<b>-</b>	<b>(3,760,445)</b>	<b>(3,565,445)</b>	<b>3% Levy Increase</b>	
2021 Net Levy @ 1.0%	6,616,564	65,000	1,905,027	3,089,250	365,932	12,041,773					
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738					
Total Revenue	8,303,277	1,272,650	6,469,987	5,951,900	890,697	22,888,511					
Expenditures	8,237,777	1,180,738	10,292,019	6,015,650	898,927	26,625,111					
<b>Surplus/(Reserves Used)</b>	<b>65,500</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(3,736,600)</b>	<b>362,480</b>	<b>(3,374,120)</b>	<b>(3,179,120)</b>	<b>3% Levy Increase</b>	
2021 Net Levy @ 1.5%	6,676,177	65,000	1,905,027	3,089,250	365,932	12,101,386					
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738					
Total Revenue	8,362,890	1,272,650	6,469,987	5,951,900	890,697	22,948,124					
Expenditures	8,237,777	1,180,738	10,292,019	6,015,650	898,927	26,625,111					
<b>Surplus/(Reserves Used)</b>	<b>125,113</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(3,676,987)</b>	<b>362,480</b>	<b>(3,314,507)</b>	<b>(3,119,507)</b>	<b>4% Levy Increase</b>	
2021 Net Levy @ 1.8%	6,711,945	65,000	1,905,027	3,089,250	365,932	12,137,154					
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738					
Total Revenue	8,398,658	1,272,650	6,469,987	5,951,900	890,697	22,983,892					
Expenditures	8,237,777	1,180,738	10,292,019	6,015,650	898,927	26,625,111					
<b>Surplus/(Reserves Used)</b>	<b>160,881</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(3,641,219)</b>	<b>362,480</b>	<b>(3,278,739)</b>	<b>(3,083,739)</b>	<b>5% Levy Increase</b>	
2021 Net Levy @ 2.0%	6,735,790	65,000	1,905,027	3,089,250	365,932	12,160,999					
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738					
Total Revenue	8,422,503	1,272,650	6,469,987	5,951,900	890,697	23,007,737					
Expenditures	8,237,777	1,180,738	10,292,019	6,015,650	898,927	26,625,111					
<b>Surplus/(Reserves Used)</b>	<b>184,726</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(3,617,374)</b>	<b>362,480</b>	<b>(3,254,894)</b>	<b>(3,059,894)</b>	<b>5.5% Levy Increase</b>	

## 21 Budget w/ \$100,000 Building Improv (ties to IFS Budget)

	1 Gen Rev	2 SW	3 Hwy	11 HS	35 Bond	Gross Levy Total	Surplus (Reserves)	Remaining Surplus/(Deficit)	Including Grant Funding	
2021 CPA	594,280									
2020 CPA (est)	594,280									
2020 Net Levy	6,521,982	65,000	1,905,027	3,063,400	367,139	11,922,548				
2021 Net Levy @ 0%	6,497,339	65,000	1,905,027	3,089,250	365,932	11,922,548				
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738				
Total Revenue	8,184,052	1,272,650	6,469,987	5,951,900	890,697	22,769,286				
Expenditures	7,837,777	1,180,738	10,292,019	6,015,650	898,927	26,225,111				
<b>Surplus/(Reserves Used)</b>	<b>346,275</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(3,455,825)</b>	<b>362,480</b>	<b>(3,093,345)</b>	<b>(2,898,345)</b>	<b>0% Levy Increase</b> (\$\$) - using reserves \$\$ adding to reserves
2021 Net Levy @ .05%	6,556,952	65,000	1,905,027	3,089,250	365,932	11,982,161				
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738				
Total Revenue	8,243,665	1,272,650	6,469,987	5,951,900	890,697	22,828,899				
Expenditures	7,837,777	1,180,738	10,292,019	6,015,650	898,927	26,225,111				
<b>Surplus/(Reserves Used)</b>	<b>405,888</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(3,396,212)</b>	-	<b>(3,396,212)</b>	<b>(3,201,212)</b>	<b>3% Levy Increase</b>
2021 Net Levy @ .08%	6,592,719	65,000	1,905,027	3,089,250	365,932	12,017,928				
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738				
Total Revenue	8,279,432	1,272,650	6,469,987	5,951,900	890,697	22,864,666				
Expenditures	7,837,777	1,180,738	10,292,019	6,015,650	898,927	26,225,111				
<b>Surplus/(Reserves Used)</b>	<b>441,655</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(3,360,445)</b>	-	<b>(3,360,445)</b>	<b>(3,165,445)</b>	<b>3% Levy Increase</b>
2021 Net Levy @ 1.0%	6,616,564	65,000	1,905,027	3,089,250	365,932	12,041,773				
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738				
Total Revenue	8,303,277	1,272,650	6,469,987	5,951,900	890,697	22,888,511				
Expenditures	7,837,777	1,180,738	10,292,019	6,015,650	898,927	26,225,111				
<b>Surplus/(Reserves Used)</b>	<b>465,500</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(3,336,600)</b>	<b>362,480</b>	<b>(2,974,120)</b>	<b>(2,779,120)</b>	<b>3% Levy Increase</b>
2021 Net Levy @ 1.5%	6,676,177	65,000	1,905,027	3,089,250	365,932	12,101,386				
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738				
Total Revenue	8,362,890	1,272,650	6,469,987	5,951,900	890,697	22,948,124				
Expenditures	7,837,777	1,180,738	10,292,019	6,015,650	898,927	26,225,111				
<b>Surplus/(Reserves Used)</b>	<b>525,113</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(3,276,987)</b>	<b>362,480</b>	<b>(2,914,507)</b>	<b>(2,719,507)</b>	<b>4% Levy Increase</b>
2021 Net Levy @ 1.8%	6,711,945	65,000	1,905,027	3,089,250	365,932	12,137,154				
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738				
Total Revenue	8,398,658	1,272,650	6,469,987	5,951,900	890,697	22,983,892				
Expenditures	7,837,777	1,180,738	10,292,019	6,015,650	898,927	26,225,111				
<b>Surplus/(Reserves Used)</b>	<b>560,881</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(3,241,219)</b>	<b>362,480</b>	<b>(2,878,739)</b>	<b>(2,683,739)</b>	<b>5% Levy Increase</b>
2021 Net Levy @ 2.0%	6,735,790	65,000	1,905,027	3,089,250	365,932	12,160,999				
Non-Levy Revenue	1,686,713	1,207,650	4,564,960	2,862,650	524,765	10,846,738				
Total Revenue	8,422,503	1,272,650	6,469,987	5,951,900	890,697	23,007,737				
Expenditures	7,837,777	1,180,738	10,292,019	6,015,650	898,927	26,225,111				
<b>Surplus/(Reserves Used)</b>	<b>584,726</b>	<b>91,912</b>	<b>(3,822,032)</b>	<b>(63,750)</b>	<b>(8,230)</b>	<b>(3,217,374)</b>	<b>362,480</b>	<b>(2,854,894)</b>	<b>(2,659,894)</b>	<b>5.5% Levy Increase</b>