

Notice & Agenda
Swift County Board of Commissioners

Tuesday, June 16, 2020

5:00 PM

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>
5:00 p.m.		Call to Order and Roll Call
5:01 p.m.		Approve Agenda
5:03 p.m.		Consent Agenda
	1-3	(1) Minutes from June 02, 2020 Regular Meeting
	4	(2) Consider approval of liquor licenses for the following businesses: Brinks Beer Joint & Brinks 104 Club
	5	(3) Consider approval of tobacco Licenses for the following businesses: Dollar General Appleton, Brinks Beer Joint, Brinks 104 Club, Don's Food Pride
	6	(4) Consider approval of a daycare grant
5:04 p.m.		Consider Approval of Commissioner warrants and review Auditor warrants reviewed
5:05 p.m.		Commissioner and Board reports
5:20 p.m.		County Administrator report
5:30 p.m.		Citizen Comments
5:35 p.m.		Andy Sander, Highway Engineer
	7-14	Consider approval of an agreement with the state to detour traffic on CSAH 6 from TH 29 to TH 12 in Kerkhoven
5:45 pm.		Michael Johnson, Parks, Drainage & Wetlands
	15-19	Consider approval for setting a Public Hearing Date for VanHeuveln petition for outlet into JD #5
5:55 p.m.		Catie Lee, Human Services
	20-21	Monthly update
6:05 p.m.		Other Business
6:15 p.m.		Assessor Joe Tschida
	22-31	Assessor Office Updates
7:00 p.m.		Adjournment

Note: Swift County Board of Assessment and Equalization will meet immediately after the adjournment of the Swift County Board of Commissioners meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/86784732628?pwd=MCtGT1h4K3ByWnc0a1BZQis5OTljZz09>

Meeting ID: 867 8473 2628

Password: 619215

One tap mobile

+1 312 626 6799 US (Chicago)

SWIFT COUNTY BOARD MINUTES

June 2, 2020

Chairman Hendrickx called the meeting to order at 9:00 AM with all members present. Also present: County Administrator Kelsey Baker, Assistant County Attorney Shawn Reinke, HR Coordinator Amanda Ness, Wold Architects and Engineer Jonathan Loose, Sheriff John Holtz, County Attorney Danielle Olson and Terri Orr.

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

06-02-20-01 Commissioner P. Peterson moved and Commissioner E. Pederson seconded to approve the agenda.

Roll Call:

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

Motion carried unanimously.

Commissioner P. Peterson asked to remove #5 approval of the addendum to the contract between the County of Swift and Nygard Family LTD Partnership for Demolition Debris Disposal Facility from the consent agenda for further discussion.

06-02-20-02 Commissioner P. Peterson moved and Commissioner Fox seconded to approve the Consent Agenda items as amended: (1) Approval of Minutes from May 19, 2020 Regular Meeting, (2) Approval of lease between the State of Minnesota and Swift County Agreement, (3) Approval of Bennett Office Technologies Agreement, (4) Approval of a Grant in Aid Resolution #20-06-23, (5) Approval of the addendum to the contract between the County of Swift and Nygard Family LTD Partnership for Demolition Debris Disposal Facility (item was removed to regular agenda items). A brief discussion was held.

Roll Call:

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

Motion carried unanimously.

Discussion on the addendum to the contract between the County of Swift and Nygard Family LTD Partnership for Demolition Debris Disposal Facility.

05-05-20-03 Commissioner P. Peterson moved and Commissioner Fox seconded to approve #5 the addendum to the contract between the County of Swift and Nygard Family LTD Partnership for Demolition Debris Disposal Facility. A lengthy discussion was held.

Roll Call:

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

Motion carried unanimously.

06-02-20-04 Commissioner Fox moved and Commissioner E. Pederson seconded to approve the Commissioner warrants as follows: Revenue: \$75,454.06; Solid Waste: \$29,996.54; County Road & Bridge: \$7,574.79; Human Services: \$279.18; County Ditches Fund: \$10,318.67; Upper Minnesota Watershed, \$10,074.51; Region 6 West Agency: \$45,009.50; Townships & Cities Agency: \$3,252,776.81; Rural Development Agency Fund: \$65,007.70; which includes the following bills over \$2,000: CliftonLarsonAllen LLP, \$6,300.00; Commerford Gravel Inc., \$8,528.52; Geyer Recycling, \$6,221.33; Matt Naig & Thonbold Excavating, \$12,400.00; Royal Tire Inc., \$2,222.80; Soil Conservation Office, \$21,125.00; Swift County Fair Association, \$17,000.00; Swift County Historical Society, \$18,962.00; Swift County HRA, \$129,702.85; Swift County RDA, \$65,007.70; Treasurer, Appleton Township, \$32,080.91; Treasurer, Benson Township, \$36,128.67; Treasurer, Camp Lake Township, \$48,871.28; Treasurer, Cashel Township, \$45,973.56; Treasurer, City of Appleton, \$741,616.70; Treasurer, City of Benson, \$1,016,684.49; Treasurer, City of Clontarf, \$49,234.80; Treasurer, City of Danvers, \$43,234.80;

Treasurer, City of DeGraff, \$19,793.80; Treasurer, City of Holloway, \$92,925.89; Treasurer, City of Kerkhoven, \$168,930.50; Treasurer, City of Murdock, \$71,413.13; Treasurer, Clontarf Township, \$46,452.57; Treasurer, Dublin Township, \$53,906.16; Treasurer, Edison Township, \$39,330.23; Treasurer, Fairfield Township, \$40,056.58; Treasurer, Hayes Township, \$37,107.73; Treasurer, Hegbert Township, \$35,288.63; Treasurer, Kerkhoven Township, \$41,178.27; Treasurer, Kildare Township, \$50,496.52; Treasurer, Marysland Township, \$36,278.09; Treasurer, Moyer Township, \$37,341.02; Treasurer, Pillsbury Township, \$52,574.44; Treasurer, Sible Township, \$26,483.92; Treasurer, Six Mile Grove Township, \$30,924.94; Treasurer, Swenoda Township, \$60,269.09; Treasurer, Tara Township, \$45,706.59; Treasurer, Torning Township, \$56,002.99; Treasurer, West Bank Township, \$66,382.37; Upper MN River Watershed District, \$10,074.51; Upper MN Valley RDC, \$45,009.50; Waste Management Of WI-MN, \$11,218.74.

Roll Call:

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

Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Rudningen reported on Prairie Lakes Youth Program, Planning and Zoning, Personnel Committee and Kerkhoven EDA. Commissioner Fox reported on the Hospital meeting. Chairman Hendrickx reported on AMC Blue Ribbon Task Force, OHV Park Task Force Comprehensive Planning meeting, and Personnel Committee. Commissioner E. Pederson reported on DAC and RDA Committee. Commissioner P. Peterson reported on the Prairie Five meeting.

Administrator Baker reported on two open positions in the Human Services, 2021 Budget meetings, District meeting, OHV Park Task Force Comprehensive Planning meeting, Policy Committee, Covid-19 update, Board of Equalization on June 16th at 5:00 p.m., and the Grow building is moving forward with construction.

Chairman Hendrickx asked for citizen's comments. Mark Hughes had concerns on Prairie Five, Broadband, Financial help during the pandemic, Hospital Board and E-85 gas.

Assistant County Attorney Shawn Reinke held a discussion on the tobacco ordinance. A lengthy discussion was held and further information is needed from Countryside Public Health to act on this policy.

Environmental Service Director Scott Collins requested approval of a Conditional Use Permit #5712 requested by Steve Ehrenberg (owner) & Commerford Gravel, Inc. (Lessee) for aggregate processing.

06-02-20-05 Commissioner Rudningen moved and Commissioner P. Peterson seconded to approve a Conditional Use Permit #5712 requested by Steve Ehrenberg (owner) & Commerford Gravel, Inc. (Lessee) for aggregate processing. A brief discussion was held.

Roll Call:

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

Motion carried unanimously.

Environmental Service Director Scott Collins requested approval of a Conditional Use Permit #5713 requested by Mike Munsterman (Owner) & Central Specialties, Inc. (Lessee) for gravel mining, crushing, sorting, stocking, washing and the placement of portable asphalt hot mix plants.

06-02-20-06 Commissioner P. Peterson moved and Commissioner Rudningen seconded to approve a Conditional Use Permit #5713 requested by Mike Munsterman (Owner) & Central Specialties, Inc. (Lessee) for gravel mining, crushing, sorting, stocking, washing and the placement of portable asphalt hot mix plants. A brief discussion was held.

Roll Call:

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

Motion carried unanimously.

HR Coordinator Amanda Ness requested approval of the Employee Relations, Inc. Permissible Use Agreement.

06-02-20-06 Commissioner E. Pederson moved and Commissioner Fox seconded to approve a of Employee Relations, Inc. Permissible Use Agreement. A brief discussion was held.

Roll Call:

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

Motion carried unanimously.

County Administrator Kelsey Baker updated the board on the Building Committee and Wold Architects & Engineers proposal for the LEC and 6W renovation. A further discussion was held on updating the Jail and renovation to the entry way of the Human Services building. The board asked the Building Committee to further review and finalize the scope of work. No decision was made at this time.

06-02-20-07 Chair Hendrickx adjourned the meeting.

The meeting adjourned at 10:34 AM.

WITNESSED:

Gary Hendrickx, Chair

ATTEST:

Kelsey Baker, County Administrator



Request for Board Action

BOARD MEETING DATE:
June 16 2020

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Marlene Molden	REQUESTOR PHONE: 320-843-4069
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of liquor licenses for the following businesses: Brinks Beer Joint & Brinks 104 Club	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Liquor licenses are required to be reviewed by the Board of Commissioners
BACKGROUND/JUSTIFICATION: Yearly renewal of liquor license.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	The license has been reviewed by the County Attorney and County Sherriff. Both have signed off on the license. No violations of their license have been reported.

Budget Information

FUNDING: n/a

Review/Recommendation

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



Request for Board Action

BOARD MEETING DATE:
June 16 2020

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Auditor	REQUESTOR: Marlene Molden/Kim Saterbak	REQUESTOR PHONE: 320-843-4069
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approval of tobacco licenses for the following businesses: Dollar General Appleton, Brinks Beer Joint, Brinks 104 Club, Don's Food Pride.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Tobacco licenses are required to be reviewed by the Board of Commissioners
BACKGROUND/JUSTIFICATION: Yearly renewal of tobacco license.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	The license has been reviewed by the County Attorney and County Sherriff. Both have signed off on the license. No violations of their license have been reported.

Budget Information

FUNDING: n/a

Review/Recommendation

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



Request for Board Action

BOARD MEETING DATE:
June 16, 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
Koni Coyour 324 West Sorenson Applton, MN 56208	\$1800	6/10/20	Repair of deck for safety. This is where the families enter her home.
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: Click here to enter text.	COMMENTS: Click here to enter text.



Request for Board Action

BOARD MEETING DATE:
June 16

Commissioner's Report

Department Information

ORIGINATING DEPARTMENT: Highway	REQUESTOR: Andrew Sander	REQUESTOR PHONE: (320) 842-5251
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Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Agreement with the state to detour traffic on CSAH 6 from TH 29 to TH 12 in Kerkhoven.	
AGENDA YOU ARE REQUESTING TIME ON: June 10, 2020	ARE YOU SEEKING APPROVAL OF A CONTRACT? Yes
IS THIS MANDATED?	EXPLANATION OF MANDATE:
BACKGROUND/JUSTIFICATION: When the State uses a county road as a detour they do so with an agreement agreement.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	none

Budget Information

FUNDING:	State
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Pass the resolution and a sign the county administrator and county engineer the authority to sign the agreement.

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

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
SWIFT COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 40 Detour**

State Project Number (S.P.):	<u>3409-19</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>40 = 145</u>	\$17,793.95 <u>17,671.37</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Swift County acting through its Board of Commissioners ("County").

Recitals

1. The State is about to perform three bridge replacements construction upon, along, and adjacent to Trunk Highway No. 40 from the Junction of Trunk Highway No. 29 to the Junction of -Kandiyohi County State Aid Highway No. (C.S.A.H.) 7 under State Project No. 3409-19 (T.H. 40=145); and
2. The State requires a detour to carry T.H. 40 traffic on C.S.A.H. 6 and C.S.A.H. 35, used for a detour, during the construction; and
3. The County is willing to maintain the T.H. 40 detour; and
4. The State is willing to reimburse the County for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement;

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. Detour.

- A. **Location(s).** The State will establish the T.H. 40 detour route on the following County roads as detailed in the project plans or Special Provisions:
Stage 2 – C.S.A.H. 6 will be used for the detour for a total distance of 13.4 miles.
Stage 2 – C.S.A.H. 35 will be used for the detour for a total distance of 0.1 miles.
- B. **Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the

County for changes to the detour route. If such change increases the State's total payment amount over the maximum obligation in Article ~~3-23.3.B~~, the Agreement will be amended.

C. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route.

D. **Traffic Control Devices.** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.

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D.E. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. Maintenance.

- A. The County will maintain the portion of the detour that is on ~~City streets~~/County roads, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at District 8, Hutchinson.
- B. **County's Failure to Adequately Maintain.** If the County fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State will be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 40 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the County under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the State against the County for any breach of agreement.

2.3. Basis of State Cost.

- A. **Road Life Consumed.** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
 - i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
 - ii. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".
- B. **Maintenance Costs.** The State's detour maintenance cost will be equal to 115% of the amount computed by using the "Gas Tax Method" formula under Section 2.3.A, since the county roads are not designed to support 10-ton axle loads, and additional maintenance can be expected.

3. Payment

The State's payment consists of the sum of the road life consumed and maintenance amounts.

- 3.1. **For Road Life Consumed.** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

MnDOT Contract No.: 1036652

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Stage</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
C.S.A.H. 6	0.00513	1120	13.4	59	\$4,664,144,542.47
C.S.A.H. 35	0.00513	1120	0.1	59	\$ 38,7133.90

Road Life Consumed Amount: ~~\$4,698,954,576.37~~
576.37

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3.2. For Maintenance. \$13,095.00 is the State's estimated cost for detour maintenance based on \$500.00 multiplied times a County roads length of 13.5 miles times a detour duration of 1.94 months.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the County under this Agreement.

3.3. Total Payment and Maximum Obligation.

A. ~~\$17,793,9517,671.37~~ is the State's estimated payment for road life consumed (~~\$4,698,954,576.37~~) and maintenance (~~\$13,035,0013,095.00~~).

B. \$45,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.4. Conditions of Payment. The State will pay the County the State's total road life consumed and maintenance payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 40 detour to as good condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Ronald Mortensen, Cooperative Agreement Engineer (or successor)
Address: 2505 Transportation Road, Willmar, MN 56201
Telephone: 320-214-6399
E-Mail: ronald.mortensen@state.mn.us

5.2. The County's Authorized Representative will be:

Name, Title: Andy Sander, County Engineer (or successor)
Address: 1634 Hoban Avenue, Benson, MN 56215
Telephone: 320-842-5251
E-Mail: andrew.sander@co.swift.mn.us

6. **Assignment; Amendments, Waiver; Contract Complete**

- 6.1. **Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. **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.
- 6.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. **Liability**

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. **State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. **Government Data Practices**

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, 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 County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

10. **Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

- 11.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2. Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; 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 County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County 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 this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.
- 11.3. Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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MnDOT Contract No.: 1036652

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000xxxxxx

SWIFT COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

-6-

Detour Agreements with Local Maintenance (Cooperative Agreements)

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

SWIFT COUNTY

RESOLUTION

IT IS RESOLVED that the County enter into MnDOT Agreement No. 1036652 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 6 & and No. 35, used as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 40 from the junction of Trunk Highway No. 29 to the junction of Kandiyohi County State Aid Highway No. 7 under State Project No. 3409-19 (T.H. 40=145).

IT IS FURTHER RESOLVED that ~~the~~ the County Administrator _____
(Title)

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and the County Engineer _____
(Title)

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are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Swift County at an authorized meeting held on the 16th day of June, 2020, as shown by the minutes of the meeting in my possession.

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Subscribed and sworn to me this _____ day of _____, 2020

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



Request for Board Action

BOARD MEETING DATE:
June 16, 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 setting Public Hearing date for VanHeuveln petition for outlet into JD #5	
AGENDA YOU ARE REQUESTING TIME ON: Regular	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Required by 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

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

Kevin VanHeuveln 6/6/20 Trustee
6/9/2020
Kimberly K VanHeuveln

Huston & Sons Scott & Rosie Huston
 Owners

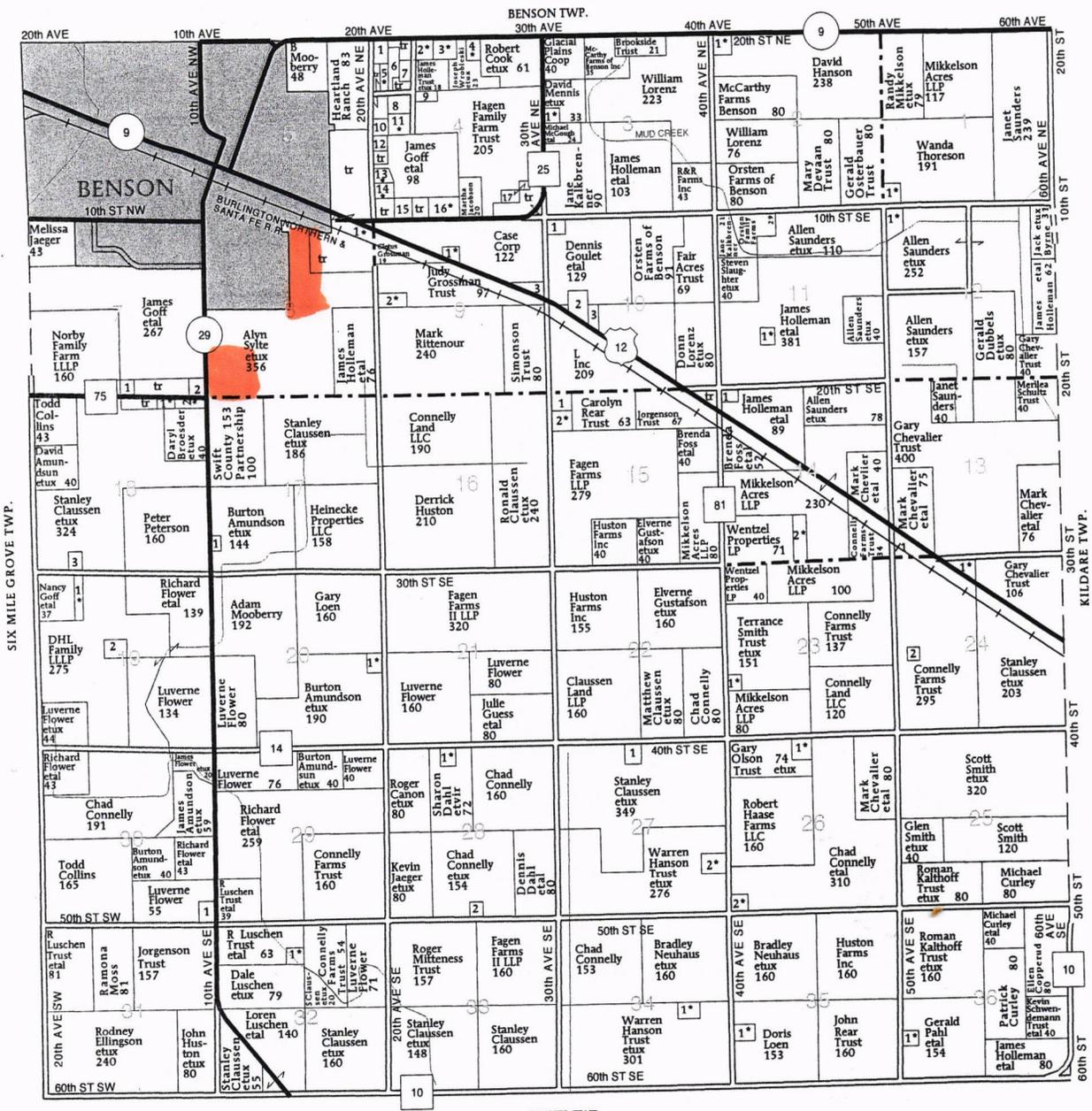
 Phone
320-843-5155
Truck Repair
Huston & Sons Truck Repair
 109 20th Ave. NE
 Benson, MN 56215
 Cell: 320-808-3989

↑
North

T-121-N

TORNING PLAT
(Landowners)

R-39-W



- TORNING TOWNSHIP**
SECTION 1
 1. Knutson, Michael etux 9
SECTION 2
 1. Knutson, Randall etux 11
SECTION 3
 1. Davidson, Darrell etux 5

- SECTION 4**
 1. Skarsten, Lynn 8
 2. Lansverk Trust, Richard etux 7
 3. Jacobson, Alan etux 10
 4. Minchow, Joshua etux 7
 5. Sauls, Jerry etux 6
 6. Schade, Bernadine 9
 7. Kurkosky, Karla 6

8. Thompson, Mark 10
 9. Staton, Dalton 5
 10. State of Minnesota DOT 6
 11. Nelson, Elliott etux 8
 12. Holland, Clayton 5
 13. Dokken, Randall etux 5
 14. Huston, Scott etux 8
 15. Honebrink, Leslie 8
 16. Lee, Richard etux 14

17. Hoffman, Robert etux 7
SECTION 7
 1. Ness LE, Sharon 5
 2. Clausen Properties Inc 6
SECTION 8
 1. Wilson, Charles etux 11
SECTION 9
 1. Kennedy Trust, Troy etux 6

2. Ascheman, Thomas etux 10
 3. Clausen Properties Inc 14
SECTION 10
 1. Goulet, Roxanne 10
 2. AgraLite Coop 13
 3. Great River Energy 5
SECTION 11
 1. Chevalier, Mark etux 7

- SECTION 12**
 1. Knutson, Michael etux 15
SECTION 13
 1. Connelly Farms Business Trust 8

Section 8 of Torning Township



Section #8 Torning Twp.

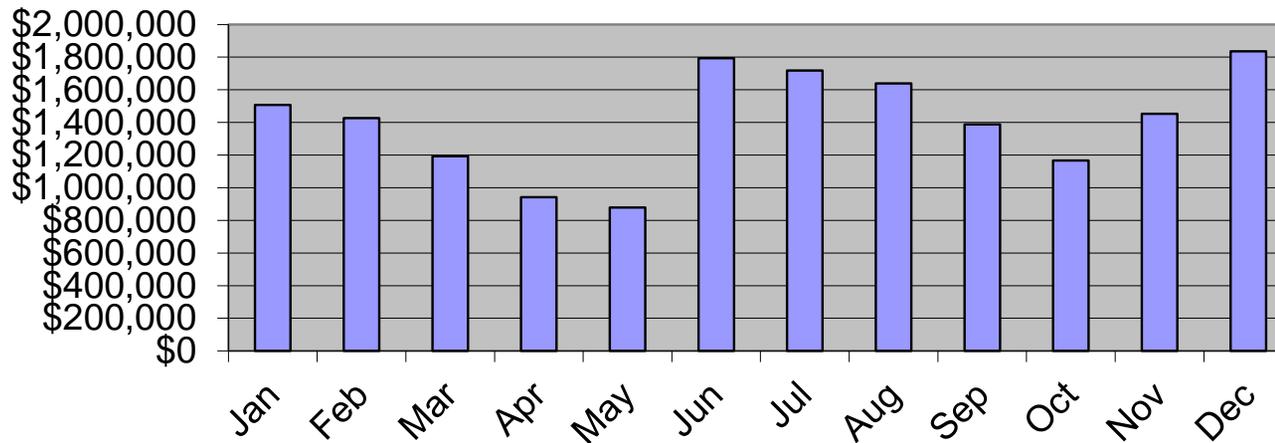
Benefited Acres

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

↑
North

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**





2020 CBAE Meeting

June 16 2020



LBAE recap

- ▶ All meetings were done virtually
- ▶ 3 jurisdictions chose to not have a meeting and have their appeal become and Open Board for this year and the next 3 years.
 - ▶ Appleton Township
 - ▶ Swenoda Township
 - ▶ Clontarf City
- ▶ Local Assessors all licensed or will be for next cycle

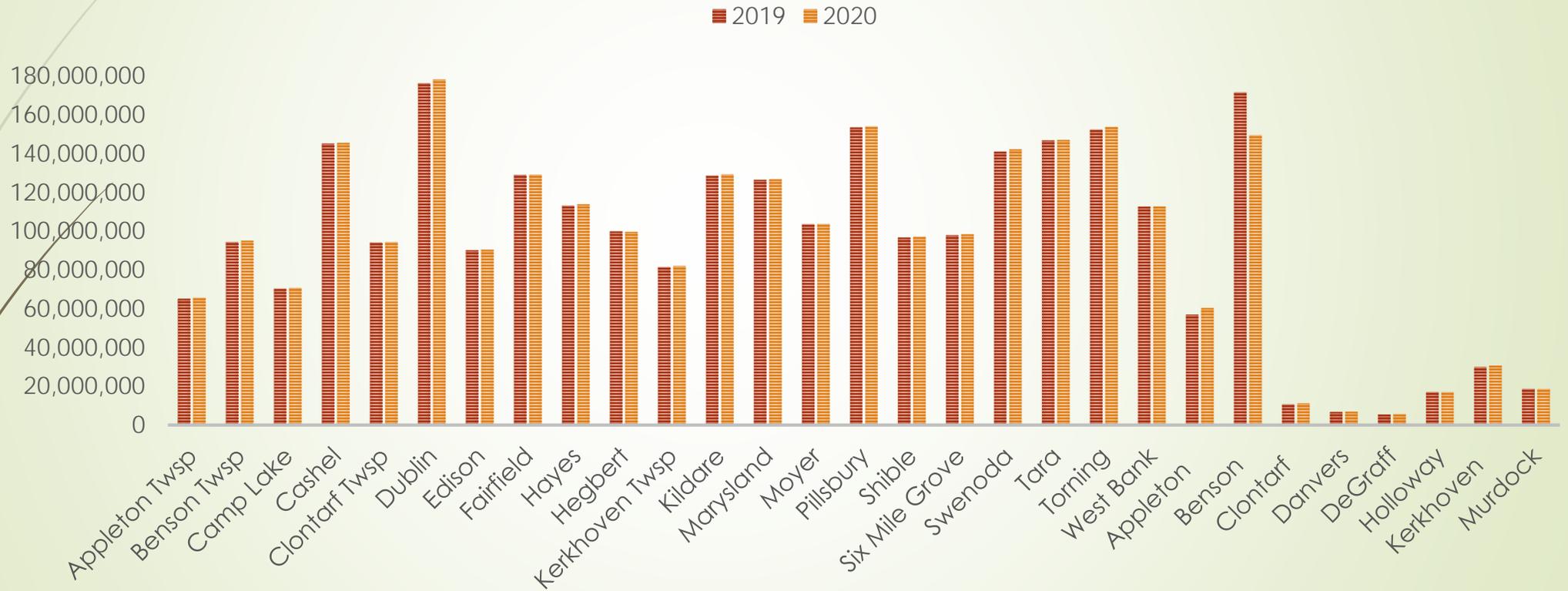


Value change for 2020

- ▶ Total Estimated Market Value \$2,728,613,700 (-.23% from 2019)*
 - ▶ AG/Rural Vacant \$2,294,145,542 (84.08%)
 - ▶ Residential \$302,201,758 (11.08%)
 - ▶ Seasonal Rec \$4,015,100 (0.15%)
 - ▶ Apartments \$15,394,500 (0.56%)
 - ▶ Commercial \$91,874,000 (3.37%)
 - ▶ Industrial \$20,833,700 (0.76%)
 - ▶ Other \$149,100 (<.01%)

* Does not include state assessed and exempt properties

Value change for 2020





2020 Tax Capacity values*

- AG/Rural Vacant \$18,503,308 (78.14%)
- Residential \$2,429,338 (10.26%)
- Seasonal Rec \$40,151 (0.17%)
- Apartment \$175,315 (0.74%)
- Commercial \$1,720,109 (7.26%)
- Industrial \$408,717 (1.73%)
- Other \$401,710 (1.70%)
- Total \$23,678,648 (-0.66% from last year)

* Based on 2020 Spring mini abstract



New Construction

- ▶ Total New Construction \$10,592,800
 - ▶ AG \$6,956,700
 - ▶ Residential \$1,243,800
 - ▶ Apartments \$1,777,600
 - ▶ Commercial \$614,700



Sales 10/01/18 – 09/30/19

- Residential

- Residential median 94.84% from 96 sales county wide
- Benson 62 sales 97.46%
- Kerkhoven 10 sales 91.38%
- Appleton 6 sales 94.15%

- AG

- AG median 98.70% from 37 sales county wide
- <F:\2020 Board of Appeal\Ag sales.pdf>

- Commercial

- 5 sales in county



Current sales period

- ▶ Residential 92.92% with 33 sales county wide through mid March
- ▶ Ag 117.80% with 18 sales county wide through mid March
- ▶ Numbers match trends seen in regional counties



Assessing moving forward

- ▶ Appraising with COVID
 - ▶ Exterior assessments only
 - ▶ GIS
 - ▶ MLS and realtor sites
 - ▶ Drive by viewing
 - ▶ Focus on equalizing
 - ▶ Phone calls
 - ▶ New construction



Assessing moving forward

- ▶ CPI conversion
 - ▶ Working with Chelsey
- ▶ CRP
 - ▶ Land reductions
- ▶ Tax Court
 - ▶ Key dates
 - ▶ Discovery served no later than February 16, 2021
 - ▶ Trial ready as of May 17, 2021