

ADJOURNED MEETING OF THE COUNTY BOARD
September 16, 2006

The Board of County Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m., on Tuesday, September 16, 2008. Members present: Nelson, Mathiason, Shoff, Belshan, Behrends.

Commissioner Shoff offered the following motion:

MOVED, to approve the September 2, 2008 Board Meeting and the September 10, 2008 Special Meeting.

Motion seconded by Commissioner Nelson.

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

Commissioners reported on meetings attended.

During the public forum an individual discussed the following topics:

Roger Bok – County 46 & 30 intersection starting to sink, county drainage ditches some are marked some aren't, the intake at 101 needs to be cleaned.

Gordy Jensen – not in favor of the parking lot at the Junglar Dam site, maybe put up barricades to protect those who are fishing from the dam and lower the speed limit to 30 mile per hour, would be better options instead of a parking lot.

Commissioner Belshan offered the following resolution:

RESOLUTION 08-150
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 #15, County Ditch #4 and Judicial Ditch #25.

Resolution seconded by Commissioner Nelson.

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

Commissioner Nelson offered the following motion:

MOVED, reward the bid to Freeborn Construction, the lowest bidder for the Repair & Improvement of Freeborn County Ditch NO. J6. The bid was for \$327,577.50.

Motion seconded by Commissioner Belshan.

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

Commissioner Belshan offered the following resolution:

RESOLUTION 08-151
AWARDING THE BID FOR REPAIR AND IMPROVEMENT ON DITCH NO. J-6

WHEREAS, the Freeborn County Board of Commissioners has determined that the original benefits or damages determined in the above drainage system do not reflect reasonable present day land values or that the benefited or damaged areas have changed.

NOW, THEREFORE, it is hereby ordered that Jones, Haugh & Smith, Inc., an engineering firm, is appointed as a competent and experienced civil engineer to make a preliminary survey and to make and file its report in the office of the Freeborn County Auditor-Treasurer for the purpose of assisting the Viewers in their duties pursuant to M.S. §103E.31l. Such duties shall include, but not be limited to, preparation of maps and data as follows:

1. Locating and plotting watershed boundaries;
2. Plotting county ditches and tile on maps;
3. Determination and plotting ownership boundaries;
4. Computation of areas to be acquired for right-of-way and for one-rod grass strip; and
5. Such other technical assistance as the Viewers may request.

Motion seconded by Commissioner Behrends.

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

Commissioner Shoff offered the following motion:

MOVED, for the order appointing an Engineer for redetermination of benefits on County Ditch No. 4.

WHEREAS, the Freeborn County Board of Commissioners has determined that the original benefits or damages determined in the above drainage system do not reflect reasonable present day land values or that the benefited or damaged areas have changed.

NOW, THEREFORE, it is hereby ordered that Jones, Haugh & Smith, Inc., an engineering firm, is appointed as a competent and experienced civil engineer to make a preliminary survey and to make and file its report in the office of the Freeborn County Auditor-Treasurer for the purpose of assisting the Viewers in their duties pursuant to M.S. §103E.31l. Such duties shall include, but not be limited to, preparation of maps and data as follows:

1. Locating and plotting watershed boundaries;
2. Plotting county ditches and tile on maps;
3. Determination and plotting ownership boundaries;

4. Computation of areas to be acquired for right-of-way and for one-rod grass strip;
and
5. Such other technical assistance as the Viewers may request.

Motion seconded by Commissioner Belshan.

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

Commissioner Nelson offered the following resolution:

**RESOLUTION 08-152
ORDER APPOINTING ENGINEER**

Resolved, to approve an order in the Matter of the Redetermination of Benefits of County Ditch No. 4, Freeborn County, Minnesota.

WHEREAS, the Freeborn County Board of Commissioners has determined that the original benefits or damages determined in the above drainage system do not reflect reasonable present day land values or that the benefited or damaged areas have changed.

NOW, THEREFORE, it is hereby ordered that Jones, Haugh & Smith, Inc., an engineering firm, is appointed as a competent and experienced civil engineer to make a preliminary survey and to make and file its report in the office of the Freeborn County Auditor-Treasurer for the purpose of assisting the Viewers in their duties pursuant to M.S. §103E.31l. Such duties shall include, but not be limited to, preparation of maps and data as follows:

1. Locating and plotting watershed boundaries;
2. Plotting county ditches and tile on maps;
3. Determination and plotting ownership boundaries;
4. Computation of areas to be acquired for right-of-way and for one-rod grass strip;
and
5. Such other technical assistance as the Viewers may request.

Resolution was seconded by Commissioner Behrends.

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

Commissioner Shoff offered the following resolution:

**RESOLUTION 08-153
Grant Project Agreement for Community Health Boards**

THIS PROJECT AGREEMENT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Commissioner of Minnesota Department of Health (hereinafter "STATE") and Freeborn County Community Health

Board, 41 1 So. Broadway, P.O. Box 1147 Albert Lea, MN 56007-1 147 an independent organization, not an employee of the State of Minnesota, , (hereinafter "GRANTEE"), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statute 144.0742 is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;

WHEREAS, the STATE and the GRANTEE have entered into master grant contract number 12-700-00073 (hereinafter "MASTER GRANT CONTRACT") effective January 1,2004;

WHEREAS, the STATE has received funds from the Centers of Disease Control and Prevention (CDC) to assess and enhance the capacity of the state, tribal and local public health departments to respond to bioterrorism, infectious diseases, and other threats to public health in accordance with the National Incident Management System, National Response Framework, National Preparedness Goal and or any successor plan.

WHEREAS, the Master Grant Contract is being amended to increase the total amount of grant funds awarded to the GRANTEE for the period of 10 August 2008 thru 9 August 2009, to establish the grant duties attached to these funds and provide grant reporting deadlines.

WHEREAS, the STATE and the GRANTEE are willing to amend the Master Grant Contract as stated below, and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

I. INCORPORATION OF MASTER GRANT CONTRACT. Clauses **II** and IV through XV of the MASTER GRANT CONTRACT are hereby incorporated by reference into this project agreement. Whenever the phrase "this grant contract" is incorporated by reference, it shall be interpreted to mean "this project agreement."

II. GRANTEE'S DUTIES.

1. GRANTEE shall submit a properly completed budget for this grant period on or before 12:00 noon 10 September 2008.
2. GRANTEE shall participate in site visits, programmatic reviews, training sessions, regional and or statewide exercises, assessments and meetings as requested by the STATE.
3. GRANTEE shall maintain, update and exercise a National Incident Management System (NIMS) compliant all-hazard emergency operations plan. **HE-01598-06 (01107)** Grant Project Agreement Page 2
4. GRANTEE shall coordinate with their local (jurisdictional) emergency manager to meet National Incident Management System (NIMS) compliance requirements throughout the grant period.
5. GRANTEE shall develop exercises in accordance with Homeland Security Exercise Evaluation Program (HSEEP) standards throughout the grant period.
6. GRANTEE shall submit an exercise notification form and After Action Report and Improvement Plan I (AAWIP) to the OEP Exercise Coordinator for each exercise conducted at any level with federal funds.

The exercise notification form is located on the MDH Workspace and shall be submitted at the time of the initial planning conference, and a minimum of thirty (30) days prior to the exercise. The AARIIP shall be completed in accordance with HSEEP standards and submitted within 60 days of the exercise and the GRANTEE shall monitor corrective actions for each exercise.

7. GRANTEE shall complete an After Action Report and Improvement Plan (AARIIP) within sixty days of all significant Public Health incidents or events using HSEEP format and the GRANTEE shall monitor corrective actions for each AARIIP stemming from a significant Public Health incident or event.
8. GRANTEE shall verify and or update MDH Workspace contact information on or before the 15th of each month throughout the grant period.
9. GRANTEE shall create on or before 10 September 2008 a current roster of pre-identified public health agency staff available to fill appropriate Incident Command System (ICS) functional roles within the GRANTEE agency's jurisdiction. The GRANTEE shall update and maintain the roster throughout the grant period.
10. GRANTEE shall conduct a minimum of two (2) Staff Alert and Notification tests.
11. GRANTEE shall conduct a minimum of two (2) Health Alert Network tests. Deadlines for conducting these tests are: 15 February 2009 and 15 July 2009.
12. GRANTEE shall reply to all STATE Health Alerts and Health Alert Updates within one (1) hour of receipt.
13. GRANTEE shall transmit the STATE'S Health Alerts and Health Alert Updates to local Health Alert Networks as requested by the STATE within one (1) hours of receipt.
14. GRANTEE shall reply to all STATE Health Advisories and Health Advisory Updates within twenty four (24) hours of receipt.
15. GRANTEE shall transmit the STATE Health Advisories and Health Advisory Updates within twenty four (24) hour of receipt.
16. GRANTEE shall submit clear and complete semi-annual activity reports, financial reports, final reports and other reports and documents requested by the STATE. ***All reports shall be due on or before 12:00 noon of each respective due date.*** All reports shall be submitted in the manner and format required by the STATE. Grantees with multiple counties must complete and submit one (1) properly completed and compiled report for the entire Community Health Board.
17. GRANTEE shall supply any additional information that may be requested by the STATE as it relates to the agency's public health preparedness, preparedness milestones, resource assessments, or evidencebased deliverables such as plans, procedures, exercises, training records or other documents apparent or necessary to the successful completion the grantees duties or grant oversight.

18. GRANTEE shall obtain prior authorization for any equipment purchases for any equipment costing **\$5000.00** or greater or any *specialpurpose equipment, regardless of cost*, as defined in Office of Management and Budget (OMB) Circular **A-87**.
19. GRANTEE shall obtain prior written authorization for all out- of- state travel, including out-of-state training.
20. GRANTEE shall successfully complete all grant duties as required on or before **9 August 2009**.
21. GRANTEE shall appropriately obligate and appropriately spend grant funds by **9 August 2009**,
22. GRANTEE shall submit a Financial Reconciliation form to the STATE on or before **12:00 Noon, 30 November 2009**.
23. GRANTEES with unspent funds on **9 August 2009** shall submit an Extension Period Report on or before **12:00 noon 30 November 2009**.
 - a. GRANTEE shall return all unspent and unencumbered funds remaining on **31 October 2009** to the STATE within **30** days.
 - b. The STATE directs that the GRANTEE shall return any unspent remaining funds in the form of a check/warrant made payable to the *"Treasurer State of Minnesota"* referencing the project agreement number (grant number) on or before **12:00 noon 30 November 2009**. The grantee shall mail check to:

Minnesota Department of Health
OEP Grant Management
625 Robert Street N.
P. O . Box 64975
St. Paul. MN 55164-0975
24. GRANTEE shall carry out the Planning and Preparedness Tier Roles and Responsibilities and be prepared to carry out the Detection, Response, Recovery, and Long-Term Recovery Roles and Responsibilities. The *Local Health Department Tier Roles and Responsibilities* is identified as Attachment A. Attachment A is fully incorporated into this grant contract.
25. GRANTEE shall complete the Certification Form after reviewing the *Local Health Department Tier Roles and Responsibilities* Tiers Document and consulting with their regional Public Health Preparedness Consultant or designee. GRANTEE shall submit the Original signed and executed form to OEP Grant Management on or before **12:00 noon 31 October 2008**.
26. GRANTEE shall not assign, transfer, or subcontract any rights or obligations under this grant contract without prior written consent of the STATE. The GRANTEE is responsible for holding any subcontracting entities to the same standards required of the GRANTEE.

Public Health Preparedness Grant Deadlines

Assign: ICS Staff assigned to fill core ICS functional roles.

Deadline: 10 September 2008

Interim Progress Report

10 August 2008

-28 February 2009

Deadline: 30 March 2009

1. Financial Status

Report (FSR)

Submit :Public Health

Preparedness Roles and

Responsibilities Certification

Deadline: 31 October 2008

Conduct :Staff Activation &

Notification Test # I

Deadline: 15 February 2009

Final Progress Report

1 March 2009-

9 August 2009

Deadline: 30 Sept.2009

1. Financial Status

Report (FSR)

Conduct :Staff Activation &

Notification Test # 2

Deadline: 15 July 2009

Conduct: HAN Test #I- @ 80%
response rate in one (1) hour
period

Deadline: 28 February 2009

Grantee Final Report

10 August 2008-

9 August 2009

Deadline: 30 Sept. 2009

1. Grantee Narrative

Final Report

Conduct: HAN Test # 2- @ 80%
response rate in one (1) hour
period

Deadline: July 15 2009

Special Requirements

10 August 2008

-9 August 2009

Deadlines Vary by

Requirement

Submit: Grantee Budget

Deadline: 10 September 2008

Submit: Financial Reconciliation.

Deadline: 30 November 2009

Return: Return all unspent funds to STATE

Deadline: 30 November 2009

Grantees with unspent funds on 9 August 2009 must also complete and submit the Extension Period Report Deadline: 30 November 2009

The STATE expressly reserves the right to extend the due date of any grant duty within the grant period without a formal amendment.

111. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed by GRANTEE pursuant to this project agreement shall be paid by the STATE as follows:

1. Compensation. The total obligation of the STATE for all compensation and reimbursement to GRANTEE shall not exceed Twenty-six thousand six hundred four dollars (\$26,604.00).

B. Terms of Payment

1. The STATE will automatically pay the GRANTEE in regular monthly installments equaling 1/12 of the annual grant award, as long as satisfactory progress is shown toward the project objectives as requested by the STATE'S Authorized Representative.
2. Annual reconciliation - GRANTEE shall annually provide the STATE a final report of actual expenditures of the grant award on or before 12:00 noon, 30 November 2009. The STATE will annually reconcile the final report with the payments that have been made to the GRANTEE and shall require the GRANTEE to return the unspent funds to the STATE as designated by the State's Authorized Representative. If repayment is required, GRANTEE must return the unspent funds to the STATE on or before 12:00 noon 30 November 2009.

IV. TERM OF AGREEMENT. This project agreement shall be effective on 10 August 2008, **or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subd. 2, whichever occurs later,** and shall remain in effect until 31 October 2009, except for the requirements specified in this project agreement with completion dates which extend beyond the termination date specified in this sentence. GRANTEE understands that NO work should begin under this project agreement until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE.

V. STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this project agreement is Esther Ashley, Office of Emergency Preparedness P. O. Box 64975 St. Paul, MN 55164-0975. Such representative shall have final authority for acceptance of GRANTEE'S services and if such services are accepted as satisfactory, shall so certify continuing payment as outlined in Clause 111, B. GRANTEE'S Authorized Representative for purposes of administration of this project agreement is Lois Ahern. The GRANTEE'S Authorized Representative shall have full authority to represent GRANTEE in its fulfillment of the terms, conditions, and requirements of this project agreement.

VI. CANCELLATION.

- A. If the GRANTEE fails to comply with the provisions of this project agreement, the STATE may terminate this project agreement without

prejudice to the right of the STATE to recover any money previously paid. The termination shall be effective three 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 project agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party.
- C. Should this project agreement be terminated or canceled effective before 3 October 2009, the GRANTEE shall, within forty-five (45) days of the date of effective termination or cancellation, refund to the STATE all remaining unexpended monies received from the STATE under this project agreement.
- D. The STATE shall pay the GRANTEE for services satisfactorily performed pursuant to this project agreement before the effective date of termination or cancellation.

VII. AMENDED STATUTES, REGULATIONS AND RULES. As used in this project agreement, the term "Modified Law" means laws that become effective while this project agreement is in effect, including Minnesota and United States statutory amendments and new statutes, rule amendments and new rules in Minnesota Rules, and federal regulatory amendments and new federal regulations. Notwithstanding anything in clauses I through VI and VIII of this project agreement that conflicts with any Modified Law, GRANTEE agrees to comply with all Modified Law and GRANTEE understands and agrees that the STATE will comply with all Modified Law. The STATE will mail or deliver to GRANTEE a copy of all Modified Law affecting this project agreement. The STATE will make all reasonable efforts to mail or deliver to GRANTEE a copy of any Modified Law at least fifteen (15) days before it becomes effective.

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

Commissioner Shoff offered the following resolution:

RESOLUTION 08-154
RESOLUTION SETTING THE FEE FOR THE INFLUENZA VACCINE SHOT

MOVED, that the cost for the influenza vaccine shot will be \$25.00 per dose effective immediately.

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

Commissioner Belshan offered the following motion:

MOVE, to accept the Mower & Freeborn County LIDAR Funding Proposal which was presented.

Motion seconded by Commissioner Shoff.

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

Commissioner Behrends offered the following motion.

MOVED, to accept the Road Safety Audit Response Plan as follows:

Freeborn County was successful in securing a 2007 Comprehensive Highway Safety Program grant in the amount of \$50,000 for the purpose of completing road safety audits of various roadways. An approved consultant, CH2M Hill was selected and assembled an independent team of safety professionals to work with Freeborn County's Toward Zero Death Team (FC TZD) in analyzing crash data in October of 2007.

CH2M Hill's team returned to the County to perform field reviews of 20 intersections and approximately 200 miles of county highways on November 5th and 6th, 2007, including nighttime inspections for a selected portion of the system. The results of the road safety audit were delivered to Freeborn County in April, 2008.

Two areas emerged as priorities after review of Freeborn County's crash data and the field reviews: Reduction of lane departure crashes and reduction of rural intersection crashes. In accordance with the Minnesota Strategic Highway Safety Plan, a list of appropriate countermeasures was developed for each of the two priority areas. Proactive and system wide strategies focus on effective, typically low-cost countermeasures that are easily deployed system wide. Freeborn County's action plan is outlined below.

A summary of recommended strategies to address lane departure crashes were as follows:

1. Enhance delineation of sharp curves and unexpected changes in horizontal alignment with chevrons, delineators, wider lane lines, rumble stripes, curve lighting, etc.
2. Add shoulder rumble strips or edgeline rumble strips (a.k.a. rumble stripes).
3. Enhance pavement markings with wider lane lines or rumble stripes. As a risk management tool, prepare and adopt a written policy for the County's re-stripping program.
4. Eliminate shoulder drop-offs by paving shoulders and/or adding the safety wedge. If needed, widen shoulders to move the drop-off further from the edge of the travel lane. Pave narrow shoulders (e.g., 2-feet) in horizontal curves as an approach to curve widening.
5. Clearing ditches including removal of unused field entrances.
6. Providing crashworthy sign and mailbox supports.

Action Plan for Reducing Lane Departure Crashes

Based on the data in the road safety audit review, Freeborn County successfully applied for and received federal Highway Safety Improvement Program funding for a variety of projects for 2009. The following grants will be used to supplement local funds in achieving the action plan for reducing lane departure crashes.

Project #	HSIP Award	Project Description
SP 024-070-001	\$100,000	Expand enhanced curve delineation program

SP 024-070-002	\$150,000	Improved signage, pavement markings, and lighting at intersections
SP 024-070-003	\$ 50,000	County traffic safety plan
SP 088-070-009	\$750,000 2009	West side of district, edgeline rumble stripes, with 6" wide stripe
<i>(SP 024-070-004 \$136,363.63 approximate split of district project for Freeborn County)</i>		

1. Freeborn County will continue addressing sharp curves through our chevron enhancement program as funding becomes available. Curves will be selected based on prioritized locations using established criteria including crash history, curve radius, visual traps, and average daily traffic counts. A 2009 HSIP grant will continue work begun with the 2007 grant.

2. An eleven county 2009 HSIP grant will provide funding for edgeline rumble stripes on approximately 30 miles of county state aid highway. Consideration of inclusion in the construction of new surfaces will depend on available funding sources and adequate shoulder width.

3. As part of our seasonal maintenance contracts, Freeborn County will consider enhanced pavement markings depending on funding availability. A written striping policy and funding strategy will be recommended to the Freeborn County Board upon completion of another 2009 HSIP grant to develop a Freeborn County Strategic Highway Safety Plan.

4. Freeborn County was the first agency in Minnesota to specify the safety wedge on all paving projects and will continue to include this low/no cost countermeasure on all future contracts. Shoulder widening will be done in locations where right of way and funding allow for improvements.

5. Clear zone maintenance will be ongoing and Freeborn County will continue to work towards the elimination of unused field driveways or other obstructions such as concrete or timber headwalls on drive approaches.

6. In an effort to meet the federal mandate for crashworthy devices within the clear zone, Freeborn County will develop a compliance timeline, funding strategy and any necessary policy as a part of the 2009 HSIP grant to develop a Freeborn County Strategic Highway Safety Plan.

A summary of recommended strategies to address rural intersection crashes were as follows:

1. Adopt and implement consistent intersection traffic control plans (i.e., signing and markings).
2. Provide supplementary warning devices at problem intersections (e.g., install red beacons on stop signs and deploy mainline dynamic flashing beacons to warn drivers of entering traffic).
3. Install new or enhance existing intersection lighting.
4. Improve sight distance at intersections by clearing and maintaining sight triangles on intersection approaches.
5. Provide by-pass lanes at T-intersections.
6. Provide left or right turn lanes, this may include utilizing offset right-turn lanes to improve intersection sight distance.

Action Plan for Reducing Rural Intersection Crashes

Based on the data in the road safety audit review, Freeborn County successfully applied for and received federal Highway Safety Improvement Program funding for a variety of projects for 2009. The following grants will be used to supplement local funds in achieving the action plan for reducing rural intersection crashes.

Project #	HSIP Award	Project Description
SP 024-070-002	\$150,000	Improved signage, pavement markings, and lighting at intersections
SP 024-070-003	\$ 50,000	County traffic safety plan

1. The aforementioned 2009 HSIP grant to develop a Freeborn County Strategic Highway Safety Plan will develop a consistent intersection traffic control plan for intersections. Any necessary policies will be developed and recommended to the Board as part of the implementation plan.
2. Freeborn County will pursue development of methodology guiding the implementation and use of supplementary devices including thresholds or triggers that reserve the use of such devices only to locations where there is a documented and reoccurring safety concern. Procedures for documenting the use of supplementary devices will also be developed.
3. Install new or enhance existing intersection lighting will be implemented as part of a 2009 HSIP intersection grant. Twenty intersections were identified as potential candidates as part of the road safety audit, but further research into which intersections are overrepresented in nighttime crashes will need to be completed. Intersections will be improved as funding allows.
4. Freeborn County is currently pursuing the acquisition of sight triangles on several county state aid highway intersections. The ability to improve sight distance using this strategy will depend on willing landowners and funding availability.
5. Providing by-pass lanes at T intersections will not be actively pursued at this time due to limited funding and limited reconstruction/widening projects planned.
6. Providing turn lanes or offset turn lanes will not be actively pursued at this time due to a limited number of reconstruction/widening projects, limited funding and limited right of way.

As a general note, Freeborn County recently received a Safe Communities Grant coordinated by the Freeborn County Public Health Department. Receipt of this grant will formalize the Freeborn County Toward Zero Death (FC TZD) Team and the multidisciplinary approach including education, emergency services, engineering and enforcement. Specific strategies may include increase enforcement and educational efforts to encourage use of seat belts and reduce impaired or distracted driving behavior.

Motion was seconded by Commissioner Belshan.

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

Old business was addressed by Administrator Kluever in regards to the Adams Minnesota Farms, LLC for a Conditional Use Permit for a 51' x 392' total confinement hog barn. After receiving information from Commissioner Belshan it was referred to the County Attorney for review and to see what further action needed to be taken before the board addresses the conditional use permit.

Commissioner Nelson offered the following motion:

MOVED, release the next \$5000 to the Albert Lea Housing & Redevelopment Authority to update the County Wide Housing Study and Comprehensive Housing Plans completed in 2006.

Motion was seconded by Commissioner Behrends. After discussion, a vote was taken and the Chair declared the motion approved.

Commissioner Belshan addressed concerns that Gordy Jensen had stating that they are working on different ideas in dealing with the dam. He stated he wasn't aware of County Road 46 having a sinking problem, but he would check on it. Also, he wanted to check and see if County Ditch #71 was done being cleaned.

Commissioner Shoff offered the following resolution:

**RESOLUTION 08-155
APPROVAL OF CLAIMS**

RESOLVED, that the following claims be allowed and paid on September 19, 2008.

Fund	Amount	Name
01	\$ 107,945.49	General Fund
03	\$ 143,939.66	County Road and Bridge
40	\$ 15,924.70	County Ditches
78	<u>\$ 56.70</u>	Tax Increment Bonds of 1998
	\$267,866.55	TOTAL

GENERAL FUND

Albert Lea Park & Rec 371.19, Albert Lea Tribune 1,739.30, Astrip Drug Inc 5,106.48, Barna Guzy Steffen LTD 2,622.19, Businessware Solutions 2,364.30, City of Albert Lea 11,620.20, Computer Integration Technology 421.74, D&T Ventures LLC 866.25, Express Services Inc 916.53, FFF Enterprises Inc 35,338.10, Four Seasons Advertising 1,510.24, Freeborn Co. Shopper/Register 309, Gulf South Medical Supply Inc 728.97, Manpower Inc 307.72, MCCC MI 33 2,821.47, Schmidt Goodman Office Products 846.46, Sheriffs Youth Prog Von Wald 3,655.96, State of MN Office of the Auditor 1,892, Ultimate Automotive Inc 449.85, University of MN Extension SR 894.60, Walker David 1,051.25, Waste Management of Southern 25,664.62, 4 Imprint 322.22.

COUNTY ROAD & BRIDGE

Albert Lea Seed House Inc 2,664.68, Barr Engineering Co 12,789.80, Com Tec Land Mobile Radio 28,414.20, Freeborn Co Coop Oil 25,550.42, Freeborn Construction Inc 17,174.08, Jones Haugh & Smith Inc 2,450, Karls Carquest Auto 574.48, Lawson Products Inc 842.53, MR Sign 478.88, Metal Culverts Inc 810.66, Miller Susan 405.72, Ramy Turf Products 610.88, South Central Seeding Inc 2,416.75, Southern Minn Construction Co. 2,750.69, Ulland Bros Inc 39,083.75, Ziegler Inc 6,086.92.

COUNTY DITCHES

B&W Control Specialists Inc 4,581.25, Christianson Chris 448.97, Freeborn Construction Inc 6,268.16, Jensen Excavating & Trucking 3,943.99

Number of claims not exceeding \$300.00 – 116
Dollar amount of claims not exceeding \$300.00 - \$ 7,699.04

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

Chairman, Commissioner Mathiason adjourned the meeting until 8:30 a.m., October 7, 2008.

BY: _____
Glen Mathiason
Chairman of the County Board

ATTEST: _____
John Kluever
Administrator