

**ADJOURNED MEETING OF THE COUNTY BOARD
JUNE 3, 2008**

The Board of County Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m., on Tuesday, June 3, 2008. Members present: Belshan, Nelson, Behrends, Mathiason, and Shoff.

Commissioner Shoff offered the following motion:

MOVED, to approve the May 20, 2008 Board Meeting Minutes and Workshop.
Motion seconded by Commissioner Behrends.
After discussion, a vote was taken and the Chair declared the motion approved.

Commissioners reported on meetings attended.

During the public forum no public comment was offered.

Commissioner Belshan offered the following resolution:

**RESOLUTION 08-090
COUNTY DITCHES**

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 # 63, #49 and J-25.

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 that the resolution was unanimously adopted.

Phil Tennis, Ditch Inspector updated the Commissioners on issues in regards to the grass strip compliance. Letters were sent to the landowners that were out of compliance.

Commissioner ~~Shoff~~ Behrends offered the following resolution:

**RESOLUTION 08-091
APPROVAL OF THE 2008-2013 RECYCLING CONTRACT**

WHEREAS, the Freeborn County Environmental Services Department is charged with the responsibility of implementing a variety of solid waste programs to maintain a healthy environment, and

WHEREAS, Freeborn County wishes to continue contracting for solid waste programs that include curbside recycling and rural drop box recycling services by offering a five year contract to start December 1, 2008 and end November 30, 2013.

NOW THEREFORE BE IT RESOLVED, this 3rd day of June, 2008 that Freeborn County accepts an offer from Waste Management to contract for the term specified and for the amount stated in the contract.

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.

Wayne Sorensen was asked by Commissioner Mathiason to update the Commissioners on sketches discussed at Monday night's Planning meeting for a conditional use permit.

Commissioner Shoff offered the following resolution:

RESOLUTION 08-092
CONDITIONAL USE FOR GARDEN DIVA DESIGN STUDIO, LLC.

RESOLVED, that pursuant to the provisions of the County of Freeborn Zoning Ordinance No. 15, Article 23, a Conditional Use Permit is hereby granted to Garden Diva Design Studio, LLC for the placement of a temporary greenhouse, on the following described property:

80920 County Road 46, Hayward, Minnesota
(Highway Business District)

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

1. The building may not be extended or expanded without receiving approval by the Freeborn County Planning Commission.
2. The placement of this building shall be in accordance with the site plan on file in the Environmental Services Office.
3. This temporary structure shall be located west of main building adhering to all applicable setback requirements. Shall be removed and properly stored during the winter season.
4. 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 this permit.

Resolution was seconded by Commissioner Belshan.

Chair, 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.

Lois Ahern, Public Health Director, updated the Commissioners on the resignation of an employee and the recommendation to fill the vacancy.

Commissioner Belshan offered the following motion:

MOVED, to accept the resignation of Susan Clarkson, Public Health Nurse.

Motion seconded by Commissioner Nelson.

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

Commissioner Nelson offered the following motion:

MOVED, to approve the request to fill the vacancy of a Public Health Nurse.

Motion seconded by Commissioner Behrends.

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

Commissioner Behrends offered the following motion:

MOVED, to approve the change of a position from regular part-time to regular full-time

Motion seconded by Commissioner Nelson.

Chairman Commissioner Mathiason asked for any public comments;

Commissioner Shoff offered the following motion,

MOVED, that the request to change a regular part-time position to a regular full-time position be tabled until the budget hearings in August.

Motion seconded by Commissioner Belshan.

After discussion, a vote was taken and the Chair declared the motion approved with Commissioner Nelson and Commissioner Behrends voting no.

Sue Miller, Freeborn County Engineer was called upon by Commissioner Belshan in regard to trees in the right-of-way issues. Sue informed the Commissioners that there was no work scheduled at this time for the removal of the trees, since she wanted to discuss issues with the attorney before proceeding forward with the removal of trees. Sue will update the Commissioners within 60 days on the progress with the right-of-way issue.

John Kluever, County Administrator presented the Commissioners with letters from interested persons for the two open appointments to the Shell Rock River Watershed Board of Managers for review and discussion.

Commissioner Belshan offered the following resolution:

**RESOLUTION 08-093
APPOINTMENT TO SHELL ROCK RIVER WATERSHED BOARD**

RESOLVED, that Gary Pestorius be appointed to the Shell Rock River Watershed Board of Managers for a 3 year term beginning June 25, 2008.

Resolution seconded by Commissioner Nelson.

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

Commissioner Nelson offered the following resolution:

**RESOLUTION 08-094
APPOINTMENT TO SHELL ROCK RIVER WATERSHED BOARD**

RESOLVED, that Roger Peterson be appointed to the Shell Rock River Watershed Board of Managers for a 3 year term beginning June 25, 2008.

Resolution seconded by Commissioner Behrends.

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

John Kluever, County Administrator addressed the Joint Powers Agreement for Region One- Southeast Minnesota Homeland Security Emergency Management Resolution on behalf of Sheriff Harig.

Commissioner Belshan offered the following resolution:

**RESOLUTION 08-095
JOINT POWERS AGREEMENT DESIGNEE**

RESOLVED, that Sheriff Harig be named the designee for the Joint Powers Agreement Region One – Southeast Minnesota Homeland Security Emergency Management Resolution.

Resolution seconded by Commissioner Shoff.

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

Commissioner Shoff offered the following resolution.

**RESOLUTION 08-096
JOINT POWERS AGREEMENT
REGION ONE – SOUTHEAST MINNESOTA
HOMELAND SECURITY EMERGENCY MANAGEMENT**

1. **Name.** The parties hereby establish the S. E. Region of Regional Homeland Security and Emergency Management Joint Posers Agreement.
2. **Parties.** The parties to this agreement shall consist of as many of the following entities that approve this agreement and execute a separate signature page to become parties:

County of Blue Earth	County of Mower
County of Dodge	County of Nicollet
County of Faribault	County of Olmsted
County of Fillmore	County of Rice
County of Freeborn	County of Steel
County of Goodhue	County of Wabasha
County of Houston	County of Waseca
County of Le Sueur	County of Winona
3. **Purpose.** The purpose of this agreement is to provide for the joint exercise of the parties' powers requiring regional coordination to plan for the needs of the SERHSEM. The joint exercise of the parties' powers pursuant to this agreement is intended to supplement and complement but not supplant the parties' joint and

individual powers to plan coordination and costs incurred for regional planning, coordination of training and the purchase of equipment.

4. **Governance.** Governing Board. The governing board formed pursuant to this Joint Powers Agreement shall be known as the Committee.
 - 4.1.1 **Membership.** The Committee shall be constituted as follows: one (1) member designated by each member County;
 - 4.1.2 **Designees.** Such designee shall endure until such time as a member county designates a new member. The designation authority shall determine qualifications of its designee.
 - 4.1.3 **Documentation.** Resolutions or other documentation of designation shall be filed with the Secretary of the Committee.
 - 4.1.4 **Members not Employees.** Members of the Committee shall not be deemed to be employees of the Committee and will not be compensated for serving on the Committee. For all purposes, including workers compensation, each member of the Committee shall be considered to be an employee of the Party who appointed the member.
 - 4.1.5 **Ex Officio Members.** The Committee may designate ex officio members to serve on the Committee. Such members shall be non-voting, will not be counted for quorum purposes, will not be eligible to serve as officer of the Committee and are ineligible to attend any Committee meeting closed pursuant to Minn. Stat. Ch 13D.
- 4.2. **Terms; Vacancies.** Members shall serve at the pleasure of the designating Party and may be removed only by the designating Party. Vacancies shall be filled only by the designating Party. Incumbent members serve until a successor has been designated.
- 4.3. **Chair and Vice Chair.** In January every two years the Committee shall elect a Chair and Vice Chair from its membership for a two-year term. The Chair shall preside at all meetings of the Committee and shall perform other duties and functions as determined by the Committee. The Vice Chair shall preside over and act for the Committee during the absence of the Chair.
- 4.4. **Secretary/Treasurer.** In January every two years the Committee shall elect a Secretary/Treasurer shall assist the Chair in overseeing the Committee's budget and finances.
- 4.5. **Meetings.** The Committee shall have regular meetings at such times and places as the Committee shall determine. Special meetings may be held on reasonable notice by the Chair or Vice Chair. The presence of a majority of the voting members of the Committee shall constitute a quorum. No action may be taken unless a quorum is present. The Committee shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law)
- 4.6. **Voting.** Each Committee member shall be entitled to one vote. Proxy votes are not permitted. The Committee shall function by a majority vote of the Committee members present.

5. **Duties of the Committee.** The Committee shall formulate a program to carry out its purposes pursuant to Paragraph 3.
6. **Reservation of Authority.** All responsibilities not specifically set out to be jointly exercised by the Committee under this agreement are hereby reserved to the parties and each of them.
7. **Powers of the Committee.** General Powers. The Committee is hereby authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in Paragraph 7.2.

Specific Powers.

- 7.2.1 The Committee may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this agreement shall conform to the requirements applicable to contracts and purchases of the fiscal agent of the Committee. The Committee may approve any contract relating to this agreement up to the amounts grant agreements and may authorize the Chair to execute those contracts. No payment on any invoice shall be authorized unless approved by at least two of the three officers elected pursuant to Paragraphs 4.3 and 4.4. The Chair shall report to the Committee any such payments at its next meeting.
- 7.2.2 The Committee may disburse funds in a manner that is consistent with this agreement and with the method provided by law for the disbursement of funds. All funds shall be accounted for according to generally accepted accounting principles.
- 7.2.3 The Committee may apply for and accept gifts, grants or other property or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift or grant relating thereto, and in accordance with all applicable laws, rules and regulations relating to the acceptance of gifts or grants by the Parties.
- 7.2.4 The Committee may contract with any of its member Parties to provide any and all budgeting and accounting services necessary or convenient for the Committee. The chief financial officer of the Party so selected shall act as controller for the Committee and shall draw warrants to pay demands against the Committee when the demands have been approved by the Committee pursuant to Paragraph 7.2.1
- 7.2.5 ~~The Committee shall obtain liability insurance and may obtain such other insurance it deems necessary to insure the Committee and its members for action of the Committee and~~

~~its members arising out of this agreement. If the premium for such insurance cannot be paid by grant funds, each Party agrees to contribute its pro rata share of such cost to the Committee.~~

~~7.2.6~~ **7.2.5** All power granted herein shall be exercised by the Committee in a fiscally responsible manner and in accordance with the requirements of law.

~~7.2.7~~ **7.2.6** The Committee may adopt By-Laws to govern its operations. Such By-Laws shall be consistent with the agreement and applicable law.

8. Budgeting and Funding.

8.1 Expenses. The parties understand and acknowledge that the activities and duties of the Committee are to be funded first by grant monies from the federal government, state government or other associations and agencies.

8.2 Federal and State Grant Funds Available to Counties. The parties understand and acknowledge that federal and state grant funds have been and may continue to be made available for the purposes of improving and enhancing local government units' capabilities in responding to the occurrences of large-scale disasters or emergencies. The parties further understand and acknowledge that some such federal and state grant funds may be made available directly to counties with the intention that the funds be expended for the benefit also of jurisdictions within the county. The Committee will expend any such funds only in accordance with the terms of any applicable grant agreement, approved by budget, laws and rules. This paragraph does not prohibit any county or jurisdiction from unilaterally applying for, receiving and expending grant funds made available for the purposes identified in this paragraph.

8.3 Accountability. All funds shall be accounted for according to generally accepted accounting principles. A report on all receipts and disbursements shall be forwarded to the members monthly and on an annual basis.

~~**9. Liability.** For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), persons are deemed to be employees of the Party that has assigned them to the Committee. Under no circumstances shall a Party be required to pay on behalf of itself and other Parties to this agreement any amount in excess of the limits of liability established in Minn. Stat Ch. 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any one Party.~~

9. Indemnification and Liability, Mutual Indemnification and Hold Harmless; Insurance.

This section shall survive termination of this Agreement or a party's withdrawal from the Agreement.

Applicability. The SERHSEM 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 Agreement. The SERHSEM 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 Minn. Stat. 466.

Indemnification and Hold Harmless. The SERHSEM shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgements, costs and expenses by reason of the action or inaction of the Board and/or employees and/or agents of the SERHSEM. 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.

To the full extent permitted by law, actions by the Parties pursuant to this agreement are intended to be deemed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, 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 Party.

The Parties to this agreement are not liable for the acts or omissions of the other Parties to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the Parties.

Insurance. The Board may obtain such insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this agreement.

10. Term. The Committee shall be constituted and the term of this agreement shall commence upon approval and signature of a majority of the entities listed in Paragraph 2. Olmsted County shall notify all of the entities in writing of the effective date of this agreement and the agreement shall be in effect only with respect to the Parties who have approved and signed it.

11. Withdrawal and Termination.

11.1 Withdrawal. Any party may withdraw from this agreement upon 90 days written notice to the other parties. Withdrawal by any party shall not terminate this agreement with respect to any parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any party prior to withdrawal. Such liability shall continue until discharged by law or agreement.

11.2 Termination. This agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of parties agree to terminate the agreement upon a date certain.

11.3. Effect of Termination. Termination shall not discharge any liability incurred by the Committee or by the parties during the term of this agreement. Upon termination property or surplus money held by the Committee shall then be distributed to the parties in proportion to contributions of the parties.

12. Miscellaneous.

12.1. Amendments. This agreement may be amended only in writing and upon the consent of the governing bodies of all the parties.

12.2 Review. The parties agree to review the terms of the agreement on January 1, 2007 and every five years thereafter.

12.3 Records, accounts and Reports. The books and records of the committee shall be subject to the provisions of Minn. Stat. Ch 13 and Minn. Stat 16B.06 Subd. 4. They shall be maintained by the County of Olmsted at the Olmsted Administration Center.

12.4 Counterparts. This agreement may be executed in two or more counterparts, each which shall be deemed an original, but all of

which shall constitute one and the same instrument. Counterparts shall be filed with the county of Olmsted.

Resolution seconded by Commissioner Nelson.

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

Commissioner Nelson offered the following Resolution:

**RESOLUTION 08-097
BOAT AND WATER SAFETY SUPPLEMENT GRANT**

RESOLVED, to accept the 2009 Boat and Water Safety Supplemental Grant Contract number B14751 for the amount: \$ 7051.00 beginning July 1, 2008 through September 15, 2008.

FURTHER BE IT RESOLVED, that Sheriff Mark Harig, Administrator John W. Kluever and Chairman Glen Mathiason be authorized to sign any documents pertaining to the grant.

Resolution seconded by Commissioner Shoff.

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

Commissioner Belshan offered the following Resolution:

**RESOLUTION 08-098
DONATION TO REGIONAL RADIO BOARD**

RESOLVED, that a contribution in the amount of \$500.00 be made to the Regional Radio Board with the money coming from the contingency fund.

Resolution seconded by Commissioner Shoff.

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

John Kluever, County Administrator updated the Board on the May 15th, 2008 County & City Auction in which \$165,218 was raised from the sale of items.

Commissioner Behrends offered the following resolution:

**RESOLUTION 08-099
APPROVAL OF CLAIMS**

RESOLVED, that the following claims be allowed and paid on June 6, 2008.

Fund	Amount	Name
01	\$ 120,601.28	County General Fund
03	\$ 35,057.50	County Road and Bridge
31	\$ 14,115.34	Capital Improvements Fund
40	\$ <u>578.05</u>	County Ditches

\$170,352.17 Total

County General Fund

Albert Lea Area Schools 2,263.73; Albert Lea Medical Center 11,449.25; City of Albert Lea 11,026.15; Computer Integrated Technologies 1,265.22; Erie Landmark Co. 565.00; ESRI 621.99; Express Personnel Services 2,129.24; Frames R Us 2,082.73; Donald Frederickson 500.00; Sheriff Mark Harig 668.79; IFP Test Services 395.00; Minnesota Lawyer 423.00; MN Dept of Revenue 72,238.32; MN State Board of Assessors 325.00; Northland Chemical Corp 583.99; OfficeMax Inc 540.84; Overhead Door of Albert Lea 448.00; Francis J Phelan PA 1,095.00; Positive ID Inc 1,041.81; Quill Corp 385.04; RS Eden 2,502.35; Schilling Supply Co 3,488.18; Sherwin Williams 369.09; State Chemical MFG Co. 452.43; Streichers 309.31

County Road & Bridge

Air Gas N Central 402.12; Albert Lea Seed House 2,770.57; Barr Engineering Co 4,978.08; Century Fence Co 10,570.09; Cretex Concrete Products 547.62; Interstate Motor Trucks 494.16; Lawson Products Inc 869.57; M R Sign 1,085.06; Metal Culverts Inc 2,002.38; Morreim Drainage Inc 591.92; Northern Safety Technology Inc 741.92; Ramy Turf Products 1,221.77; South Minnesota Lubes 1,001.69; Southern MN Construction Co 3,578.43; SRF Consulting Group Inc 1,836.18; ZACKS Inc 632.34; Ziegler Inc 398.79

Capital Improvement Fund

Freeborn Co Ag Society 12,068.33; Keepers Inc 446.31; Streichers 828.77; Witmer Assoc 422.52

County Ditches

Vanwilgen Farm Drainage 424.30

Number of claims not exceeding \$300.00 – 45

Dollar amount of claims not exceeding \$300.00 - \$5269.79

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 17, 2008.

BY: _____

Glen Mathiason
Chairman of the County Board

ATTEST: _____

John Kluever
Administrator