

**ADJOURNED MEETING OF THE COUNTY BOARD
MAY 20TH, 2008**

The Board of County Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m., on Tuesday, May 20th, 2008. Members present: Belshan, Nelson, Behrends, Mathiason, and Shoff.

Commissioner Behrends offered the following motion:

MOVED, to approve the May 6th, 2008 Board Meeting Minutes.

Motion seconded by Commissioner Nelson.

After discussion, a vote was taken and the Chair declared the motion approved.

Presentation of the 2008 Freeborn County Scholarship Awards were handed out to 5 recipients:

Logan Hansen from Glenville Emmons High School, Jacob Winkels from Albert Lea High School, Kayla Ann Koenen from Alden/Conger, Corissa Ranum from Albert Lea High School, Hillary Johnson from New Richland Hartland Ellendale Geneva High School.

Dave Brunhove, from Wind Capital Group had presented the County with 32 Sesquicentennial Flags that were distributed around the county. Dave also gave an update on the wind power project.

Commissioners reported on meetings attended.

During the public forum, Sharon Calow from the KOA Park addressed concerns regarding the Resolution for the Holiday Park Golf and Range. She would like the following changes: limit hours to 11pm, stage to face North and an annual renewal of the Resolution.

A Public Hearing was held at 8:45 a.m. to take comments on the proposed amendments to Ordinance No.15, Articles 6 and 14 concerning cabins and wind tower permitting. The Chair opened the public hearing and announced the Rules of Order. The Chair then asked for public comment. There was none. Wayne Sorensen, Planning and Zoning Officer, stated that these changes will give clear rules for each of the articles. The Chair closed the Public Hearing at 8:56 a.m.

Commissioner Belshan offered the following resolution:

**RESOLUTION 08-071
DITCH REPAIRS**

Resolved, that the County Board does hereby authorize and instruct the County Ditch Inspector to engage the necessary labor and equipment to make minor repairs on County Ditches # 65, J-6, JD #27, J-8, JD #6, #8.

Resolution seconded by Commissioner Nelson.

After discussion, a vote was taken and the Chair declared that the resolution was adopted.

Commissioner Shoff offered the following resolution:

RESOLUTION 08-072
AMENDMENT NO. 1 TO MINNESOTA COUNTIES COMPUTER COOPERATIVE
AMENDED AND RESTATED JOINT POWERS AGREEMENT

This Amendment No. 1 to the Amended and Restated Joint Powers Agreement (“Agreement”) is entered into by and between the Minnesota Counties Computer Cooperative (“MCCC”) and its participating members.

WHEREAS, MCCC and its participating members entered into an Amended and Restated Joint Powers Agreement, dated June 6, 2007, which states and defines the operation of the MCCC, and the rights, benefits, obligations and liabilities of MCCC members;

WHEREAS, Article XI of this Agreement allows for its amendment upon the affirmative approval of at least two-thirds of MCCC members;

WHEREAS, participating MCCC members raised concerns regarding certain provisions of the Agreement subsequent to its adoption on June 6, 2007;

AND WHEREAS, the MCCC and its’ participating members wish to address these concerns;

NOW THEREFORE, the parties hereby mutually agree to amend the Agreement as follows:

FIRST - At page 1 of the Agreement, the second Whereas clause shall be amended as follows (deletions in ~~strikeout~~, additions in underline):

WHEREAS, Minnesota Statutes, Section 471.59, authorizes two or more units of government jointly or cooperatively to exercise any power common to the ~~contracting parties~~ or any other similar power and by agreement to provide for a joint board representing the parties to the agreement.

SECOND – At page 4 of the Agreement, the third and forth paragraphs of Article VII – Financial Matters / Limitation of Liability, shall be amended to read as follows (deletions in ~~strikeout~~, additions in underline):

The Board may, at its discretion and from time to time, determine that an assessment is necessary to insure the financial integrity of the MCCC, to operate and maintain the MCCC or to carry out other purposes of the MCCC pursuant to this Agreement. Such assessments shall be a form, manner and amount as determined by the Board, and shall be payable ~~to~~ by members to MCCC in the manner specified by the Board, provided that any proposed member assessment exceeding \$50,000 the amount equivalent to a member’s one-year current MCCC membership dues will not be binding on any member unless and until such assessment has also been ratified by the applicable County Board of Commissioners or other ultimate governing body of a majority of the MCCC members.

~~To the extent contemplated by Minnesota Statutes Section 471.59, Subd. 1a, Member shall not be liable for the acts or omissions of any other MCCC member or participating MCCC governmental units, in the absence of a written agreement by such governmental unit to be responsible for the acts or omissions of another participating governmental unit.~~

THIRD -At page 5 of the Agreement, Article IX – INSURANCE is deleted in its entirety and replaced with the following:

“ARTICLE IX-INSURANCE AND INDEMNIFICATION

From time to time, MCCC may purchase and maintain liability insurance coverage with carriers and such coverage terms as are approved by the Executive Committee in order to insure the activities of MCCC and its joint software, information systems and services, with copies of such policies made available to MCCC members upon request.

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

FOURTH – At page 7 of the Agreement, Article XIII – Governing Law/Jurisdiction and Venue shall be amended as follows (deletions in ~~strikeout~~, additions in underline): This Agreement will be governed by the ~~internal-laws~~ of the State of Minnesota, ~~applicable to contracts to be entered into and performed wholly within the state.~~ Each party submits to the jurisdiction of the applicable federal or

state courts located in Ramsey County, Minnesota, and Member and MCCC each agree that ~~said~~ such courts shall be the exclusive venue for any disputes arising hereunder.

Resolution seconded by Commissioner Belshan.
Chairman, Commissioner Mathiason asked for any public comment. There was none. After discussion a vote was taken and the Chair declared that the resolution was unanimously adopted.

Commissioner Belshan offered the following resolution:

**RESOLUTION 08-073
AMENDED AND RESTATED
JOINT POWERS AGREEMENT**

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT, made as of the 6th day of June, 2007, by and between the Minnesota Counties Computer Cooperative (“MCCC”) and Freeborn County (“Member”), to amend, restate and redefine the operation of MCCC, and the rights, benefits, obligations and liabilities of MCCC members.

WHEREAS, MCCC and its participating members have established by agreement an organization through which the parties may jointly and cooperatively provide for the establishment, operation, and maintenance of data processing facilities and management information systems for the use and benefit of the parties; and

WHEREAS, Minnesota Statutes, Section 471.59, authorizes two or more units of government jointly or cooperatively to exercise any power common to the contracting parties or any other similar power and by agreement to provide for a joint board representing the parties to the agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and pursuant to Minnesota Statutes, Section 471.59, as amended, and any other applicable statutes, the parties hereto do hereby mutually agree, affirm and contract with each other as follows:

**Article I
Purpose**

Member and the other members of MCCC have established a cooperative mechanism whereby they may jointly exercise powers common to each participating member to:

- A. Develop and acquire or license software programs and related information systems and services of interest to MCCC members and licensees;
- B. Provide for post-installation training, maintenance, enhancement and related services for software programs and related information systems;

- C. Pursue government and related technology grants and related opportunities to acquire or improve software programs and information systems of interest to MCCC members and eligible licensees;
- D. Assess, collect, hold and disburse dues, contract payments and other member contributions authorized by the Board;
- E. Employ a full time Executive Director to administer MCCC operations and directives of the Board, and such other employees as may be necessary or desirable to administer MCCC operations;
- F. Rent, purchase or otherwise acquire and hold property and other assets necessary or reasonably desirable for the successful operation of the MCCC;
- G. Organize and conduct annual regional and MCCC conferences, User Group training sessions, workshops and other meetings of members and licensees; and
- H. Engage in such other similar or related services and programs as determined by the Board as are incident to and proper or reasonable to carry out the foregoing.

It is further the intent of the members to establish procedures whereby additional qualifying members may be added to Agreement, and to establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of MCCC members and eligible software licensees.

Article II Name

The name of this joint powers entity shall be the MINNESOTA COUNTIES COMPUTER COOPERATIVE, hereinafter sometimes referred to as the "MCCC".

Article III Membership

Membership in the MCCC shall be open to any governmental unit or other political subdivision of the State of Minnesota as contemplated by M.S. 471.59 Subdivision 1. The Board may impose such conditions on membership, and may create or modify different classes, levels or types of membership within the MCCC with differing member rights, privileges or obligations as it deems appropriate to protect the interest of the MCCC and to provide for the benefit of its members; and in compliance with such conditions as are required by this Agreement, then-current Bylaws as amended ("Bylaws"), or by applicable statutes, rules or regulations for joint powers organizations. During the term of membership, Member shall be entitled to use MCCC software and related services for all software in use by any User Group that Member belongs to and has paid all applicable User Group fees or other associated charges relating to such Software.

All Members agree that they will not sell, license, distribute, or otherwise transfer the Cooperative's source or object code or system or user documentation or any derivatives thereof without the permission of the Board and that all copies of such Cooperative source code, object code or system or user documentation or any derivatives will be maintained in confidence; will not be disclosed or distributed to third parties without the Cooperative's prior written consent and that all such Cooperative or third party licensor property (including copies thereof) will be removed from such Member's computer system and returned to the Cooperative or destroyed promptly following such Member's termination or withdrawal of Cooperative membership. In the event that any Member or Licensee is authorized to and

modifies the source code, such Member or Licensee shall indemnify, defend and hold the Cooperative harmless for any claims resulting from such modifications or any unauthorized disclosure or use of such source code.

There is hereby created a Board of Directors of the MCCC, herein referred to as the "Board", which shall be empowered to oversee and administer the MCCC, in the manner provided in the Bylaws. The Board shall be fully empowered to oversee and direct all the affairs of the MCCC and to do all things necessary or convenient for the furtherance of the purposes of the MCCC, including but not limited to: expending and receiving funds; entering into contracts, leases, and other agreements and obligations; employing personnel either as employees or by contract, including consultants, such as technology advisors, attorneys, accountants or others. Member and each other MCCC member shall elect its Board representative as provided in the Bylaws, who shall serve for an indefinite term until such representative dies, resigns, retires from employment with, or is otherwise removed or replaced by the ultimate governing body of such member.

At all times between meetings of the Board, and in a manner consistent with this Agreement, the Bylaws, and all applicable laws, the MCCC Executive Committee, as established and defined in the Bylaws, shall have the full authority and direction of the Board to oversee and manage the business of the MCCC, except as may be limited or otherwise modified from time to time by Board resolution, and/or except for matters of long range policy or any proposed amendment of this Agreement or the Bylaws, which shall be the exclusive province of the full Board. The MCCC Executive Committee shall be comprised of the officers and regional representatives designated in the Bylaws, and will be subject at all time to the direction and control of the Board.

Article V User Groups

The Board shall be empowered to create, manage, modify, or terminate MCCC user groups, to be comprised of members and other licensed end users of similar software programs and other information systems ("User Groups"). As may be permitted from time to time by the Board, User Groups may elect and replace User Group officers; create and administer annual User Group budgets; and prepare recommendations for User Group software or information systems acquisitions, enhancements or related services of interest to that User Group's participants. Operation of each User Group is subject at all times to compliance with the then-current form of User Group Rules and Regulations for that User Group, which may be modified from time to time by the Executive Committee, and given immediate or delayed effect, as specified therein.

Article VI Bylaws and Operating Policies and Procedures

The Board shall adopt, and shall have the sole power and authority to amend or replace the Bylaws, which shall provide for the operation and administration of the MCCC. The Board may also adopt and modify User Group Rules and Regulations, Operating Policies and Procedures, or other policies or agreements that may be created or utilized from time to time to direct and document the specific activities of the MCCC, consistent with this Agreement and the Bylaws.

MCCC shall have a calendar fiscal year beginning January 1 and ending each December 31. On or before June 1 of each year, the MCCC Executive Committee shall prepare and circulate to each member a proposed annual budget for the following calendar fiscal year, comprised of budgeted operating costs, other expenses, capital costs and other revenues and expense categories, which budget will be subject to review, adjustment and/or approval for the next year by the full Board on or before each June 30. During each fiscal year, the approved MCCC budget and individual line items therein may be adjusted by the Executive Committee in order to reflect actual costs incurred; changes in estimated expenses, costs or revenues; or reallocation of budgeted costs and expenses, with any such adjustments promptly reported to all members. Each User Group shall be responsible for determining and providing amounts to MCCC's Executive Director by June 30 of each fiscal year, which will be invoiced to participating User Group members for the following year's participation and other shared fees and expenses and as otherwise provided in the Bylaws.

Member agrees to promptly pay its proportional share of all MCCC expenses, as well as such member's User Group fees or other contributions upon receipt of and in the manner designated in MCCC invoices. All software licenses and similar agreements will include comparable provisions for User Group members who are not eligible for membership as defined in Article III above. Any member whose invoices are not paid at the time of any Board vote will be temporarily ineligible to vote until such invoice(s) and any interest or other expenses are paid. Minnesota Statutes Chapter 118A shall govern all depositories and investments of MCCC funds.

The Board may, at its discretion and from time to time, determine that an assessment is necessary to insure the financial integrity of the MCCC, to operate and maintain the MCCC or to carry out other purposes of the MCCC pursuant to this Agreement. Such assessments shall be in a form, manner and amount as determined by the Board, and shall be payable by members in the manner specified by the Board, provided that any proposed member assessment exceeding \$50,000 will not be binding on any member unless and until such assessment has also been ratified by the applicable County Board of Commissioners or other ultimate governing body of a majority of MCCC members.

To the extent contemplated by Minnesota Statutes Section 471.59, Subd. 1a, Member shall not be liable for the acts or omissions of any other MCCC member or participating MCCC governmental units, in the absence of a written agreement by such governmental unit to be responsible for the acts or omissions of another participating governmental unit.

Article VIII Withdrawal of Member

Member or any other MCCC members may only withdraw from this Agreement, or any MCCC User Group created pursuant to Article V, except as provided in this Article VIII. To withdraw from a User Group and/or the MCCC, the withdrawing member must first give at least ninety (90) days prior written notice of its intent to do so to the MCCC's Executive Director, to be delivered by certified or registered mail or national overnight courier service, with such Any member that withdraws shall remain jointly and severally liable for its full share of all fees, costs, expenses, debts, obligations and liabilities which were incurred by or on its behalf during the term of its membership, including, without limitation, any such amounts attributable

to such member's participation in any User Group for then-current or pending software or other information system deliverable, service obligation, updates, enhancements or other participatory projects or other work then in progress through the expiration or conclusion of each such User Group program as approved by the User Group prior to the member's delivery of the termination notice specified in the prior paragraph. Financial liability of a member who desires to withdraw and payment arrangements for all such liabilities will be determined by the Board, who shall calculate and offer a present value discount if such liabilities are paid as a lump sum by the withdrawing member on or prior to the effective date of termination. The withdrawal of a member shall not affect the continuance of the MCCC or any User Group by the remaining members and other participants. A member that ceases to qualify for participation in the MCCC or terminated participation shall have no right or claim to the assets, reserves or other holdings of the MCCC. The withdrawing member may be entitled to a share of the assets of the MCCC only if deemed appropriate by the Board, who may, in its sole discretion, determine the nature and timing of any distribution of assets to a withdrawing member.

Withdrawing members may apply for post-termination use of MCCC software in use by such Member as of withdrawal, in the same manner as provided in Article X below for terminating Members.

Article IX Insurance

From time to time, MCCC may purchase and maintain liability insurance coverage with carriers and such coverage terms as are approved by the Executive Committee in order to insure the activities of MCCC and its joint software, information systems and services, with copies of such policies made available to members upon request.

Article X Term of Agreement/Termination

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the written agreement of all MCCC members;
- B. Suspended or superseded by a subsequent agreement between the MCCC members, adopted and approved at a duly called meeting or otherwise as provided by the Bylaws;
- C. Dissolution of MCCC by affirmative vote of a majority of its members,
- D. Otherwise terminated by operation of law;
- E. Terminated by the parties' mutual written agreement; or
- F. Terminated by MCCC following delivery of any exclusion notice issued by MCCC to Member under Article VI of the then-current MCCC Bylaws, or otherwise in any manner provided for therein.

In the event that the MCCC is terminated as specified in subsections (A)-(D) above, and subject to the provisions below relating to software products then in use by MCCC, any property or other assets acquired by the Board shall be distributed to the then-current members in a manner commensurate with their contributions, or otherwise as determined by the Board. However, sufficient reserves shall be retained and maintained consistent with the

MCCC's obligations and known or foreseeable risks, under this Agreement, the Bylaws, and applicable laws or regulations.

Termination under subsections (E)-(F) of this Agreement, or of the MCCC as provided in subsections (A)-(D) above will also terminate that member's rights and license to use MCCC software or related services, except with MCCC's express prior written consent. MCCC agrees to grant its consent upon request and provided that such member is no longer delinquent in any payment or other pre-termination obligations for the then-current version(s) of any software owned by MCCC, and/or licensed from third parties and sublicensable after termination of such membership. Any such post-termination use of software by a former MCCC member will be on a nonexclusive, nontransferable basis; fully subject to the terms of any then-current license or sublicense agreements; and contingent on the execution of an assumption, release and indemnification agreement in a form specified by MCCC, acknowledging that such software is being acquired without warranty and in "AS IS" condition, and that the user(s) thereof will indemnify, defend and hold MCCC, its members, employees, licensees and other affiliates harmless from any liability for post- termination use thereof.

Article XI Entire Agreement; Amendments

This Agreement and the Bylaws constitutes the parties' entire agreement and understanding regarding the organization and operation of the MCCC, and replaces all prior oral or written agreements or understandings regarding the subject matter thereof. Any member may propose one or more amendments to this Agreement, which shall be forwarded to all members upon receipt. In order to amend this Agreement, at least two-thirds of all members must affirmatively approve of such amendment, effective as of the date of the last required member approval obtained.

Article XII Remedies

Amounts not paid by Member within 30 days of invoice (or such other time period as may be specified by the Board) shall bear interest on the unpaid balance from date of invoice at the lower of : (a) 9 percent per annum, compounded quarterly; or (b) the highest legal rate allowed by applicable law. MCCC shall also be entitled to recover or be reimbursed from Member for any collection costs or expenses, including, without limitation, its reasonable attorney's fees.

This Agreement will be governed by the internal laws of the State of Minnesota, applicable to contracts to be entered into and performed wholly within this state. Each party irrevocably submits to the jurisdiction of the applicable federal or state courts located in Ramsey County, Minnesota, and Member and MCCC each agree that such courts shall be the exclusive venues for any disputes arising hereunder.

Resolution seconded by Commissioner Nelson.
Chairman, Commissioner Mathiason asked for any public comment. There was none.
After discussion a vote was taken and the Chairman declared the resolution unanimously approved.

Commissioner Behrends offered the following resolution:

**RESOLUTION 08-074
APPROVAL OF ORDINANCE 15.076**

RESOLVED, that the following resolution be and is hereby approved:

An Ordinance Amending Ordinance NO.15 known as the Freeborn County Zoning Ordinance.

Ordinance 15, Article 6, Section 3, Subd.15. Any Cabin for non-continuous occupancy. Cabin shall be a maximum of 1200 square feet with the maximum of 400 square feet dedicated to "S" (storage) occupancy use. State Building Codes rules on habitable areas shall be adhered to. Design shall be rustic in nature with earth tone colors. Design shall be approved by Planning Commission. Location of cabins limited to established wildlife and recreation areas. If potable water is present or added to the site, an approved septic system shall be provided.

Resolution seconded by Commissioner Shoff.

Chairman, Commissioner Mathiason asked for any public comment. There was none. After discussion a vote was taken and the Chairman declared the resolution unanimously approved.

Commissioner Nelson offered the following resolution:

**RESOLUTION 08-075
APPROVAL OF PERMIT AUTHORITY; ASSUMPTION BY COUNTY**

RESOLVED, that the Board of Commissioners of Freeborn County does hereby agree to assume responsibility for processing applications for permits required under this chapter for LWECS (Large Wind Energy Conversion Systems) with a combined nameplate capacity of less than 25,000 kilowatts.

Resolution seconded by Commissioner Behrends.

Chairman, Commissioner Mathiason asked for any public comment. There was none. After discussion, a vote was taken and the Chair declared the resolution was unanimously approved.

Commissioner Shoff offered the following resolution:

**RESOLUTION 08-076
APPROVAL OF AMENDMENTS TO ORDINANCE NO.15.075**

RESOLVED, that the County Board does hereby authorize the following amendment to Ordinance 15.075 known as the Freeborn County Zoning Ordinance:

Ordinance 15, Article 14, Section1

Subd. 3. Scope

This ordinance shall apply to a WECS with total height of up to and including 200 ft, and shall be a minimum guideline for WECS exceeding 200 ft.

A. The following WECS shall be required to obtain a conditional use permit:

1. WECS over 200 ft in height; or
2. WECS in installations of 4 or more towers; or
3. New WECS access points; or
 - i. WECS outside of a building site or an active agricultural site; or
 - ii. WECS with a combined nameplate capacity of 5000 kilowatts or greater.
4. This Ordinance shall apply to all WECS with a combined name plate capacity of up to 25,000 kilowatts. As per Minnesota State Statute 216F The Minnesota Public Utility Commission processes zoning applications of 25,000 kilowatts or greater.

Resolution seconded by Commissioner Nelson.

Chairman, Commissioner Mathiason asked for any public comments. There was none. After discussion, a vote was taken and the Chair declared the resolution was unanimously approved.

Commissioner Belshan offered the following resolution:

RESOLUTION 08-077
APPROVAL OF A CONDITIONAL USE PERMIT – STIERNAGLE AND JACOBSEN

RESOLVED, that pursuant to the provisions of the Freeborn County Zoning Ordinance No. 15, Article 23 and Article 6 a Conditional use Permit is hereby granted to Dwayne Stiernagle and Ron Jacobsen for a grain facility outside or the farm yard, on the following described property:

NW ¼ of the NW ¼ of the SE ¼ of Section 34, Freeborn Township, Freeborn County, MN

BE IT FURTHER RESOLVED, that said Conditional Use Permit be subject to the conditions herein setforth:

1. Applicable Freeborn County Highway road access permit be obtained.
2. Parking, loading, and unloading facilities shall be provided within the existing facility, and no parking, loading or unloading shall be allowed on the County or Township Roadways.
3. Site shall be kept in a neat and orderly manner. Owner/Operator shall insure all loads are covered and agree to keep applicable right-of-way clean of debris/spillage.
4. Squirrel cages fans are to be used.
5. There will be trees planted 40' off the road right-of-way on the east side of the bins.
6. acquire State NPDES/SDS Industrial Storm Water Permit if required. Adhere to Best management practices for storm water.

7. This facility may not be extended or expanded with out review and approval of the Freeborn County Board of Commissioners.
8. This permit may be revoked by the Freeborn County Board of Commissioners at a public hearing to be held after 30 days notice is given for failure to comply with the provision of this permit.

Resolution seconded by Commissioner Shoff.

Chairman, Commissioner Mathiason asked for any public comments. There was none. After discussion, a vote was taken and the Chair declared the resolution was unanimously approved.

Commissioner Nelson offered the following resolution:

RESOLUTION 08-78
APPROVAL OF A CONDITIONAL USE PERMIT – HOLIDAY PARK

RESOLVED, that pursuant to the provisions of the County of Freeborn Zoning Ordinance No. 15, a Conditional Use Permit is hereby granted to Holiday Park Golf and Range for a Planned Development use permit for a stage and storage shed and entertainment and temporary camping uses on the following described property:

83997 County Road 46, Hayward, MN 56043

Be it further resolved, that said Conditional Use Permit is subject to the conditions herein set forth:

1. Owner/operator shall obtain and maintain all applicable permits and approvals including but not limited to Minnesota Department of Health, Freeborn County Highway Department, and Freeborn County Sheriffs Office.
2. Parking, loading and unloading facilities shall be provided within the existing facility, and no parking loading or unloading shall be allowed on the County or Township Roadways.
3. Camping area limited to 50 temporary sites.
4. Stage/shed shall be 12' x 30' in size and in the location agreed to.
5. Permanent and temporary restroom facilities shall be in conformance of State of Minnesota and Freeborn County rules.
6. A septic compliance inspection shall be completed before construction of building commences and appropriate action taken during the 2008 season.
7. This permit is a "Planned Development Use" and shall be constructed and maintained a presented to the Freeborn County Board of Commissioners and in accordance with Ordinance #15, Article #20.
8. There will be a maximum of four (4) functions held per year. Hambone Festival Musicians will cease at 12:30 a.m. The other three (3) functions will cease at 12:00 a.m. (midnight).
9. This facility may not be extended or expanded without review and approval of the Freeborn County Board of Commissioners.
10. This permit may be revoked by the Freeborn County Board of Commissioners at a public hearing to be held after 30 days notice is given for failure to comply with the provision of this permit.

Resolution seconded by Commissioner Behrends.
Chairman, Commissioner Mathiason asked for any public comments.

Commissioner Behrends offered the following motion:
MOVED, to add a stipulation to resolution 08-078 requiring that the stage face north or northwest. Motion seconded by Commissioner Belshan. After discussion, the motion was unanimously adopted.

Commissioner Belshan offered the following motion:
MOVED, to add a stipulation to Resolution 08-078 requiring the Hambone Festival cease at 12:00 midnight and the three other functions to cease at 11:00 p.m.
Motion died for lack of second.

Commissioner Belshan offered the following motion:
MOVED, to amend Resolution 08-078 to approve for calendar year 2008 only.
Motion died for lack of second.

The Chair asked for public comment on Resolution 08-078 as amended to require the stage face north or northwest. There was none.
After discussion, a vote was taken and the Chair declared the resolution was unanimously approved.

Commissioner Nelson offered the following resolution:

RESOLUTION 08-079
APPROVAL OF CONDITIONAL USE PERMIT FOR THE CITY OF MANCHESTER FOR A
SEWAGE FORCEMAIN TO THE CITY OF ALBERT LEA

RESOLVED, that pursuant to the provisions of the County of Freeborn Zoning Ordinance No. 15, a Conditional Use Permit is hereby granted to Manchester, Minnesota for a sewage forcemain to convey Manchester's wastewater to the City of Albert Lea for treatment in that city's wastewater treatment facility following the right-of-way of State Highway 13 from Manchester to Albert Lea. The forcemain will be constructed approximately thirty feet to the east of edge of bituminous of Hwy 13 and connect to Albert Lea's sewage collection system.

CONDITIONAL USE PERMIT
FREEBORN COUNTY

Definitions

- | | | |
|-----------------------|---|--|
| Company | = | Manchester, its successors and assigns, including, but not limited to, contractors and subcontractors engaged to do any of the work outlined in this Permit. |
| Pipeline | = | Includes the pipeline and its related appurtenances, as described in the Permit. |
| Public Roadway | = | Roadways and appurtenance Right-of-Ways that are under the jurisdiction of a County or Township, and including without limitation Roadway Ditches. |

Public Drainage Systems	=	Those drainage systems established or under the jurisdiction of a Drainage Authority under Minnesota Statutes 103D or 103E.
Drainage Authority	=	Means the County Board or Watershed District having jurisdiction on over Minnesota Statutes 103D or 103E projects.
County, Township, Or Watershed District Designate	=	Any person(s) legally authorized by a County, Township or Watershed District to make decisions regarding the mitigation or restoration of impacts to Public Roadways or Public Drainage Systems.
Right-of-Ways	=	Includes permanent and temporary easements which the Company acquires for the purpose of constructing and operating the Pipeline.
Tile/Public Drainage Tile	=	Any artificial subsurface drainage system.
Drainage Inspector	=	A person designated as such by a Drainage Authority.
Pipeline Surface Facilities	=	Portions of the Pipeline which must be located at or above grade including without limitation, shut-off valves, mainline block valves, tap valves, meter stations, and pumping stations.
Roadway Ditches	=	Open ditches located adjacent to public roadways and with right-of-way.
County, Township Drainage Authority Or Watershed District	=	Means the County Board, Township Board, Drainage Authority or Watershed District having jurisdiction over the property in which the pipeline is to be constructed.
Permit	=	Means this Conditional Use Permit.

1. All roadways and open water shall be bored. No open trenching.

- A. Boring under open water shall be a minimum of 4' below ditch bottom allowing for future dredging, cleaning or improvement.
- B. All road crossings shall be separately permitted by the Freeborn County Highway Engineer.

2. Pipeline Depth

- A. Except for Pipeline Surface Facilities, and except as otherwise stated in this Permit, the Pipeline will be buried with the lesser of:
 - 1. A minimum of 4' of top cover below the surface.
 - 2. A minimum of 12 inches of top cover below the 'as-designed" or "as-constructed" dept of Public Drainage Systems, whichever is deeper, whether they are open ditches or Tile (Below all tiles).

3. A minimum of 4 feet of top cover below the existing ditch grade of Public Road Ditches. This depth shall continue from the centerline of the Public Roadway out the distance of the public road right-of-way as it exists on the date this Permit is approved.
- B. Notwithstanding A above, unless drainage determinations demand otherwise, the Company shall construct its Pipeline under existing and planned Public Drainage Systems. Planned Public Drainage Systems means locations where the proposed installation of Tile or open drainage ditch is made known, in writing, to the Company prior to the securing of any permit to cross the Public Drainage System, and has been defined by the Drainage Inspector, as defined under Minnesota Statutes 103E.
- C. A minimum of 12 inches of vertical separation will be maintained between the Pipeline and the Public Drainage Tile, unless adequate measures are taken to protect the present and future integrity of pipe and tile and only with the approval of the Drainage Inspector.
- D. On land subject to erosion, including, but not limited to, those lands specifically designated by the County, Township, Drainage Authority or Watershed District, the Company will patrol the Pipeline Right-of-Way with reasonable frequency, as determined by the appropriate County, Township, Drainage Authority or Watershed District, to detect erosion of top cover within the Public Roadways or Public Drainage Systems. In no instance will the Company knowingly allow the amount of top cover to erode more than 12 inches from its original level or allow the remaining topcover to be less than 48 inches, whichever measure provides for the greatest depth of cover. The Company's responsibility shall continue for so long as the pipeline remains installed.

3. Topsoil Replacement on Roadway Ditches.

- A. The top 12 inches of top soil will first be stripped from the area to be excavated above the Pipeline and the adjacent subsoil storage area; such topsoil will be stored separately from the subsoil.
- B. All subsoil material which is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile.
- C. In backfilling the trench, the stockpiled subsoil material will be placed back into the trench before replacing the topsoil.
- D. The topsoil must be replaced on the subsoil storage and over the trench so that after settling occurs, the topsoil's original depth and contour (with an allowance for settling) will be achieved. In no instance will the topsoil materials be used for any other purpose.
- E. Where excavations are made the actual depth of the topsoil will be replaced as nearly as reasonably possible if it is less than 12 inches in depth.

4. Repair of Damaged and Adversely Affected Tile Lines Under the Jurisdiction of Minnesota Statutes 103D or 103E.

The Company expressly agrees that the Counties, Townships, Drainage Authority or Watershed Districts shall have all the procedural and the substantive rights provided by

Minnesota law and the rules promulgated thereunder. The Company hereby expressly agrees to comply with the procedural and substantive requirements of Minnesota law.

If underground Public Drainage Systems are damaged by the Pipeline installation and its associated work, such as transporting of machinery or material, the Public Drainage Systems will be repaired, by the Company, in a manner approved by the Drainage Inspector that assures that the Public Drainage Systems are in proper operating condition at the point of repair. If Public Drainage Systems or Tile on or adjacent to the pipeline construction area are adversely affected by the Pipeline, the Company will take such actions as are necessary to ensure the proper functioning of the Public Drainage System and Tile, including the relocation, reconfiguration, and replacement of the existing Tile lines. The County, Township, Drainage Authority and/or Watershed District may elect to negotiate a fair settlement with the Company for the repair, relocation, reconfiguration, and/or replacement of the damaged Public Drainage System.

Prior to the construction of the Pipeline, the Company shall:

- A. Locate all Public Drainage System Tile line and open ditch elevations from the Plans inspections and shall, at least 20 days prior to the start of construction of the pipeline in the County, report such findings to the County Drainage Inspector. The Company will contact the County, Township or Watershed Districts for their knowledge of public Tile line locations prior to the Pipeline's installation. The Company's finds as to the as-designed depth of public ditch and Tile systems shall be put in writing and provided to the Drainage Authority having jurisdiction over that particular drainage system. All identified public ditch systems and Tile lines will be flagged, by the Company, prior to construction to alert construction crews to the possible need for Tile line repairs, intake repairs, side inlet repairs, etc. Any Tile, including intakes, culverts, etc., that is damaged, cut or revoked during construction of the Pipeline will be distinctly marked, by the Company, by placing a highly visible flag in the trench spoil banks directly opposite such Tiles. This marker shall not be removed until the Tile has been permanently repaired and such repairs have been approved and accepted by the Drainage Authority or its Designate.
- B. All Tile will be repaired with materials of the same or better quality as that which was damaged and shall have the same drainage capacity as that which was originally in place.
- C. If water is flowing through a damaged Tile, the Tile will be immediately and temporarily repaired until such time that permanent repairs can be made, and in no event shall such temporary repair occur longer than 24 hours after the damage. Any exposed Tile line will be screened or otherwise protected to prevent the entry of foreign material, small animals, etc., into the Tile line until permanent repairs are completed.
- D. Where Tile lines are severed by the Pipeline trench, three-sided steel channel iron, angle iron, full-rounded slotted pipe or half pipe will be used to support the repair Tile lines.
 1. The support member will be of sufficient strength to support a 10 ton point load on the surface directly above the repaired Tile line.
 2. The support member will extend a minimum of 3 feet into the previously undisturbed soil on both sides of the trench and will be installed in a manner that will prevent it from overturning. If the Tile repairs involve clay Tile, the

support member will extend to the first Tile joint beyond the minimum 4 foot distance.

3. Within the trench, 1 ½ inch wash gravel, 4 inch crushed stone, sandbags, or bags of concrete will be backfilled under all Tile lines to provide a positive support to the Tile lines. Concrete blocks are also acceptable forms of support as are protective pads on the Pipeline.
 4. In no instance will the grade of the Public Drainage System Ditch or Tile be changed from pre-construction to post-construction.
- E. Before completing permanent Tile repairs, all Tile lines will be examined by suitable means on both sides of the trench for their entire length within any work area to check for Tile that might have been damaged by the construction equipment. If Tile lines are found to be damaged, they must be repaired so they operate as well after construction as before construction – approval from County designated inspector before covering.
- F. All permanent Tile line repairs must be made within 14 days following completion of construction on or across any Public Drainage System, taking into account weather and soil conditions.
- G. Following completion of the Pipeline, the Company will also be responsible for correcting all Tile repairs that fail due to Pipeline construction. The Company will be responsible for correcting and repairing all Tile line breaks, or other damages to Tile systems that occur on the permanent and temporary construction easement to the extent that such breaks are the result of Pipeline construction. For the purpose of this paragraph, it is presumed that for a period of 5 years following completion of construction, all Tile breaks or other damages to Public or Private Tile Systems or Tile Systems in Public Roadway Right-of-Ways in the permanent and temporary construction easements across Public Drainage Systems or public roadways are as a result of Pipeline construction unless the Company can prove otherwise. The County, Township, Drainage Authority or the Watershed District, as may be the case, may either (i) make or contract for such repairs to be made and bill the Company for the costs of such repairs including a reasonable allocation of the cost of staff time or (ii) require that the Company make the repairs.
1. As a condition of this Permit, the County requires the Company to post a deposit, a bond or a letter of credit, from a company or lender acceptable to the County in an amount of \$30,000.00 and for a duration of 5 years, to reimburse the County, Township, Drainage Authority or Watershed District for any cost of repairs.

5. Installation of Additional Tile Lines.

The Company shall be responsible for installing such additional drainage Tile and other drainage measures as are necessary to properly drain wet areas on the permanent and temporary easements caused by the construction and/or existence of the Pipeline within Public Road Right-of-Ways and within the Right-of-Way of Public Drainage Systems, whether open ditch or Tile. In addition, where the Pipeline's route parallels an existing Pipeline within a 200 foot perpendicular offset, the Company shall be responsible for installing Tile and/or other drainage measures as necessary to properly drain the area between the two pipelines to the extent the wet areas between the pipelines are caused by the construction and/or existence of the Pipeline. For the purpose of this paragraph, for a

period of 5 years following the completion of construction, it is presumed that any wet areas located in the permanent and temporary easements and/or between two parallel pipelines are caused by the construction and/or existence of the Pipeline unless the Company can prove that the construction and/or existence of the Pipeline is not the cause of the wet areas.

6. Rock Removal.

The following conditions, with respect to rock removal, shall apply on all Public Roadway Right-of-Ways and Public Drainage System Right-of-Ways:

- A. The top 5 feet or the actual depth of topcover, whichever is less, within the Pipeline trench, bore pits, or other excavations will not be backfilled with soil containing rocks of any greater concentration or size than existed prior to the Pipeline's construction.
- B. If trenching, blasting, or boring operations are required through rocky terrain, suitable precautions will be taken to minimize the potential for oversize rocks to become interspersed with soil material that is placed back in the trench.
- C. Soil removed for the Pipeline trench, bore pits, or other excavations, containing unacceptable rock concentrations or sizes will be hauled off the Right-of-Way of Public Roadways and Public Drainage Systems, or be disposed of in a manner that is mutually agreeable between the Company, the County, Township, Drainage Authority and/or the Watershed District involved. The Company may elect to remove excess rock from the soil and use the soil as backfill material.
- D. After completion of the compaction alleviation activities required in Section 8 below, the Company shall remove rocks with are 4 inches or greater in diameter from the top 12 inches of disturbed soil on the entire construction area. The amount of rock on the Right-of-Way after construction will be similar to that on adjacent off-Right-of-Way areas within the Public Roadway Right-of-Way or Public Drainage System Right-of-Way. Rock so removed will be hauled off the Public Roadway Right-of-Way or Public Drainage System Right-of-Way or disposed of at a location that is mutually acceptable to the County, Township, Watershed District or Drainage Authority and the Company.

7. Removal of Construction Debris.

All construction related debris and material which is not an integral part of the Pipeline will be removed from the Right-of-Way of the Public Roadways, Public Drainage Systems and Private Property. This is to include all litter generated by the construction crews.

8. Compaction, Rutting and Soil Restoration.

- A. Compaction will be alleviated on all Public Drainage System Right-of-Way and Private Property traversed by the construction equipment. Right-of-Way that has been compacted will be plowed with three passes of a v-ripper or chisel plow at least 18 inches deep. In areas where Topsoil has been segregated, the Company will first plow the subsoil with three passes of a v-ripper or chisel plow at least 12 inches deep before replacing the segregated Topsoil.
- B. The Company will restore all constructed rutted land to as neat as practical to its pre-construction condition on Public Roadway Right-of-Way, Public Drainage System Right-of-Way, and Private Property.

- C. All disturbed areas shall be reseeded and restored to original conditions. If there is any dispute between the Counties, Township, Drainage Authority, or Watershed District as to what areas need to be ripped or chiseled, the depth of which compacted areas should be ripped or chiseled, or whether the necessary reseeded and restoration to original condition has occurred, the Road Authority's or Drainage Authority's opinion shall be binding on the Company, County, Township, Drainage Authority and Watershed District.

9. Land Leveling.

Following the completion of the Pipeline construction, the Company will restore any Right-of-Way within Public Roadway Right-of-Way, Public Drainage System Right-of-Way and Private Property to its original pre-construction elevation and contour. If in the future uneven settling occurs or surface drainage problems develop as a result of Pipeline construction, the Company will provide additional land leveling services, or compensation (based upon the actual cost of restoration including the reasonable value of staff time if completed by the County, Township, Drainage Authority or Watershed District), within 45 days of receiving written notice from a County, Township, Drainage Authority or Watershed District.

10. Prevention of Soil Erosion.

- A. The Company will work with the County, Township, Drainage Authority and Watershed District to prevent excessive erosion on Township lands disturbed by the construction within the Right-of-Way of Public Roadways and Public Drainage Systems. The Company shall provide to the County, Township, Drainage Authority and Watershed District, a copy of their Erosion Control Plan prior to start of construction. Such plan must be approved and agreed upon between the County, Township, Drainage Authority and Watershed District and the Company prior to its implementation. Reasonable methods will be implemented to control erosion.
- B. If the County, Township, Drainage Authority or Watershed District and Company cannot agree upon a reasonable method to control erosion on the Right-of-Way of Public Roadways or Public Drainage Systems, the opinion of the appropriate County, Drainage Authority, Township or Watershed District shall be binding on the Company.

11. Repair of Damaged Soil Conservation Practices.

All soil conservation practices (such as terraces, grassed waterways, etc.) within the Right-of-Way of Public Roadways, Public Drainage Systems and Private Property which are damaged by the Pipeline's construction, will be restored to their pre-construction condition.

12. Clearing of Trees and Brush From the Easement Area From the Right-of-Way of Public Roadways and Public Drainage Systems.

- A. If trees are to be removed from the Right-of-Way within the Right-of-Way of the Public Roadways or Public Drainage Systems, the Company will consult with the County, Township, Drainage Authority or Watershed District to see if there are trees of commercial value to the County, Township, Drainage Authority or Watershed District.
- B. Unless otherwise restricted by Federal, State or Local Regulations, the Company shall follow the County, Township, Drainage Authority or Watershed District or its Designate's desire regarding the removal of tree stumps that the Company might otherwise leave in the ground.

- C. Unless otherwise restricted by Federal, State or Local Regulations, the Company will follow the County's, Township's, Drainage Authority's or Watershed District's desires regarding the disposal of trees, brush and stumps of no value to the County, Township, Drainage Authority or Watershed District by complete removal from any affected Public Roadway Right-of-Way or Public Drainage System Right-of-Way.

13. Mitigation for Other Natural Resource Impacts.

Unless otherwise required by a state or federal agency or other governmental body, the Company will not mitigate for impacts to other natural resources (wetlands, woodlands, etc.) using Public Roadway Right-of-Way or Public Drainage System Right-of-Way as mitigation lands.

14. Weed Control.

The Company will be responsible for reimbursing all reasonable costs incurred by the County, Township, Drainage Authority or Watershed District on lands adjacent to Pipeline Surface Facilities when the County, Township, Drainage Authority or Watershed District must control weeds on Public Roadway Right-of-Way or Public Drainage System Right-of-Way, which can be reasonably determined to have spread from land accommodating Pipeline surface facilities, should the Company fail to do so after being given a written notice and a 45-day opportunity to respond.

- A. As a condition of this Permit, the County may require the Company to post a deposit, a bond or a letter of credit, from a company or lender acceptable to the County, in an amount and for a duration of time solely determined by the County, to reimburse the County, Township or Watershed for any cost of weed control

15. Pumping of Water From Open Trenches.

- A. In the event it becomes necessary to pump water from open trenches, Public Roadway Right-of-Way ditches or Public Drainage System ditches, the Company will pump the water in a manner that will avoid damaging adjacent Public Roadway Right-of-Way or Public Drainage System Right-of-Way and adjacent agricultural lands, crops and/or pasture. Such damages include, but are not limited to, inundation of crops for more than 24 hours, deposition of sediment in Public Roadway ditches and Public Drainage ditches and the deposition of gravel in Public Roadway Ditch Right-of-Way and Public Drainage System Right-of-Way.
- B. All pumping of water shall comply with existing drainage laws, local ordinances relating to such activities, and State and Federal Wetland Regulations and Laws.

16. Permanent Ingress and Egress Approaches.

- A. All permanent ingress and egress approaches shall have the location approved in advance by the appropriate county engineer for the county or township involved, and be permitted by the County Engineer.
- B. All culverts, for permanent turnout, shall have safety aprons. The length of the culverts shall be determined by the above construction requirements for the turnouts (i.e. it will depend upon the depth of the road ditch).

- C. All reasonable costs and expenses for County and Township staff time for the planning and construction of the ingress and egress approaches shall be paid by the Company.

17. Temporary Ingress and Egress Approaches.

The location and construction for all temporary ingress and egress approaches for Public Roadways must be approved in writing by the applicable County Engineer prior to the initiation of construction. All temporary ingress and egress approaches must meet reasonable standards and regulations as may be established by said County Engineers.

Where crushed stone or rock is used for access pads, the Company shall place the stone or rock on synthetic fabric to facilitate removal.

18. Pipeline Construction Practices.

The following construction practices shall be observed by the Company in constructing this Pipeline crossing Public Roadway Right-of-Ways, Public Drainage Systems and Private Property.

- A. Storage of equipment and material during construction: All materials and equipment must be stored and parked within the bounds of the Pipeline Right-of-Way or staging areas acquired by the Company so as to minimize interference with Public Transportation.
- B. Equipment and materials stored adjacent to Public Roadways must be stored outside of the road right-of-way. Equipment and materials may only be stored within the road right-of-way with the County Engineer's prior, written consent.

19. Construction Practices for Crossing of Public Roadway Right-of-Ways.

- A. All Public Roadways will be crossed by the boring method, unless otherwise agreed in writing by the County Engineer.
- B. It is specifically understood that no overweight permits will be issued for the construction of this Pipeline.
- C. At least 30 days in advance of any work on Public Road Right-of-Ways and crossings, the Company shall give written notice of the intention to start work to the County Engineer and submit to the County Engineer a road map showing all proposed haul routes.
- D. The Company shall be responsible for maintenance and restoration of all haul roads.
 - 1) All maintenance and restoration of haul roads shall be done with the approval of the County Engineer and to the County Engineer's satisfaction.
 - 2) As a condition of this Permit, the County may require the Company to post a deposit, a bond or a letter of credit, from a company or lender acceptable to the County, in an amount and for a duration of time solely determined by the County, to reimburse the County, Township, Drainage Authority or Watershed District for any cost of maintenance and restoration of all roads.

- E. Filing Requirements: The Company, or its agents, shall file with the County Board, prior to the start of construction, the following:
- 1) Maps indicating the location, alignment of Pipeline and all Public Roadway and Public Drainage System Crossings.
 - 2) Type of service proposal, including items to be carried in the Pipeline.
 - 3) The Company shall provide to the County, at no charge, within 30 days of written request by the County, copies of State and/or Federal Environmental Impact Statements.
 - 4) Approval letters of agreement from all applicable state and federal agencies.
- F. All signage shall conform to Minnesota Laws and Rules, and be approved by the County Engineer.

20. Construction in Wet Conditions.

- A. The County, Township, Drainage Authority or Watershed District or its Designate may request the County Inspector visit the construction site on Public Road Right-of-Ways, Public Drainage Systems or Private Property to make a determination as to whether weather conditions have caused the soil in the construction area on the Right-of-Way to become so wet that continued construction and activity would unreasonably damage the Public Road Right-of-Way, Public Drainage System Right-of-Way or Private Property. Should the County Inspector determine that, due to wet conditions, continued construction activity would result in unreasonable damage, then he or she may temporarily halt the construction activity on the Public Roadway Right-of-Way, Public Drainage System Right-of-Way (not the entire construction spread) or Private Property until the inspector consults with supervisory personnel of the Company or of the contractor operating from the Company.
- B. If construction is continued over the inspector's objection, and damage results there from, the Landowner may seek a determination of damages. For the purpose of this paragraph, it is presumed that any damage occurring after the inspector's objection is caused by any construction that takes place after the inspector's objection unless the Company can prove otherwise.

21. Procedures For Determining Construction-Related Damages to Public Roadway and Public Drainage System Right-of-Ways.

- A For a period of 1 year following the completion of construction, it will be presumed that any damage, failure, or extra ordinary wear and tear or deterioration (beyond ordinary wear and tear) of any roadway used by the Company during the construction was caused by the construction or activities involved with the construction. Unless the Company can prove that the pipeline construction and/or activities involving the construction were not the cause of the roadway damage, the Company shall repair the roadway to the satisfaction of the County Engineer.

- B. For a period of five years following completion of construction it will be presumed that any damage, failure, wet areas, tile breakage or other problems with a Public Drainage System beyond normal, expected ordinary problems, was caused by the construction or activities involved with the construction. Unless the Company can prove that damages to a Public Drainage System were not caused by the construction and/or the activities involving the construction, the Company shall repair the Public Drainage System, to the satisfaction of the Drainage Authority.

22. Indemnification.

All provisions of Freeborn County Ordinance 15, Article 18, shall be adhered to if more restrictive than any portion of this Conditional Use Permit.

The Company agrees to save and hold the County, Township, Drainage Authority or Watershed District and any employee or officer of the County, Drainage Authority or Watershed District personally harmless from any and all claims, demands, damages, actions, or causes of action of any kind or nature, whatsoever, except for acts or omissions of the County, Township, Drainage Authority or Watershed District, its officers, employees, agents or representatives that may or might arise out of the construction, placement, maintenance of the pipeline within the various County or Township Highway/Roadway Right-of-Way and Public Drainage ditch Right-of-Ways, and to pay all costs and expenses that either the County, Township, Drainage Authority or Watershed District, its officers or employees may suffer or incur by reason of any claim, except for acts or omissions of the County, Township, Drainage System or Watershed District, its officers, employees, agents or representatives arising out of the said natural gas pipeline, and to pay in full any judgment arising out of any claim that ever may be made against the County, Township, Drainage Authority or Watershed District, its officers and employees arising out of the pipeline, including costs, disbursements and attorneys' fees.

23. Insurance.

Before starting construction, Certificates of Insurance or self-insurance acceptable to the Counties, Township, Drainage Authority and Watershed District shall be filed by the Company for itself and all of its contractors, with the County Planning and Zoning Administrator and shall contain a provision that the policies will not be canceled or materially changed until at least ten days prior written notice has been given to the County Highway Engineer, Township, Drainage Authority or Watershed District. This insurance shall be written for not less than the following limits:

Workers' Compensation	Minnesota Statutory
Contractor's Public Liability and Property Damage	
Bodily injury	1,000,000
Each person	1,000,000
Each Accident	5,000,000
Property Damage	
Each Accident Aggregate	1,000,000
Automobile	
Public Liability and Property Damage	1,000,000
Bodily Insurance	5,000,000
Each Person	1,000,000
Each Accident	5,000,000

Property Damage	1,000,000
Each Accident Aggregate	5,000,000

24. Traffic Compliance and Other Utilities.

- A. Company and/or its contractors shall maintain traffic in conformance with the provisions set forth in the Minnesota Manual of Uniform Traffic Control Devices.
- B. The Company shall repair or replace and be responsible for notification to all other utilities. The County, Drainage Authority or Watershed District shall not be responsible for notification to other utilities as a result of this construction.

25. Future Relocation of the Pipeline and Future Work Within the Right-of-Way of the Public Road Systems or Public Drainage Systems.

- A. The Company shall relocate the pipeline, constructed pursuant to this Permit, located within the existing Public Road Right-of-Ways or Public Drainage System Right-of-Ways within a reasonable time after request by the County Board, County Engineer, Drainage Authority or Watershed District. This relocation work shall begin within a reasonable time after written notice to the Company, and progress in a reasonable and workmanlike manner. All costs of this relocation work shall be the responsibility of the Company as to the County Public Roadway Right-of-Way or Drainage Authority Right-of-Way in existence as of the date of this Permit.
- B. This Permit only covers and allows the construction of the Pipeline as described in the Company's Application to the Federal Energy Regulatory Commission for a Certificate of Public Convenience and Necessity. Any future work or construction beyond normal maintenance within the Public Road Right-of-Ways or Public Drainage Right-of-Ways shall require additional permits and approval from the County, Township, Drainage Authority and/or Watershed District.
- C. The Company shall furnish to the County, Township, Drainage Authority and Watershed District, and update as necessary, the name, address and phone number of the person(s) to contact for a location of the Pipeline as constructed under this Permit. The Company shall locate and mark, in the Right-of-Way, the Pipeline within 48 hours of request for said location.
- D. The County, Township, Drainage Authority or Watershed District shall not be responsible for the notification of third parties that the Pipeline is within Public Road Right-of-Ways and Public Drainage System Right-of-Ways.
- E. The Company shall be responsible to pay for the additional costs of new construction, reconstruction, maintenance or repair of Public Drainage Systems and/or Public Roadways caused by the existence of the Pipeline. To receive compensation for such additional costs the applicable County, Township, Drainage Authority or Watershed District shall present an invoice or sworn construction statement detailing the additional costs caused by the presence of the Pipeline. Such increased costs shall be verified to the Company by the County Engineer or the applicable Drainage Authority. Such compensation shall be paid by the Company within 30 days of receipt of the invoice or sworn construction statement and the verification.

26. As-Built Plans.

- A. The Company shall, within 180 days of completion of installation of the pipeline in the County, file with each of the County Board, Township, Drainage Authority and Watershed District, as-built drawings of the Pipeline and its appurtenant facilities after construction. Legal descriptions must be provided as part of the application for this Permit. Electronic GPS location of pipeline route must be provided to the County within 60 days of completion of the project.

27. Reimbursement for Costs and Security Deposits.

- A. The Company shall reimburse each of the Counties, Townships, Drainage Authority or Watershed District for all reasonable out-of-pocket expenses and staff time expenses related to the construction of this Pipeline project.
- B. In addition, the Company shall reimburse the County, Township, Drainage Authority and Watershed District for all legal, engineering, inspection, other professional, staff overtime, cost of special meetings and all other costs and expenses, of any kind or nature, incurred by the County, Township, or Watershed District in connection with the pipeline. This includes all costs incurred prior, during and after installation of the pipeline. The expenses contemplated in this section may also include County, Watershed District, Drainage Authority or Township staff and official's time in responding to and working with the Company on issues related to the installation of this pipeline.
- C. Whenever the Company is required to deposit a sum of money, the Company may instead post a bond or letter of credit under terms and conditions reasonably acceptable to the County, Township, Drainage Authority or Watershed District, and issued by a company or lender solely acceptable to the County, Township, Drainage Authority or Watershed District.
- D. All deposits required by this Permit shall be held by the County, for the benefit of the County, Township, Drainage Authority or Watershed District. Application for reimbursement from the deposit shall be made by the Township, County, Drainage Authority or Watershed District to the County by providing the County and the Company with an itemized statement of the cost to be reimbursed. The Company shall have 15 days to object to the payment. Unless the Company objects, in writing, to the County within 15 days of the application for payment, the County may pay from the deposit the amount requested in the application. The County shall hold the deposit funds for so long as the County deems necessary for the protection of the County, Township, Drainage Authority and Watershed District, and for so long as the County determines it is necessary to carry out the terms of this Permit. At the end of that time, the County shall return any remaining funds to the Company.
- E. This Section 27 also governs all security deposits made pursuant to this Conditional Use Permit.
- F. The County Board shall designate an inspector who shall conduct on-site inspections of the construction. Northern will reimburse the County for the cost of the personnel necessary to do the above inspections. The costs thereof shall be \$500.00 per mile of pipeline.

28. Agent for Service of Process.

The Company shall appoint an agent for service of process in Minnesota and shall provide written notice setting out the name, address and telephone number of said agent to each

County, Drainage Authority or Watershed District within 30 days of the execution of this Permit.

29. Remedies.

In the event the Company fails to perform any covenant under this Permit, the County, Township, Drainage Authority or Watershed District, as the case may be, will have all remedies available under the law including without limitation specific performance and injunctive relief. The County, Township, Drainage Authority or Watershed District may direct their attorney to petition the Minnesota State District Court for in which said County, Township, Drainage Authority or Watershed District is located for an order requiring corrective action to be taken in compliance with the terms of this Permit. In the event any dispute arises between the parties to this Permit as to the amount of damages suffered by the County, Township, Drainage Authority or Watershed District or the Company's work has been appropriately performed as required herein either party may submit the issue to binding arbitration. Arbitration shall be conducted in accord with the Construction Industry Rules of the American Arbitration Association, Minneapolis, Minnesota, and judgment on the award granted by the Arbitrator may be entered in any court having jurisdiction thereof The place of arbitration shall be within the County of an affected County, Township, Drainage Authority or Watershed District or any other place mutually agreed to by the parties involved. In the event the County, Township, Drainage Authority or Watershed District incurs costs and/or attorney's fees in enforcing the terms and conditions of this Permit, regardless of whether the matter is actually submitted to arbitration or court action initiated, the Company shall be responsible to reimburse such costs and reasonable fees upon 30 days written notice.

30. Separability/Applicable Law/Miscellaneous.

It is hereby declared to be the intention that the several provisions of this Permit are separable and in accordance with the following:

- A. If any Court of competent jurisdiction shall adjudge any provisions of this Permit to be invalid, such judgment shall not affect any other provisions of this Permit not specifically included in said judgment.
- B. Minnesota Laws and Remedies govern this Permit and the actions of the parties in connection with this Permit.

31. The Company shall be responsible to make certain all of its contractors, subcontractors, agents, employees and representatives comply with all terms of this Permit.

32. At the time this Permit is approved, the Company may not hold easements, or other title to all property where the Pipeline is to be installed. This Permit is conditioned upon the Company obtaining all easements or other title for all property in the County needed for the Pipeline before starting construction of the Pipeline.

Resolution seconded by Commissioner Behrends.

Chairman, Commissioner Mathiason asked for any public comments. There was none. After discussion, a vote was taken and the Chair declared the resolution was unanimously approved.

Commissioner Nelson offered the following resolution:

RESOLUTION 08-080

APPROVAL OF CONDITIONAL USE PERMIT - MATT AND RACHAEL KORMAN

RESOLVED, that pursuant to the provisions of the County of Freeborn Zoning Ordinance No. 15, Article 6, Section 3, Subd. 1 a Conditional Use Permit is hereby granted to Matt and Rachael Korman for a 51' x 328' total confinement hog barn with a reinforced concrete manure pit. This building will house 1,600 pigs between 55 and 300 pounds and 800 pigs between 12 pounds and 55 pounds, on the following described property;

SW ¼ of the NW ¼ of Section 5 of Pickerel Lake Township, Freeborn County, MN

BE IT FURTHER RESOLVED, that said Conditional Use Permit be subject to the conditions herein setforth:

1. Owner/operator shall schedule a pre-construction meeting with the Owner/Operator, Engineer(s), Concrete Contractor(s), Perimeter Tile Installer(s) and the Environmental Services Department 3 days prior to the start of the construction.
2. Owner/operator shall register this facility with the Minnesota Pollution Control Agency (MPCA). This registration shall be updated every 4 years. A Freeborn county Feedlot Permit shall also be obtained and maintained.
3. All manure generated at this facility shall be injected into agricultural ground at recommended agronomic rates. All manure application setback distances shall be followed. There are approximately 355 acres available for manure application. Inclement weather shall be the only exception to this manure application method.
4. Owner/Operator shall notify Freeborn County Environmental Services Department prior to removing manure from a manure storage area.
5. This facility shall comply with the MPCA Rules 7020, and Article 6 and Article 17 of the Freeborn County Zoning Ordinance.
6. This facility shall not be extended or expanded without review and approval of the Freeborn County Board of Commissioners.
7. The Permit may be revoked by the Freeborn County Board of Commissioners at a public hearing to be held after 30 days notice is given for failure to comply with the provisions of the Permit.
8. Feedlot owner shall cooperate with the affected township in regards to upkeep and maintenance of roads utilized by the facility.
9. A favorable recommendation would be contingent on the ordinance amendment to allow construction of a feedlot with in the ¼ mile of a family member.

Resolution seconded by Commissioner Berhends.
Chairman, Commissioner Mathiason asked for any public comments. There was none.
After discussion, a vote was taken and the Chair declared the resolution was unanimously approved.

Commissioner Nelson offered the following resolution:

RESOLUTION 08-081 APPROVAL OF A CONDITIONAL USE PERMIT - ADAMS MINNESOTA FARMS LLC

RESOLVED, that pursuant to the provisions of the County of Freeborn Zoning Ordinance No. 15, Article 6, Section 3, Subd. 1 a Conditional Use Permit is hereby granted to Adams Minnesota Farms LLC. for a 51' x 392' total confinement hog barn with a 51' x 392' x 8' poured reinforced concrete manure storage pit. This building will house 2,400 pigs between 55 and 300 pounds, on the following described property:

NW ¼ of the NE ¼ Section 26 of Oakland Township, Freeborn County, MN

BE IT FURTHER RESOLVED, that said Conditional Use Permit be subject to the conditions herein setforth:

1. Owner/operator shall schedule a pre-construction meeting with the Owner/Operator, Engineer(s), Concrete Contractor(s), Perimeter Tile Installer(s) and the Environmental Services Department 3 days prior to the start of the construction.
2. Owner/operator shall register this facility with the Minnesota Pollution Control Agency (MPCA). This registration shall be updated every 4 years. A Freeborn county Feedlot Permit shall also be obtained and maintained.
3. All manure generated at this facility shall be injected into agricultural ground at recommended agronomic rates. All manure application setback distances shall be followed. There are approximately 643 acres available for manure application. Inclement weather shall be the only exception to this manure application method.
4. Owner/Operator shall notify Freeborn County Environmental Services Department prior to removing manure from a manure storage area.
5. This facility shall comply with the MPCA Rules 7020, and Article 6 and Article 17 of the Freeborn County Zoning Ordinance.
6. This facility shall not be extended or expanded without review and approval of the Freeborn County Board of Commissioners.
7. The Permit may be revoked by the Freeborn County Board of Commissioners at a public hearing to be held after 30 days notice is given for failure to comply with the provisions of the Permit.
8. Feedlot owner shall cooperate with the affected township in regards to upkeep and maintenance of roads utilized by the facility.

Resolution seconded by Commissioner Mathiason.

Chairman, Commissioner Mathiason asked for any public comments. There was none. After discussion, a vote was taken and the Chair declared the resolution was unanimously approved.

Randy Tuchtenhagen, Director of Environmental Services, provided an update that the Electronics Collection that was held on May 14, 2008, at the fairgrounds had gone well having 316 vehicles. They are considering adding another collection day sometime this fall.

Sheriff Mark Harig presented the following officers Letters of Accommodations:

Deputy Bryan Kruckeberg – life saving citizen rescue on December 2, 2007

Deputy Dan Springborg – life saving rescue of an inmate on March 29, 2007

Deputy Cheryl Reichow – life saving rescue of an inmate on March 29, 2007

Deputy Charles Sailor – life saving rescue of an inmate on March 29, 2007

Deputy Albert Morua – life saving rescue of an inmate on March 29, 2007
Deputy Tavis Bolinger – life saving rescue of an inmate on August 6, 2005
Deputy Denise Olsen – life saving rescue of an inmate on August 6, 2005
Deputy Kathy Berning – life saving rescue of an inmate on August 6, 2005
Deputy Richard Overocker – life saving rescue of an inmate on August 6, 2005

Chairman, Commissioner Mathiason thanked the deputies for their dedication.

Commissioner Shoff offered the following resolution:

RESOLUTION 08-082
A MINNESOTA DEPARTMENT OF HEALTH GRANT PROJECT AGREEMENT FOR
COMMUNITY HEALTH BOARDS ELIMINATING HEALTH DISPARITIES

RESOLVED, to approve an Eliminating Health Disparities (Refugee Health/TB Component) grant project agreement between the Minnesota Department of Health and Freeborn County Public Health for \$1451.

BE IT FUTHER RESOLVED, that Chairman Glen Mathiason be authorized to sign on behalf of Freeborn County.

Resolution seconded by Commissioner Nelson.

Chairman, Commissioner Mathiason asked for any public comments. There was none. After discussion, a vote was taken and the Chair declared the resolution was unanimously approved.

Commissioner Behrends offered the following resolution:

RESOLUTION 08-083
AUTHORIZING EXECUTION OF GRANT AGREEMENT

RESOLVED, that the County Board of the County of Freeborn does hereby authorize Public Health enter into a grant agreement with the Division of Traffic Safety in the Minnesota Department of Public Safety for the project entitled “TZD Safe Communities” during the period from October 1, 2008 through September 30, 2009.

BE IT FURTHER RESOLVED, that Chairman Glen Mathiason be authorized to execute such grant agreements as are necessary to implement the project.

Resolution seconded by Commissioner Shoff.

Chairman, Commissioner Mathiason asked for any public comment. There was none. After discussion, a vote was taken and the Chair declared that the resolution was unanimously adopted.

Commissioner Shoff offered the following resolution:

RESOLUTION 08-084

**MEMORANDUM OF UNDERSTANDING BETWEEN THE MINNESOTA DEPARTMENT
OF HEALTH AND LOCAL GOVERNMENT AGENCIES CONCERNING THE
ENDORSEMENT OF FOOD SAFETY DATA SHARING**

RESOLVED, that the County Board does hereby authorize and instruct the Public Health Director to enter into an agreement with the Minnesota Department of Health to jointly endorse Food Program Data Dictionaries developed by the Environmental Health Knowledge Management Project (EHKMP) and implement these Dictionaries' use whenever practicable to streamline future data sharing efforts.

Resolution seconded by Commissioner Mathiason.
Chairman, Commissioner Mathiason asked for any public comment. There was none.
After discussion, a vote was taken and the Chair declared that the resolution was unanimously adopted.

Chairman, Commissioner Mathiason recessed the Board meeting at 10:05 a.m.
Chairman Commissioner Mathiason reconvened the meeting at 10:15 a.m.

Commissioner Belshan offered the following resolution:

**RESOLUTION 08-085
AWARD OF DSAH 31, 1 MILE SOUTH AND 3.5 MILES EAST OF HARTLAND, MN
SAP 24-631-12**

WHEREAS, the Freeborn County Highway Department has the responsibility of maintaining the county road system; and

WHEREAS, the Freeborn County Highway Department has prepared plans and specifications for the improvements of the following road,

NOW, THEREFORE, BE IT RESOLVED, to accept the low bid from Kimball Excavating of \$95,334.80 for project SAP 24-631-12.

Resolution seconded by Commissioner Shoff.
Chairman, Commissioner Mathiason asked for any public comment. There was none.
After discussion, a vote was taken and the Chair declared the resolution was unanimously adopted.

Commissioner Berhands offered the following resolution:

**RESOLUTION 08-086
AWARDS OF 2008 SEAL COAT CONTRACT
CP 08-M-01**

WHEREAS, the Freeborn County Highway Department has the responsibility of maintaining the county transportation system; and

WHEREAS, the Freeborn County Highway Department has prepared plans and specifications for the seal coating of portion of CSAH 24, DSAH 31, CSAH 45 and CSAH 51,

NOW, THEREFORE, BE IT RESOLVED, to accept the low bid from Pearson Brothers Inc. of \$226,993.00 for project CP 08-M-01.

Resolution seconded by Commissioner Shoff.

Chairman, Commissioner Mathiason asked for any public comment. There was none. After discussion, a vote was taken and the Chair declared the resolution was unanimously adopted

Commissioner Shoff offered the following resolution:

**RESOLUTION 08-087
AWARDS OF 2008 MAINTENANCE BITUMINOUS OVERLAYS
CP 08-M-02**

WHEREAS, the Freeborn County Highway Department has the responsibility of maintaining the county transportation system; and

WHEREAS, the Freeborn County Highway Department has prepared plans and specifications for maintenance bituminous overlays of a portion of CSAH 5, CSAH 9, CSAH 11, CSAH 13, CSAH 18, CSAH 49, CR 101 and the Freeborn County Fairgrounds in Albert Lea, MN.

NOW, THEREFORE, BE IT RESOLVED, to accept the low bid from Ulland Brothers Inc. of \$143,100.00 for project CP 08-M-02.

Resolution seconded by Commissioner Belshan.

Chairman, Commissioner Mathiason asked for any public comment. There was none. After discussion, a vote was taken and the Chair declared the resolution was unanimously adopted.

Sue Miller, Freeborn County Engineer, advised the Board that several frost boils have developed around Freeborn County, with an estimated cost of \$1.3 million to fix. These locations have been marked with a GPS marker and will be prioritized to be done within current budget.

Mark Harig, Freeborn County Sheriff, updated the Commissioners on the Emergency Management Performance Program Supplement award in the amount of \$3505 to be used toward our 2007 program. Sheriff Harig also received notification from the Department of Natural Resources of a grant award in the amount of \$7051 for the replacement of the Water Patrol dock on Fountain Lake and supplemental funding to deploy life vests and throw bags to each squad for officer safety and 6 replacement "Slow No-Wake" buoys.

Commissioner Belshan offered the following resolution

RESOLUTION 08-088

**DRAINAGE AUTHORITY'S RESOLUTION OF INTENT TO RECORD
FREEBORN COUNTY DITCH J-6, CONSISTING OF SUBSURFACE DRAIN TILE AND
OPEN DITCH**

WHEREAS, Freeborn County Ditch J-6 is a Public Drainage System consisting of subsurface drain tile, open ditches or both; and

WHEREAS, Ditch J-6 was originally established by orders of the District Court as Judicial Ditch 6 and County Ditch 29, according laws in effect at the time of establishment of said systems; and

WHEREAS, Judicial Ditch 6 and County Ditch 29 have been consolidated by the Drainage Authority according to proceedings under the State's drainage code and are now referred to collectively as Ditch J-6; and

WHEREAS the orders establishing Ditch J-6 created permanent easements within which the drainage systems would be located, including area to allow for future maintenance and repair of the drainage systems; and

WHEREAS, the orders establishing Ditch J-6 were never recorded in the office of the County Recorder of Freeborn County; and

WHEREAS, Ditch J-6 continues to convey agricultural drainage within its watershed; and

WHEREAS, the Drainage Authority has continued to access the drainage system by utilizing the easements created at the time of establishment; and

WHEREAS, the Drainage Authority has determined it to be in the best interests of the properties and the owners of property benefited by Ditch J-6 to determine and record the right of way occupied by Ditch J-6, and;

WHEREAS, the Drainage Authority will hold a public hearing on the proposal on the 1st day of July, 2008, at 8:45 o'clock a.m. and that notice of said hearing be provided according to law.

NOW THEREFORE, BE IT RESOLVED, that the center lines for the easements for Ditch J-6, depicted on the attached Exhibit "A" are hereby determined to be the duly established center lines of easements of a width of 100 feet either side of said center lines. The legal descriptions of said center lines are generally described in Exhibit "B". In the event the physical location of Ditch J-6 differs from the depiction or legal description as contained herein, the physical location shall govern.

BE IT ALSO RESOLVED, that the Drainage Authority reserves the right, after due notice to change the description provided herein in case of error or if more precise information becomes available, by filing a supplemental resolution.

Resolution seconded by Commissioner Nelson.

Chairman, Commissioner Mathiason asked for any public comment. There was none.

After discussion, a vote was taken and the Chair declared the resolution was unanimously adopted.

Commissioner Behrends offered the following motion:

MOVED, to set a Public Hearing date on July 1, 2008 at approximately 8:45 a.m. to discuss the recording of Ditch J6.

Motion seconded by Commissioner Belshan.

After discussion, a vote was taken and the Chair declared the motion approved.

John Kluever, County Administrator introduced representatives from Alliant Energy to discuss options for energy savings plans for the detention center. The County could use Alliant Energy to finance the project of replacing 63 metal halide bulbs with the fluorescent units. The funding would be at 1.5% administration fee instead of the 3% in the past. Alliant Energy also stated that the County could file a sales tax exemption for the detention center since it houses inmates. Alliant Energy would need to verify the amount of usage in the center, so a meter would need to be installed to capture that usage.

John also introduced the new Administration Office Support Specialist, Penny Bell. Chairman, Commissioner Mathiason welcomed her to the group.

Brian Buhmann, Human Services Director requested out of state training for three (3) financial workers to go to the National Eligibility Worker's Association training in Garden Grove, California, August 17-20th. The estimated cost would be \$3195.00 which would be funded by the Food Support Enhancement grant to pay for all costs except for salaries of those attending.

Commissioner Behrends offered the following motion:

MOVED, to authorize out of state travel for three (3) financial workers to attend National Eligibility Workers' Association training in Garden Grove California, on August 17-20th 2008, with expenses paid by the Food Support Enhancement grant with the exception of the salaries.

Motion seconded by Shoff.

After discussion, a vote was taken and the Chair declared the motion approved.

Commissioner Behrends offered the following resolution:

**RESOLUTION 08-89
APPROVAL OF CLAIMS**

RESOLVED, that the following claims be allowed and paid on May 9, 2008.

Fund	Amount	Name
01	\$ 86,960.27	County General Fund
03	\$ 18,640.55	County Road and Bridge
31	\$ 23,539.53	Capital Improvements Fund
	<u>\$ 5,053.94</u>	County Ditches
	\$134,194.29	Total

County General Fund

A Viands LLC 15,206.51; Albert Lea Medical Center 2,962.00; Albert Lea Tribune 6,396.00; American Solutions for Business 348.85; Anoka county Corrections 16,405.00; Bauer Built Tire Center 474.45; Marilyn Ann Burns 410.00; Cole Papers 302.55; Computer Integrated Technologies 3,130.88; Crescent Electric Supply Co 876.77; D&T Ventures 1,449.00; Express Personnel Services 3,020.93; Freeborn Co Shopper 903.00; GEO Comm 4,130.00; Sheriff Mark Harig 507.82; Bjork Hill 1,000.00; Karls Carquest 359.67; George R. Lundstrom DDS 396.78; MCCC MI 2,821.47; MN Attorney Generals Office 1,154.20; MN Elevator 453.29; Northland Inn 614.06; OfficeMax Inc 991.83; Kenneth Schroeder 500.00; SEMCAC 840.00; Snyder Drug Store 2,643.76; Stanley Security Services 1,230.50; State of MN Auditor 6,381.39; Roger Sweet PHD 1,250.00; West Payment Center 889.00; Xerox Corp 531.77; Ziegler Inc 2,870.18

County Road & Bridge

Advanced Drainage Systems 390.68; DLT Solutions Inc 565.27; Govconnection Inc 309.38; IFACS 309.54; Jones Haugh & Smith Inc 1,350.00; Karls Carquest Auto1,497.37; M R Sign 694.26; Metal Culverts Inc 2,798.84; Susan G Miller 330.23; Overhead Door of Albert Lea 397.30; Raleighs Ace Hardware 4,313.33; Richards Wood Products Inc 1,312.84; Syverson Ford Inc/Dave 2,009.55; Vasco Inc 760.63

Capital Improvement Fund

Computer Integration Tech 4,546.49; Dell Marketing 1,550.46; Freeborn Co Ag Society 17,442.58

County Ditches

Albert Lea Tribune 1,273.75; Jensen Excavating & Trucking 1,545.00; Jones Haugh & Smith 1,575.00

Number of claims not exceeding \$300.00 – 94

Dollar amount of claims not exceeding \$300.00 - \$7770.10

Resolution seconded by Commissioner Nelson.

After discussion, a vote was taken and the resolution was unanimously adopted.

Chairman, Commissioner Mathiason adjourned the meeting until 8:30 a.m., June 6, 2008.

BY: _____ ATTEST: _____
Glen Mathiason John Kluever
Chairman of the County Board Administrator/Clerk