

Notice & Agenda
Swift County Board of Commissioners
Tuesday, July 21, 2020
9:00 AM

LEC Meeting Room – 301 14th 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.		Call to Order and Roll Call
9:01 a.m.		Approve Agenda
9:02 a.m.		Consent Agenda
	1-2	(1) Minutes from the July 7, 2020 Regular Meeting
	3	(2) Consider approval of daycare grant
	4-5	(3) Consider approval of the Absentee Ballot Board Resolution #20-07-24 for the 2020 Primary Election and General Election
	6	(4) Consider approval of Resolution #20-07-25 authorization of participation for 50/50 grant
	7-18	(5) Consider approval of Counties Providing Technology Joint Powers Agreement
9:04 a.m.		Consider Approval of Commissioner warrants and review Auditor warrants
9:05 a.m.		Commissioner and Board reports
9:25 a.m.		County Administrator report
9:30 a.m.		Citizens Comments
9:35 a.m.		Catie Lee, Human Services
		Monthly update
	19-22	Human Services Fiscal Summary Update
9:50 a.m.		Kelsey Baker, Administrator
		Coronavirus Relief Fund Discussion
10:30 a.m.		Michael Johnson, Swift County Parks
	23-27	Public hearing to consider approval of VanHeuveln petition for outlet into JD #5
11:00 a.m.		Other Business
11:00 a.m.		Adjournment

Join Zoom Meeting

<https://us02web.zoom.us/j/84739196922?pwd=bkINVDE0TVRGd09Nb0txaDdXc3FNZz09>

Meeting ID: 847 3919 6922

Password: 356859

One tap mobile

+13126266799,,84739196922#,,,,0#,,356859# US (Chicago)

SWIFT COUNTY BOARD MINUTES

July 7, 2020

Chairman Hendrickx called the meeting to order at 9:00 AM with all members present. Also present: County Administrator Kelsey Baker, County Attorney Danielle Olson and members of the public.

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

07-07-20-01 Commissioner E. Pederson moved and Commissioner Rudningen seconded to approve the agenda. Motion carried unanimously.

07-07-20-02 Commissioner Rudningen moved and Commissioner Fox seconded to approve the Consent Agenda items: (1) Approval of Minutes from June 16, 2020 Regular Meeting, (2) Approval of Minutes from the June 16, 2020 Board of Equalization meeting, (3) Approval of purchase for a new 2020 CASE SR240B Skidsteer for the Swift County Environmental Services, (4) Approval of Tobacco Licenses for the following businesses: Holloway Hideout & Handi-Stop of Kerkhoven. Brief discussion was held. Motion carried unanimously.

07-07-20-03 Commissioner Fox moved and Commissioner E. Pederson seconded to approve the Commissioner warrants as follows: Revenue: \$189,259.90; Solid Waste: \$34,469.02; County Road & Bridge: \$19,203.48; County Ditches Fund: \$3,845.71; Human Services: \$807.01; County Health Insurance: \$436.00; which includes the following bills over \$2,000: Anoka County Treasury Office, \$2,375.00; Benson Municipal Utilities, \$7,236.29; Barry Bouwman, \$7,000.00; Clean Site LLC, \$3,473.72; CliftonLarsonAllen LLP, \$23,100.00; CNH America LLC, \$19,090.26; Election Systems & Software Inc., \$52,946.06; Force America Inc., \$2,572.18; Geo Comm Inc., \$5,250.00; Geyer Recycling, \$6,221.33; Lund Implement Co, \$4,570.47; Morris Electronics, \$22,568.94; Newman Traffic Signs, \$3,218.90; Tyler Technologies, Inc, \$2,361.56; US Postal Service, \$4,025.00; University of Minnesota, \$19,290.07; Wallace Auto & Collision, \$2,611.79; Waste Management Of WI-MN, \$22,154.01; Dawn Weber, \$2,400.00. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner P. Peterson reported on 6W Corrections, HRA and Prairie Five Community Action Council. Commissioner E. Pederson reported on DAC, Computer Professional Technology, Sheriff's Task Force, Historical Society and the RDA meeting was cancelled. Chairman Hendrickx reported on PrimeWest, AMC- Blue Ribbon Task Force, RDC, Prairie Waters and 6W Corrections. Commissioner Fox reported on PrimeWest, Woodland Centers, Hospital Finance, Bond Committee, Hospital meeting approved Bond Resolution. Commissioner Rudningen reported on Prairie Lakes Youth Program, Pioneerland Library System, Sheriffs Task Force and Kerkhoven EDA meeting.

Chairman Hendrickx asked for citizen's comments. Mark Hughes had concerns on Zoom meetings, E85 usage, County expenses, Manufacturer in Appleton, County Employees, remodeling and how the businesses are doing in Swift County.

Commissioner E. Pederson had questions and held a discussion on the request for information on Hospital Re-Financing.

Swift County Benson Hospital updated the board on the Bond sale, Hospital Refinancing options and how the hospital is doing overall. Lengthy discussion was held. No action was taken.

The board recessed at 10:42 AM.

The board reconvened at 10:49 AM.

Countryside Public Health Director Liz Auch updated the board on COVID-19 and CARES funding.

RDA Director Jennifer Frost and HRA Director Vicki Syverson held a discussion on the Local Housing Trust Fund.

Administrator Kelsey Baker held a Coronavirus Relief Fund update.

07-07-20-05 Commissioner P. Peterson moved and Commissioner Rudningen seconded to adjourn. Motion carried unanimously.

The meeting adjourned at 11:59 AM.

WITNESSED:

Gary Hendrickx, Chair

ATTEST:

Kelsey Baker, County Administrator



Request for Board Action

BOARD MEETING DATE:
July 21, 2020

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Human Services	REQUESTOR: Catie Lee	REQUESTOR PHONE: 320-843-3601
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of daycare grant			
AGENDA YOU ARE REQUESTING TIME ON: Consent		ARE YOU SEEKING APPROVAL OF A CONTRACT? No	
IS THIS MANDATED? No		EXPLANATION OF MANDATE: NA	
BACKGROUND/JUSTIFICATION:			
Name and address	Amount Requested	Date committee approved	Requested items
Prairie Playhouse Children's Center 50 E. Rooney Ave. Appleton, MN 56208	\$6128.46	6/10/20	Playground equipment, updated chairs and tables for the center
Discovery Kids Day Care 1400 Montana Ave. Benson, MN 56215	\$8792.54	6/22/20	Playground equipment, washer/dryer and new cribs and toys
Rhonda Fennel 711 12 th St. N Benson, MN 56215	\$2550	6/22/20	Sidewalk and step safety repair, child size tables and chairs for activities and eating in her new daycare location. Replacement of front door.
Click here to enter text.			
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?		NA	

Budget Information

FUNDING: Currently in the budget

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS:	COMMENTS:



Request for Board Action

BOARD MEETING DATE:
July 21, 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 the Absentee Ballot Board Resolution for 2020 Primary Election and General Election	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Board of Commissions must approve by resolution the establishment of the Absentee Ballot Board
BACKGROUND/JUSTIFICATION: Minnesota Statutes 203b.121, Subd. 1 requires the establishment of an Absentee Ballot Board. Minnesota Statutes 204B.19 to 204B.22 requires approval by the Board of Commissions to establish the Absentee Ballot Board.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	

Budget Information

FUNDING: n/a

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

RESOLUTION #20-07-24
Establishing Absentee Ballot Board

Motion by Commissioner _____ Seconded by Commissioner _____

WHEREAS, Swift County is required by Minnesota Statutes 203B.121, Subd. 1 to establish an Absentee Ballot Board effective July 21, 2020; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting return absentee ballots in Swift County; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy county auditors trained in the processing and counting of absentee ballots;

THEREFORE, BE IT RESOLVED THAT, the Swift County Board of Commissioners hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy auditors to perform the task.

Swift County Board of Commissioners

Gary Hendrickx, Chairman

ATTEST:

Kelsey Baker, County Administrator

Fox ___

Hendrickx ___

Pederson ___

Peterson ___

Rudningen ___



Request for Board Action

BOARD MEETING DATE:
July 21, 2020

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Sheriff's Office	REQUESTOR: Sheriff John Holtz	REQUESTOR PHONE: 320-843-3133
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Pass Resolution authorizing participation for 50/50 grant I applied for	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? no
IS THIS MANDATED? no	EXPLANATION OF MANDATE: NA
BACKGROUND/JUSTIFICATION: This is for replacing dispatch console radio. My project has moved to the top of the list for projects. This is for \$180,000. We need to pass the resolution provided to be able to move forward to be able to purchase equipment.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? no	

Budget Information

FUNDING: Budgeted line item of \$180,000

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS:	RECOMMENDATIONS: Click here to enter text.
COMMENTS: n/a	COMMENTS: n/a

Board Action

___ J Fox	___ G Hendrickx	___ E Pederson	___ P Peterson	___ E Rudningen
action			Vote	

**COUNTIES PROVIDING TECHNOLOGY
JOINT POWERS AGREEMENT**

Revised 2020~~June 2018~~

**COUNTIES PROVIDING TECHNOLOGY
JOINT POWERS AGREEMENT**

THIS AGREEMENT is made by and between Governmental Units as defined in subdivision 1, Section 471.59, hereafter collectively referred to as “Members” and individually as “Member,” which are signatories to this “Agreement.”

ARTICLE I

ENABLING AUTHORITY AND PURPOSE

- 1.1 Minnesota Statutes section 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties.
- 1.2 The general purpose of this Agreement is to provide for a Joint Powers Organization (JPO) through which the parties may jointly and cooperatively provide for the development, operation and maintenance of technology applications and systems, and the support and management of such systems for the use and benefit of the parties and other governmental units.
- 1.3 Counties Providing Technology is established as a governmental unit under the above-referenced authority and requirements of Minnesota law to jointly exercise the powers common to the signatories for the general purposes described herein.

ARTICLE II

DEFINITION OF TERMS

For the purposes of this Agreement, the terms defined in this article shall have the meanings given them.

- 2.1 “Counties Providing Technology” or “CPT” means the Joint Powers Organization created pursuant to this Agreement, hereafter referred to as CPT.
- 2.2 “Organization” or “JPO” refers to CPT, unless specifically qualified to refer to another organization.
- 2.3 “Member” means a governmental unit that is a signatory to this Agreement and has not given notice to withdraw pursuant to Article VIII.

- 2.4. “Associate Participant” means a governmental unit that is not a signatory to this agreement and does not have voting privileges, which receives services from CPT pursuant to a separate agreement.
- 2.8. “Director” means the seated County Commissioner designated as the primary representative designated by the governing body of the Member of CPT. Alternate means the seated County Commissioner designated as the secondary representative ~~designated of by~~ the governing body of the Member of CPT to represent and act in the absence of the Director.
- 2.9. “Board” means the governing body of CPT, consisting of one Director from each Member.
- 2.10. “Governmental Unit” is defined by Subdivision 1, Section 471.59 of Minnesota Statutes, as amended.
- 2.11. Day or days shall refer to calendar days. Fiscal Year shall be the calendar year.

ARTICLE III

JOINT POWERS BOARD

- 3.1 The Joint Powers Board (“Board”) shall take such action as it deems necessary and proper to accomplish the purposes of CPT and any other action necessary and incidental to the implementation of said purpose or action. The Board is hereby authorized to exercise such authority and powers common to the Members as are necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement and/or in the Bylaws.
- 3.2 Members, by executing this Agreement, recognize the Board as the governing authority of CPT.
- 3.3 The Board shall be made up of one Director (or alternate) appointed by the governing board of each Member Governmental Unit. The Director shall be a current County Commissioner ~~board member~~ of the governing body of the Member. Any Director or Alternate shall be subject to removal by the appointing governing board at any time, with or without cause. A vacancy of a Director or Alternate shall be filled by the governing body of the Member who appointed the Director or Alternate.

- 3.4 The Board shall have the authority to determine whether to approve per diems and expenses for its Directors and Alternates for attendance at regular, special and committee meetings. shall serve without compensation from CPT, but this shall

ARTICLE IV

POWERS AND DUTIES OF THE BOARD

- 4.1 The Board shall take such action as it deems necessary and appropriate to accomplish the general purposes of CPT including the establishment of data processing and information systems, engaging in the development and implementation of necessary programs, purchasing any necessary supplies, equipment and machinery, employing any necessary personnel and operating and maintaining any systems for the handling of data processing and management information for the Members and for others. Any of the foregoing activities, or any other activities authorized by this Agreement, may be accomplished by entering into contracts, leases or other agreements with others, whenever the Board shall deem this to be advisable.
- 4.2 The Board shall have the power to make contracts as it deems necessary to make effective any power to be exercised by CPT pursuant to this Agreement; to provide for the prosecution and defense or other participation in actions or proceedings at law in which it may have an interest; to employ such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of CPT; to acquire, hold and dispose of property both real and personal as the Board deems necessary; and to contract for space, materials, supplies and personnel either with a Member or with a number of Members or elsewhere.
- 4.3 The Board may establish and collect fees for its services to Members and to others.
- 4.4 The Board may accept gifts, apply for and use grants or loans of money or other property from the state, or any other governmental units or organizations and may enter into agreements required in connection therewith and may hold, use and dispose of such monies or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.
- 4.5 The Board shall cause a regular, periodic independent audit of the books to be made and shall make a regular, periodic financial accounting and report in writing

to the Members. Its books and records shall be available for and open to examination by its Members at all reasonable times.

- 4.6 The Board shall establish the annual budget for CPT as provided in this Agreement.
- 4.7 The Board shall adopt and follow such bylaws as may be appropriate and consistent with this agreement and law. Bylaws shall be adopted by and amended by a majority vote of the full-two-thirds (2/3) majority of the Board after review of the proposed amendment at a prior meeting and distribution of the proposed amendment to all Directors in advance.
- 4.8 Committees shall be appointed by the Board and shall be delegated such authority as the Board deems appropriate. The Board shall create an Executive Committee, and a Software Administration Committee as standing committees, and may delegate authority to other appointed committees, between Board meetings as the Board shall see fit.
- 4.9 The Board may accumulate and maintain reasonable working capital reserves and may invest and reinvest funds not currently needed for the purposes of CPT. Such investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of county funds.
- 4.10 The Board shall make its data processing and management information systems available to its Members, according to such fee schedules as the Board shall periodically set.
- 4.11 The Board may pay reasonable and necessary expenses of officers, Directors and Alternates incurred in connection with their duties as such and as committee members, and may elect to pay per diems on such terms as it deems advisable and consistent with applicable law.
- 4.12 The Board shall provide for its employees to be members of the Public Employees Retirement Association and may make any required employer contributions to that organization and any other employer contributions which counties are authorized or required by law to make.
- 4.13 The Board shall purchase public liability insurance and such other bonds or insurance as it may deem necessary.
- 4.14 The Board may develop additional rules concerning the financing of CPT and the disbursement of funds may be adopted by the Board provided they are not inconsistent with the provisions contained in this Agreement or state statutes.

- 4.15 The Board may exercise any power necessary and incidental to the implementation of its powers and duties.

FINANCING AND DISBURSEMENT OF FUNDS

- 5.1 Board shall have exclusive control over all monies credited to any CPT fund in accordance with state and federal laws and rules. Expenditures shall be made in accordance with the approved budget, contractual obligations of the JPO and the approval of the Board or the Executive Committee with respect to those matters under the jurisdiction of the Executive Committee.
- 5.2 The Board shall adopt an annual operating budget.
- 5.3 The adopted budget, which shall describe projected income and expenditures, shall be ~~made available to filed with~~ the County Auditors of the Members and applicable Minnesota state agencies.
- 5.4 CPT will ensure strict accountability for all funds of the organization and will report on all receipts and disbursements made to, or on behalf of CPT.
- 5.5 The initial operating capital contributed by each Member shall be repaid from any excess in the fund balance at the end of the fiscal year in proportion to the initial contribution. ~~The capital contribution of Members shall be equalized. Signatories to this Agreement that contribute higher initial capital contributions shall be repaid the difference between their contribution and the equalized contribution of other Members before CPT begins repayment of the equalized capital contribution.~~ Excess funds beyond the initial capital contribution shall be distributed to Members as determined by the Board. Full repayment of initial capital contributed by Members joining after the original signatories to the Agreement is not required to be completed prior to the Board distributing excess fund balance to other Members.

ARTICLE VI

PROCEDURE TO JOIN

- 6.1 If a Governing Unit wishes to join CPT as a Member, it may make written application to the Board. The application shall consist of the governing body of a Governmental Unit adopting a resolution containing language to indicate full acceptance (without deviation) of the contents of this Joint Powers Agreement.

The Governmental Unit shall formally submit the adopted resolution under cover to the Chair of the CPT Joint Board. Upon a two-thirds (2/3) approval of the Board Members representing the Members who have not given a notice to withdraw, the request will be approved, subject to the provisions of Section 7.3. The Board shall notify all Members in writing of its decision.

- 6.2 All Members agree to abide by the terms and conditions of this Joint Powers Agreement, the Bylaws and the Policies or Procedures adopted by the Board.
- 6.3 At the time of application, CPT shall notify the applying Governmental Unit of the amount of initial operating capital the Governmental Unit will be required to contribute upon becoming a Member. Approval of membership by the Board shall be contingent upon agreement of the Governmental Unit to contribute its proportionate share of operating capital.

ARTICLE VII

ASSOCIATE (NON-VOTING) PARTICIPANT

- 7.1. Eligibility for Associate Participant: Governmental Units may wish to use or participate in the services and activities of CPT without becoming Members.
- 7.2. A Governmental Unit desiring to become an Associate Participant may do so by making application to CPT or by having a valid agreement for services. The Board shall establish charges to be paid by Associate Participants based upon the services agreed. The Board may charge Associate Participants higher fees than Members for services.
- 7.3 Associate Participants may apply for membership pursuant to Article VI.

ARTICLE VIII

RIGHT TO WITHDRAW

- 8.1 A Member may withdraw from this Agreement by adopting a resolution which specifically contains language of its “Notice to Withdraw.” The approved Member governing body’s resolution shall be submitted under cover letter and sent via certified mail to each party to this Agreement and to Board Chair of CPT. The Notice must be received by July 1 to be effective December 31 of the following year providing at least eighteen (18) months for the withdrawal process.
- 8.2 Withdrawal may occur at an earlier time by mutual agreement of a two-thirds (2/3) majority vote of the non-withdrawing Members of the Board and the withdrawing Governmental Unit.
- 8.3 If any party exercises its right to withdraw, this Agreement shall remain in full force and effect between the remaining parties.
- 8.4 A Member withdrawing from CPT at a time when such withdrawal does not result in dissolution of CPT (for a two-year period), shall forfeit its claim to any assets of CPT.
- 8.5 A Member withdrawing from Membership at a time when such withdrawal results in dissolution of CPT within a two-year period, shall retain both its obligations and its claims to any assets of CPT, except that it shall not have access to any Software developed or maintained during the period between its withdrawal and the dissolution of CPT.

ARTICLE IX

DISSOLUTION

- 9.1- CPT shall be dissolved:
- a. Whenever a sufficient number of Members withdraws from CPT to reduce the total number of Members to less than two (2); or
 - b. Two-thirds (2/3) of the governing boards of the Members who have not given a notice to withdraw vote to dissolve.

A Member which has given notice of withdrawal shall not be counted under this subsection.

9.2. Upon dissolution, the remaining assets of CPT, after payment of all obligations, shall be distributed among the then existing Members and those former Members who had been members within the previous two-year period in proportion to their contributions as determined by the Board (subject to Section 8.5).

9.3. In the event of dissolution, the following provisions shall govern the distribution of computer Software and licenses owned by CPT:

All such Software and licenses shall be an asset of CPT. As such it may be sold. Members agree to abide by any existing licensing provisions, including, but not limited to, any licensing provisions identified in a separate existing or future agreement, or any conditions placed on such sale by the Board.

~~9.4.~~

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DATA PRACTICES AND PROCEDURES

10.1 All Members agree to comply with state and federal statutes and rules regulating data, particularly the collection, creation, receipt, maintenance, or dissemination of private data, nonpublic and confidential data, as defined and regulated by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and or any other applicable state or federal laws.

ARTICLE XI

AMENDMENTS

11.1 Amendments to this Agreement may be proposed either by the Board or by governing boards of Members. Some changes may be mandated by law. Notice of proposed changes shall be served on the governing boards of Members by certified mail not later than 60 days prior to the proposed change unless an earlier date is mandated by a change in law.

11.2 Amendments to this Agreement must be approved by a two-thirds (2/3) vote of governing boards of Members who have not given a notice to withdraw, and shall be approved by the governing boards of Members at least 30 days prior to the effective date.

11.3 Adopted amendments shall remain in full force and effect, subject to the terms stated herein, until such time as this Agreement is terminated.

ARTICLE XII

INDEMNIFICATION AND HOLD HARMLESS

- 12.1 CPT shall be considered a separate and distinct public entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. CPT shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- 12.2 CPT shall fully defend, indemnify and hold harmless the signatory Members and Board Members against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the employees or agents of CPT. This agreement to indemnify and hold harmless does not constitute a waiver by any Party/Member of limitations on liability under Minnesota Statutes section 466.04.
- 12.3 To the full extent permitted by law, actions by the Parties/Members pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Members that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes section 471.59, subdivision 1a(a); provided further that for purposes of that statute, each Member party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
- 12.4 The Parties/Members to this Agreement are not liable for the acts or omissions of the other Parties/Members to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties/Members.

ARTICLE XIII

GOVERNING LAW, FINALITY, SEVERABILITY

- 13.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.
- 13.2 Severability. The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

13.3 Final Agreement. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement. This Agreement may be executed in multiple parts.

ARTICLE XV

DURATION

This Agreement shall continue in effect indefinitely, unless terminated in accordance with its terms, or superseded by a subsequent joint powers agreement specifically related to the purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned Governmental Unit has caused this agreement to be signed and delivered on its behalf. In the process of:

(Name of Governmental Unit)

By _____

Title: _____ Dated _____

By _____

Title: _____ Dated _____

Approved as to form and execution:

(Attorney) _____
Dated

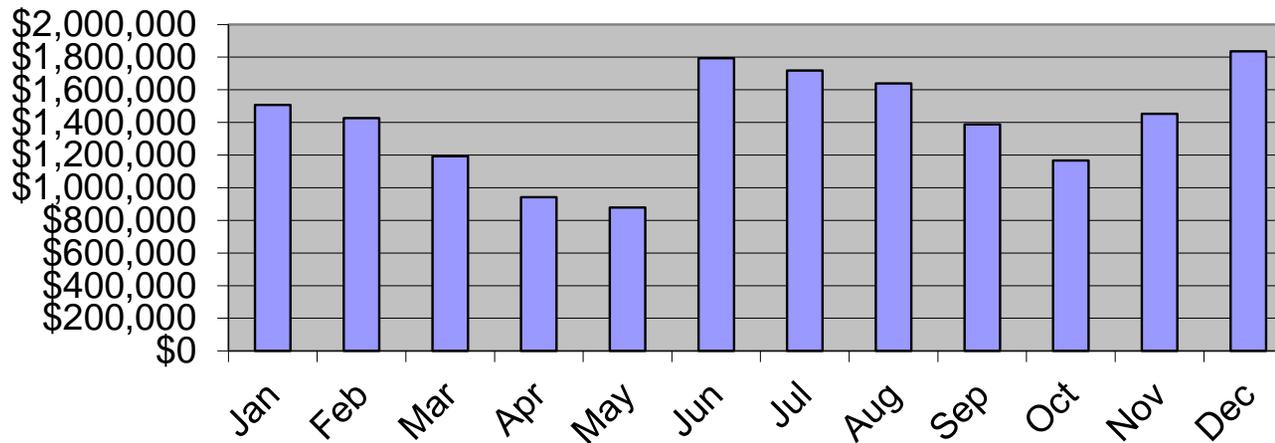
Accepted and approved by:

(CPT Chair) _____
Dated

RRM: #364007

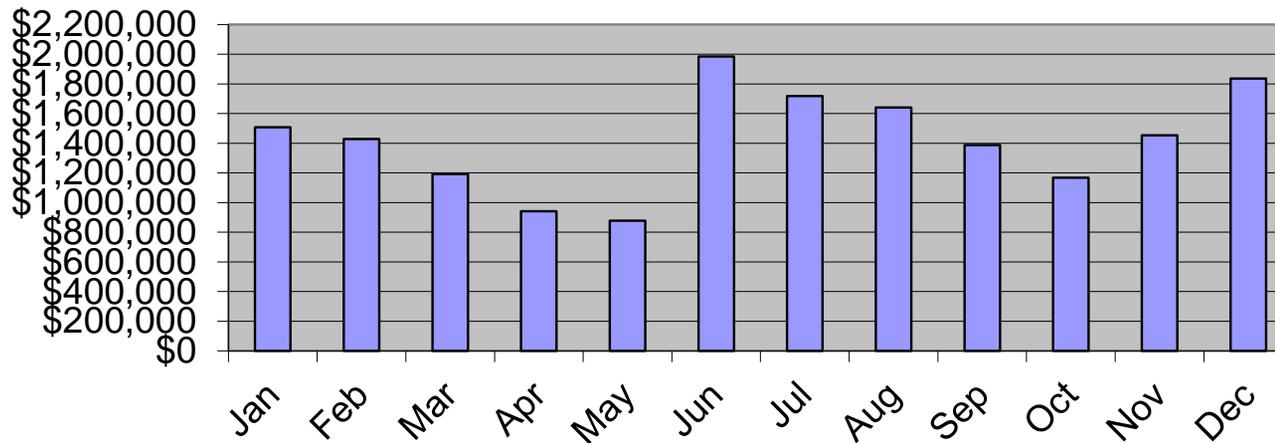
Swift County Human Services											
Ending Monthly Cash & Investment Balances											
2011 - 2020											
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Average
Jan	\$ 1,027,808	\$ 977,091	\$ 909,780	\$ 846,281	\$ 983,278	\$ 933,563	\$ 1,668,733	\$ 2,045,847	\$ 2,559,803	\$ 3,119,041	\$1,507,123
Feb	\$ 1,004,522	\$ 829,326	\$ 788,543	\$ 739,793	\$ 882,373	\$ 886,577	\$ 1,562,756	\$ 1,967,692	\$ 2,603,360	\$ 3,009,633	\$1,427,458
Mar	\$ 848,432	\$ 551,477	\$ 576,608	\$ 601,437	\$ 593,206	\$ 636,635	\$ 1,278,985	\$ 1,706,416	\$ 2,416,328	\$ 2,725,205	\$1,193,473
Apr	\$ 820,387	\$ 328,272	\$ 451,920	\$ 446,379	\$ 168,803	\$ 352,306	\$ 1,085,797	\$ 1,415,224	\$ 2,030,159	\$ 2,322,270	\$942,152
May	\$ 669,878	\$ 329,407	\$ 300,099	\$ 269,118	\$ 187,841	\$ 289,965	\$ 804,645	\$ 1,279,329	\$ 2,385,140	\$ 2,268,066	\$878,349
Jun	\$ 1,460,435	\$ 1,218,863	\$ 1,145,907	\$ 1,361,018	\$ 1,187,485	\$ 1,476,200	\$ 2,165,333	\$ 2,745,303	\$ 3,377,509		\$1,793,117
Jul	\$ 1,142,375	\$ 1,113,725	\$ 1,094,712	\$ 1,165,952	\$ 1,217,022	\$ 1,483,669	\$ 2,160,790	\$ 2,842,236	\$ 3,246,109		\$1,718,510
Aug	\$ 1,228,978	\$ 894,462	\$ 982,736	\$ 1,199,826	\$ 1,126,524	\$ 1,532,984	\$ 1,995,009	\$ 2,661,662	\$ 3,137,129		\$1,639,923
Sep	\$ 1,079,263	\$ 804,086	\$ 714,174	\$ 921,407	\$ 877,167	\$ 1,220,833	\$ 1,650,293	\$ 2,409,864	\$ 2,814,711		\$1,387,978
Oct	\$ 773,615	\$ 538,645	\$ 627,339	\$ 667,331	\$ 646,265	\$ 1,028,981	\$ 1,459,114	\$ 2,139,152	\$ 2,621,771		\$1,166,913
Nov	\$ 741,489	\$ 483,013	\$ 377,803	\$ 477,198	\$ 513,740	\$ 2,056,684	\$ 2,511,571	\$ 3,278,552	\$ 2,633,850		\$1,452,656
Dec	\$ 1,242,733	\$ 1,094,736	\$ 1,057,825	\$ 1,180,113	\$ 1,187,268	\$ 1,888,413	\$ 2,296,240	\$ 3,077,192	\$ 3,506,591		\$1,836,790
Average	\$ 1,003,326	\$ 763,592	\$ 752,287	\$ 822,988	\$ 797,581	\$ 1,148,901	\$ 1,719,939	\$ 2,297,372	\$ 2,777,705	\$ 2,688,843	

**Average Monthly Cash & Investment Balance
2011-2020**



Swift County Human Services											
Ending Monthly Cash & Investment Balances											
2011 - 2020											
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Average
Jan	\$ 1,027,808	\$ 977,091	\$ 909,780	\$ 846,281	\$ 983,278	\$ 933,563	\$ 1,668,733	\$ 2,045,847	\$ 2,559,803	\$ 3,119,041	\$1,507,123
Feb	\$ 1,004,522	\$ 829,326	\$ 788,543	\$ 739,793	\$ 882,373	\$ 886,577	\$ 1,562,756	\$ 1,967,692	\$ 2,603,360	\$ 3,009,633	\$1,427,458
Mar	\$ 848,432	\$ 551,477	\$ 576,608	\$ 601,437	\$ 593,206	\$ 636,635	\$ 1,278,985	\$ 1,706,416	\$ 2,416,328	\$ 2,725,205	\$1,193,473
Apr	\$ 820,387	\$ 328,272	\$ 451,920	\$ 446,379	\$ 168,803	\$ 352,306	\$ 1,085,797	\$ 1,415,224	\$ 2,030,159	\$ 2,322,270	\$942,152
May	\$ 669,878	\$ 329,407	\$ 300,099	\$ 269,118	\$ 187,841	\$ 289,965	\$ 804,645	\$ 1,279,329	\$ 2,385,140	\$ 2,268,066	\$878,349
Jun	\$ 1,460,435	\$ 1,218,863	\$ 1,145,907	\$ 1,361,018	\$ 1,187,485	\$ 1,476,200	\$ 2,165,333	\$ 2,745,303	\$ 3,377,509	\$ 3,712,563	\$1,985,062
Jul	\$ 1,142,375	\$ 1,113,725	\$ 1,094,712	\$ 1,165,952	\$ 1,217,022	\$ 1,483,669	\$ 2,160,790	\$ 2,842,236	\$ 3,246,109		\$1,718,510
Aug	\$ 1,228,978	\$ 894,462	\$ 982,736	\$ 1,199,826	\$ 1,126,524	\$ 1,532,984	\$ 1,995,009	\$ 2,661,662	\$ 3,137,129		\$1,639,923
Sep	\$ 1,079,263	\$ 804,086	\$ 714,174	\$ 921,407	\$ 877,167	\$ 1,220,833	\$ 1,650,293	\$ 2,409,864	\$ 2,814,711		\$1,387,978
Oct	\$ 773,615	\$ 538,645	\$ 627,339	\$ 667,331	\$ 646,265	\$ 1,028,981	\$ 1,459,114	\$ 2,139,152	\$ 2,621,771		\$1,166,913
Nov	\$ 741,489	\$ 483,013	\$ 377,803	\$ 477,198	\$ 513,740	\$ 2,056,684	\$ 2,511,571	\$ 3,278,552	\$ 2,633,850		\$1,452,656
Dec	\$ 1,242,733	\$ 1,094,736	\$ 1,057,825	\$ 1,180,113	\$ 1,187,268	\$ 1,888,413	\$ 2,296,240	\$ 3,077,192	\$ 3,506,591		\$1,836,790
Average	\$ 1,003,326	\$ 763,592	\$ 752,287	\$ 822,988	\$ 797,581	\$ 1,148,901	\$ 1,719,939	\$ 2,297,372	\$ 2,777,705	\$ 2,859,463	

**Average Monthly Cash & Investment Balance
2011-2020**





Request for Board Action

BOARD MEETING DATE:
July 21, 2020

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Swift County Parks	REQUESTOR: Michael Johnson	REQUESTOR PHONE: 320-843-5341
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approving or denying VanHeuveln petition for outlet into JD #5 at 10:30 AM Public Hearing	
AGENDA YOU ARE REQUESTING TIME ON: Regular/ Public Hearing	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Required for the MN Drainage Law
BACKGROUND/JUSTIFICATION: Lands are not assessed into JD #5, request for outlet	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? No action	Click here to enter text.

Budget Information

FUNDING: N/A

Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Click here to enter text.	RECOMMENDATIONS: Click here to enter text.
COMMENTS: Click here to enter text.	COMMENTS: Click here to enter text.

Board Action

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

PETITION FOR OUTLET INTO SWIFT COUNTY JUDICIAL #5

NOTICE OF HEARING

TO ALL PERSONS INTERESTED IN JUDICIAL DITCH #5

YOU AND EACH OF YOU WILL PLEASE TAKE NOTICE that a petition for outlet has been filed with the Swift County Auditor requesting permission to outlet lands into Judicial Ditch #5

YOU WILL FURTHER TAKE NOTICE that said petition was presented to the Swift County Board of Commissioners acting as Drainage Authority for Swift Judicial Ditch #5 at the Swift County Courthouse in the city of Benson, Minnesota on the 16^h of June 2020 and a Public Hearing date of the **21st of July at 10:30 AM** in the Swift County Commissioners Room in the basement of the Swift County Law Enforcement Center and all persons interested in said ditch may appear, be heard and present arguments for or against the granting of said petition.

Kimberly Saterbak
Swift County Auditor

Petitioned Acres:

SW ¼ of the SW ¼ and the W ½ of the NE ¼ Section #8 T-121-N, R-39-W (Torning Twp.)

If you have any questions or would like more information, please contact Mike Johnson at:

**Swift County Parks, Drainage & Wetlands
Box 241
Benson, MN 56215**

320-843-5341

BEFORE THE SWIFT COUNTY BOARD
ACTING AS DRAINAGE AUTHORITY FOR
SWIFT COUNTY JUDICIAL DITCH #5
SWIFT COUNTY, MN

Petition for an Outlet, Pursuant
to Minnesota Statutes § 103E.401

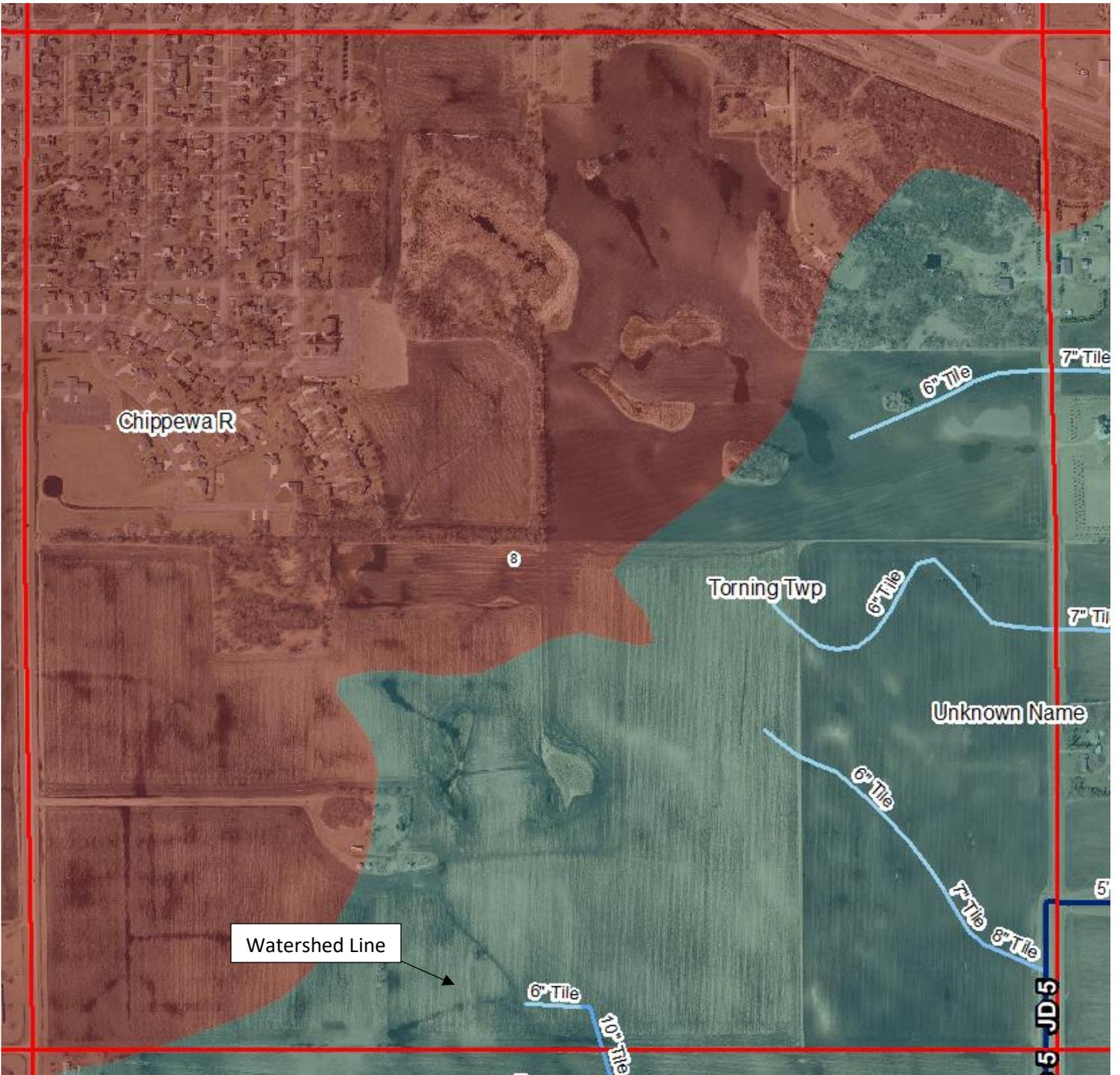
WHEREAS, 8 K'S LLLP owns the SW ¼ of the SW ¼ of section #8 T-121N, R-39W and Kevin and Kim VanHeuveln own the W ½ of the NE ¼ section #8 T-121N, R-39W (Torning Twp.)

WHEREAS, 8 K'S LLLP and Kevin and Kim VanHeuveln are requesting an outlet for the above-mentioned property into Swift County Judicial Ditch #5

THEREFORE, the petitioner respectfully requests the following:

1. That the Drainage Authority set a time and location for a hearing on the above-mentioned property, provide notice of the hearing by mail and publication pursuant Min. Stat. § 103E.401, subd. 4.
2. That the Drainage Authority conduct a hearing on the above mentioned property pursuant Min. Stat. § 103E.401, subd. 4 and describe and state in its order the property to be benefited by the drainage system and that an outlet fee and benefits to the property be determined.

Dated this 5th of June, 2020



Section #8 Torning Twp.

Benefited Acres

<p>NW ¼ of NW ¼ City of Benson</p>	<p>NE ¼ of NW ¼ City of Benson</p>	<p>NW ¼ of NE ¼ 20 benefited acres JD #19 Petitioned Acres</p>	<p>NE ¼ of NE ¼ These acres are split among the people who live in the woods.</p>
<p>SW ¼ of NW ¼ City of Benson</p>	<p>SE ¼ of NW ¼ City of Benson</p>	<p>SW ¼ of NE ¼ 8 benefited acres JD #19 Petitioned Acres</p>	<p>SE ¼ of NE ¼ 21 benefited acres JD #5</p>
<p>NW ¼ of SW ¼ 20 benefited acres JD #19</p>	<p>NE ¼ of SW ¼ 21 benefited acres JD #5 10 benefited acres JD 19</p>	<p>NW ¼ of SE ¼ 9 benefited acres JD #5</p>	<p>NE ¼ of SE ¼ 23 benefited acres JD #5</p>
<p>SW ¼ of SW ¼ 0 Benefited acres Petitioned Acres</p>	<p>SE ¼ of SW ¼ 4 benefited acres JD #5</p>	<p>SW ¼ of SE ¼ 11 benefited acres JD #5</p>	<p>SE ¼ of SE ¼ 31 benefited acres JD #5</p>