

# Notice & Agenda

## Swift County Board of Commissioners

### AGENDA

Tuesday, May 15, 2018

9:00 AM

**Benson City Council Chambers – 1410 Kansas Ave, 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. Times are only estimates and items may be taken out of order.

<u>Time</u>	<u>Reference</u>	<u>Item</u>
9:00 a.m.		<b>Call to Order and Roll Call</b>
9:01 a.m.		<b>Approve Agenda</b>
9:03 a.m.		<b>Consent Agenda</b>
	1-2	(1) Minutes from the May 1, 2018 Regular Meeting
	3-4	(2) Consider approving an Absentee Ballot Board Resolution for the 2018 Primary Election
	5-8	(3) Consider approving the Agreement between the University of Minnesota and Swift County for Extension programs
	9-11	(4) Consider approving two new board members for RDA
	12	(5) Consider approval of tobacco licenses for the following businesses: Ascheman Uni-Mart, DeGraff Municipal Liquor Store, Casey's General Store-Appleton, Don's Food Pride and Holloway Hideout
9:04 a.m.		<b>Consider Approval of Commissioner warrants and review Auditor warrants reviewed</b>
9:05 a.m.		<b>Commissioner and Board reports</b>
9:20 a.m.		<b>County Administrator report</b>
9:25 a.m.		<b>Citizens Comments</b>
9:25 a.m.		<b>Kelsey Baker, County Administrator</b>
	13-19	Consider approving a Resolution and Agreement between Swift County and Yellow Medicine County for Shared Highway Engineer Services
	20-21	Consider approving to commit funds of \$50,000 for the OHV Park purchase
	22-23	Consider approval of Proposal Request #17 from Sussner Construction of \$456,652 to replace the Courthouse windows
10:00 a.m.		<b>Kim Saterbak, Auditor</b>
	24-30	Consider approving signing a Mid-State Computer Collaborative Joint Powers Agreement
	31-38	Consider approving and signing a Master Agreement to Provide Professional Services between CPU and Swift County
10:15 a.m.		<b>Gary Jensen, Human Services</b>
	39-44	Monthly Update
10:25 a.m.		<b>Jennifer Frost, RDA</b>
	45-49	One-time Exception Decision
10:35 a.m.		<b>Other Business</b>
		Grow building discussion/decision
		2019 Initial Budget Discussion
<b>10:45 a.m.</b>		<b>Road Tour</b>
3:30 p.m.		<b>Adjournment</b>

## **SWIFT COUNTY BOARD MINUTES**

### **May 1, 2018**

Chairman Rudningen called the meeting to order at 9:00 AM with all members present. Also present: County Administrator Kelsey Baker, County Auditor Kim Saterbak, and Terri Orr.

Chairman Rudningen asked if there were any changes or additions to the agenda. Commissioner P. Peterson requested that County Engineer Andrew Sander present at 9:30 AM. There were no other changes or additions.

**04-17-18-01** Commissioner E. Pederson moved and Commissioner Hendrickx seconded to approve the agenda as amended. Motion carried unanimously.

**04-17-18-02** Commissioner Fox moved and Commissioner Hendrickx seconded to approve the Consent Agenda items: (1) Approval of Minutes from the April 17, 2018 Regular Meeting, (2) Approval of Extension's sponsor request, (3) Approval of a contribution to the Glacial Ridge Trail Development Association, (4) Approval of two Daycare Grants. Motion carried unanimously.

**04-17-18-03** Commissioner P. Peterson moved and Commissioner E. Pederson seconded to approve the Commissioner warrants as follows: Chairman Rudningen requested an additional warrant for \$366,130.00 to Sussner Construction, County General Revenue, \$31,187.75; Solid Waste Fund, \$22,473.49; Road and Bridge, \$31,949.20; Capital Projects Fund, \$366,130.00; County Ditches Fund, \$470.67; County health insurance, \$436.00 which includes the following bills over \$2,000: Applied Concepts Inc., \$3,182.10; Ascheman Oil., \$2,353.66; Brock White Company, \$12,141.30; Dooley Petroleum Inc., \$2,250.36; Geyer Recycling, \$5,980.00; Kubesh/Gene, \$8,000.00; Northern Lights Trail Snowmobile Club, \$10,581.07; Productive Alternatives, \$2,088.75; Sussner Construction Inc., \$366,130.00; Waste Management Of Northern Minnesota, \$16,331.17; Yellow Medicine County Jail, \$6,137.88. Motion carried unanimously.

Board and Committee Reports were given as follows: Commissioner Hendrickx reported on AMC Board of Directors, MnDot 119 Highway 59 & 7 meeting, Southern Prairie, Prairie Waters Tourism Board, Appleton Building project and RDC. Commissioner P. Peterson reported on Joint Engineer meeting, HRA and Prairie Five Community Action Group. Commissioner E. Pederson reported on DAC meeting, Extension meeting and Historical Society meeting. Commissioner Fox reported on Chippewa River Watershed and Hospital Finance Committee meeting. Chairman Rudningen gave an update on the Joint Engineer meeting.

Chairman Rudningen asked for Citizens comments: There were none.

Administrator Kelsey Baker discussed the move back into the Courthouse, Employee Recognition Luncheon and Joint Engineer meeting. The Road Tour was discussed and the time and date was set.

County Engineer Andrew Sander recommended not approving the bid received for the 2018 gravel crushing contract in the east half of the county and suggested re-advertising for bids county wide.

**04-17-18-04** Commissioner P. Peterson moved and Commissioner Hendrickx seconded the recommendation to re-advertise county wide for gravel crushing bids. Motion carried unanimously.

County Auditor Kim Saterbak asked the board to consider approving authorizing the Auditor to sign a voting equipment grant contract with the Minnesota Secretary of State.

**04-17-18-05** Commissioner Hendrickx moved and Commissioner E. Pederson seconded to approve

authorizing the Auditor to sign a voting equipment grant contract with the Minnesota Secretary of State. Motion carried unanimously.

Auditor Saterbak discussed the purchase of polling equipment. A brief discussion was held.

Auditor Saterbak presented the 1<sup>st</sup> Quarter 2018 financial information. A brief discussion was held.

Treasurer Ron Vadnais presented the 1<sup>st</sup> Quarter Treasurer Cash & Investment Report. A brief discussion was held.

**04-17-18-06** Commissioner P. Peterson moved and Commissioner Hendrickx seconded to adjourn. Motion carried unanimously.

Meeting adjourned at 10:18 AM.

WITNESSED:

\_\_\_\_\_  
Eric Rudningen, Chair

ATTEST:

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



# Request for Board Action

BOARD MEETING DATE:  
May 15, 2018

## 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 an Absentee Ballot Board Resolution for the 2018 Primary 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
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: Was submitted for review prior to the meeting	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None

**RESOLUTION**  
**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 May 15, 2018; 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

\_\_\_\_\_  
Eric Rudningen, Chairman

ATTEST:

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

Fox \_\_

Hendrickx \_\_

Pederson \_\_

Peterson \_\_

Rudningen \_\_

**Agreement  
Between the University of Minnesota  
And  
Swift County  
For providing Extension programs locally and Employing  
Extension Staff**

**This Agreement** (“Agreement”) between the County of Swift Minnesota (“County”) and the Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 (“University”) is effective January 1, 2019, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2019 and ending on December 31, 2021, unless earlier terminated as provided in paragraphs 8 and 9.

**WITNESSETH:**

**WHEREAS**, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

**WHEREAS**, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University’s Director of Extension, or the Director’s designee, as identified in Minn. Stat. §38.36, Subd. 3; and

**WHEREAS**, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

**WHEREAS**, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

**NOW THEREFORE**, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment University’s state-wide Extension programs. The programs that the County will augment are detailed in Table A below.

Table A

<b>Program</b>	<b>FTE</b>	<b>2019 Price</b>	<b>FTE</b>	<b>2020 Price</b>	<b>FTE</b>	<b>2021 Price</b>
Extension Educator *	0.00	\$0	0.00	\$0	0.00	\$0
4-H Program Coordinator	1.00	\$73,780	1.00	\$75,256	1.00	\$76,761
Hort. Program Coordinator	0.00	\$0	0.00	\$0	0.00	\$0
<b>Total</b>	<b>1.00</b>	<b>\$73,780</b>	<b>1.00</b>	<b>\$75,256</b>	<b>1.00</b>	<b>\$76,761</b>

\* For multiple Educators, list program area of responsibility:

2. County recognizes that University costs for supporting these positions may increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties will agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University will be responsible for providing salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of office space, telephone, computer, network connections for email and other communications, software, support staff and other general office supplies. The University will recommend technology needs and other office standards. Nevertheless, the level of availability and type of such support will be determined by the County.

4. University will bill the County on a quarterly basis and the County will submit payment within 35 days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four equal quarterly payments.

5. As vacancies occur, and if the County and University agree to continue to support the desired program and position, University will hire new personnel with involvement and concurrence of the County Extension Committee. The County will not be billed for a position during the time that position is vacant.

6. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The University in accordance with University personnel guidelines will determine salary adjustment of each University Extension employee.



12. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

13. The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

**IN WITNESS WHEREOF**, the parties by their respective authorized agents or officers have executed this Agreement.

**COUNTY of SWIFT**

**Regents of the University of Minnesota**

BY \_\_\_\_\_  
Chair, County Board of Commissioners

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Approved as to form:

BY \_\_\_\_\_  
County Attorney

DATE \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_



# Request for Board Action

BOARD MEETING DATE:  
5/15/18

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: RDA	REQUESTOR: Jennifer Frost	REQUESTOR PHONE: 320-842-4769
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Appoint Heidi Gandsey, District 2 and Tom Walsh, District 4 to the RDA Board effective immediately.	
AGENDA YOU ARE REQUESTING TIME ON: Consent Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: Swift County RDA is a 9 member board made of Swift County residents with an interest in economic and community development from around the County. No more than three members can be from any one district, and terms are staggered. Both applicants to the RDA have experience with Swift County's agricultural resources and will make excellent additions to the Board. Heidi is Fuel Manger at Benson Power LLC. Even though Benson Power LLC (formerly Fibrominn), is shuttering, our County's vast biomass resources remain. Heidi's expertise in feed stock for biomass will help guide the board toward recognizing new economic opportunities in biomass. Tom has a passion for improving business opportunities in Swift County, serves on KMS School Board and participates in the Blandin Community Leadership Program. Tom's experience in Swift County's growing dairy industry will enhance the board's understanding of dairy as we promote opportunities for dairy processing in Swift County.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Applications reviewed by RDA	

### Budget Information

FUNDING: NA
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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: Click here to enter text.	COMMENTS:

### Board Action

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

**Swift County Rural Development Finance Authority  
REQUEST FOR APPOINTMENT TO BOARD**

**Mission Statement of the Swift County RDA:**

Providing opportunities for economic and community development in Swift County.

We welcome you as an applicant for the Swift County RDA Board. This group plays a very important role in Swift County. Please fill out the information requested below. You are encouraged to attach any additional information which you believe qualifies you for appointment to the board. Thank you!

**PERSONAL INFORMATION:**

Name Heidi Gandsey Address 505 18th Street North

City Benson MN Zip Code 56215

Telephone: Home 320-297-0603 Business \_\_\_\_\_

Email address: heidi.gandsey@gmail.com

How long have you been a resident of Swift County? 14 years

Have you served previously on any of Swift County's boards or commission? YES  NO

Have you served previously on any board/commission in any other community? YES  NO

Are any members of your immediate family presently employed by the RDA or Swift County? YES  NO

Occupation: Fuel Manager Name of Employer: Benson Power

I am a member of the following civic organizations: N/A

Please list your special interests, education, past experiences, etc., which you feel would benefit the Swift County RDA by your appointment to the board:

I have a genuine interest in supporting growth to our area. I believe my professional experiences and skill set will support the effort to promote and grow our local economy.

Additional comments:

Thank you for your consideration.

**Please return this form by postal mail or email to:**  
Swift County RDA, PO Box 207, Benson, MN 56215  
[rda@co.swift.mn.us](mailto:rda@co.swift.mn.us)

Swift County Rural Development Finance Authority  
REQUEST FOR APPOINTMENT TO BOARD

Mission Statement of the Swift County RDA:

Providing opportunities for economic and community development in Swift County.

We welcome you as an applicant for the Swift County RDA Board. This group plays a very important role in Swift County. Please fill out the information requested below. You are encouraged to attach any additional information which you believe qualifies you for appointment to the board. Thank you!

PERSONAL INFORMATION:

Name Tom Walsh Address 705 100<sup>th</sup> ST SE

City De Graff MN Zip Code 56271

Telephone: Home 320-760-2607 Business Farmer

Email address: tom.walsh@riverviewllp.com

How long have you been a resident of Swift County? 47 years

Have you served previously on any of Swift County's boards or commission? YES  NO

Have you served previously on any board/commission in any other community? YES  NO

Are any members of your immediate family presently employed by the RDA or Swift County? YES  NO

Occupation: Farmer Name of Employer: Selfemployed / Riverview

I am a member of the following civic organizations: KMS school Board, Mundock catholic church Board,

Please list your special interests, education, past experiences, etc., which you feel would benefit the Swift County RDA by your appointment to the board:

Agriculture, Been involved in many farm groups, That would help me see The opportunities That are out There I am a Lifetime resident of swift Co and want To continue To see it be a Great Place To Do Business and raise a family.

Additional comments:

Thank You for your consideration

Please return this form by postal mail or email to:  
Swift County RDA, PO Box 207, Benson, MN 56215  
[rda@co.swift.mn.us](mailto:rda@co.swift.mn.us)



# Request for Board Action

BOARD MEETING DATE:  
May 15, 2018

## 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: Aschman Uni-Mart, DeGraff Municipal Liquor Store, Casey's General Store-Appleton, Don's Food Pride and Holloway Hideout.	
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
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### 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:  
May 15, 2018

## 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: Consider Approving a Resolution to appoint a County Engineer to a Four-Year Term and Agreement between Swift County and Yellow Medicine County for Shared Highway Engineer Services	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: n/a
BACKGROUND/JUSTIFICATION: Yellow Medicine County and Swift County have had a shared engineer for a number of years. The proposed agreement runs for four years and follows the term of appointment for the County Engineer.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED?	None

### Budget Information

FUNDING: None
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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

**RESOLUTION**

**APPOINTING A COUNTY ENGINEER TO A FOUR-YEAR TERM**

Motion by Commissioner \_\_\_\_\_ Seconded by Commissioner \_\_\_\_\_

WHEREAS, Minnesota Statute 163.07 requires counties to appoint a County Engineer every 4 years, and

WHEREAS, Swift County Engineer Andrew Sander's current term is set to expire on May 31, 2018, and

WHEREAS, the Swift County Board of Commissioners wishes to extend his term for an additional 4 years.

NOW, THEREFORE, BE IT RESOLVED, that Andrew Sander is appointed to serve an additional 4 year term as the Swift County Engineer through May 31, 2022.

Adopted on a \_\_\_\_\_ vote by the Swift County Board of County Commissioners the 15<sup>th</sup> day of May 2018.

Swift County Board of Commissioners

\_\_\_\_\_  
Eric Rudningen, Chairman

ATTEST:

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

## Agreement between Swift County and Yellow Medicine County For Shared Highway Engineer Services

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THIS AGREEMENT is made and entered into this 1<sup>st</sup> of May, 2018 by and between Yellow Medicine County, a body corporate and politic existing under the laws of the State of Minnesota, and Swift County, a body corporate and politic existing under the laws of the State of Minnesota.

WHEREAS, Yellow Medicine County is in need of County Highway Engineering services for completion of various projects and other tasks on an on-going basis;

WHEREAS, Swift County has a licensed professional Highway Engineer who is qualified to provide the county Highway Engineering services to Yellow Medicine County and Swift County desires to enter into an agreement with Yellow Medicine County to provide services identified herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

- I. Scope of Services. The County Highway Engineer of Swift County will provide the following services:
  - a. Responsible for Plans, Proposals and Engineer's estimates for construction projects.
  - b. Responsible to review and sign project documents, to include preliminary, on-going construction and final documents as needed.
  - c. Provide bridge safety inspections when needed and sign the annual Bridge Safety Inspection report.
  - d. Responsible to work with contractors and manage problems or concerns.
  - e. Complete the 5 year Road Plan.
  - f. Responsible for completing the annual Highway Department budget and monitor revenues and expenditures.
  - g. Fulfill requirements as indicated by MN Law or MNDOT Rules.
  - h. Represent the Highway Department at Various meetings as deemed necessary.
  
- II. Fees For Services:
  - a. Swift County will establish a separate department called Highway Engineer department. In this department, they will track all expenses associated with this position including, but not limited to; salary, benefits, travel, vehicle expenses, continuing education, conferences, office supplies and expenses, stationary and mobile telephones, dues and subscriptions. Revenues will be tracked by entity. Quarterly reports will be provided to Yellow Medicine County.
  
  - b. Swift County and Yellow Medicine County will each pay 50% of the total costs for engineering services. The total costs will be estimated annually, based on a calendar year budget, and shall be adequate to cover all estimated costs associated with this department. After the close of the calendar year,

and upon reconciliation of final costs, the total net cost will be determined. If the total net costs is higher than that paid during the year, each participating county will pay an additional amount equal to 50% of the additional total net cost for that calendar year. If the total cost is found to be less than what was paid, either a credit against future charges or a refund will be issued at the discretion of the participating county.

- III. Professional Services: Swift County agrees that the services provided to Yellow Medicine County will be delivered by a licensed professional Highway Engineer. Swift County further agrees that the services will not be provided by a substituted professional without Yellow Medicine County's express written consent.
- IV. Contract Term: The term of this agreement shall commence 1<sup>st</sup> day of May, 2018 and continue in full force and effect until May 31, 2022, or unless: 1) the contract is terminated as provided herein or 2) the Current County Engineer would leave Swift County, whichever occurs first.
- V. Termination of Contract: The parties agree that this contract will not be terminated until the services are provided herein, unless there is a removable offense by the Highway Engineer as outlined in MN Statute 163.07. If the removable offense occurs in Swift County, the Swift County Administrator will inform the Yellow Medicine County Administrator there is an offense and the results of the proceedings. If the offense occurs in Yellow Medicine County, Yellow Medicine County Administrator will notify the Swift County Administrator of the removable offense and allow time for correction. If the offense is not resolved within a reasonable amount of time, Yellow Medicine will give Swift County a second notice and 30 days to resolve the issue. If the issue still remains unresolved, Yellow Medicine may terminate the contract with 120 day notice. If one of the two parties disagrees that the alleged issues meets the requirement of MN Statute 163.07 then they may seek binding arbitration. Additionally, if Swift County would move to terminate the incumbent County Engineer and it was found through arbitration that the County Engineer did not commit an offense as outlined in MN Statute 163.07 then Swift County and Yellow Medicine County will equally share in the costs of the arbitration, costs that would be incurred due to the arbitration, and agree that the contract would continue to run until it is allowed to termination on May 31, 2022.
- VI. Oversight of services: The Administrator in Swift County will provide routine oversight of the daily operations of the Highway Engineer. The Administrator in Swift County will be responsible for completion of an annual Performance Review for the Highway Engineer.

If Yellow Medicine has performance concerns, the Yellow Medicine Administrator shall present those concerns to the Swift County Administrator. The Swift County Administrator will work with the County Engineer to address those concerns and will present a plan to address those concerns to the Yellow Medicine Administrator within 60 days.

- VII. Swift County Highway Engineer Not Considered Employee of Yellow Medicine County. The Swift County Highway Engineer is a Swift County employee and shall at all times herein be considered a Swift County employee. The Swift County Highway Engineer will not be considered a Yellow Medicine County employee. The Swift County Highway Engineer shall be subject to the personnel and other policies of Swift County.
- VIII. Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.
- IX. Insurance: In order to ensure that each party will be able to provide indemnification as required by the above provision, each party will maintain general liability and automobile liability with coverage limits not less than those prescribed under Minn. Stat. 466.04; and Workers' Compensation insurance coverage or self-insurance in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.
- X. Assignment: Neither Yellow Medicine County nor Swift County may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld.
- XI. Non-Waiver and Accumulation of Remedies: The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise an option herein provided, shall not constitute a waiver of such provision, right, remedy, or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver, but shall apply solely to the instances to which such waiver is directed. The remedies provided under this Agreement shall be cumulative and not alternative, and the election of any one remedy for breach shall not preclude the pursuit of other remedies.
- XII. Privacy Data: Swift County agrees to abide by the applicable provisions of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

- XIII. Records Retention and Availability/Audit: Yellow Medicine County and Swift County shall keep pertinent business records pursuant to this Agreement. Such records shall be maintained for at least 6 years from the date payment was last provided or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. Both parties shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by either County or either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota state 16C.05, subd. 5. The records may also be subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this contract.
- XIV. Entire Agreement: This Agreement embraces the entire agreement between the parties. No oral agreement or representation concerning this Agreement shall be binding.
- XV. Severability: Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this agreement so constructed is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
- XVI. Amendments: This Agreement may be altered, extended changed or amended in writing by mutual agreement of the parties when dated and attached hereto without altering the other terms of this agreement.
- XVII. Notice: Notice shall be given to the other party in writing and may be effectuated by delivery by U.S. Mail at the following addresses: Notice shall be made to Swift County by mailing to Kelsey Baker, County Administrator, Swift County Courthouse, 301 14th Street N, Benson, MN 56215. Notice shall be made to Yellow Medicine County by mailing it to Peggy Heglund, Yellow Medicine County Administrator, 180 8th Ave, Granite Falls, MN 56241.

**IN WITNESS WHEREOF**, Yellow Medicine County and Swift County have caused this Agreement to be executed by the person authorized to act in their respective names on the date shown below.

**Approved by the Swift County Board**

**Approved by the Yellow Medicine County Board**

**Meeting this \_\_\_ day of \_\_\_\_.**

**Meeting this \_\_\_ day of \_\_\_\_.**

By \_\_\_\_\_  
Chair of County Board

By \_\_\_\_\_  
Chair of County Board

Attest:

By \_\_\_\_\_  
County Administrator

By \_\_\_\_\_  
County Administrator

Approved as to form and execution: \_\_\_\_\_  
Swift County Attorney/ Date

Approved as to form and execution: \_\_\_\_\_  
Yellow Medicine County Attorney/ Date



# Request for Board Action

BOARD MEETING DATE:  
May 15, 2018

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-843-8399
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Approve to commit funds of \$50,000 for the OHV Park purchase	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: County Board action needs to be taken to commit funds.
BACKGROUND/JUSTIFICATION: Swift County has been in negotiations to purchase land to expand the OHV Park in Appleton. The Appleton Project is willing to initially pay for the purchase of the land parcel, contingent that Swift County will reimburse the Appleton Project for this purchase at a future date. The amount of \$50,000 has been requested to show "intent to buy". The Appleton EDA has committed to \$20,000 and the Appleton Project committed to \$30,000. I am requesting that the Board of Commissioner's commit \$50,000 for the purpose of acquiring this property.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Grant Request	

### Budget Information

FUNDING: General Revenue Fund
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR:
RECOMMENDATIONS:	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None

# RESOLUTION

## COMMITTEMENT OF FUNDS TO OHV PARK

Motion by Commissioner \_\_\_\_\_  
Commissioner \_\_\_\_\_

Seconded by

**WHEREAS**, Swift County has been negotiating the purchase of parcel 01-0092-000 to expand the OHV Park in Appleton, Minnesota,

**WHEREAS**, To show Swift County's intent to purchase this property, it has been requested \$50,000 of Swift County funds need to be available,

**NOW, THEREFORE BE IT RESOLVED**, that the \$50,000 be committed in anticipation of the land purchase.

**BE IT FURTHER RESOLVED**, which the committed funds is herewith amended as necessary to reflect this resolution.

Adopted on a \_\_\_\_\_ vote by the Swift County Board of County Commissioners the 15<sup>th</sup> day of May, 2018.

Swift County Board of Commissioners

\_\_\_\_\_  
Eric Rudningen, Chairman

ATTEST:

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

Fox \_\_\_\_\_  
Peterson \_\_\_\_\_

Hendrickx \_\_\_\_\_  
Rudningen \_\_\_\_\_

Pederson \_\_\_\_\_



# Request for Board Action

BOARD MEETING DATE:  
May 15, 2018

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: Administration	REQUESTOR: Kelsey Baker	REQUESTOR PHONE: 320-843-8399
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Consider approval of Proposal Request #17 from Sussner Construction of \$456,652 to replace the Courthouse windows	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: <a href="#">Click here to enter text.</a>
BACKGROUND/JUSTIFICATION: When the Swift County Courthouse Renovation project was started, it was discussed to replace the windows. In the initial bid for the project it was changed to repair, therefore, the windows that only needed to get repaired were fixed. However, the majority of the windows in the courthouse need to be replaced. The current windows, most of which were replaced approximately twenty years ago, are non-insulated single pane units of various styles. Additionally, transom windows infilled with solid panels to create plenum space have poor insulation value. These windows do not provide the energy efficiency characteristics that we have just updated in the courthouse, therefore place additional burden on the HVAC system.	
PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Grant Request	<a href="#">Click here to enter text.</a>

### Budget Information

FUNDING: Capital Improvement Bond and General Revenue Fund (Reserves)
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### Review/Recommendation

COUNTY ATTORNEY: Danielle Olson	COUNTY ADMINISTRATOR: Kelsey Baker
RECOMMENDATIONS: <a href="#">Click here to enter text.</a>	RECOMMENDATIONS: Approve
COMMENTS: n/a	COMMENTS: None

May 11, 2018



**Kelsey Baker**  
County Administrator  
Swift County Courthouse  
301 14<sup>th</sup> Street North  
PO Box 207  
Benson, Minnesota 56215-0207



Re: Swift County  
Courthouse Renovation  
Commission No. 162218

Dear Kelsey:

We received pricing for PR #17 dated April 3, 2018 for window replacement. This includes removing all existing windows and replacing them with custom windows that will more closely match the original historic windows. The new windows will not only restore the original appearance of the courthouse, but also offer a better thermal performance.

The total cost for this item is \$456,652.00 and represents fair value. The cost is presented in the attached change order. Please sign and return a digital copy to my attention to be distributed to the Contractor.

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read "Jonathan Loose".

Jonathan Loose | P.E., LEED AP BD+C  
Associate

cc: Vicki Syverson, Swift County

SS/MN/COU\_Swift/162218/crsp/mar18

**Wold Architects and Engineers**  
332 Minnesota Street, Suite W2000  
Saint Paul, MN 55101  
woldae.com | 651 227 7773

**PLANNERS  
ARCHITECTS  
ENGINEERS**



# Request for Board Action

BOARD MEETING DATE:  
May 15, 2018

## 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 and signing a Mid-State Computer Collaborative Joint Powers Agreement.	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Authorization by the Board of Commissions is required for Swift County to approve signing of a contracts
BACKGROUND/JUSTIFICATION: Swift County was one of the five counties that joined together to form the Mid-State Computer Collaborative on May 3, 1984. There are now 29 counties in the Mid-State Computer Collaborative working together to collaborate on common technology issues. This included data processing software and negotiating contracts beneficial to all parties. This agreement has been created to update the joint power name and terms of agreement.	
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: Was submitted for review prior to the meeting	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None

# Mid-State Computer Collaborative Joint Powers Agreement

## I. INTRODUCTION

This Joint Powers Agreement (“JPA”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the Counties of Big Stone, Cottonwood, Douglas, Grant, Kandiyohi, Lake of the Woods, Lincoln, Lyon, Mahnomon, Marshall, Meeker, Mille Lacs, Murray, Nobles, Norman, Pipestone, Pope, Red Lake, Redwood, Renville, Rock, Steele, Stevens, Swift, Todd, Traverse, Wadena, Wilkin, Yellow Medicine (“Party” or “Parties”). This agreement is entered into pursuant to Minnesota Statute §471.59.

## **HISTORY AND BACKGROUND**

Most of the Parties to this JPA have been working together for many years, and in some instances for over three decades, beginning in the 1980s, to collaborate on common technology issues, including data processing software and joint efforts to negotiate contracts beneficial to all participants. The original name for the entity was “Mid-State Computer Cooperative.”

Originally, when these counties started working together Stevens County had a computer programmer employee who provided computer programming services that other participating counties thought would be beneficial to their counties. Stevens County contracted with those counties to provide services. On May 3<sup>rd</sup>, 1984 the first meeting of Mid-State was conducted.

During the early 1990s the Stevens County programmer left employment with Stevens County and started Computer Professionals Unlimited Incorporated (hereinafter “CPUI”. CPUI began providing computer database software services to the Mid-State participating counties.

None of the Joint Powers Agreements from the 1990s between the various counties actually created an entity called Mid-State. Mid-State operated under By-Laws that were apparently updated from time to time. Mid-State’s By-Laws were last revised on June 23, 2004. However, the by-laws were created for a non-existent entity since no joint powers agreement creating Mid-State was ever executed. This agreement seeks to remedy that oversight.

Also, the name of Mid-State Computer Cooperative is not a legal name. The term “Cooperative” can only be used by entities that meet the criteria under Chapter 308A of the Minnesota Statutes and cooperatives must follow the rules of that Chapter. Continued use of the term “Cooperative” in the title of the entity would be illegal. The Parties intend to create a legal joint powers entity.

The Parties desire to continue to work together to negotiate information technology contracts and share technology resources.

The Parties agree that all obligations as stated or implied in this agreement shall be interpreted in light of and consistently with governing state and federal laws;

NOW, THEREFORE, in consideration of the conveyance and mutual agreements combined herein and pursuant to the foregoing, and to Minn. Stat. § 471.59, the Parties do hereby establish the Mid-State Computer Collaborative Joint Powers Board which will be known as Mid-State Computer Collaborative (“MSCC”), having the composition, powers, and duties provided in this Agreement as follows:

## **II. PURPOSE**

The purpose of the agreement is to provide an organization through which the Parties may jointly provide for the following:

1. The sharing of costs of computer software and hardware and other information technology.
2. Jointly negotiate contracts with vendors of products and services.
3. Create an entity capable of owning technology and software licenses on behalf of all of the parties.

## **III. COMPOSITION**

Legal authority of the Collaborative shall be exercised by the Joint Powers Board, hereinafter referred to as the "Board". Each Party shall have one board member. At the outset of this agreement all Parties are counties and the technology at issue primarily benefits the Auditor and Treasurer offices or similar offices of each Party. Therefore, the lead official from those offices shall be the board member from each Party by default unless the governing board of the Party appoints someone else to represent that Party.

All members of the Board shall serve without compensation.

The Board shall elect from its membership a chairperson and such other officers as it deems necessary for the conduct of its affairs.

Each party participating in this Agreement shall have one vote in the determination of issues. Decisions will be carried if they have a simple majority. A quorum is necessary to conduct business that requires a formal vote. A quorum will constitute a simple majority of the members of the Board.

The Board shall meet at such times or intervals as the Board thinks necessary to conduct the business of the Collaborative. The Board agrees to set the meeting schedule far enough in advance, and at times and places that are convenient to all representatives of the Board.

It is expected that Board representatives will participate regularly in board meetings. The number of permissible absences and the manner in which excessive absences shall be dealt with as determined by the Board.

All meetings of the Board shall be conducted in a manner consistent with the Minnesota Open Meeting Law, Minn. Stat. Ch. 13D, and amendments thereto.

Board proceedings will be conducted according to the by-laws as determined by the Board, or pursuant to Roberts Rules of Order and consistent with this agreement.

#### **IV. ADMINISTRATION**

The Board shall create by-laws to govern this joint powers entity. To the extent that the by-laws are inconsistent with this agreement, this agreement governs. The By-Laws for “Mid-State Computer Cooperative” last revised on June 23, 2004 are adopted through this agreement and shall remain in effect until they are amended or replaced by the Board.

#### **V. POWERS AND RESPONSIBILITIES**

The Board, by and through its chosen administrative structure, shall have the following powers:

1. Negotiate pricing and terms of technology and software contracts and agreements on behalf of all Parties.
2. The Board shall have the power to enter into and execute contracts and agreements.
3. MSCC may own on behalf of all of the parties shared technology and software licenses. In the event a contract states that MSCC is the owner, the property belongs to MSCC and not each individual Party.

#### **VI. COST SHARING AND FUNDS**

The Parties to this agreement shall pay dues as set by the Board to administer this joint powers entity. The by-laws shall set out the terms of how the dues are paid and where they are collected. The purpose of the dues are for administrative costs of the organization.

## **VII. CONFLICT OF INTEREST**

A Board member may not participate in, or vote on, a decision of the Board relating to an organization in which the member has a direct personal financial interest. While serving on the board, a person shall avoid a potential conflict of interest. A conflict of interest exists when a Board member has a personal financial interest in a decision made by the Board.

The Board has final authority on determining a conflict of interest.

## **VIII. DATA PRACTICES AND PROCEDURES**

The Board shall establish data practices that conform to state and federal statutes and rules requiring data particularly the collection, creation, receipt, maintenance or dissemination of private data on individuals as defined and regulated by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and or any other applicable state or federal laws.

## **IX. AMENDMENTS**

This agreement may be amended only by the agreement of all mandated parties. Once approved by all mandated parties, notice of any proposed amendment must be provided to all parties at least 30 days prior to the effective date of the proposed amendment.

Additions to the membership of the Collaborative will be viewed as powers of the Board and will not follow the above procedure. Voting rights of new members shall be determined by the Board. Any new members will sign a signature page indicating their agreement to comply with and be fully obligated and bound by the terms of this Agreement and all applicable federal and state laws.

## **X. WITHDRAWAL/TERMINATION**

Any party shall have the right to withdraw from this Agreement and Board hereby created in the following manner:

A. Notice of intent to withdraw shall be given in writing to all parties. The party withdrawing shall pass a resolution declaring its intent to withdraw effective on a specified date, which date shall not be less than ninety (90) days from the day of the resolution and shall send a certified copy of such resolution to the chairperson of the Board not less than ninety (90) days before the effective date of withdrawal. The certified copy of such resolution shall be provided to the Chairperson of the Board.

B. Upon receipt of the resolution of a withdrawal, the Chairperson of the Board shall mail copies of the resolution to all Joint Powers appointees to the Board.

C. Where a party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue for the subsequent quarter unless the resolution declaring its

withdrawal is sent later than the first day of the last month in the quarter, in which case fiscal liability will be limited to that accruing within sixty (60) days of the notice declaring its withdrawal.

D. The withdrawing party shall not be entitled to a refund of monies paid to the Board prior to the effective date of withdrawal.

E. Notwithstanding the parties' authority to withdraw, this Agreement and the Board created hereby shall continue in force until all remaining Parties mutually agree to terminate or revise this Agreement by joint resolution.

F. After the effective date of termination, the Board shall continue to exist for the limited purpose of discharging the Board's debts and liabilities, settling its affairs, and disposing of its property and surplus monies, if any.

## **XI. DISPOSAL OF SURPLUS FUNDS AND PROPERTY UPON TERMINATION**

Upon termination of this Agreement, all personal and real property held by or in the name of the Collaborative will be distributed by resolution of the Board in accordance with law in a manner to best accomplish the continuing purposes of the Collaborative. As provided by law, any surplus monies will be returned to the Parties in proportion to contributions of the parties after the purposes of the Agreement has been completed.

## **XII. INDEMNIFICATION**

Each Party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

## **XIII. 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.

**XIV. EXECUTION OF AGREEMENT**

The signature page(s) to this agreement shall contain signature blocks for the board chairman and clerk of each county. It shall reference the name of this agreement and the date of the agreement. Each Party may sign a separate copy of the signature page and it shall be deemed valid. An original signature page shall be sent to the current MSCC Chair and it will be made part of the permanent records of the MSCC Board.

**XV. TERM OF AGREEMENT**

The term of this Agreement is for the period of time from the effective date until terminated as provided herein. This Agreement shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 2018.



# Request for Board Action

BOARD MEETING DATE:  
May 15, 2018

## 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 and signing a Master Agreement to Provide Professional Services between Mid-State Computer Collaborative and Computer Professionals Unlimited, Inc.	
AGENDA YOU ARE REQUESTING TIME ON: Agenda	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? Yes	EXPLANATION OF MANDATE: Authorization by the Board of Commissions is required for Swift County to approve signing of a contracts
BACKGROUND/JUSTIFICATION: Swift County has worked with Computer Professionals Unlimited Inc. (CPUI) since 1984. Chad Swanson of CPUI is requesting a Master Agreement for services signed by our Board of Commissioner's for a five year commitment of services or until December 31, 2023. An Addendum has also been included showing the services that Swift County is using currently.	
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: Was submitted for review prior to the meeting	RECOMMENDATIONS:
COMMENTS: n/a	COMMENTS: None

# Mid-State Computer Collaborative Joint Powers Agreement

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## **X. WITHDRAWAL/TERMINATION**

Any party shall have the right to withdraw from this Agreement and Board hereby created in the following manner:

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B. Upon receipt of the resolution of a withdrawal, the Chairperson of the Board shall mail copies of the resolution to all Joint Powers appointees to the Board.

C. Where a party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue for the subsequent quarter unless the resolution declaring its

withdrawal is sent later than the first day of the last month in the quarter, in which case fiscal liability will be limited to that accruing within sixty (60) days of the notice declaring its withdrawal.

D. The withdrawing party shall not be entitled to a refund of monies paid to the Board prior to the effective date of withdrawal.

E. Notwithstanding the parties' authority to withdraw, this Agreement and the Board created hereby shall continue in force until all remaining Parties mutually agree to terminate or revise this Agreement by joint resolution.

F. After the effective date of termination, the Board shall continue to exist for the limited purpose of discharging the Board's debts and liabilities, settling its affairs, and disposing of its property and surplus monies, if any.

## **XI. DISPOSAL OF SURPLUS FUNDS AND PROPERTY UPON TERMINATION**

Upon termination of this Agreement, all personal and real property held by or in the name of the Collaborative will be distributed by resolution of the Board in accordance with law in a manner to best accomplish the continuing purposes of the Collaborative. As provided by law, any surplus monies will be returned to the Parties in proportion to contributions of the parties after the purposes of the Agreement has been completed.

## **XII. INDEMNIFICATION**

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## **XIII. 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.

**XIV. EXECUTION OF AGREEMENT**

The signature page(s) to this agreement shall contain signature blocks for the board chairman and clerk of each county. It shall reference the name of this agreement and the date of the agreement. Each Party may sign a separate copy of the signature page and it shall be deemed valid. An original signature page shall be sent to the current MSCC Chair and it will be made part of the permanent records of the MSCC Board.

**XV. TERM OF AGREEMENT**

The term of this Agreement is for the period of time from the effective date until terminated as provided herein. This Agreement shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 2018.

## Addendum for Swift County

The Board of Swift County has ratified the Master Agreement to Provide Professional Services Between Mid-State Computer Collaborative and Computer Professionals Unlimited, Inc. and, pursuant to Paragraph XI (N), the County agrees to be bound by the terms of said contract.

Pursuant to Paragraph II of the Master Agreement to Provide Professional Services Between Mid-State Computer Collaborative and Computer Professionals Unlimited, Inc. dated May 15, 2018, Swift County elects to receive service for the following Software Systems (please place a checkmark in front of the Software Systems below) and agrees to all terms of said Master Agreement.

<u>New Contract</u>	<u>Existing Contract</u>
Real Estate Tax Billing and related modules	___X___
___X___ Real Estate Tax Billing Web Data Access & File Creation	_____
___X___ Computer Aided Mass Appraisal (CAMA)	___X___
___X___ Integrated Financial System (IFS)	___X___
___X___ Payroll	___X___
___X___ Payroll Web Data Access	___X___
___X___ Payroll e-Time	___X___
___X___ Treasurer's Financial	___X___
___X___ Human Resource	___X___
___X___ Cash Receipts	___X___
___X___ Highway Costing	___X___
_____ Planning and Zoning	_____
___X___ Capital Assets	___X___

SWIFT COUNTY

\_\_\_\_\_  
Board Chairperson, Eric Rudningen

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

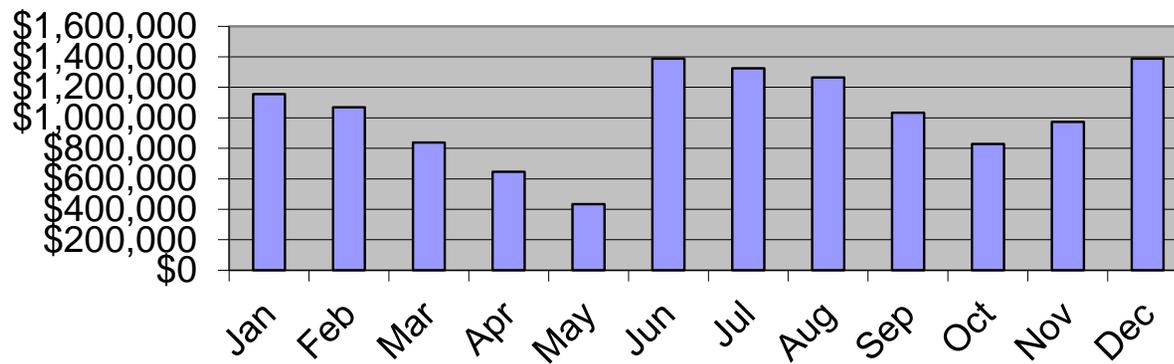
\_\_\_\_\_  
County Auditor, Kimberly A. Saterbak

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

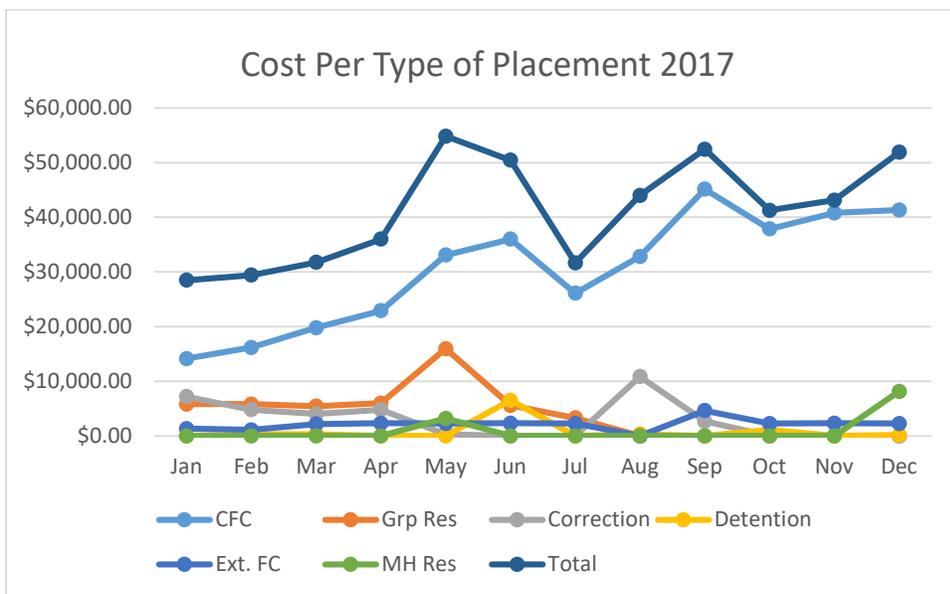
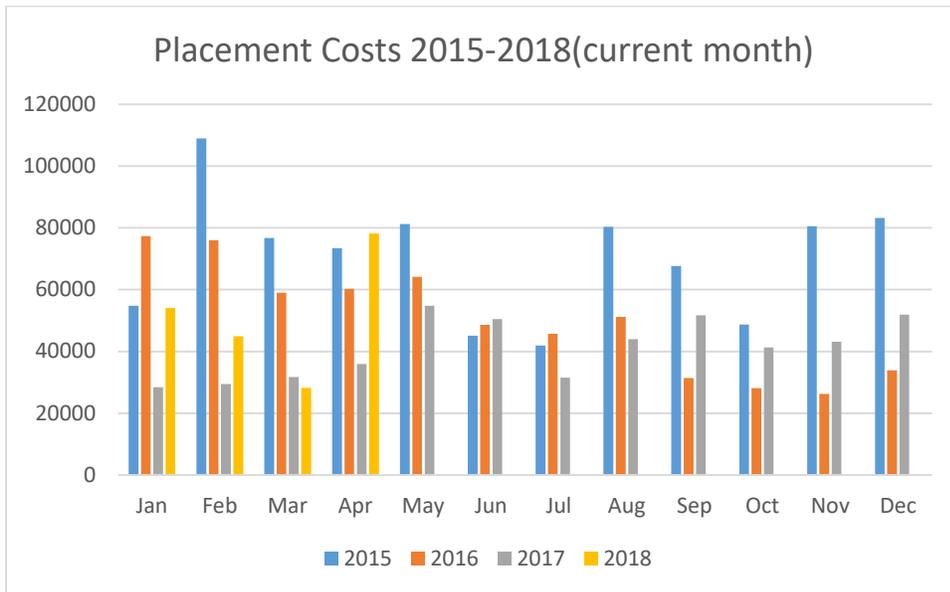


Swift County Human Services											
Ending Monthly Cash & Investment Balances											
2009 - 2018											
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Average
Jan	\$ 1,039,335	\$ 1,116,112	\$ 1,027,808	\$ 977,091	\$ 909,780	\$ 846,281	\$ 983,278	\$ 933,563	\$ 1,668,733	\$ 2,045,847	\$1,154,783
Feb	\$ 951,620	\$ 1,069,918	\$ 1,004,522	\$ 829,326	\$ 788,543	\$ 739,793	\$ 882,373	\$ 886,577	\$ 1,562,756	\$ 1,967,692	\$1,068,312
Mar	\$ 772,024	\$ 810,381	\$ 848,432	\$ 551,477	\$ 576,608	\$ 601,437	\$ 593,206	\$ 636,635	\$ 1,278,985	\$ 1,706,416	\$837,560
Apr	\$ 658,915	\$ 732,868	\$ 820,387	\$ 328,272	\$ 451,920	\$ 446,379	\$ 168,803	\$ 352,306	\$ 1,085,797	\$ 1,415,224	\$646,087
May	\$ 474,455	\$ 576,849	\$ 669,878	\$ 329,407	\$ 300,099	\$ 269,118	\$ 187,841	\$ 289,965	\$ 804,645		\$433,584
Jun	\$ 1,247,245	\$ 1,244,642	\$ 1,460,435	\$ 1,218,863	\$ 1,145,907	\$ 1,361,018	\$ 1,187,485	\$ 1,476,200	\$ 2,165,333		\$1,389,681
Jul	\$ 1,188,516	\$ 1,349,636	\$ 1,142,375	\$ 1,113,725	\$ 1,094,712	\$ 1,165,952	\$ 1,217,022	\$ 1,483,669	\$ 2,160,790		\$1,324,044
Aug	\$ 1,179,585	\$ 1,237,374	\$ 1,228,978	\$ 894,462	\$ 982,736	\$ 1,199,826	\$ 1,126,524	\$ 1,532,984	\$ 1,995,009		\$1,264,164
Sep	\$ 948,233	\$ 1,085,187	\$ 1,079,263	\$ 804,086	\$ 714,174	\$ 921,407	\$ 877,167	\$ 1,220,833	\$ 1,650,293		\$1,033,405
Oct	\$ 832,082	\$ 878,408	\$ 773,615	\$ 538,645	\$ 627,339	\$ 667,331	\$ 646,265	\$ 1,028,981	\$ 1,459,114		\$827,976
Nov	\$ 770,517	\$ 826,623	\$ 741,489	\$ 483,013	\$ 377,803	\$ 477,198	\$ 513,740	\$ 2,056,684	\$ 2,511,571		\$973,182
Dec	\$ 1,279,288	\$ 1,279,178	\$ 1,242,733	\$ 1,094,736	\$ 1,057,825	\$ 1,180,113	\$ 1,187,268	\$ 1,888,413	\$ 2,296,240		\$1,389,533
<b>Average</b>	<b>\$ 945,151</b>	<b>\$ 1,017,265</b>	<b>\$ 1,003,326</b>	<b>\$ 763,592</b>	<b>\$ 752,287</b>	<b>\$ 822,988</b>	<b>\$ 797,581</b>	<b>\$ 1,148,901</b>	<b>\$ 1,719,939</b>	<b>\$ 1,783,795</b>	

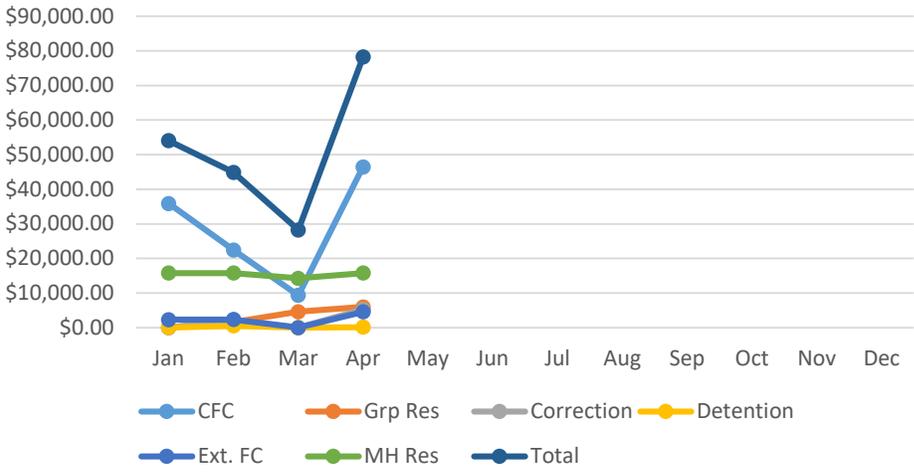
**Average Monthly Cash & Investment Balance  
2009-2018**



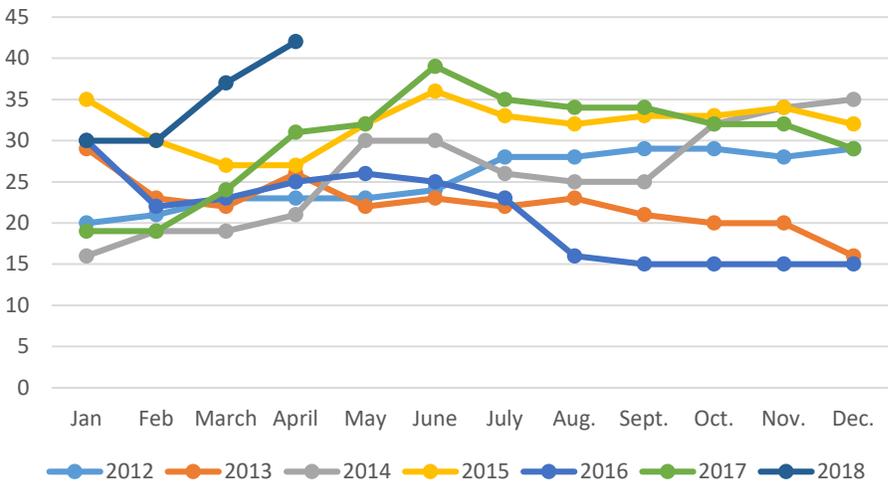
## Out of Home Placement Data 1/2012-4/2018

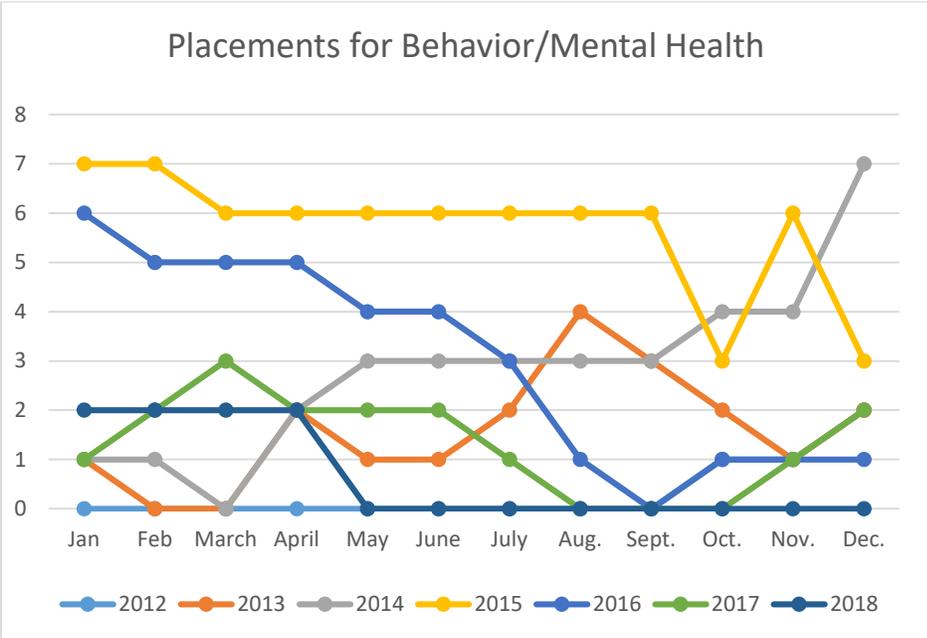
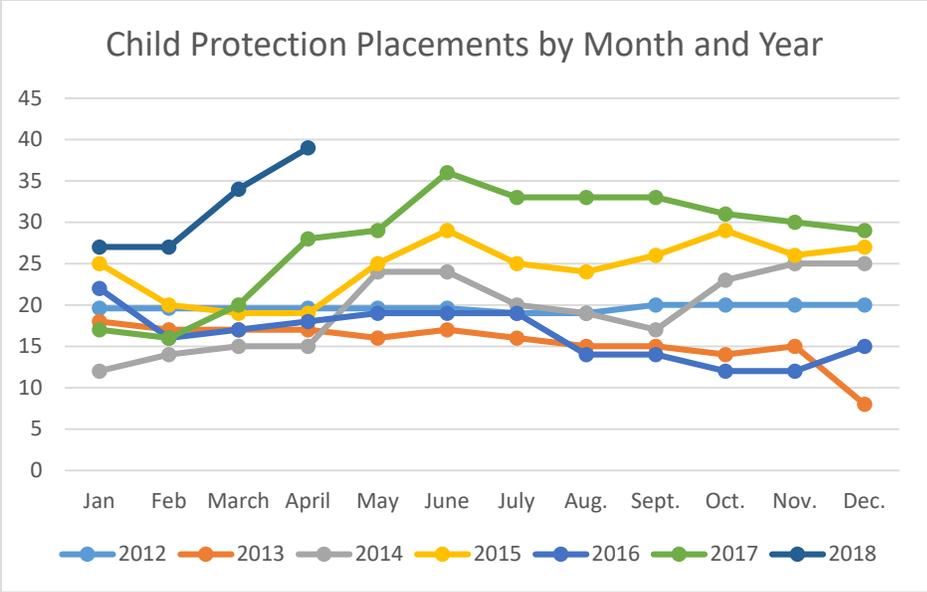


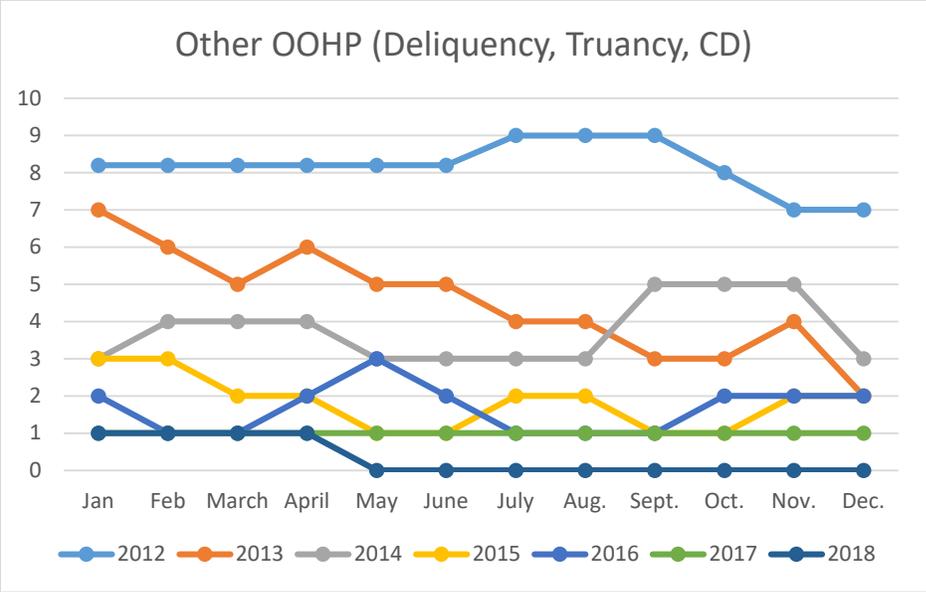
### Cost Per Type of Placement 2018



### Total Placements/MO/YR









# Request for Board Action

BOARD MEETING DATE:  
5/15/18

## Commissioner's Report

### Department Information

ORIGINATING DEPARTMENT: RDA	REQUESTOR: Jennifer Frost	REQUESTOR PHONE: 320-842-4769
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### Agenda Item Details

BRIEF DESCRIPTION OF YOUR REQUEST: Authorize Minnesota Investment Fund State Funded RLF Request for One-Time Exception on available funds balance as of June 1st, 2018.	
AGENDA YOU ARE REQUESTING TIME ON: Click here to enter text.	ARE YOU SEEKING APPROVAL OF A CONTRACT? No
IS THIS MANDATED? No	EXPLANATION OF MANDATE: Click here to enter text.
BACKGROUND/JUSTIFICATION: <p>One-Time Exception for Minnesota Investment Fund Grant Recipients</p> <p>The Minnesota Investment Fund (MIF) has been a success in fueling business investment and job creation throughout the state since 1985. This success is due in part to the local governments working with the Minnesota Department of Employment and Economic Development (DEED) to jointly administer the loan program.</p> <p>One of the benefits of the state-funded (which is different from the federally-funded) MIF program is that a portion of any repayments may be kept by the local government partner in a separate revolving loan fund (RLF). The 2017 omnibus jobs bill passed by the legislature included a One-Time Exception with language that allows more flexibility in the use of state-funded MIF-seeded RLF funds, but this provision expires soon!</p> <p>For a local government to qualify for this provision, an RLF One-Time Exception Form must be submitted to DEED by June 1, 2018. Once DEED reviews and approves the information on the submitted form, the local government will be informed and 20 percent of the existing cash balance as of request date can be submitted to the department. The remaining 80 percent may be considered general purpose aid for any lawful expenditure. Because the legislation uses the term "uncommitted money," only the cash balance should be considered, and any outstanding loans should be excluded.</p> <p>Once the funds have been transferred out of the RLF account and expended, the local government must submit to the legislature an accounting and explanation of the use and distribution of the funds no later than February 19th</p>	

**Fiscal Impact**

Total One Time Exception estimate on 5-15-2018: Cash Balance \$144,744.70 x 20% fee to state = \$28,948.94; Swift County RDA \$115,795.76 toward economic development projects.

Exercising the One-Time Exception rule and dissolving the State-seeded MIF RLF does not impact our ability to make near and long term loans. As of May 2018, the Available to Lend balance in Federally-seeded RLF tops \$380k; an ample amount able to accommodate at minimum three loans at our maximum lending limit of \$125k each.

PREVIOUS ACTION ON REQUEST / OTHER PARTIES INVOLVED? Action recommended by RDA Board

**Budget Information**

FUNDING: See attached proposed use of funds

**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:

**Board Action**

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

Year	Proposed Budget Uses - Consistent with Strategic Plan			
2019	<b>12,000.00</b>	<b>Target Industry Marketing</b>		
2018	<b>7,000.00</b>	Booth & Design		
	3,000.00			
2019		Promo	"Big Cheese"	
	1,200.00	Hotel/Travel		
2018	1,500.00	<b>Community "Doer" Grants (off the shelf) Main Street American</b>		
	<b>30,000.00</b>	"Spiff the Swift"		
2018		Mapping - Web & Community Planning (County GIS)		
2018-2019	10,000.00	<b>Digital Inclusion Strategies</b>		
2018	<b>35,000.00</b>	Annual Cost		
2018		1,000-\$2500	Members Sites	Free
2018	10,000.00	Murdock, Danvers, Holloway, Clontarf, DeGraff		
	5,000.00			
	10,000.00			
	-	2500 Standard Sites		1800 Others
	10,000.00	5000+	Stand Alone	3000 Swift County
	<b>30,000.00</b>	Grant Match (Blandin Community, PCs for People, etc.)		
		20 Ipads/tables tools for community		
		Gateway Signage & Wayfinding		

**Swift County 2020**

Est Balance 5/15/18	Option 1	Amount	Fee	State gets	Swift County RDA
		<b>144,744.70</b>	20%	28,948.94	<b>115,795.76</b>

# SAMPLE FORM

## MINNESOTA INVESTMENT FUND STATE FUNDED RLF REQUEST FOR ONE-TIME EXCEPTION

The 2017 Legislature passed legislation that allows cities, counties and townships that have revolving loan funds (RLFs) seeded by state-funded Minnesota Investment Fund loan repayments may use 80 percent of the uncommitted balance for any lawful purpose if 20 percent of the balance is returned to the State of Minnesota. To utilize this one-time exception, this form must be completed and submitted to DEED by June 1, 2018; once DEED approves the form, the 80 percent should be moved from the RLF account and the 20 percent should be transferred to DEED.

Please complete this form including the requested documentation. All forms must be signed by an authorized local official.

<b>Request Date</b>	June 1st, 2018	<b>Uncommitted State Funded MIF RLF Cash Balance as of Request Date</b>	144,744.70
<b>Local Government (City, county or town)</b>	Swift County	<b>20% to be returned to the State General Fund</b>	\$28,948.94
<b>Address</b>	301 14 <sup>th</sup> St N, PO Box 207 Benson, MN 56215	<b>80% to be utilized as general purpose aid.</b>	\$115,795.76
<b>Contact Phone &amp; Email</b>	Jennifer Frost Jennifer.frost@co.swift.mn.us	<b>Will there be a residual RLF balance (from outstanding loans) for future reporting?</b>	No

\* Request must be received by June 1st, 2018 to allow for processing and payment submittal.

## Required Documentation

A copy of the account statement verifying the account balance as of the request date must be submitted with this form. Please note: page two of this application must be signed. A DEED Loan Officer may contact you to verify balance information for your account and review MIF award history.

## Submittal Instructions

**This form and the required bank account verification document(s) must be emailed to [DEED.Loan@state.mn.us](mailto:DEED.Loan@state.mn.us) with “Revolving Loan Fund” on the subject line.** If you have questions while completing the form please contact Lisa Dargis, DEED Loan Officer, Office of Business Finance at 651-259-7446 or [lisa.dargis@state.mn.us](mailto:lisa.dargis@state.mn.us) or visit the Frequently Asked Questions tab located at <https://mn.gov/deed/business/financing-business/deed-programs/mif/mif-exception/>.

## Certification

I hereby certify that the balance information included here is from state funded Minnesota Investment Fund grant repayments only. I certify that I have not included any funds from other sources. I certify that I have complied with all local requirements for submittal of this request and will utilize the approved funds as a general purpose aid for lawful expenditures, adhering to any and all local, state or federal requirements as applicable.

I have read the above statements and I agree to supply the information requested to the MN Department of Employment and Economic Development, Office of Business Finance with full knowledge

of the information provided herein. I certify that all information is true and correct to the best of my knowledge.

Certified by:

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Local Government Authorized Official Printed Name & Title

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Local Government Authorized Official Signature Date

**Exception Criteria – Laws of MN 2017, Chapter 94, Article 6, Section 24**  
ONETIME EXCEPTION TO RESTRICTIONS ON USE OF MINNESOTA INVESTMENT FUND LOCAL  
GOVERNMENT LOAN REPAYMENT FUNDS.

(a) Notwithstanding Minnesota Statutes, section 116J.8731, a home rule charter or statutory city, county, or town that has uncommitted money received from repayment of funds awarded under Minnesota Statutes, section 116J.8731, may choose to transfer 20 percent of the balance of that money to the state general fund before June 30, 2018. Any local entity that does so may then use the remaining 80 percent of the uncommitted money as a general purpose aid for any lawful expenditure.

(b) By February 15, 2019, a home rule charter or statutory city, county, or town that exercises the option under paragraph (a) shall submit to the chairs of the legislative committees with jurisdiction over economic development policy and finance an accounting and explanation of the use and distribution of the funds.

Request approved by:

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DEED Loan Officer

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Date