

**ADJOURNED MEETING OF THE COUNTY BOARD**  
**August 5, 2008**

The Board of County Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m., on Tuesday, August 5, 2008. Members present: Belshan, Nelson, Behrends, Mathiason and Shoff.

Commissioner Shoff offered the following motion:

**MOVED**, to approve the July 15, 2008 Board Meeting and Workshop Minutes.  
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 individuals discussed the following topics:

Scott Truesdell – presented the board with a challenge from the City of Albert Lea to participate in the Ryan Truesdell Memorial Softball Tournament on September 13<sup>th</sup> & 14<sup>th</sup>. The Board accepted the challenge from the City of Albert Lea.

Roger Bok – configuration of the Board table, barricades up to date, removal of memorials, 6/1 slopes of driveways, answer questions from previous meeting, responsibility of finding property markers, and what time employees come to work – 8am start.

8:45 Brett Behnke from the Shell Rock River Watershed addressed the Board in regards to the removal of parcels from the 3 watershed districts. Steve Penkeva from Jones Hauge and Smith reviewed the map with the lines that are going to be moving with the new update.

Commissioner Behrends offered the following resolution:

**RESOLUTION 08-125**  
**PETITION TO ENLARGE AND TO REMOVE PARCELS FROM THE SHELL ROCK RIVER**  
**WATERSHED DISTRICT**

**WHEREAS**, the Shell Rock River Watershed District board of Managers (“Board of Managers”) passed Resolution 2008-06 on July 8<sup>th</sup>, 2008 requesting a joint petition from Freeborn county to the Board of Water & Soil Resources (“Bowsr”) to enlarge and remove parcels from the Shell Rock River Watershed District;

**WHEREAS**, certain parcels along the boundary of the Shell Rock River Watershed District are currently incorrectly identified, with some parcels incorrectly included in the watershed and others incorrectly excluded from the watershed;

**WHEREAS**, Freeborn County finds that a joint Petition with the Shell Rock River Watershed District to the Board of water & Soil Resources to make these boundary changes will resolve said discrepancies;

**And WHEREAS**, without such boundary changes, the Shell Rock River Watershed District cannot control its own parcels that currently lie outside of its boundaries nor should the Shell Rock River Watershed District exercise authority over those parcels that are incorrectly identified as being contained within the watershed;

**THEREFORE**, Freeborn County hereby finds that t Petition to Enlarge and to Remove Parcels from the Shell Rock River Watershed District would promote the public interest and welfare.

**NOW THEREFORE**, be it hereby Resolved that Freeborn County;

1. Hereby Petitions the Board of Water & Soil Resources, in conjunction with the Shell Rock River Watershed District, to make the changes necessary to resolve the boundary discrepancies, as detailed in the Petition included with this resolution; and
2. The Board Chair, County Administrator and staff shall perform such tasks and duties as necessary to Petition to resolve these boundary discrepancies.

Resolution seconded by Commissioner Shoff.

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

Commissioner Belshan offered the following resolution:

**RESOLUTION 08-126**  
**RESOLUTION APPOINTING MEMBER TO BOARD OF ADJUSTMENT ADVISORY COMMITTEE**

**RESOLVED, that** the following named person be and is hereby appointed to the Freeborn County Board of Adjustments Advisory Committee for the term ending December 31, 2010;  
Art Smith, 1708 Bay Oaks Drive, Albert Lea, Mn 56007

Resolution seconded by Commissioner Nelson.

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

Commissioner Belshan offered the following resolution:

**RESOLUTION 08-127**  
**ORDER TO THE OWNER(S) OF RECORD AND LEIN HOLDERS OF RECORD NAMED BELOW.**

The Freeborn County Board of Commissioners of Freeborn County, Minnesota has declared the structures on the following described property;

Twp 101 Range -019, London Village, Lots 7, 8, 9, 10, 11, and 12 Block 1.  
11889 903 Ave, Glenville, MN (previously known a 910 Broad St, London, MN)

To be "hazardous buildings" within the meaning of Minnesota Statute #463.15.

**GROUNDS FOR THIS ORDER:**

The structures on the property described above is abandoned and in a serious state of dilapidation. Said property constitutes a hazard to the public safety or health because of inadequate maintenance, dilapidation, physical damage, and abandonment. The Freeborn County Appointed Building Official, Wayne Sorensen, has inspected the property and determined the property unrepairable.

**NECESSARY REPAIRS:**

Because it appears to the Board of Commissioners that the buildings cannot be repaired, said buildings, foundation, septic tank and well shall be removed within 60 days of this order.

**ANSWER:**

Within 20 days from the date of service, any person upon whom this Order is served may serve an answer in the matter provided for service of an answer in a civil action, specifically denying such facts in the Order as are in dispute.

If this Order is not complied with or if no answer is served within the time allotted a Motion for Summary Enforcement of the Order will be mad to the district Court of Freeborn County. If an answer is filed and served as provided for in Minnesota Statutes 463.15, further proceedings in this action will be governed by the Minnesota Rules of Civil Procedure for District Courts.

**OWNER OF RECORD:**

Melissa Carstens and Carl Craig  
PO Box 327  
Peterson, Iowa 51047

**LIEN HOLDERS OF RECORD:**

The Money Store/Minnesota Inc  
1625 N. Market Blvd 3rd Floor  
Sacramento, CA 95834

The Bank of New York  
20 Broad St. LL-2  
New York, NY 10005

Resolution seconded by Commissioner Nelson.  
After discussion, a vote was taken and the Chair declared the resolution unanimously adopted.

Commissioner Belshan offered the following resolution.

**RESOLUTION 08-128**  
**ORDER TO THE OWNER(S) OF RECORD AND LEIN HOLDERS OF RECORD NAMED BELOW**

The Freeborn County Board of Commissioners of Freeborn County, Minnesota has declared the structure on the following described property:

Section -35 Twp- 103 Range -109 11.76 acres Beginning 233 feet North and the 263 feet East of SW Corner SW ¼ Thence East 64533 feet Thence North 675 feet Thence West 908.33 feet Thence South 297 feet Thence East 183 feet Thence North 20 feet Thence East 80 feet to Point of Beginning.

Parcel ID# 11-035-0041

To be a “hazardous building” within the meaning of Minnesota Statute #463.15.

**GROUND FOR THIS ORDER:**

The building on the property described above is abandoned and in a serious state of dilapidation. Said property constitutes a hazard to the public safety or health because of inadequate maintenance, dilapidation, physical damage, and abandonment. The Freeborn County Appointed Building Official, Wayne Sorensen, has inspected the property and determined the property a hazard.

**NECESSARY REPAIRS:**

Because it appears to the Board of Commissioners that the building is a hazard to public health and safety, said build, foundation, underground tank(s) and wells shall be removed or abated within 60 days of this order.

**ANSWER:**

Within 20 days from the date of service, any person upon whom this Order is served may serve an answer in the matter provided for service of an answer in a civil action, specifically denying such facts in the Order as are in dispute.

If this Order is not complied with or if no answer is served within the time allotted, a Motion for Summary Enforcement of this Order will be heard to the District Court of Freeborn County. If an answer is filed and served as provided for in Minnesota Statutes 463.15, further proceedings in this action will be governed by the Minnesota Rules of Civil Procedure for District Courts.

**OWNER OF RECORD:**

Richard J. King II and Lorene F. King  
19062 600<sup>th</sup> Ave  
Rose Creek, MN 55970

**LIEN HOLDERS OF RECORD**

NONE

Resolution was seconded by Commissioner Shoff.  
After discussion, a vote was taken and the Chair declared the resolution unanimously adopted.

Commissioner Nelson offered the following resolution.

**RESOLUTION 08-129**  
**MINNESOTA DEPARTMENT OF HEALTH MASTER GRANT CONTRACT FOR COMMUNITY**  
**HEALTH BOARDS**

THIS MASTER GRANT CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Minnesota Department of Health (hereinafter "STATE") and Freeborn County CHB, an independent organization, not an employee of the State of Minnesota, address 41 1 S. Broadway Ave, Albert Lea, MN 56007-1 147 (hereinafter "GRANTEE"), witnesseth that:

**WHEREAS**, the STATE, pursuant to Minnesota Statute 3144.0742 is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;

**WHEREAS**, the STATE and the GRANTEE anticipate entering into project agreements with respect to one or more individual grant projects; and

**WHEREAS**, the STATE and the GRANTEE wish to streamline the project agreements for individual grant projects by incorporating by reference the provisions of this master grant contract.

**NOW, THEREFORE**; it is agreed:

**I. TERM OF AGREEMENT** This master grant contract shall be effective on January 1, 2009, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statute § 16C.05, Subdivision 2, whichever occurs later, and shall remain in effect until December 3 1,2013 except for the requirements specified in this master grant contract with completion dates which extend beyond the termination date specified in this sentence. The STATE will enter into project agreements with the GRANTEE for individual grant programs and responsibilities within this aforementioned time frame. The expiration of this master grant contract is not subject to appeal. The following clauses survive the expiration or cancellation of this master grant contract: VI. Liability, VII. State Audits, VIII. Data Practices Act, IX. Ownership of Materials and Intellectual Property Rights, X. Publicity, XII. Antitrust, XIII. Jurisdiction and Venue, and XIV. Disputes.

**II. CONDITIONS OF PAYMENT** All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

**A. FEDERAL FUNDS:** When payments are to be made from federal funds obtained by the STATE, if at any time such funds become unavailable, this grant contract shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**B. STATE FUNDS:** When payments are to be made from STATE funds, if at any time these STATE funds for this grant become unavailable, this grant contract shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**111. CANCELLATION**

A. If the GRANTEE fails to comply with the provisions of this master grant contract, the STATE may terminate this master grant contract without prejudice to the right of the STATE to recover any money previously paid. The termination shall be effective five-business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

B. The STATE or GRANTEE may cancel this master grant contract at any time, with or without cause, upon thirty (30) days' written notice to the other party.

**IV. ASSIGNMENT GRANTEE** shall not assign, transfer, or subcontract any rights or obligations under this grant contract without the prior written consent of the STATE. The GRANTEE is responsible for holding any subcontracting entities to the same standards required of the GRANTEE.

**V. AMENDMENTS** Any amendments to this grant contract shall be in writing, and will not be effective until the amendment has been fully executed by the same parties who executed the original of this grant contract, or their successors in office.

**VI. LIABILITY.** GRANTEE shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by the STATE, arising from the performance of this grant contract by GRANTEE or GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE'S failure to fulfill its obligations pursuant to this grant contract. Nothing herein shall be construed as a waiver by GRANTEE of any of the immunities or limitations of liability to which GRANTEE may be entitled pursuant to Minnesota Statute, Chapter 466, or pursuant to any other statute or law.

**VII. STATE AUDITS** The books, records, documents, and accounting procedures and practices of the GRANTEE relevant to this grant contract shall be made available to and are subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum period of six years from the end of the term of this grant contract.

**VIII. DATA PRACTICES ACT** The GRANTEE and the STATE shall comply with the Minnesota Data Practices Act and other applicable laws as they apply to all data provided by the STATE in accordance with this grant contract and as they apply to all data created, gathered, generated or acquired in accordance with this grant contract.

**IX. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

This clause IX shall not apply to any grant projects involving the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program).

**A.** Except as provided otherwise in Minnesota or United States law, the GRANTEE shall own all rights, title and interest in all of the materials conceived or created by the GRANTEE, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of this grant contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

The STATE agrees to, and hereby does, assign all rights, title and interest it may have in the MATERIALS to the GRANTEE. The STATE shall, upon request of the GRANTEE, execute all papers and perform all other acts necessary to transfer or record the GRANTEE'S ownership interest in the MATERIALS.

**B.** GRANTEE represents and warrants that MATERIALS produced or used under this grant contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. GRANTEE shall indemnify and defend the STATE, at GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or parts of the MATERIALS infringe upon the intellectual property rights of another. GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises, or in GRANTEE'S or the STATE'S opinion is likely to arise, GRANTEE shall at the STATE'S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS as necessary and appropriate to obviate the infringement claim. This remedy of the STATE shall be in addition to and shall not be exclusive of other remedies provided by law.

**C.** The GRANTEE hereby grants to the STATE a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform, and otherwise use the MATERIALS for any and all purposes, in all forms and manners that the STATE, in its sole discretion, deems appropriate. The GRANTEE shall, upon the request of the STATE, execute all papers and perform all other acts necessary, to document and secure said right and license to the MATERIALS by the STATE. At the request of the STATE, the GRANTEE shall permit the STATE to inspect the original MATERIALS and provide a copy of any of the MATERIALS to the STATE, without cost, for use by the STATE in any manner the STATE, in its sole discretion, deems appropriate.

**X. PUBLICITY** Any publicity given to the program, publications, or services provided resulting from this grant contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others, or any subgrantees shall identify the STATE as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the STATE'S Authorized Representative.

**XI. ENDORSEMENT** The Grantee must not claim that the STATE endorses its products or services.

**XII. WORKER'S COMPENSATION** The GRANTEE certifies that it is in compliance with Minnesota Statute, § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'S employees and agents will not be considered STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the STATE'S obligation or responsibility.

**XIII. JURISDICTION AND VENUE** This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. To the extent litigation is not prohibited by section XIV of this grant contract, venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**XIV. DISPUTES** Any dispute shall be decided by the STATE'S Authorized Representative for the particular grant project that the dispute concerns. The STATE'S Authorized Representative will be identified in each project agreement between the STATE and GRANTEE. If GRANTEE is dissatisfied with the decision of the STATE'S Authorized Representative, GRANTEE'S sole and exclusive remedy is an administrative hearing before an administrative law judge under the contested case procedures of the Minnesota Administrative Procedure Act, Chapter 14 of the Minnesota Statutes. Pursuant to Chapter 14, the administrative law judge shall make a report to the Minnesota Commissioner of Health, who shall make the final decision on the contested case. If GRANTEE wishes to request an administrative hearing, GRANTEE must request a hearing in a writing received by the STATE within 30 calendar days after the GRANTEE'S receipt of the decision of the STATE'S Authorized Representative. The decision of the Minnesota Commissioner of Health shall be subject to judicial review as provided in the Minnesota Administrative Procedure Act at Minnesota Statutes, 514.63 to 14.69.

## **XV. OTHER PROVISIONS**

### **A. Ownership of Equipment**

Disposition of all equipment purchased under this grant shall be in accordance with Title 45, Code of Federal Regulations, Part 74, Subpart C. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment (including title) to the Federal Government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from GRANTEE to another. If the GRANTEE receives funding for the WIC program, the Ownership of Equipment language outlined in the WIC project agreement supersedes this clause XV (A).

### **B. Contractor Debarment, Suspension And Responsibility Certification**

Federal Regulation 45 CFR 92.35 prohibits the STATE from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statute, 516C.03, Subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the STATE. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects the STATE to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this grant contract, GRANTEE certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency; and
2. Have not within a three-year period preceding this grant contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) transaction or contract; b) violated any federal or

state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant contract are in violation of any of the certifications set forth above.

### **C. Audit Requirements**

1. If the GRANTEE expends total federal assistance of \$500,000 or more per year, the GRANTEE agrees to (1) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133; and (2) to comply with the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133.

Audits shall be made annually unless the grantee is a state or local government that has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by state or local governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Government Organizations, Programs, Activities, and Functions."

3. The audit report shall state that the audit was performed in accordance with the provisions of OMB Circular A-133 (or A-1 10 as applicable).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The federal government has approved the use of the audit guide.

In addition to the audit report, the GRANTEE shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

4. The GRANTEE agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to GRANTEE'S records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133.
5. Subcontractors of federal financial assistance from GRANTEE are also required to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133.
6. The Statement of Expenditures form can be used for the schedule of federal assistance.
7. The GRANTEE agrees to retain documentation to support the schedule of federal assistance for at least four years.
8. The GRANTEE agrees to file required audit reports with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, within six months of the grantee's fiscal year end.

OMB Circular A-133 requires recipients of more than \$500,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census  
Data Preparation Division  
1201 East 10<sup>th</sup> Street  
Jeffersonville, Indiana 47132  
Attn: Single Audit Clearinghouse

**D. Drug Free Workplace**

GRANTEE agrees to comply with the Drug-Free Workplace Act of 1988, as implemented at 34 CFR Part 85, Subpart F.

**E. Lobbying**

The GRANTEE agrees to comply with the provisions of United States Code, Title 3 1, Section 1352.

The GRANTEE must not use any federal funds from the STATE to pay any person for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement. If the GRANTEE uses any funds other than the federal funds from the STATE to conduct any of the aforementioned activities, the GRANTEE must complete and submit to the STATE the disclosure form specified by the STATE. Further, the GRANTEE must include the language of this provision in all contracts and subcontracts and all contractors and subcontractors must comply accordingly.

**F. Equal Employment Opportunity**

GRANTEE agrees to comply with the Executive Order 11246 "Equal Employment Opportunity" as amended by Executive order 11375 and supplemented by regulations at 41 CFR Part 60.

**G. Cost Principles**

The GRANTEE agrees to comply with the provisions of OMB Circular A-21, A-87 or A-122 A - regarding cost principles for administration of this grant award.

**H. Rights to Inventions -Experimental, Developmental or Research Work**

The GRANTEE agrees to comply with 37 CFR, Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

**I. Clean Air Act**

The GRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**J. No Smoking**

With respect to facilities over which the GRANTEE has control, the GRANTEE shall prohibit smoking in any area of the hospital, health care clinic, doctor's office or other health care-related public facility, except as allowed by Minnesota Statutes, 5144.414, Subdivision 3.

**K. No Conflict of Interest**

The GRANTEE hereby assures that no interest exists, directly or indirectly, which could conflict in any manner or degree with the GRANTEE'S performance of services required to be performed under this grant contract.

**L. No Obligation to Renew**

Neither the STATE nor the GRANTEE has an obligation to renew this grant contract.

**XVI. APPLICABILITY TO INDIVIDUAL GRANT PROJECTS** Unless otherwise specified in the individual grant project agreement, clauses II and IV through XV of this master grant contract shall apply to all project agreements centered into between the STATE and the GRANTEE between January 1, 2009, and December 31,2013, inclusive.

Resolution was seconded by Commissioner Behrends.

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

Commissioner Shoff offered the following resolution:

**RESOLUTION 08-130**

**RESOLUTION AUTHORIZING A SCHOOL NURSING CONTRACT WITH FREEBORN COUNTY PUBLIC HEALTH EFFECTIVE 2008-2009 SCHOOL YEAR**

**WHEREAS**, Independent School Districts #242 (Alden-Conger), School District 2886 (Glenville-Emmons) and Hollandale Christian School is responsible for the provision of health services as set forth in Minnesota Statutes;

**WHEREAS**, the Freeborn County Public Health is a provider of School Nursing Service;

**NOW, THEREFORE BE IT RESOLVED**, in consideration of the mutual understandings and agreements set forth, the School and the Board of Health agree to the conditions listed in the contracts.

Resolution was seconded by Commissioner Belshan.

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

Commissioner Behrends offered the following resolution:

**RESOLUTION 08-131  
RESOLUTION AUTHORIZING AN EARLY CHILDHOOD SCREENING AGREEMENT WITH FREEBORN COUNTY PUBLIC HEALTH EFFECTIVE 2008-2009 SCHOOL YEAR**

**WHEREAS**, the Independent School District #2886 (Glenville –Emmons) and School District #242 (Alden-Conger) are interested in providing Early Childhood Screening as required by Minnesota Law and,

**WHEREAS**, Freeborn County Public Health is interested in assisting the School Districts in providing this screening;

**NOW THEREFORE**, it is agreed by and between the parties that;

1. The School District agrees to provide adequate space and sufficient privacy for health screening to take place.
2. The School Districts agree to reimburse Freeborn County Public Health \$6.50 per health history, \$6.50 per immunization review, \$6.50 per vision screening and \$6.50 per hearing screening.
3. Freeborn County Public Health agrees to provide at least one trained Registered Nurse to conduct the screenings at a time that is mutually agreed upon by the School District and Freeborn County Public Health.
4. Freeborn County Public Health agrees to provide follow up on immunization and hearing and vision screenings.
5. This agreement shall take effect on September 2, 2008 and expires on June 3, 2009.

Resolution seconded by Commissioner Nelson.

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

Commissioner Shoff offered the following resolution.

**RESOLUTION 08-132  
AWARD OF CSAH #34 AND OAKLAND TWP ROAD #65 CSAH #3, 1 MILE SOUTH AND 7 MILES EAST OF HAYWARD, MN AND OAKLAND TWP ROAD #65, 1 ½ MILES SOUTH AND 7 ¾ MILES EAST OF HAYWARD, MN  
SAP 24-634-017 AND SAP 24-599-040**

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

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

**NOW, THEREFORE BE IT RESOLVED**, to accept the low bid from Sundblad Construction, Inc of \$342,518.15 for project SAP 24-634-017 and SAP 24-599-040.

Resolution seconded by Commissioner Behrends.

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

Commissioner Belshan offered the following resolution:

**RESOLUTION 08-133**  
**COUNTY TRANSFER OF EXCESS MUNICIPAL FUNDS TO REGULAR FUNDS**

**WHEREAS**, Minnesota Statute 162.08, subdivision 4 (3d), provides that accumulated balances in excess of two years of municipal account apportionments may be spent on projects located outside of municipalities under 5,000 population when approved solely by resolution of the County Board, and

**WHEREAS**, Freeborn County's municipal construction account balance will be in excess of two years of apportionment's, and

**WHEREAS**, there is a need for additional funds in the County's regular construction account, and regular construction account funds can be expended on State-Aid projects located within municipalities.

**NOW THEREFORE, BE IT RESOLVED**, that the Freeborn County Board of Commissioners request that the Commissioner of Transportation transfer any and all amounts of municipal construction account fund balance in excess of two years of municipal account apportionment's into Freeborn County's Regular Construction account, and to continue to do so annually until notified otherwise.

Resolution seconded by Commissioner Shoff.

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

Commissioner Behrends offered the following motion:

**MOVE**, that Freeborn County enter into and Intergovernmental Agreement with Hollandale,

**THIS AGREEMENT**, made and entered into between the County of Freeborn Minnesota, hereinafter referred to as the "County" and the City of Hollandale, Freeborn County, Minnesota, hereinafter referred to as the "City".

**WITNESSETH:**

**WHEREAS**, the City and County desire to improve CSAH 28 within the City;

**WHEREAS**, the project number to accomplish said work is SAP 24-628-006;

**WHEREAS**, the County desires to secure state-aid municipal account funds that are available;

**WHEREAS**, the City agrees to pay non-participating costs of the state aid municipal account;

**NOWTHEREFORE BE IT AGREED**; that on submission of the final bills for the project and County will pay said final bills with the understanding that the City will reimburse the County for all non-participating costs for the project which may be non-participating not to exceed \$15,000.

Motion was seconded by Commissioner Shoff.

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

Jon Rhiger, Veterans Services Officer, gave the Board an Annual Report of Activity for 2007.

Commissioner Nelson offered the following resolution;

**RESOLUTION 08-134**  
**RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS**

**RESOLVED**, that the County Board does hereby authorize and instruct the Financial Officer to transfer the balance from Fund #34 to Fund #01 as of December 31, 2007.

Resolution was seconded by Commissioner Behrends.

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

Commissioner Nelson offered the following resolution;

**RESOLUTION 08-135**  
**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 repairs on County Ditch #71, County Ditch #17, J-20 and County Ditch #31.

Resolution was seconded by Commissioner Shoff.

After discussion, a vote was taken and the Chair declared the motion adopted. Commissioner Belshan abstained from County Ditch #71.

Commissioner Belshan stated he was pleased to see action taken on the abatement of the hazardous structure in Oakland Township, Parcel ID# 11-035-0041, the old Oakland Elementary School.

Commissioner Shoff stated that the Herfendahl mural related to Law Enforcement that will be displayed within the Government Center is featured in one of the articles in the Herfendahl book.

Commissioner Shoff offered the following resolution;

**RESOLUTION 08-136  
APPROVAL OF CLAIMS**

**RESOLVED**, that the following claims be allowed and paid on August 8, 2008.

Fund	Amount	Name
01	\$176,796.29	General Fund
03	\$ 96,766.37	County Road and Bridge
31	\$ 36,617.48	Capital Improvements Fund
34	\$ 3,477.50	Debt Ser-Turtle Creek Watershed
40	\$ 16,914.61	County Ditches
85	<u>\$ 10,700.00</u>	Ditch Debt Service
	<b>\$337,794.75</b>	<b>Total</b>

**GENERAL FUND**

A. Viands LLC 13,292.78, American Institutional Supply 542.79, American Solutions for Business 8,519.39, Anoka County Corrections 13,639.05, Bear Graphics Inc 3,183.28, Bender & Co Inc 760.51, Bound Tree Medical LLC 400.14, Brown County Evaluation Center 2,628, City of Albert Lea 16,797.91, Clarks Grove-Waseca Veterinary 333.04, Cole Papers Inc 693.99, ComTec Land Mobile Radio 2,967.39, Computer Integration Technology 1,517.73, Conference Sales Office 347, Crescent Electric Supply Co. 574.13, Dalco Inc 683.38, Excel Binding Inc 1,517.80, Express Services 2,687.55, Four Seasons Advertising 422.14, Fredrickson Donald 500, Harig Sheriff Misc Fund 768.60, Himec 5,148.11, IFP Test Services 790, Jones Haug & Smith Inc 877.50, Laser Products Technologies 480.22, Litho Printing & Graphics 1,257.52, Manpower Inc 766.80, MCCC MI 33 2,256.39, Mid America Business Systems 1,238.58, MN Dept of Corrections STS 17,903, MN Dept of Labor & Industry 2,300.45, MN Elevator Inc 453.29, MN Bar Association 425, MVTL Laboratories Inc 398, Northalnd Chemical Corporation 651.84, Officemax Inc 546.38, Professional Service & Supply 616.53, Quill Corporation 1,161.68, RS Eden 404.70, S&T Office Products 472.31, Schmidt Goodman Office Products 688.89, Schroeder Kenneth 500, Semcac 720, State of MN Office of the Auditor 1,634.50, State of MN BCA 660, State Supply Co 1,202.33, SWCD 5,000, Twin City Filter Service Inc 1,130.10, University of MN Fiscal & ACC 19,593.75, Waste Management 25,606.22, Waste Management 1,217.62, West Payment Center 889, Woitas Scott 1,430.42.

**COUNTY ROAD & BRIDGE**

Air Gas North Central 317.56, Barr Engineering Co 43,317.25, Cole Papers Inc 1,170.69, Diamond Mowers Inc 2,852.62, Ellingson Drainage Inc 12,918.40, Erickson Engineering 9,115.71, IFACS 416.47, Interstate Motor Trucks Inc 651.47, M R Sign 17,382.97, Metal Culverts Inc 1,969.16, South Minnesota Construction Co 2,577.01, SRF Consulting Group Inc 499.70, Zep Manufacturing Co Inc 406.13, Ziegler Inc 1,202.46.

**CAPITAL IMPROVEMENTS**

Com Tec Land Mobile Radio 1,796.66, Dell Marketing LP 1,665.02, Mid America Business Systems 9,989.70, Schraders Law Enforcement Sup 457.95, Streichers 1,260, Trimin Systems Inc 19,170, Woitas Scott 1,836.56.

**COUNTY DITCHES**

Christian and Peterson PA 2,545, Freeborn Construction Inc 9,686.61, Groskreutz Norbert 1,072, North Central Tiling 670, Rognes Brothers Excavating 1,805, Tennis Philip 372.10, Ulland Bros Inc 402.32.

**SEPTIC LOAN FUND**

Becker Duane & Vickie 10, 700

Number of claims not exceeding \$300.00 – 76

Dollar amount of claims not exceeding \$300.00 – \$8370.50

Resolution seconded by Commissioner Nelson.

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

Commissioner Belshan offered the following motion;

**Moved**, to rescind Resolution 08-134 previously approved.

Motion seconded by Commissioner Nelson.

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

Commissioner Belshan offered the following resolution;

**RESOLUTION 08-137**  
**RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS**

**RESOLVED**, that the County Board does hereby authorize and instruct the Financial Officer to transfer the balance from Fund #35 Capital Equipment Fund to the Fund #01 General Fund as of December 31, 2007.

Resolution was seconded by Commissioner Nelson.

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

Chairman, Commissioner Mathiason adjourned the meeting until 8:30 a.m., August 19, 2008.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
Glen Mathiason John Kluever  
Chairman of the County Board Administrator