

**FREEBORN COUNTY BOARD OF COMMISSIONERS
MEETING NOTICE AND AGENDA**

January 2, 2024

Notice is hereby given that the Board of Commissioners of the County of Freeborn will meet in session on Tuesday, January 2, 2024 at 8:30 a.m. in the Boardroom at the Freeborn County Government Center and live streamed at www.co.freeborn.mn.us

1. Pledge of Allegiance.
2. Election of the 2024 Freeborn County Board Chairman.
3. Election of the 2024 Freeborn County Board Vice-Chairman.
4. Approval of Meeting Agenda.
5. Consider a resolution adopting Robert's Rules of Order Newly Revised as the Parliamentary Authority Of Order for 2024.
6. Consider resolution approving the Consent agenda (the following items will be acted upon without discussion unless an item is asked to be removed and placed on the regular agenda to allow for discussion)
 - Approval of Minutes from the December 19th & December 28th, 2023 Board Meeting.
 - Approval of Regular Full-Time Status Employees
 - Approval of Drainage Ditch Repairs
7. Reports of the Board Committees.
8. New Business.
9. Consideration of issues presented by persons of the general public and/or other general items.

Persons wishing to address the Board concerning matters pertaining to this agenda as well as any other matters of County concern should ask to be recognized by the Chair at this time. All presenting items of consideration shall address the Board of Commissioners as a whole, and shall not direct comments to individual Commissioners, attempt to engage Commissioners in conversation, or solicit a Commissioner to respond to the speaker's comments. All speakers are limited to 5 minutes each.
10. Public Hearing - 9:15 a.m.: Acceptance of Contract for Improvement to County Ditch J21, Branch A
11. Reports of Various Departments.
 - A. Report of Auditor-Treasurer
 - Consider a resolution accepting Rinke Noonan 2024 Legal Services Agreement for the Drainage Authority representation
 - Consider a resolution setting Crop Damage 2024 (Standing Crop) for Drainage Ditches
 - Consider a resolution setting Crop Damage 2024 (Not Planted) for Drainage Ditches
 - Consider a resolution to establish an Absentee, UOCAVA and Mail Ballot Board for the 2024 Election Year
 - Consider a resolution approving the 2024 banks doing business with and signatories
 - Consider a resolution approving the 2024 Change Fund/Impress Cash Fund appropriation

B. Report of Department of Human Services

- Consider a resolution to accept a donation of \$450 for CVCC
- Consider a resolution to accept a donation of \$1,000 from the Estate of Bernita Lundquist
- Consider a resolution to renew the contract with Serenity Services to provide Guardianship and Conservator services to residents of Freeborn County
- Consider a resolution to renew the contract with Unique Abilities, LLC to provide Guardianship and Conservator services to residents of Freeborn County
- Consider a resolution to renew the contract with Unique Abilities, LLC to provide Semi-Independent Living Services to residents of Freeborn County
- Consider a resolution to renew the contract with REM Woodvale, Inc. to provide Semi-Independent Living Services to residents of Freeborn County
- Consider a resolution to renew the contract with Thomas Allen, Inc. to provide Case Management services to residents of Freeborn County

C. Report of Probation

- Consider a resolution to establish a Corrections Advisory Board for Freeborn County

D. Report of County Administrator

- Consider a resolution approving commissioner appointment to committees and boards
- Consider a resolution appointing the 2024 delegates to the Association of MN Counties (AMC).
- Consider a resolution setting the 2024 Board Meeting dates and time for the 1st and 3rd Tuesday of each month, starting promptly at 0830.
- Consider a resolution setting the 2024 Workshop dates and time for the 2nd Tuesday of each month, starting promptly at 0830.
- Consider a resolution appointing the Official Freeborn County Newspaper for 2024, including publications of the delinquent tax list and informing potential bidders that transportation projects may be noticed on the Freeborn County website
- Consider a resolution approving an Agreement for Provision of Services Between Freeborn County and Cody Fox, Drainage Inspector
- Consider a resolution approving an Agreement for Provision of Services Between Freeborn County and Dave Clausen, Drainage Inspector

12. Other items as necessary but unknown at this time.

13. County Commissioner's item.

14. Approval of Claims.

15. Adjournment.

BARRIER FREE: All Freeborn County Board of Commissioners meetings are accessible to the handicapped. Attempts will be made to accommodate any other individual needs for special services. Please contact Administration (507) 377-5116 early so necessary arrangements can be made.

**ADJOURNED MEETING OF THE COUNTY BOARD
December 19th, 2023**

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, December 19th, 2023. Members present: Commissioners Forman, Edwin, Kaasa, Shoff and Eckstrom.

The meeting was opened with the Pledge of Allegiance.

Commissioner Edwin offered the following motion;

MOVED, approving the agenda as presented.

Motion seconded by Commissioner Shoff.

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

Commissioner Kaasa offered the following resolution;

**RESOLUTION No. 23-335
Approval of the Freeborn County Board of Commissioners Consent Agenda as provided
in the Freeborn County Board Rule of Procedure 9(A)**

WHEREAS, the Freeborn County Board is the governing body of Freeborn County, and;

WHEREAS, the Freeborn County Board has implemented a Consent agenda to perform the duties of the board in a more effective and efficient manner, and

WHEREAS, the following items have been placed for approval of the Freeborn County Board of Commissioners on the current Board meeting Consent Agenda as provided by the Board rules of procedure, being routine and of a regular action;

NOW, THEREFORE BE IT RESOLVED, to place the following are hereby approved for appropriate action:

- 1) Approval of the November 28th, 2023 minutes;
- 2) Approval of Regular Full-Time Status Employees;
- 3) Approval of Drainage Repairs.

Resolution seconded by Commissioner Shoff.

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

The Commissioners provided Board Committee updates.

Chairman Forman asked if there was any public comment and there was none.

Commissioner Eckstrom offered the following resolution;

RESOLUTION 23-336

RESOLVED, Robert Ackland was the owner of real estate parcel 34.007.0080, 225 Pearl Street, Albert Lea, MN. Said property forfeited to the State of Minnesota on June 20, 2023.

RESOLVED, Robert Ackland's company, A & A Towing was the owner of real estate parcel 34.007.2980, 502 Adams Avenue, Albert Lea, MN. Said property forfeited to the State of Minnesota on June 20, 2023.

RESOLVED, John Ackland has applied to the Board of Freeborn County to repurchase said property identified above.

BE IT FURTHER RESOLVED, John Ackland has been appointed by the Third Judicial District to act as Personal Representative for the Robert Neil Ackland Estate.

BE IT FURTHER RESOLVED, that the Board of Freeborn County has reviewed the Application to Re-purchase Tax Forfeited property from John Ackland. The Board of Freeborn County hereby grants the right to Re-Purchase real estate tax parcels 34.007.0080 and 34.007.2980 for the sum of \$7,541.27. Said properties will revert back to ownership prior to the tax forfeiture date.

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

Commissioner Edwin offered the following resolution;

RESOLUTION 23 –337

**INTRODUCED BY COMMISSIONER ECKSTROM
RESOLUTION ADOPTING INDIVIDUAL SEWAGE TREATMENT SYSTEM
LOANS**

WHEREAS, pursuant to proper notice given as required by law and Resolution, the County Board has met and heard and passed upon all obligations to the proposed assessments for the Individual Sewage Treatment System Loan Program and has set the assessments and distribution of costs as follows: total Individual Sewage Treatment System Loans for 2024 taxes payable is \$22,675.00.

NOW, THEREFORE

THE COUNTY OF FREEBORN RESOLVES:

Sec.1 That such proposed assessments, a copy of which is on file in the office to the Freeborn County Auditor-Treasurer, are hereby accepted and shall constitute the special assessment against the lands named herein, and each tract of land therein included is hereby found to be benefited by the proposed improvement loan in the amount of the assessment levied against it.

Sec.2 That assessments for the Individual Sewage Treatment Systems shall be payable in equal annual installments extending over a period of 15 years, as per the attached Auditor's Tabular Lien statement, the first of the installments to be payable on or before the first Monday in January, 2023 and shall bear interest at the rate of six (6.00) percent stated on the attached Auditor's Tabular Lien statement from the date of the adoption of the assessment resolution. To each subsequent installment when due shall be added interest for one year on all unpaid assessments.

Sec.3 That the owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor-Treasurer, pay the whole of the assessment on such property or they may make partial payments pursuant to the ordinance providing therefore, with interest accrued to the date of payment, to the County Auditor-Treasurer, and they may, at any time thereafter, pay to the County Auditor-Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before December 31 of the current year or interest will be charged through December 31 of the next succeeding year per the terms of the special assessment.

Sec.4 The Freeborn County Auditor-Treasurer's Office shall complete a tabular lien statement and send it to the Freeborn County Recorder's Office to place this lien on record. The total amount of installments and interest which is due to be extended on the proper tax lists of the County, and such assessments shall be collected and paid over in the same manner as other county taxes.

Sec.5 That reading of this resolution is waived by Board consent.

That the motion for the adoption of the foregoing resolution was duly seconded by Commissioner Shoff, and upon a vote being taken thereon, the following voted in favor thereof:

Commissioners: Shoff, Kaasa, Eckstrom, Edwin and Forman

And the following voted against the same:

Commissioners: N/A

Introduced, read and passed December 19, 2023.

Resolution seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

RESOLUTION 23-338

RESOLUTION RENEWING CONTRACT BETWEEN THE FREEBORN COUNTY DEPARTMENT OF HUMAN SERVICES AND INDEPENDENT MANAGEMENT SERVICES (IMS) FOR GUARDIANSHIP AND CONSERVATOR SERVICES

WHEREAS, Freeborn County Department of Human Services has identified a need for Guardianship and Conservator services related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who have demonstrated deficits in behavior which evidence an inability to meet personal needs for medical care, nutrition, clothing, shelter, or safety, or concerning the person's estate or financial affairs and have demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs; and

WHEREAS, this is a mandated service under Minnesota Statute 524, article 5; and

WHEREAS, this vendor has satisfactorily provided these services to residents of Freeborn County under an existing contract; and

WHEREAS, the County wishes to continue to purchase such services from Independent Management Services; therefore

BE IT RESOLVED that the Freeborn County Board of Commissioners supports the renewal of the Purchase of Service Agreement with Independent Management Services to provide Guardianship and Conservator services for the period from January 1, 2024 to December 31, 2025.

Resolution was seconded by Commissioner Edwin.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

RESOLUTION 23-339

Resolution to approve the Purchase of Service Agreement between the Freeborn County Department of Human Services and Independent Management Services (IMS).

WHEREAS, Minnesota Statute mandates provision of services to children and adults meeting specific disability and/or vulnerability criteria in order to ensure health, safety and wellbeing; and

WHEREAS, the Freeborn County Department of Human Services is committed to providing quality services to meet the needs of the population of individuals with disabilities; and

WHEREAS, the Freeborn County Department of Human Services ensures person centered and client directed semi-independent living services in order to maintain quality of life for individuals with disabilities in their homes or in the least restrictive setting possible; and

WHEREAS, Independent Management Services (IMS) is an approved vendor, according to Minnesota Statutes, of case management services to individuals with disabilities; and

WHEREAS, the Freeborn County Department of Human Services wishes to purchase specific services from Independent Management Services (IMS); therefore

BE IT RESOLVED, that the 2024-2025 Purchase of Service Agreement between the Freeborn County Dept. of Human Services and Independent Management Services (IMS), is approved for provision of the semi-independent living services to residents of Freeborn County.

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Edwin offered the following resolution:

RESOLUTION 23-340

Resolution to execute a Purchase of Service Agreement between the Freeborn County Department of Human Services and Lutheran Social Services (LSS).

WHEREAS, Minnesota Statute mandates provision of services to children and adults meeting specific disability and/or vulnerability criteria in order to ensure health, safety and wellbeing; and

WHEREAS, the Freeborn County Department of Human Services is committed to providing quality services to meet the needs of the population of individuals with disabilities; and

WHEREAS, the Freeborn County Department of Human Services ensures person centered and client-directed semi-independent living services in order to maintain quality of life for individuals with disabilities in their homes or in the least restrictive setting possible; and

WHEREAS, Lutheran Social Services (LSS) is an approved vendor, according to Minnesota Statutes, of Semi-Independent Living Services (SILS) to individuals with developmental disabilities; and

WHEREAS, the Freeborn County Department of Human Services wishes to purchase specific services from Lutheran Social Services (LSS); therefore

BE IT RESOLVED, that the 2024-2025 Purchase of Service Agreement between the Freeborn County Dept. of Human Services and Lutheran Social Services (LSS), is approved for provision of the semi-independent living services to residents of Freeborn County.

Resolution was seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

RESOLUTION 23-341

RESOLUTION TO APPROVE THE PURCHASE OF SERVICE AGREEMENT BETWEEN THE FREEBORN COUNTY DEPARTMENT OF HUMAN SERVICES AND AMERICAN BAPTIST HOMES OF THE MIDWEST, DBA "CREST SERVICES".

WHEREAS, Minnesota Statute mandates provision of services to children and adults meeting specific disability and/or vulnerability criteria in order to ensure health, safety and wellbeing; and

WHEREAS, the Freeborn County Department of Human Services is committed to providing quality services to meet the needs of the population of individuals with disabilities; and

WHEREAS, the Freeborn County Department of Human Services ensures person centered and client directed semi-independent living services in order to maintain quality of life for individuals with disabilities in their homes or in the least restrictive setting possible; and

WHEREAS, American Baptist Homes of the Midwest, dba "Crest Group Home" is an approved vendor, according to Minnesota Statutes, of case management services to individuals with disabilities; and

WHEREAS, the Freeborn County Department of Human Services wishes to purchase specific services from American Baptist Homes of the Midwest, dba "Crest Group Home" therefore

BE IT RESOLVED, that the 2024-2025 Purchase of Service Agreement between the Freeborn County Dept. of Human Services and American Baptist Homes of the Midwest, dba “Crest Group Home” is approved for provision of the semi-independent living services to residents of Freeborn County.

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

RESOLUTION 23-342

RESOLUTION TO APPROVE THE PURCHASE OF SERVICE AGREEMENT BETWEEN THE FREEBORN COUNTY DEPARTMENT OF HUMAN SERVICES AND MOWER COUNTY HEALTH AND HUMAN SERVICES

WHEREAS, Minnesota Statute mandates provision by local agencies of licensure services for Family Child Care Providers; and

WHEREAS, the Freeborn County Department of Human Services is committed to providing quality services to meet the licensing needs for child care homes in Freeborn County; and

WHEREAS, the Freeborn County Department of Human Services and Mower County Health and Human Services have historically had an agreement for purchase of Mower County Child Care Licensure Services from Freeborn County; and

WHEREAS, Mower County Health and Human Services wishes to purchase Child Care Licensure Services from the Freeborn County Department of Human Services; and

WHEREAS, the Freeborn County Department of Human Services is able and willing to provide this service; therefore

BE IT RESOLVED, that the 2024-2025 Purchase of Service Agreement between the Freeborn County Dept. of Human Services and Mower County Health and Human Services is approved for provision of child care licensure services.

Resolution was seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Edwin offered the following resolution:

RESOLUTION 23-343

Resolution to write off accounts determined uncollectible effective 2023

WHEREAS, the Freeborn County Department of Human Services/Mental Health Center maintains accounts of debts owed to the Freeborn County Mental Health Center for specific services as allowed by Minnesota Statute; and

WHEREAS, criteria for writing off uncollectible accounts varies, depending on the program area and type of debt; and

WHEREAS, uncollectible debts have been identified by DHS accounting staff for 2023 using Minnesota Statutes applicable to each program area and guidance from the Minnesota Department of Revenue; and

WHEREAS, all collection efforts have been exhausted for each identified account; therefore

BE IT RESOLVED, that the Freeborn County Board of Commissioners does hereby write off uncollectable accounts in the amount totaling \$398.11 for Freeborn County Mental Health Center accounts deemed uncollectible effective 2023.

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

Commissioner Eckstrom offered the following resolution:

RESOLUTION 23-344

Resolution to write off accounts determined uncollectible effective 2023

WHEREAS, the Freeborn County Department of Human Services maintains accounts of debts owed to the Human Services Department for specific services as allowed by Minnesota Statute; and

WHEREAS, criteria for writing off uncollectible accounts varies, depending on the program area and type of debt; and

WHEREAS, uncollectible debts have been identified by DHS accounting staff for 2023 using Minnesota Statutes applicable to each program area, guidance from the Minnesota Department of Revenue, direction from the Center for Medicare and Medicaid Services, and reports provided by the Minnesota Department of Human Services; and

WHEREAS, all collection efforts have been exhausted for each identified account; therefore

BE IT RESOLVED, that the Freeborn County Board of Commissioners does hereby write off uncollectable accounts in the amount totaling \$358,846.57 for Human Services accounts deemed uncollectible effective 2023.

Resolution was seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Edwin offered the following resolution:

RESOLUTION 23-345

RESOLUTION APPROVING THE FREEBORN COUNTY DEPARTMENT OF HUMAN SERVICES CONTRACT WITH WORKFORCE DEVELOPMENT, INC. FOR CALENDAR YEAR 2024

WHEREAS, the Freeborn County Department of Human Services is required to administer the Diversionary Work Program, Minnesota Family Investment Program, Family Stabilization Services, along with supports and qualifying extensions and/or sanctions to those programs; and

WHEREAS, the Freeborn County Department of Human Services has historically contracted with Workforce Development, Inc. for provision of these services with the goal of increasing economic stability of low-income families receiving MFIP and DWP within Freeborn County; and

WHEREAS, the 2024-2025 Biennial Service Agreement, required under Minnesota Statutes section 256J.626, subd. 4, and previously approved by the Freeborn County Board of Commissioners, details figures and expenses for each program in order for counties to receive MFIP Consolidated Funds from the State of Minnesota, necessary to administer said programs; and

WHEREAS, the Freeborn County Department of Human Services has incorporated receipt of MFIP Consolidated Funds, in conjunction with the contracted services with Workforce Development, Inc. into the budget in order to administer mandated programs; therefore

BE IT RESOLVED that the Freeborn County Board of Commissioners approve the Freeborn County Department of Human Services contract with Workforce Development, Inc. for calendar year 2024.

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

Commissioner Kaasa offered the following resolution:

RESOLUTION 23-346
AUTHORIZING FINAL PAYMENT OF SAP 024-626-023

IT IS RESOLVED that the Freeborn County Highway Department has the responsibility of maintaining the county road system; and

BE IT RESOLVED that the work for aggregate base, bituminous surfacing and aggregate shoulders on CSAH 26 by Ulland Brothers Inc. of Albert Lea, MN, has been completed in a satisfactory manner; and

IT IS FURTHER RESOLVED, that the Freeborn County Auditor-Treasurer is hereby authorized to make final payment in the amount of \$629,445.82

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

RESOLUTION 23-347

**RESOLUTION APPROVING THE GRANT CONTRACT AGREEMENT WITH MINNESOTA
DEPARTMENT OF HUMAN SERVICES FOR CHILD AND TEEN CHECKUP OUTREACH**

WHEREAS, Freeborn County Community Health Board will amend the contract with Minnesota Department of Human Services for the Child and Teen Checkup (C&TC) Outreach;

WHEREAS, Minnesota Statute 145A.14 states that the community health board shall identify local public health priorities and implement activities to address the priorities and the areas of public health responsibility including assuring health services;

WHEREAS, the contract amendment is for Freeborn County Public Health to connect with families on Medical Assistance with children birth through age 20 to encourage them to get their children in for their well child check-ups utilizing the C&TC Program, to coordinate with other programs, and to recruit and train local providers about the C&TC program. The funding is in the amount of \$47,938.00 for FY2024.

NOW, THEREFORE, BE IT RESOLVED that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby approve the contract agreement with Minnesota Department of Human Services for Child and Teen Checkup Outreach.

Resolution was seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Eckstrom offered the following resolution:

RESOLUTION 23-348

**Resolution to Accept a Grant Contract Agreement Amendment with Minnesota Department of Health for
Emergency Preparedness and Response**

WHEREAS, Freeborn County Community Health Board will contract with Minnesota Department of Health for Emergency Preparedness in order to continue to support a robust response to emergencies through planning, training, exercises, and response at the local level;

WHEREAS, Minnesota Statute 145A.04 allows for preparing and responding to emergencies by engaging in activities that prepare public health departments to respond to events and incidents and assist communities in recovery, such as providing leadership for public health preparedness activities with a community; developing, exercising, and periodically reviewing response plans for public health threats; and developing and maintaining a system of public health workforce readiness, deployment, and response;

WHEREAS, the grant contract amendment is for the Emergency Preparedness and Response from Minnesota Department of Health (MDH). This is new state funding. The grant project agreement is effective from December 1, 2023 to June 30, 2027. The award amount is \$100,641.82 for FY2024. This funding will allow Freeborn County Public Health to better prepare and respond to emergencies in the future. Grant activities will align with the approved areas of focus: workforce capacity; sustainability; health equity; and communication.

NOW, THEREFORE, BE IT RESOLVED that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby approve the contract grant agreement amendment with Minnesota Department of Health for Emergency Preparedness and Response.

Resolution was seconded by Commissioner Shoff.

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

Commissioner Shoff offered the following resolution:

RESOLUTION 23-349

ACCEPTING THE RESIGNATION OF JOSEPH PETERSEN

WHEREAS, the Freeborn County Department of Human Services has the responsibility for providing a quality service with integrity and accountability to the citizens of Freeborn County;

WHEREAS, the Freeborn County Board is the appointing authority for all county employees;

WHEREAS; Joseph Petersen has been employed as a Substance Treatment Provider since July 5th, 2016 and is resigning his position effective December 11th, 2023,

NOW, THEREFORE BE IT RESOLVED, to accept the resignation of Joseph Petersen as a Freeborn County Substance Treatment Provider effective on or about December 11th, 2023.

Resolution was seconded by Commissioner Kaasa.

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

Commissioner Shoff offered the following resolution:

RESOLUTION 23-350

RESOLUTION APPROVING THE EMPLOYMENT AGREEMENT WITH RYAN RASMUSSEN FOR FREEBORN COUNTY ADMINISTRATOR

WHEREAS, the Freeborn County Board of Commissioners appointed Ryan Rasmussen as County Administrator on November 28, 2023; and

WHEREAS, the Freeborn County Board and the County Administrator wish to document the terms and conditions of employment;

NOW, THEREFORE BE IT RESOLVED that the Freeborn County Board of Commissioners hereby approves the employment agreement between Freeborn County and Ryan Rasmussen for the position of Freeborn County Administrator herein attached.

Resolution was seconded by Commissioner Kaasa.

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

Commissioner Eckstrom offered the following:

RESOLUTION 23-351

RESOLUTION SETTING THE 2024 SALARY FOR THE FREEBORN COUNTY ATTORNEY

Whereas, Minnesota Statutes §388.18 Subd 2 requires the county board to annually shall set, by resolution, the salary of the county attorney which shall be paid to the county attorney; and

Whereas, Freeborn County Board of Commissioners considered and openly discussed at public meetings the factors outlined by the statute, including duties, responsibilities, education, experience and performance of the County Attorney, which included review and consideration of the data and documentation provided by the County Attorney and County Administrator; and

Whereas, the Freeborn County Board of Commissioners also considered and have openly discussed at public meetings, the performance of the County Attorney in his capacity, responsibility and service to Freeborn County;

Now, Therefore Be It Resolved that the Freeborn County Board of Commissioners by resolution does hereby set the 2024 salary for the Freeborn County Attorney at \$138,000 annually at such intervals as determined by the board.

Resolution was seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Edwin offered the following resolution:

RESOLUTION 23-352

RESOLUTION SETTING THE 2024 SALARY FOR THE FREEBORN COUNTY SHERIFF

Whereas, Minnesota Statutes §387.20 Subd 2 requires the county board to annually set, by resolution, the salary of the county sheriff which shall be paid to the county sheriff; and

Whereas, Freeborn County Board of Commissioners considered and openly discussed at public meetings the factors outlined by the statute, including duties, responsibilities, education, experience and performance of the Sheriff, which consideration included review and consideration of the data and documentation provided by the Sheriff and County Administrator; and

Whereas, the Freeborn County Board of Commissioners also considered and have openly discussed at public meetings the performance of the Sheriff in his capacity, responsibility and service to Freeborn County;

Now, Therefore Be It Resolved that the Freeborn County Board of Commissioners by resolution does hereby set the 2024 salary for the Freeborn County Sheriff at \$137,000 annually at such intervals as determined by the board.

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved. Commissioners Shoff and Kaasa voting nay and Commissioners Eckstrom, Edwin and Forman voting yay.

Commissioner Shoff offered the following resolution:

RESOLUTION 23-353

RESOLUTION SETTING THE 2024 SALARY FOR THE FREEBORN COUNTY BOARD OF COMMISSIONERS

WHEREAS, Minnesota Statutes §375.055 Subd 1 requires the county board to annually set, by resolution, the salary of the members of the Board of Commissioners; and

WHEREAS, the Freeborn County Board of Commissioners have considered and have openly discussed at public meetings, the performance of the Board of Commissioners in their capacity, responsibility and service to Freeborn County, which included review and consideration of data and documentation provided by the County Administrator;

NOW, THEREFORE BE IT RESOLVED THAT the Freeborn County Board of Commissioners by resolution does hereby set the 2024 salary for the Freeborn County Board of Commissioners at \$27,000 annually at such intervals as determined by the board.

Resolution was seconded by Commissioner Eckstrom
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

RESOLUTION No. 23-354

RESOLUTION ADOPTING A 3% COST OF LIVING ADJUSTMENT TO THE WAGE SCALE FOR 2024

WHEREAS, the Freeborn County Board of Commissioners understand the importance of providing and maintaining a competitive and market rate wage table for all departments within the County; and

WHEREAS, Freeborn County recognizes the need for a competitive and market rate wage to successfully develop and maintain a strong, reliable, and viable workforce;

NOW THEREFORE BE IT RESOLVED, that the Freeborn County Board of Commissioners hereby resolves to adopt a 3% cost of living adjustment to the wage scale for all union and non-union employees, effective the first payroll in January 2024.

Resolution was seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Edwin offered the following resolution:

RESOLUTION 23 – 355

Resolved, that the Freeborn County Board of Commissioners does, hereby, certify to the Freeborn County Auditor-Treasurer that it proposes the following tax levy which, if adopted pursuant to Minnesota Law, will be ordered on all taxable property in Freeborn County, payable in 2024, to wit:

	<u>2024 Levy</u>
For General Revenue Fund	\$16,355,261
For Soil & Water Conservation Dist.	<u>183,000</u>
Total General Fund	\$16,538,261
For Human Services Fund	\$5,678,698
For Road and Bridge Fund	\$5,352,990
For Public Health Fund	\$141,720
For Capital Improvement Fund	\$1,124,000

For County Library Fund	\$286,800
For Capital Improvement Bond	<u>\$707,039</u>
TOTAL TAX LEVY	\$29,829,508
Less State Aid	<u>\$(2,408,387)</u>
TOTAL LOCAL TAX LEVY	<u>\$27,421,121</u>

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

Commissioner Eckstrom offered the following resolution:

Resolution 23 - 356

Resolved, that the Freeborn County Board of Commissioners does, hereby, propose a final budget for the fiscal year beginning January 1, 2024 a summary of which is as follows:

Freeborn County
 Final 2024 Budget

BUDGETED REVENUE

General Revenue Fund	\$ 25,048,763
Human Services	\$ 14,114,430
Highway	\$ 16,843,740
Public Health	\$ 3,901,762
Ditch Fund	\$ 1,217,500
Capital Improvements Fund	\$ 1,809,000
Capital Improvements Bond	\$ 707,039
Library	<u>\$ 286,800</u>
TOTAL REVENUE	<u>\$ 63,929,034</u>

BUDGETED EXPENDITURES

General Revenue Fund	\$ 25,510,763
Human Services	\$ 14,114,430
Highway	\$ 16,843,740
Public Health	\$ 3,901,762
Ditch Fund	\$ 977,337
Capital Improvements Fund	\$ 2,304,000
Capital Improvements Bond	\$ 673,370
Library	<u>\$ 286,800</u>
TOTAL EXPENDITURES	<u>\$ 64,612,202</u>

Further, be it resolved that this budget shall be certified to the Freeborn County Auditor/Treasurer.

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

Commissioner Shoff offered the following resolutions;

RESOLUTION NO. 23-357

RESOLUTION GRANTING AUTHORITY TO DESIGNATE INVESTMENT DEPOSITORIES TO THE FINANCE MANAGER

WHEREAS, pursuant to Minnesota Statute 118A.02, the Freeborn County Board may authorize the treasurer or chief financial officer to designate depositories and make investments as provided in the subdivision;

NOW, THEREFORE BE IT RESOLVED, pursuant to Minnesota Statute 118A.02, the Freeborn County Board of Commissioners does hereby authorize the Finance Manager to designate depositories and make investments of the funds of the County.

Resolution was seconded by Commissioner Edwin.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

**RESOLUTION No. 23-358
Approval of Claims**

RESOLVED, that the following claims be allowed and paid on or before December 22nd, 2023.

<u>FUND</u>	<u>NAME</u>	<u>AMOUNT</u>
01	General Fund	\$ 979,457.98
03	County Road & Bridge	\$ 332,409.01
05	Human Services	\$ 181,222.82
06	Public Health	\$ 67,440.64
31	Capitol Improvement	\$ 251,024.96
40	County Ditch	\$ 22,725.03
61	Social Welfare	\$ 351.81
70	Trust & Agency	\$ 147,428.63
73	Payroll Clearing Fund	\$ 24,273.52
74	Turtle Creek Watershed	\$ 13,027.05
77	Recorder's Clearing	\$ 3,375.00
79	Social Services Collab.	\$ 411.93
80	Tax Collection Fund	\$ 225,753.21
	FUND TOTALS	2,248,901.59

Number of Claims not exceeding \$300 – 221
Dollar amount of claims not exceeding \$300 – \$ 20,276.65
Resolution seconded by Commissioner Edwin.
After discussion, a vote was taken and the Chair declared the resolution adopted.

Chair, Commissioner Forman adjourned the meeting at 9:48 a.m. until 8:30 a.m. on Tuesday, January 2nd, 2023.

By: _____
John Forman
Chair

Attest: _____
Erin Hornberger
County Clerk

**ADJOURNED MEETING OF THE COUNTY BOARD
December 28th, 2023**

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Thursday, December 28th, 2023. Members present: Commissioners Shoff, Belshan, Forman, Edwin and Herman.

The meeting was opened with the Pledge of Allegiance.

Commissioner Edwin offered the following motion;

MOVED, approving the agenda as presented.

Motion seconded by Commissioner Shoff.

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

Commissioner Shoff offered the following resolution;

RESOLUTION 23-359

RESOLUTION APPROVING EMPLOYEE SICK AND SAFE TIME (ESST) POLICY

WHEREAS, the Minnesota Legislature passed Minnesota Statute 181.9445-181.9448, requiring Earned Sick and Safe Time (ESST); and

WHEREAS, Freeborn has previously negotiated or provided to non-union employees Paid Time Off (PTO) or Vacation and Sick Leave which meets or exceeds ESST minimum requirements for regular full-time and part-time employees working 20 or more hours per week; and

WHEREAS, the County will now be required to provide the new ESST to intermittent, seasonal and temporary employees;

NOW, THEREFORE BE IT RESOLVED that the Freeborn County Board of Commissioners hereby adopts the Earned Sick and Safe Time Policy, effective January 1, 2024, herein attached.

IT FURTHER RESOLVED, that the adopted Earned Sick and Safe Time Policy be added to the Freeborn County Personnel Manual in Section VIII, as Subsection CC.

IT IS FURTHER RESOLVED, that the following is to be added to the Freeborn County Personnel Manual Section VIII, Subsection B. 4. q. and Section VIII, Subsection BB. 4. e., respectively:

Please be advised that the first 48 hours of PTO or Sick Leave that an employee uses will be designated as ESST. If an employee chooses to use all of their available PTO or Sick Leave for reasons other than those outlined in this policy as ESST hours, the employee will not be provided with additional ESST hours. While an employee may use any available PTO or Sick Leave hours for an ESST purpose, the employee will not be provided with additional ESST hours once available hours have been exhausted.

Resolution seconded by Commissioner Kaasa.

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

Commissioner Shoff offered the following resolution:

**RESOLUTION No. 23-360
Approval of Claims**

RESOLVED, that the following claims be allowed and paid on or before December 31st, 2023.

<u>FUND</u>	<u>NAME</u>	<u>AMOUNT</u>
01	General Fund	\$ 288,566.26
03	County Road & Bridge	\$ 663,634.23

05	Human Services	\$ 1,559.25
06	Public Health	\$ 9,908.94
31	Capital Improvement	\$ 66,807.29
40	County Ditch	\$ 45,598.05
70	Trust & Agency	\$ 2,030.69
73	Payroll Clearing Fund	\$ 14,426.31
74	Turtle Creek Watershed Dist.	\$ 19.65
80	<u>Tax Collection Fund</u>	<u>\$ 20,945.43</u>
	FUND TOTALS	\$ 1,113,496.10

Number of Claims not exceeding \$300 – 32

Dollar amount of claims not exceeding \$300 - \$3,652.06

Resolution seconded by Commissioner Kaasa.

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

Chair, Commissioner Forman adjourned the meeting at 8:58 a.m. until Tuesday, January 2nd, 2024 at 8:30 a.m.

By: _____
 John Forman
 Chair

Attest: _____
 Ryan Rasmusson
 County Administrator

Employees Recommended for Regular Status - 1.2.24

<u>Employee Name</u>	<u>Department</u>	<u>Job Title</u>	<u>Status</u>
Acacia Clarambeau	Detention Center	Detention Deputy	New Employee
April Bighley	DHS	Family Based Service Provider	New Employee
Hadiya Tuzinski	DHS	Social Worker / Case Manager CPCW	New Employee

DRAINAGE REPAIR APPROVAL

Drainage Authority Meeting Date: 1/2/2024

System	Repair #	Branch	Twp	Section	Landowner	Problem/Proposed Work	Contractor	Contractor Estimate
CD5	23-151	CD5	Nunda Twp	31	LARRY BIDNE	clean sediment from open ditch	Freeborn Construction, Inc.	\$ 1,200.00

**BOARD OF COMMISSIONERS OF FREEBORN COUNTY, MINNESOTA
DRAINAGE AUTHORITY FOR THE IMPROVEMENT OF FREEBORN COUNTY
DITCH J21, BRANCH A**

**Contract Acceptance Hearing Agenda
Improvement to County Ditch J21, Branch A
January 2, 2024**

1. Opening of Public Hearing – *John Forman, Board Chairperson*
2. Purpose of Hearings – *John Kolb, Rinke Noonan*
3. Overview of Notice Requirements – *Kelly Hendrickson, Auditor-Treasurer*
4. Engineer’s Contract Acceptance Report – *Steve Penkava, Jones Haugh Smith*
5. Public Comment Concerning Engineer’s Contract Acceptance Report
6. Possible Action by Drainage Authority:

At the hearing, the drainage authority may, by order, direct payment of the balance due if it determines that the contract has been completed in accordance with the plans and specifications.

If good cause is shown, the drainage authority may waive any part of the liquidated damages accruing under the contract.

The Board may also award additional damages as proven at the hearing.

7. Adjourn Public Hearing



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 01/02/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Kelly Hendrickson	DEPARTMENT: Auditor-Treasurer
PRESENTED BY: Kelly Hendrickson	ESTIMATED TIME NEEDED: <5 minutes
SUMMARY OF ISSUE/TOPIC: Resolution accepting Rinke Noonan 2024 Legal Services Agreement for the Drainage Authority representation.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Approve	
Fiscal Impact: <input checked="" type="checkbox"/> COST AMOUNT \$200/month + hourly services BUDGETED <input checked="" type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input type="checkbox"/> Y <input checked="" type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

RESOLUTION No. 24-XXX
2024 RENEWAL OF LEGAL SERVICES AGREEMENT
WITH RINKE NOONAN TO PROVIDE LEGAL COUNSEL TO
THE FREEBORN COUNTY DRAINAGE AUTHORITY

WHEREAS, Rinke Noonan Attorneys at Law provide legal counsel to Freeborn County (Drainage Authority) in its capacity as the public drainage authority under Minnesota Statutes, chapter 103E;

WHEREAS, Rinke Noonan has been engaged to represent the Drainage Authority on a monthly retainer and hourly services basis for the purpose of advising it on matters related to its duties, authorities and responsibilities as the public drainage authority for Freeborn County pursuant to Minnesota Statutes , chapter 103E;

WHEREAS, Rinke Noonan Attorneys at Law has provided terms of their public drainage authority representation for Freeborn County in the 2024 year;

BE IT RESOLVED, Freeborn County will continue its monthly retain and hourly services agreement set forth and described in the agreement dated November 17, 2023 presented to Freeborn County by Rinke Noonan Attorneys at Law.

I HEREBY CERTIFY that the above is a true and correct copy of a resolution approved by the Freeborn County Board of Commissioners at their session on the 2nd day of January, 2024, and as it appears on the minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota

kh



RINKE NOONAN
attorneys at law

November 17, 2023

Direct Dial: 320-656-3503
Jkolb@RinkeNoonan.com

Freeborn County
c/o Kelly D. Hendrickson, Recorder &
Interim Auditor-Treasurer
Freeborn County Government Center
411 South Broadway
Albert Lea, MN 56007

Mr. David Walker
Freeborn County Attorney
Freeborn County Government Center
411 South Broadway
Albert Lea, MN 56007

SENT VIA EMAIL ONLY TO:
KELLY.HENDRICKSON@CO.FREEBORN.
MN.US

SENT VIA EMAIL ONLY TO:
DAVID.WALKER@CO.FREEBORN.MN.US

Re: 2024 Hourly Rates
Our File No. 15618-0015

Dear Board, Ms. Hendrickson and Mr. Walker:

Thank you for placing your continued confidence in Rinke Noonan Law Firm to provide legal counsel to Freeborn County ("Drainage Authority") in its capacity as the public drainage authority under Minnesota Statutes, chapter 103E. Rinke Noonan's terms of representation for the Drainage Authority are detailed in our 2021 Legal Services Agreement ("Agreement").

As noted in our 2021 Legal Services Agreement, from time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. Our Agreement with the Drainage Authority notes that we will notify the Drainage Authority of such adjustments which are reviewed on a yearly basis. In order to meet the unique needs of our public-sector, government clients, Rinke Noonan continues to provide a reasonable discount in billing rates when compared to representation of our private clients. For 2024, we have endeavored to keep our rate increase below the composite inflation rate for our government clients. Our rates for our government clients for 2024 are as follows:

Senior Attorneys (7+ Years Experience):	\$415/hour
Associate Attorneys (4-7 Years Experience):	\$330/hour
Associate Attorneys (0-3 Years Experience):	\$290/hour
Paralegals & Legal Technicians:	\$145-\$255/hour
Clerical Staff:	No Charge

Suite 300 US Bank Plaza
1015 W. St. Germain St.
P.O. Box 1497
St. Cloud, MN 56302
320.251.6700

www.rinkenoonan.com

tmp17AA
11/3/2023 8:35 AM

Freeborn County
November 17, 2023
Page 2

The remaining terms of our representation can be found in the Agreement approved by the Drainage Authority in 2021. If you have any questions regarding these rates or the terms of our representation, do not hesitate to contact me. On behalf of Rinke Noonan Law Firm, we appreciate the opportunity to continue representing the Drainage Authority and to work with it and its staff.

Sincerely,

/s/ John C. Kolb

John C. Kolb
JCK/cmt



RINKE NOONAN
attorneys at law

January 4, 2021

Freeborn County
c/o Ms. Pat Martinson, Auditor/Treasurer
Freeborn County Government Center
411 South Broadway
Albert Lea, MN 56007

Mr. David Walker
Freeborn County Attorney
Freeborn County Government Center
411 South Broadway
Albert Lea, MN 56007

SENT VIA EMAIL ONLY TO:

PAT.MARTINSON@CO.FREEBORN.MN.US

SENT VIA EMAIL ONLY TO:

DAVID.WALKER@CO.FREEBORN.MN.US

**Re: 2021 Legal Services Agreement
Our File No. 15618-0015**

Dear Ms. Martinson and Mr. Walker:

Thank you for placing your confidence in Rinke Noonan to provide legal counsel to Freeborn County ("Drainage Authority") in its capacity as the public drainage authority under Minnesota Statutes, chapter 103E. We are writing to provide the terms of our proposed public drainage authority representation for 2021.

Should the Drainage Authority renew its agreement with Rinke Noonan, our representation will be limited to the matters described herein. To the extent the Drainage Authority desires to engage our firm to represent it regarding other matters, the Drainage Authority will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services.

Identification of Parties: This Legal Services Agreement ("Agreement") is made between Rinke Noonan, Ltd. (hereinafter "Rinke Noonan", "We/we", "Our/our," or "Us/us") and Freeborn County (hereinafter referred to also as "Drainage Authority").

Scope of Representation: We have been engaged to represent the Drainage Authority for the purpose of advising it on matters related to its duties, authorities, and responsibilities as the public drainage authority for Freeborn County pursuant to Minnesota Statutes, chapter 103E.

Suite 300 US Bank Plaza
1015 W. St. Germain St
P.O. Box 1497
St. Cloud, MN 56302
320.251.6700

www.rinkenoonan.com

[4081186] Revised - MN Public Drainage Authority LSA Letter 2021
1/4/2021 8:18 AM

Legal Fees and Billing Statements: Depending on the billing option you choose below, we will either submit a billing statement to you every thirty days or as work on a matter is completed. Expenses will be separately stated on the billing statement and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statement.

Unless notified otherwise, all billing statements will be addressed as follows:

Freeborn County
c/o Ms. Pat Martinson, Auditor/Treasurer
Freeborn County Government Center
411 South Broadway
Albert Lea, MN 56007

The Drainage Authority is responsible for payment of all legal fees, expenses, and disbursements. Please see the "Expenses" provision and "Late Payment and Failure to Pay" provisions of this Agreement for further information.

The Drainage Authority may choose between the two following billing options:

- 1. PROPOSAL OPTION ONE – MONTHLY RETAINER + HOURLY SERVICES:**
We can offer a monthly retainer arrangement of \$200 per month, which covers simple inquiries and verbal and written opinions general in nature for the Drainage Authority Board and its staff. This allows the cost of such advice to be defrayed over the course of the month. Due to the nature and brevity of these inquiries and responses, billing statement entries for the retainer file will not be as detailed as statements for hourly service files regarding specific matters and proceedings. Work performed outside the scope of the flat monthly retainer fee will be billed within individual matter files according to the discounted hourly rates for government clients described below. This agreement can be terminated at any time by the client upon 30 days notice.
- 2. PROPOSAL OPTION TWO – HOURLY SERVICES ONLY:** All work performed for the Drainage Authority as described in the Scope of Representation above will be billed according to the discounted hourly rates for government clients described below. Under this proposal, we may also open a general inquiries file for simple inquiries and verbal and written opinions general in nature for the Drainage Authority Board and its staff which are not related directly to a specific matter or proceeding. This agreement can be terminated at any time by the client upon 30 days notice.

Hourly Rate: In order to meet the unique needs of our public-sector, government clients, Rinke Noonan provides a reasonable discount in billing rates when compared to representation of our private clients. Our normal hourly rates for attorneys range from \$205 to \$395 per hour for private clients. Currently, our rates for our governmental clients for 2021 are as follows:

Senior Attorneys (7+ Years Experience):	\$325/hour
Associate Attorneys (4-7 Years Experience):	\$250/hour
Associate Attorneys (0-3 Years Experience):	\$200/hour
Paralegals & Legal Technicians:	\$95-\$185/hour
Clerical Staff:	No Charge

From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will, of course, notify the Drainage Authority of such adjustments which are reviewed on a yearly basis.

I will serve as the primary attorney for the Drainage Authority on its public drainage matters described herein. In conjunction, the Drainage Authority may from time to time frequently work with the following public drainage authority attorneys:

Kale Van Bruggen, Senior Attorney
320-656-3522; kvanbruggen@rinkenoonan.com

John Kolb, Senior Attorney
320-656-3503; jkolb@rinkenoonan.com

Zachary Burmeister, Associate Attorney (4-7 yrs.)
320-656-3516; zburmeister@rinkenoonan.com

Gerald Von Korff, Senior Attorney
320-656-3508; jvonkorff@rinkenoonan.com

In the event of an emergency, the Drainage Authority and its staff should not hesitate to contact me or any of the individuals listed above. In addition, the Drainage Authority may contact paralegals Julie Fincher or Kathleen Bundy at 320-251-6700.

Other individuals may assist with Drainage Authority matters from time to time, or even assume a specific matter as the lead attorney. The use of associate attorneys, paralegals, legal technicians, law clerks, and other staff results in a direct savings to the Drainage Authority since they may more economically perform tasks which do not require the attention of a senior or lead attorney. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact me to discuss these issues.

Except for the flat monthly retainer billing statements described in Proposal One above, it is our policy to describe services performed in a detailed manner so that the Drainage Authority and its staff may be able to understand fully our services and charges. If there are any questions relating to the services or the charges, we will be pleased to discuss them with the Drainage Authority or its staff at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, the Drainage Authority agrees to notify us in writing or by email within 30 days of receiving our billing statement if it disputes any entry for legal services or charges on any billing statement. In the absence of any written or emailed objections thereto within 30 days of the Drainage Authority's receipt of a billing statement, the Drainage Authority will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

Expenses: In the course of rendering legal services to the Drainage Authority, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, overnight or special delivery service, and travel. The actual expenses incurred will vary depending on the services that we provide. We do not, however, charge for photocopying or mileage. Expense items incurred on the Drainage Authority's behalf will be itemized separately and listed on our billing statements.

Late Payment and Failure to Pay: If the Drainage Authority fails to pay our statements in full on or before the due date set forth on the statement, we reserve the right to assess a monthly service charge equal to 8% per annum, or at the highest rate allowed by law, whichever is lower, of all legal fees, expenses, and disbursements that are past due. This monthly service charge will be billed to the Drainage Authority at the end of each month in which a late payment occurs. (See the enclosed disclosures).

Conflict of Interest Waiver: Rinke Noonan has over 28 attorneys in the firm and represents numerous business and individual clients having interactions with various governmental entities. Therefore, we want to ensure that by representing the Drainage Authority, we are not conflicting the firm out of representing other clients who may be adverse to the Drainage Authority on matters factually and legally unrelated to our public drainage representation. By our office representing the Drainage Authority on Statutes, chapter 103E matters, the Drainage Authority agrees that our representation of the Drainage Authority should not prohibit our office from representing clients on other unrelated matters that may be adverse to the Drainage Authority. These matters may include, but are not limited to, requests for economic development assistance, land use applications, criminal defense matters where the County is prosecuting, construction disputes, or other matters unrelated to Statutes, chapter 103E. If there is a civil or criminal matter that may be contentious or would involve litigation against the Drainage Authority, we will contact the Drainage Authority prior to undertaking the representation so that an informed decision can be made specific to that representation.

Review of this Agreement: This Agreement is being provided to the Drainage Authority Board of Commissioners and to the Freeborn County Attorney. In addition to the County Attorney's review of this Agreement, we are requesting the Board and the County Attorney sign the original Agreement herein. Minnesota Statutes, sections 103E.071 and 388.09, subdivision 1 permits the County to employ an attorney to assist the county attorney, to appear for the county or any county officer in any action in which the county or officer in an official capacity is a party, to advise the board or its members in relation to the action, or in any other matter affecting the interests of the county.

If you have any questions or concerns about the terms of this Agreement, please contact us immediately. On behalf of Rinke Noonan Law Firm, we appreciate the opportunity to represent the Drainage Authority and to work with it and its staff.

Freeborn County
January 4, 2021
Page 5

Sincerely,

/s/ Kurt A. Deter

Kurt A. Deter
KAD/cmt/sjb

Attachment

By signing this Agreement, the Drainage Authority and County Attorney confirm that they have read this Agreement, understand its provisions, and agree to abide by it.

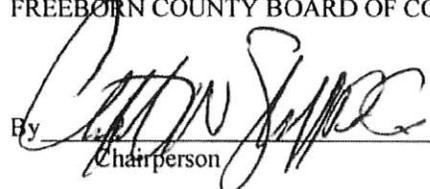
Freeborn County hereby approves:

 X PROPOSAL OPTION ONE

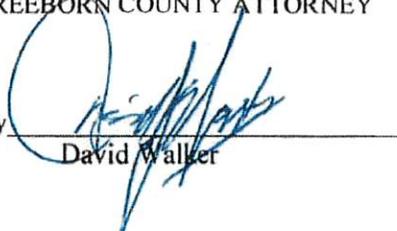
 PROPOSAL OPTION TWO

as the Agreement for legal services between the Drainage Authority and Rinke Noonan as described in this proposal. The Drainage Authority agrees to pay Rinke Noonan on demand any sum which may become due to Rinke Noonan according to the above-described terms.

FREEBORN COUNTY BOARD OF COMMISSIONERS

Dated: January 21, 2021. By 
Chairperson

FREEBORN COUNTY ATTORNEY

Dated: January 22, 2022. By 
David Walker

**This Initial Disclosure Statement is being provided to you in accordance with
Regulation Z - Truth in Lending (12 CFR Section 226).**

You will be billed monthly for charges for services we have performed for you and expenses we have paid or incurred on your behalf. FINANCE CHARGES will begin to accrue one month after the Closing Date if the statement is not paid in full prior to such time. The Closing Date is the last day of the month and the end of our billing cycle. FINANCE CHARGES will be calculated at a periodic rate equal to .666 percent which corresponds to an ANNUAL PERCENTAGE RATE equal to eight percent (8%). If you pay all charges which appear on your monthly statement within one month of the Closing Date, no FINANCE CHARGE will be made to your account.

**EXPLANATION OF METHOD USED TO DETERMINE THE BALANCE
ON WHICH THE FINANCE CHARGE MAY BE COMPUTED**

We figure the FINANCE CHARGE on your account by applying the periodic rate to the amount you owe at the end of each cycle (including charges for new services and deducting payments and credits made during the billing cycle). If you fail to pay your bill, we may also be able to place an attorney's lien upon real or personal property that you may own or acquire an interest in pursuant to Minnesota Statutes Section 481.13.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. **We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared.** You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and file number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within thirty (30) days unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we have made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 01/02/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Kelly D. Hendrickson	DEPARTMENT: Auditor-Treasurer
PRESENTED BY: Kelly D. Hendrickson	ESTIMATED TIME NEEDED: <5 minutes
SUMMARY OF ISSUE/TOPIC: Consider a resolution setting Crop Damage Rate 2024 (Standing Crop) for Drainage Ditches.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Approve	
Fiscal Impact: <input checked="" type="checkbox"/> COST AMOUNT <u>Varies</u> BUDGETED <input type="checkbox"/> Y <input checked="" type="checkbox"/> N MANDATED : <input checked="" type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: <u>MN Statutes 103E</u>	
Other comments:	

RESOLUTION No. 24-XXX
Freeborn County Crop Damage Rate for 2024 - Standing Crop
Freeborn County Drainage Ditches

WHEREAS, it is the policy of Freeborn County to set a rate of pay for crop damages that may occur due to repair, improvement, or construction projects involving county drainage ditches;

WHEREAS, the yield is determined by using a three- year average yield for Freeborn County from data received from the USDA (National Agricultural Statistics Services);

WHEREAS, the sale price is determined by using an average sale price for "new crop" corn and beans from three local elevators on November 28, 2023;

BE IT **RESOLVED**, the following rates will be in place for 2024;

Corn DamageRate	208.0 bushels @ \$4.63 = \$963 per acre
Bean Damage Rate	59.6 bushels @ \$12.23 = \$729 per acre

I **HEREBY CERTIFY** that the above is a true and correct copy of a resolution approved by the Freeborn County Board of Commissioners at their session on the 2nd day of January, 2024, and as it appears on the minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn State of Minnesota

kh



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 01/02/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Kelly D. Hendrickson	DEPARTMENT: Auditor-Treasurer
PRESENTED BY: Kelly D. Hendrickson	ESTIMATED TIME NEEDED: <5 minutes
SUMMARY OF ISSUE/TOPIC: Consider a resolution setting Crop Damage Rate 2024 (Not Planted) for Drainage Ditches.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION (MOTION/RESOLUTION): Approve	
Fiscal Impact: <input checked="" type="checkbox"/> COST AMOUNT <u>Varies</u> BUDGETED <input type="checkbox"/> Y <input checked="" type="checkbox"/> N MANDATED: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: <u>MN Statutes 103E</u>	
Other comments:	

RESOLUTION No. 24-XXX
Freeborn County Crop Damage Rate for 2024 – Not Planted
Freeborn County Drainage Ditches

WHEREAS, it is the policy of Freeborn County to set a rate of pay for crop damages that may occur due to repair, improvement, or construction projects involving county drainage ditches;

WHEREAS, in anticipation of an upcoming project the County may occasionally ask a landowner not to plant the area to be worked on. This gives the contractor more time to complete projects and may also result in better quotes;

BE IT RESOLVED, the rate of pay for not planted acres is \$660.00 per acre. This rate is based off from an average annual rental rate of approximately \$375;

- The first year the unplanted acres would have no yield
- The second year yield reduction would be approximately 50% because the soil has been disturbed
- The third year yield reduction would be approximately 25% because the soil has been disturbed
- The fourth year the yield should be back to normal

I HEREBY CERTIFY that the above is a true and correct copy of a resolution approved by the Freeborn County Board of Commissioners at their session on the 2nd day of January, 2024, and as it appears on the minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota

kh

Freeborn County Crop Damage Rate for 2024 (Standing crop)

It is the policy of Freeborn County to set a rate of pay for crop damages that may occur due to repair, improvement, or construction projects. This is done at the beginning of the year for the entire year.

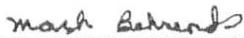
The yield is determined by using a three year average yield for Freeborn County from data received from the USDA. (National Agricultural Statistics Services)

The sale price is determined by using an average sale price for "new crop" corn and beans from three local elevators on November 28, 2023.

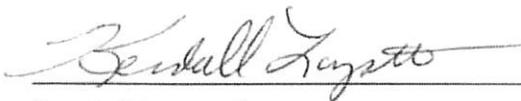
Corn damage rate **208.0 bushels @ \$4.63 = \$963 per acre**

Bean damage rate **59.6 bushels @ \$12.23 = \$729 per acre**

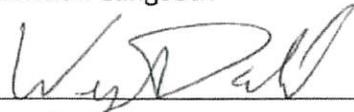
Drainage Ditch Viewers:



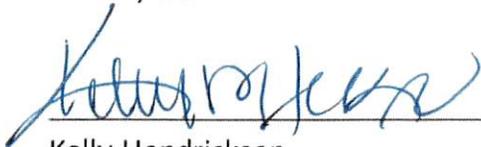
Mark Behrends



Kendall Langseth



Wesley Dahl



Kelly Hendrickson

Freeborn County Auditor / Treasurer

11.28.2023

Date

Freeborn County Crop Damage Rate for 2024 (Not planted)

It is the policy of Freeborn County to set a rate of pay for crop damages that may occur due to repair, improvement, or construction projects. This is done at the beginning of the year for the entire year.

In anticipation of an upcoming project, the County may occasionally ask a landowner not to plant the area to be worked on. This gives the contractor more time to complete projects and may also result in better quotes.

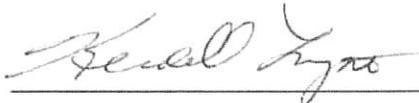
The rate of pay for not planted acres is **\$660 per acre**. This rate is based on an average annual rental rate of approximately \$375.

- The first year the unplanted acres would have no yield
- The second year yield reduction would be approximately 50% (because the soil has been disturbed)
- The third year yield reduction would be approximately 25% (because the soil has been disturbed)
- The fourth year the yield should be back to normal

Drainage Ditch Viewers:



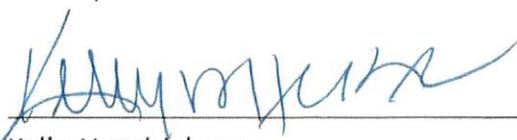
Mark Behrends



Kendall Langseth



Wesley Dahl



Kelly Hendrickson

Freeborn County Auditor / Treasurer

11.28.2023

Date

Crop: **Grain**

Click on any cell below to filter the data by that item. Right click on column heading to pivot or hide columns.

Navigation: [Home](#) [Data](#)

Save as: [Spreadsheet](#) | [Printable](#) | [Map](#) | (3 rows)

Program	Year	Period	Geo Level	State	State ANSI	Ag District	Ag District Code	County	County ANSI	waterhed_code	Commod Data Item	Domain	Domain Category	Value	CV (%)	
SURVEY	2022	YEAR	COUNTY	MINNESOTA	27	SOUTH CENTRAL	80	FREEBORN	047	00000000	CORN	CORN, GRAIN YIELD MEASURED IN BU / ACRE	TOTAL	NOT SPECIFIED	216	02.00
SURVEY	2021	YEAR	COUNTY	MINNESOTA	27	SOUTH CENTRAL	80	FREEBORN	047	00000000	CORN	CORN, GRAIN YIELD MEASURED IN BU / ACRE	TOTAL	NOT SPECIFIED	207	00.78
SURVEY	2020	YEAR	COUNTY	MINNESOTA	27	SOUTH CENTRAL	80	FREEBORN	047	00000000	CORN	CORN, GRAIN YIELD MEASURED IN BU / ACRE	TOTAL	NOT SPECIFIED	202	1.9

AVERAGE = 208

Survey Data

Double click any cell below to filter the data by that item. Right click on column heading to lock or unlock columns.

Map View Data

Save | Spreadsheet | Printable | Map | (3 rows)

Program	Year	Period	Geo Level	State	State ANSI	Ag District	Ag District Code	County	County ANSI	watershed_code	Community	Data Item	Domain	Domain Category	Value	CV (%)
SURVEY	2022	YEAR	COUNTY	MINNESOTA	27	SOUTH CENTRAL	80	FREEBORN	047	00000000	SOYBEANS	SOYBEANS - YIELD, MEASURED IN BU / ACRE	TOTAL	NOT SPECIFIED	59.2	03.16
SURVEY	2021	YEAR	COUNTY	MINNESOTA	27	SOUTH CENTRAL	80	FREEBORN	047	00000000	SOYBEANS	SOYBEANS - YIELD, MEASURED IN BU / ACRE	TOTAL	NOT SPECIFIED	60.4	03.20
SURVEY	2020	YEAR	COUNTY	MINNESOTA	27	SOUTH CENTRAL	80	FREEBORN	047	00000000	SOYBEANS	SOYBEANS - YIELD, MEASURED IN BU / ACRE	TOTAL	NOT SPECIFIED	58.5	1.8
AVERAGE =															59.6	

Albert Lea Elevator

Albert Lea, MN

507-373-3133

CORN

USDA has adjusted the calculations of LDP data
[Click here for more information.](#)

Delivery	Cash Price	Futures Month	Futures Price	Futures Change	Basis
Nov 30, 2023	4.38	@C3Z	452.6	.26	-0.15
New Crop 24	4.62	@C4Z	506.6	.24	-0.45

Price as of 11/28/23 11:31AM CST

SOYBEANS

USDA has adjusted the calculations of LDP data
[Click here for more information.](#)

Delivery	Cash Price	Futures Month	Futures Price	Futures Change	Basis
Nov 30, 2023	12.99	@S4F	1349.0	19.2	-0.50
New Crop 24	12.21	@S4X	1296.2	16.0	-0.75

Price as of 11/28/23 11:32AM CST

CORN AVERAGE = 4.63

BEAN AVERAGE = 12.23



CASH BIDS

Alden

COMMODITY	DELIVERY END	CASH PRICE	BASIS	SYMBOL	FUTURES PRICE	CHANGE	SETTLE PRICE
#2 Yellow Corn	Nov 2023	4.33	-0.20	@C3Z	452'4	-3'0	455'4
#2 Yellow Corn	Dec 2023	4.38	-0.15	@C3Z	452'4	-3'0	455'4
#2 Yellow Corn	Jan 2024	4.46	-0.28	@C4H	474'2	-1'0	475'2
#2 Yellow Corn	Feb 2024	4.46	-0.28	@C4H	474'2	-1'0	475'2
#2 Yellow Corn	Mar 2024	4.49	-0.25	@C4H	474'2	-1'0	475'2
#2 Yellow Corn	Apr 2024	4.62	-0.25	@C4K	487'0	0'2	486'6
#2 Yellow Corn	May 2024	4.62	-0.25	@C4K	487'0	0'2	486'6
#2 Yellow Corn	Jun 2024	4.72	-0.25	@C4N	496'4	0'4	496'0
#2 Yellow Corn	Jul 2024	4.72	-0.25	@C4N	496'4	0'4	496'0
#2 Yellow Corn	Aug 2024	4.60	-0.40	@C4U	499'4	1'2	498'2
#2 Yellow Corn	Sep 2024	4.60	-0.40	@C4U	499'4	1'2	498'2
#2 Yellow Corn	Oct 2024	4.67	-0.40	@C4Z	506'4	2'2	504'2
#2 Yellow Corn	Dec 2024	4.77	-0.30	@C4Z	506'4	2'2	504'2

#1 Yellow Soybean	Nov 2023	13.01	-0.48	@S4F	1349'0	1'2	1329'6
#1 Yellow Soybean	Dec 2023	13.04	-0.45	@S4F	1349'0	1'2	1329'6
#1 Yellow Soybean	Jan 2024	13.04	-0.45	@S4F	1349'0	1'2	1329'6
#1 Yellow Soybean	Feb 2024	13.10	-0.58	@S4H	1367'4	1'2	1348'2
#1 Yellow Soybean	Mar 2024	13.10	-0.58	@S4H	1367'4	1'2	1348'2
#1 Yellow Soybean	Apr 2024	13.23	-0.58	@S4K	1381'0	1'2	1361'6
#1 Yellow Soybean	May 2024	13.23	-0.58	@S4K	1381'0	1'2	1361'6
#1 Yellow Soybean	Jun 2024	13.28	-0.58	@S4N	1385'6	1'8	1367'4
#1 Yellow Soybean	Jul 2024	13.28	-0.58	@S4N	1385'6	1'8	1367'4
#1 Yellow Soybean	Aug 2024	13.03	-0.60	@S4Q	1362'6	1'6	1345'0
#1 Yellow Soybean	Sep 2024	12.26	-0.70	@S4X	1296'2	1'6	1280'2
#1 Yellow Soybean	Oct 2024	12.26	-0.70	@S4X	1296'2	1'6	1280'2
#1 Yellow Soybean	Dec 2024	12.30	-0.70	@S5F	1300'0	1'2	1287'4



CASH BIDS

Clarks Grove

CORN

Delivery Date	Cbot	Month	Basis	Cash	Chg
Δ Nov 23	474.6	@C4H	-0.3900	4.3575	0.4
Δ Dec 23	474.6	@C4H	-0.3900	4.3575	0.4
Δ Jan 24	474.6	@C4H	-0.4200	4.3275	0.4
Δ Feb 24	474.6	@C4H	-0.4200	4.3275	0.4
Δ Mar 24	474.6	@C4H	-0.4200	4.3275	0.4
Δ Apr 24	487.2	@C4K	-0.4200	4.4525	0.4
Δ May 24	487.2	@C4K	-0.4200	4.4525	0.4
Δ Jun 24	496.6	@C4N	-0.4200	4.5475	0.5
Δ Jul 24	496.6	@C4N	-0.4200	4.5475	0.5
Δ Aug 24	499.4	@C4U	-0.4200	4.5750	0.2
Δ Oct 24	506.6	@C4Z	-0.4800	4.5875	0.4
Δ Nov 24	506.6	@C4Z	-0.4800	4.5875	0.4
Δ Dec 24	506.6	@C4Z	-0.4800	4.5875	0.4
Δ Feb 25	517.2	@C5H	-0.4800	4.6925	0.5
Δ Jan 25	517.2	@C5H	-0.4800	4.6925	0.5

BEANS

Delivery Date	Cbot	Month	Basis	Cash	Chg
Δ Nov 23	1349.0	@S4F	-0.5700	12.9200	19.2
Δ Dec 23	1349.0	@S4F	-0.5800	12.9100	19.2
Δ Jan 24	1349.0	@S4F	-0.5300	12.9600	19.2
Δ Feb 24	1367.0	@S4H	-0.7400	12.9300	19.6
Δ Mar 24	1367.0	@S4H	-0.7400	12.9300	19.6
Δ Apr 24	1380.4	@S4K	-0.8000	13.0050	19.6
Δ May 24	1390.4	@S4K	-0.8000	13.0050	19.6
Δ Jun 24	1386.4	@S4N	-0.8000	13.0650	19.0
Δ Jul 24	1386.4	@S4N	-0.8000	13.0650	19.0
Δ Aug 24	1362.6	@S4C	-0.8000	12.8275	17.5
Δ Oct 24	1296.2	@S4X	-0.7500	12.2125	16.0
Δ Nov 24	1296.2	@S4X	-0.7500	12.2125	16.0
Δ Dec 24	1300.0	@S5F	-0.7000	12.3000	12.4
Δ Feb 25	1300.0	@S5F	-0.7000	12.3000	12.4
Δ Jan 25	1300.0	@S5F	-0.7000	12.3000	12.4



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 01/02/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Kelly D. Hendrickson	DEPARTMENT: Auditor-Treasurer
PRESENTED BY: Kelly D. Hendrickson	ESTIMATED TIME NEEDED: <5 minutes
SUMMARY OF ISSUE/TOPIC: Consider a resolution to establish an Absentee, UOCAVA and Mail Ballot Board for the 2024 Election year.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Approve	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input checked="" type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: <u>Statute</u>	
Other comments: MS 203B.121	

STATE OF MINNESOTA
COUNTY OF FREEBORN

BEFORE THE BOARD OF
COUNTY COMMISSIONERS OF
FREEBORN COUNTY, MINNESOTA

IN THE MATTER OF THE
AUTHORIZATION OF A COUNTY
ABSENTEE BALLOT BOARD,
UOCAVA BALLOT BOARD, AND
MAIL BALLOT BOARD

RESOLUTION NO. 24-XXX

WHEREAS, Freeborn County is required by Minnesota Statute 203B.121, Subd. 1 to establish a County Absentee Ballot Board, UOCAVA Ballot Board and Mail Ballot Board; and

WHEREAS, this authorization will bring uniformity in the processing of accepting or rejecting returned absentee, UOCAVA and mail ballots to the Freeborn County Auditor-Treasurer that would consist of a sufficient number of election judges as provided in Sections 204B.19 to 204B.22; and

WHEREAS, this will eliminate the need for election judges to perform this technical and time consuming task on election day wherein the county absentee ballot board can begin this process 46 days prior to an election; and

WHEREAS, this will speed the processing of accepted absentee ballots delivered to the precincts to be incorporated into the vote counts on election day; giving election judges more available time for the voters at the polls; and

THEREFORE, BE IT RESOLVED THAT, the Freeborn County Board of Commissioners hereby authorize the Freeborn County Auditor-Treasurer to implement a County Absentee Ballot Board, UOCAVA Ballot Board and Mail Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 to perform the task.

Commissioner	VOTE	
Edwin	FOR _____	AGAINST _____
Kaasa	FOR _____	AGAINST _____
Forman	FOR _____	AGAINST _____
Shoff	FOR _____	AGAINST _____
Eckstrom	FOR _____	AGAINST _____

I hereby certify that the above is a true and correct copy of a resolution approved by the Freeborn County Board of Commissioners at their session on the 2nd day of January 2024, and as appears on the Minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota

FREEBORN COUNTY

STATE OF MINNESOTA

FREEBORN COUNTY

ABSENTEE, MAIL AND UOCAVA BALLOT BOARD OATH

WE THE UNDERSIGNED DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE CONSTITUTION OF THE STATE OF MINNESOTA, AND THAT I WILL FAITHFULLY EXECUTE AND DISCHARGE THE DUTIES OF THE ABSENTEE, MAIL AND UOCAVA BALLOT BOARD IN THE COUNTY OF FREEBORN, MINNESOTA, ACCORDING TO LAW AND TO THE BEST OF MY ABILITY AND UNDERSTANDING.

THIS BALLOT BOARD WILL BE IN PLACE FOR ANY AND ALL ELECTIONS BEING HELD IN THE 2024 ELECTION YEAR.

DAWN DRESCHER _____

JODEE AVERY _____

NOEL AHNEMANN _____

VONNIE KERMES _____

SANDY TOMSCHIN _____

MELLISA TOUPIN _____

EMILY VIERUS _____

KELLY D HENDRICKSON _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF JANUARY, 2024.

KELLY D HENDRICKSON
INTERIM AUDITOR – TREASURER
FREEBORN COUNTY, MINNESOTA



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 01/02/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Kelly Hendrickson	DEPARTMENT: Auditor-Treasurer
PRESENTED BY: Kelly Hendrickson	ESTIMATED TIME NEEDED: <5 minutes
SUMMARY OF ISSUE/TOPIC: Consider a resolution approving 2024 banks doing business with and signatories.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Approve	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input checked="" type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: Auditor's _____	
Other comments:	

RESOLUTION 24-XXX

Resolved, that Citizens Community Federal Bank, Albert Lea; US Bank and US Bancorp Investments, Inc. Albert Lea; Wells Fargo Bank Minnesota, Albert Lea; Security Bank Minnesota, Albert Lea and Alden; Home Federal Savings Bank, Albert Lea; Produce State Bank, Albert Lea, Glenville; Arcadian, Freeborn, Hartland, Albert Lea; State Bank of New Richland, New Richland; Columbus Bank and Trust, Columbus, Georgia; Multi-Bank Securities, Inc. (MBS), Southfield, Michigan; MII Life Incorporated, St. Paul, Minnesota; Wells Fargo Bank Minnesota Corporate Trust Services, Minneapolis, Minnesota; Wells Fargo Securities, LLC., Minneapolis, Minnesota; UBS Financial Services, Inc., Wayzata, MN; Minnesota Association of Governments Investing for Counties (Magic or the Fund) MN; Commerce Bank, Geneva; Moreton Capital Markets, Excelsior, Minnesota; (herein called the "Bank"), be and are hereby designated as depositories of Freeborn County (Herein called the "Depositor") with authority to accept or receive at any time for the credit of the Depositor deposits by whosoever made, of funds and other property in whatever form or manner transferred or endorsed, open or cause to be opened one or more accounts with the Bank on such terms, conditions and agreements as the Bank may now or hereafter require and to make any other agreements deemed advisable in regard to any of the foregoing.

Resolved further, that checks drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of the otherwise authorized, by any one or two (1 or 2) of the following named individuals: Kelly D. Hendrickson, JoDee Avery, Dawn Drescher, Noel Ahnemann (JoDee Avery, Dawn Drescher or Noel Ahnemann will sign for Kelly D. Hendrickson) and the Bank is hereby authorized to pay and charge to the account of the Depositor any such checks, drafts or other orders so assigned or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such persons may authorize payment, transfer or withdrawal by oral or telephonic directions to the bank complying with such roles and regulations relating to such authorization as the bank may communicate to the Depositor from time to time.

Resolved further, that the person(s) so authorized to sign be and are hereby authorized and empowered, on behalf of the Depositor, to transact any and all other business with and through the Bank which such person(s) may at any time deem to be advisable, including, without limiting the generality of the foregoing, authority to purchase certificates of deposit and to enter into deposit agreements, safe deposit agreements, lock-box agreements, night depository agreements, freight payment service processing service agreements offered by the Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to the Bank and all contracts and other writing which such person(s) may deem to be necessary or desirable.

Resolved further, that the Auditor-Treasurer shall certify to the Bank the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons named above and such certifying officer shall from time to time hereafter, upon a change in the facts so certified, immediately certify to the Bank the names and signature (actual or facsimile) of the persons then authorized to sign or to act; the Bank shall be full protected in relying on such certificate and on the obligation of the certifying officer (set forth above) to immediately certify to the Bank any change in any facts so certified, and the Bank shall be indemnified and saved

harmless by the Depositor from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature of other authority (whether or not property used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

Resolved further, that these resolutions shall continue in force until express written notice of their rescission or modification has been furnished to and received by the Bank.

Resolved further, that any and all transactions by or in behalf of the Depositor with the Depositor with the Bank prior to the adoption of this resolution be, and the same hereby are, in all respects ratified, approved and confirmed.

The transfer or withdrawal of funds on deposit in any of the aforementioned institutions, by check, shall be by the signatures of the following officers or their alternatives;

Kelly D. Hendrickson, Interim Auditor-Treasurer _____

JoDee Avery, Deputy Auditor-Treasurer _____

Dawn Drescher, Deputy Auditor-Treasurer _____

Noel Ahnemann, Deputy Auditor-Treasurer _____

A transfer of funds by wire or electronic fund transfer in any of the aforementioned institutions may also be affected by use of a signature or facsimile signatures of Kelly D. Hendrickson, Interim County Auditor-Treasurer, and JoDee Avery, Deputy Auditor-Treasurer, Dawn Drescher, Deputy Auditor-Treasurer and Noel Ahnemann, Deputy Auditor-Treasurer.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 2nd day of January, 2024.

Ryan Rasmusson
County Administrator
County of Freeborn
State of Minnesota
kh



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 01/02/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Kelly Hendrickson	DEPARTMENT: Auditor-Treasurer
PRESENTED BY: Kelly Hendrickson	ESTIMATED TIME NEEDED: <5 minutes
SUMMARY OF ISSUE/TOPIC: Consider a resolution approving 2024 Change Fund/Impress Cash Fund appropriation.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Approve	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT <u>\$2,715.00</u> BUDGETED <input checked="" type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input checked="" type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: <u>Auditor's</u>	
Other comments:	

RESOLUTION 24-XXX

BE IT RESOLVED, that the sum of \$2,715.00 is hereby appropriated out of the General Revenue Fund of Freeborn County for the purpose of creating a Change Fund/Impress Cash Fund to the following listed departments as custodians of these funds in Freeborn County:

		Custodian #1	Custodian #2	Custodian #3
County Treasurer	\$1,200.00	Kelly Hendrickson	JoDee Avery	
County Recorder	\$ 240.00	Kelly Hendrickson	Krista Walton	Heather Bagley
County Auditor/License Ctr.	\$ 550.00	Kelly Hendrickson	Brenda Jensen	
County Sheriff	\$ 350.00	Ryan Shea	Terri Zabrocki	Jess Dreyling
County Public Health	\$ 25.00	Sue Yost	Anita Majerus	Natalie Lookk
Dept. of Human Services	\$ 50.00	Suzanne Nerison	Waylon Welvaert	Doug Miller
Environmental Services	<u>\$ 300.00</u>	Mark Goskeson	Gina Gullickson	
	\$2,715.00			

BE IT FURTHER RESOLVED, that the sum of \$500.00 be drawn upon the General Revenue Fund of Freeborn County for the purpose of creating a Petty Cash Fund held by the Auditor-Treasurer’s Office with Kelly D. Hendrickson and JoDee Avery as custodians. This petty cash fund is to be used to reimburse various departments in Freeborn County for incidental postage paid for county business.

BE IT FURTHER RESOLVED, that the sum of \$100.00 be drawn upon the General Revenue Fund of Freeborn County for the purpose of creating a Petty Cash Fund held by the Sheriff’s Office with Ryan Shea, Terri Zabrocki and Jess Dreyling as custodians. This petty cash fund is to be used to reimburse the Sheriff’s Department for Alcohol and Tobacco Compliance checks held in the county.

I HEREBY CERTIFY that the above is a true and correct copy of a resolution approved by the Freeborn County Board of Commissioners at their session on the 2nd day of January, 2024, and as it appears on the minutes of their record of proceedings.

Ryan Rasmusson
County Administrator
County of Freeborn
State of Minnesota

kh



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 01/02/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Suzi Nerison	DEPARTMENT: Human Services
PRESENTED BY: Suzi Nerison	ESTIMATED TIME NEEDED: 5 minutes
SUMMARY OF ISSUE/TOPIC: Freeborn County Dept of Human Services - Crime Victims Crisis Center has received a donation for \$450 for services provided by the CVCC from the - Round Prairie Lutheran Church Women Request to accept the donation in the amount of \$450 for deposit into Crime Victims Service Center/Administrative Costs/ Gifts and Donations.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Resolution to accept a donation of \$450 for CVCC.	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT <u>\$450 donation</u> BUDGETED <input type="checkbox"/> Y <input checked="" type="checkbox"/> N MANDATED : <input type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

Freeborn County Board of Commissioners

RESOLUTION 24-XXX

*Resolution to accept a \$450 donation to the Freeborn County CVCC
From Round Prairie Lutheran Church Women*

WHEREAS, the Freeborn County Department of Human Services - Crime Victims Crisis Center directly serves those who have been victims of crime, domestic violence and sexual assault; and

WHEREAS, the Freeborn County Department of Human Services - Crime Victims Crisis Center plans events and campaigns bringing community awareness to the issues of crime, domestic violence and sexual assault; and

WHEREAS, the Emmons Lutheran Church – Women of the North American Lutheran Church has offered a donation to the Freeborn County Department of Human Services - Crime Victims Crisis Center in the amount of \$450 to be used for services provided by the CVCC; and

BE IT RESOLVED, that the Freeborn County Department of Human Services - Crime Victims Crisis Center accepts the donation in the amount of \$450 from the Round Prairie Lutheran Church Women to be used for services provided by the CVCC.

* * * * *

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 2nd day of January, 2024, and as it appears on the Minutes of their record of proceedings.

Ryan Rasmusson
County Administrator
County of Freeborn
State of Minnesota



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 01/02/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Suzi Nerison	DEPARTMENT: Human Services
PRESENTED BY: Suzi Nerison	ESTIMATED TIME NEEDED: 5 minutes
SUMMARY OF ISSUE/TOPIC: <p>Freeborn County Dept of Human Services (Medial Assistance Program) has received a donation in the amount of \$1000 from the Estate & Trust of Bernita Lundquist.</p> <p>A copy of the First Amendment to the Lundquist Family Trust, along with a letter from the Law Firm of Balson, Faix & McVey to beneficiaries serving as notice of the donation, was received by the Freeborn County Department of Human Services.</p> <p>The Minnesota Department of Human Services has confirmed no Medical Assistance claims exist for this Estate.</p> <p>Request to accept the donation in the amount of \$1000 for use towards administration of the Medical Assistance Program in Freeborn County.</p>	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Resolution to accept a donation of \$1000 from the Estate of Bernita Lundquist	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT <u>\$1000 donation</u> BUDGETED <input type="checkbox"/> Y <input checked="" type="checkbox"/> N MANDATED : <input type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

Freeborn County Board of Commissioners

RESOLUTION 24-XXX

Resolution to accept a \$1000 donation to the Freeborn County Department of Human Services (Medical Assistance Program) From the Estate & Trust of Bernita Lundquist

WHEREAS, the Freeborn County Department of Human Services determines eligibility and administers the Medical Assistance Program for eligible residents of Freeborn County; and

WHEREAS, the Freeborn County Department of Human Services follows Minnesota Statutes and Rules, along with guidelines from the Minnesota Department of Human Services, the US Department of Health & Human Services and the Center of Medicare and Medicaid Services in administering the Medical Assistance Program; and

WHEREAS, the Estate and Trust of Bernita Lundquist has specified a donation to the Freeborn County Department of Human Services (Medical Assistance Program) in the amount of \$1000;

WHEREAS, both the Freeborn County and the Minnesota Departments of Human Services have verified no claims exist for this Estate; therefore

BE IT RESOLVED, that the Freeborn County Department of Human Services accepts the donation in the amount of \$1000 from the Estate and Trust of Bernita Lundquist to be used towards administration of the Medical Assistance Program in Freeborn County.

* * * * *

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 2nd day of January, 2024, and as it appears on the Minutes of their record of proceedings.

Ryan Rasmusson
County Administrator
County of Freeborn
State of Minnesota

Freeborn County Board of Commissioners

RESOLUTION 24-XXX

Resolution renewing contract between the Freeborn County Department of Human Services and Serenity Services for Guardianship and Conservator services

WHEREAS, Freeborn County Department of Human Services has identified a need for Guardianship and Conservator services related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who have demonstrated deficits in behavior which evidence an inability to meet personal needs for medical care, nutrition, clothing, shelter, or safety, or concerning the person's estate or financial affairs and have demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs; and

WHEREAS, this is a mandated service under Minnesota Statute 524, article 5; and

WHEREAS, this vendor has satisfactorily provided these services to residents of Freeborn County under an existing contract; and

WHEREAS, the County wishes to continue to purchase such services from Serenity Services; therefore

BE IT RESOLVED that the Freeborn County Board of Commissioners approves the renewal of the Purchase of Service Agreement with Serenity Services to provide Guardianship and Conservator services for the period from January 1, 2024 to December 31, 2025.

* * * * *

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 2nd day of January, 2024, and as it appears on the Minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 01/02/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Suzi Nerison	DEPARTMENT: Human Services
PRESENTED BY: Suzi Nerison	ESTIMATED TIME NEEDED: 5 minutes
SUMMARY OF ISSUE/TOPIC: Renewal of existing contract with Unique Abilities, LLC for Guardian and Conservator services. This is a mandated service per Minnesota Statute. Freeborn County Department of Human Services shall renew contracted services with Unique Abilities, LLC to provide Guardianship and Conservator services for residents of Freeborn County for whom the Department refers. Residents utilizing this service include senior citizens, persons with mental illness and/or other disability or condition which results in a lack of sufficient understanding or capacity to make or communicate responsible personal decisions, and who have an inability to meet personal needs for medical care, nutrition, clothing, shelter, or safety. Unique Abilities, LLC is currently providing this service for residents of Freeborn County, and we have been satisfied with this partnership. Requesting a resolution to renew a purchase of service agreement for 2024 - 2025. *Amount budgeted for the service is \$120,600 for 2024. This amount is disbursed among all contracted providers of Guardianship and Conservator services.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Renewal of existing contract with Unique Abilities, LLC to provide Guardianship and Conservator services to residents of Freeborn County.	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input checked="" type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input checked="" type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: <u>DHS / MN Statute 524.5</u>	
Other comments: This is a contract renewal for an existing vendor providing a budgeted service.	

Freeborn County Board of Commissioners

RESOLUTION 24-XXX

Resolution renewing contract between the Freeborn County Department of Human Services and Unique Abilities, LLC for Guardianship and Conservator services

WHEREAS, Freeborn County Department of Human Services has identified a need for Guardianship and Conservator services related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who have demonstrated deficits in behavior which evidence an inability to meet personal needs for medical care, nutrition, clothing, shelter, or safety, or concerning the person's estate or financial affairs and have demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs; and

WHEREAS, this is a mandated service under Minnesota Statute 524, article 5; and

WHEREAS, this vendor has satisfactorily provided these services to residents of Freeborn County under an existing contract; and

WHEREAS, the County wishes to continue to purchase such services from Unique Abilities, LLC; therefore

BE IT RESOLVED that the Freeborn County Board of Commissioners approves the renewal of the Purchase of Service Agreement with Unique Abilities, LLC to provide Guardianship and Conservator services for the period from January 1, 2024 to December 31, 2025.

* * * * *

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 2nd day of January, 2024, and as it appears on the Minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota

Freeborn County Board of Commissioners

RESOLUTION 24-XXX

Resolution to approve the Purchase of Service Agreement between the Freeborn County Department of Human Services and Unique Abilities, LLC for Semi-Independent Living Services.

WHEREAS, Minnesota Statute mandates provision of services to children and adults meeting specific disability and/or vulnerability criteria in order to ensure health, safety and wellbeing; and

WHEREAS, the Freeborn County Department of Human Services is committed to providing quality services to meet the needs of the population of individuals with disabilities; and

WHEREAS, the Freeborn County Department of Human Services ensures person centered and client directed semi-independent living services in order to maintain quality of life for individuals with disabilities in their homes or in the least restrictive setting possible; and

WHEREAS, Unique Abilities, LLC is an approved vendor, according to Minnesota Statutes, of case management services to individuals with disabilities; and

WHEREAS, the Freeborn County Department of Human Services wishes to purchase specific services from Unique Abilities, LLC; therefore

BE IT RESOLVED, that the 2024-2025 Purchase of Service Agreement between the Freeborn County Dept. of Human Services and Unique Abilities, LLC is approved for provision of the semi-independent living services to residents of Freeborn County.

* * * * *

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 2nd day of January, 2024, and as it appears on the Minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota

Freeborn County Board of Commissioners

RESOLUTION 24-XXX

Resolution to approve the Purchase of Service Agreement between the Freeborn County Department of Human Services and REM Woodvale, Inc. for Semi-Independent Living Services.

WHEREAS, Minnesota Statute mandates provision of services to children and adults meeting specific disability and/or vulnerability criteria in order to ensure health, safety and wellbeing; and

WHEREAS, the Freeborn County Department of Human Services is committed to providing quality services to meet the needs of the population of individuals with disabilities; and

WHEREAS, the Freeborn County Department of Human Services ensures person centered and client directed semi-independent living services in order to maintain quality of life for individuals with disabilities in their homes or in the least restrictive setting possible; and

WHEREAS, REM Woodvale, Inc. is an approved vendor, according to Minnesota Statutes, of case management services to individuals with disabilities; and

WHEREAS, the Freeborn County Department of Human Services wishes to purchase specific services from REM Woodvale, Inc.; therefore

BE IT RESOLVED, that the 2024-2025 Purchase of Service Agreement between the Freeborn County Dept. of Human Services and REM Woodvale, Inc. is approved for provision of the semi-independent living services to residents of Freeborn County.

* * * * *

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 2nd day of January, 2024, and as it appears on the Minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota

Freeborn County Board of Commissioners

RESOLUTION 24-XXX

Resolution to approve the Purchase of Service Agreement between the Freeborn County Department of Human Services and Thomas Allen, Incorporated

WHEREAS, Minnesota Statute mandates provision of services to children and adults meeting specific disability and/or vulnerability criteria in order to ensure health, safety and wellbeing; and

WHEREAS, the Freeborn County Department of Human Services is committed to providing quality services to meet the needs of the population of individuals with disabilities; and

WHEREAS, the Freeborn County Department of Human Services ensures person centered and client directed case management services in order to maintain quality of life for individuals with disabilities in their homes or in the least restrictive setting possible; and

WHEREAS, Thomas Allen, Incorporated is an approved vendor, according to Minnesota Statutes, of contracted case management services to individuals with disabilities; and

WHEREAS, the Freeborn County Department of Human Services wishes to purchase specific services from Thomas Allen, Incorporated; therefore

BE IT RESOLVED, that the 2024-2025 Purchase of Service Agreement between the Freeborn County Department of Human Services and Thomas Allen, Incorporated is approved for provision of the case management services to identified eligible residents of Freeborn County.

* * * * *

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 2nd day of January, 2024, and as it appears on the Minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota

RESOLUTION 24-XXX

Resolution Establishing a Freeborn County Corrections Advisory Board

Whereas, Freeborn County Probation Services is formed under and follows the laws of statute 244.19 which establishes a County Probation Office (CPO) with a Director appointed by the District Judges, and;

Whereas, The County Board is tasked with issuing resolutions for certain Minnesota statutes, including under certain Correctional statutes, and;

Whereas, per MN Statute 401.08, county Probation Directors are required to assemble and maintain a corrections advisory board that will assist in formulating and carrying out a comprehensive plan for local correctional services to qualify for the subsidy program under 401.01, and;

Whereas, Freeborn County Probation Services receives an allotment of money from the Minnesota Department of Corrections by MN statute 401.10, and;

Whereas, the state aid that the County receives would be stopped if Freeborn County does not take this action, and;

Whereas, the County Board must issue a board resolution stating the following so as to establish the required language to continue our funding allotment;

Now, Therefore, Be It Resolved that the Freeborn County Board of Commissioners orders a local Freeborn County Corrections Advisory Board be assembled and established by the County Probation Director as per MN Statute 401.08.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 5th day of January, 2024, and as appears on the minutes of their record of proceedings.

Ryan Rasmussen
County Administrator/Clerk
County of Freeborn
State of Minnesota



FREEBORN COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: January 2, 2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Request Board direction
SUBMITTED BY: Ryan Rasmusson	DEPARTMENT: Administration
PRESENTED BY: Ryan Rasmusson	ESTIMATED TIME NEEDED: 5 minutes
SUMMARY OF ISSUE/TOPIC: As part of the organizational items at the first meeting of the Board each year, the Board assigns the members of the Board to various committees and boards. There is one new board to assign a commissioner to: Blue Earth - One Watershed One Plan. Within the packet is the 2023 assignments. My thought is that the Board shall keep the assignments the same for 2024 plus the addition of the new assignment for the Blue Earth One Watershed One Plan. With that said, if there are desired changes to the assignments, now is the time to make the changes. I have provided a resolution for the appointments. In penciled in Commissioner Eckstrom for the Blue Earth One Watershed One Plan.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS: None	
RECOMMENDED BOARD ACTION (MOTION/RESOLUTION): Approval of Resolution for the Board Appointments to Various Committees and Organizations	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input type="checkbox"/> N MANDATED: <input type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

RESOLUTION NO. 24-XXX
BOARD APPOINTMENTS TO VARIOUS COMMITTEES AND ORGANIZATIONS

WHEREAS, each year the Freeborn County Board of Commissioners must decide which of its members represents them on its various committees and to those organizations which require or desire their participation, and;

WHEREAS, the Rules of Procedure of the Freeborn County Board of Commissioners establishes several standing committees as well as the process for the establishment of temporary committee assignments;

NOW, THEREFORE, BE IT RESOLVED, that the following members of the Board of Commissioners are, hereby, assigned to the described committee until such assignment is changed by a subsequent action of this Board of Commissioners; to the:

Courthouse and Other County Property Committee
Commissioners Forman & Shoff

Freeborn County Special Board of Equalization
Commissioners

Wage & Benefit Committee
Chairman and Vice Chair

Extension Advisory Committee
Commissioner Kaasa; Eckstrom (alternate)

Freeborn/Mower Solid Waste Joint Powers Authority
Commissioner Eckstrom & Forman

One Watershed One Plan – Cedar River Watershed
Commissioner Kaasa

One Watershed One Plan – Le Sueur Watershed
Commissioner Eckstrom & Edwin (alternate)

One Watershed One Plan – **Blue Earth**
Commissioner Eckstrom

Investment Committee
Commissioner Shoff

Freeborn Co. Solid Waste Advisory Committee
Commissioners Eckstrom and Forman

Freeborn County Housing and Redevelopment Authority
All County Commissioners

State Community Health Services Advisory Committee (SCHSAC)
Commissioner Edwin, Public Health Director (alternate)

Freeborn County Planning Advisory Commission
Commissioner Forman & Eckstrom (alternate)

Southern Minnesota EMS Joint Powers Board
Commissioners Kaasa & Edwin (alternate)

Workforce Development, Inc Joint Powers Board
Commissioners Edwin & Kaasa (alternate)

Greater Blue Earth River Basin Alliance Joint Powers Board
Commissioner Eckstrom

MCIT Delegate
Commissioner Edwin

Shell Rock River Watershed IWIP
Commissioner Edwin & Eckstrom (alternate)

Greater Jobs Inc./ ALEDA
Commissioner Forman & Edwin (alternate)

SEMREX JPA
Commissioners Eckstrom and Forman

Multi County Solid Waste Advisory Committee
Commissioners Forman & Eckstrom (alternate)

CVCC/DIATP
Commissioners Kaasa

Mental Health Advisory Committee
Commissioners Shoff

SEMCAC
Commissioner Forman

Highway Department Advisory Committee
Commissioners Shoff & Edwin

Shell Rock River Watershed Common Cause Committee
Commissioners Forman

Albert Lea Housing and Redevelopment Authority Ex Officio Member
Vice Chairman,

Resource Sharing Committee with City of Albert Lea
Commissioners Edwin & Kaasa

South East Minnesota Emergency Communications Board
Commissioner Eckstrom & Edwin (alternate)

Rural Minnesota Energy Board
Commissioner Forman & Kaasa (alternate)

State Line Lake Advisory Committee
Commissioner Eckstrom

Freeborn County Fair Board
Commissioner Kaasa

AMC Policy Committees
Transportation – Shoff

Health & Human Services – Forman
Environment & Natural Resources – Eckstrom
General Government – Edwin
Public Safety – Kaasa

Freeborn County Trail Core Planning Team
Commissioner Eckstrom & Edwin (alternate)

Freeborn County Convention & Visitors Bureau Ex Officio Member
Commissioner Forman

Judicial Ditch #2 – Commissioner Edwin & Forman

Judicial Ditch #5 – Commissioner Kaasa & Forman

Judicial Ditch #6 – Commissioner Edwin & Forman

Judicial Ditch #8 – Commissioner Edwin, Forman & Eckstrom

Judicial Ditch #12 – Commissioner Forman & Shoff

Judicial Ditch #14 – Commissioner Edwin, Kaasa & Eckstrom

Judicial Ditch #17 – Commissioner Forman, Kaasa, Eckstrom

Judicial Ditch #23 – Commissioner Forman & Edwin

Judicial Ditch #26 – Commissioner Forman & Kaasa

Judicial Ditch #301 – Commissioner Edwin & Eckstrom

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

Commissioner Edwin offered the following resolution;

2023 Board Committee Assignments

Committee

1. Courthouse and Other County Property Committee

1. Commissioner Forman
2. Commissioner Shoff

2. Freeborn County Special Board of Equalization

1. Commissioner Forman
2. Commissioner Edwin
3. Commissioner Kaasa
4. Commissioner Eckstrom
5. Commissioner Shoff

3. Personnel Committee

1. Chair
2. Vice-Chair

4. Extension Advisory Committee

1. Commissioner Kaasa
2. Commissioner Eckstrom (Alternate)

5. Freeborn-Mower Solid Waste Joint Powers Authority

1. Commissioner Eckstrom
2. Commissioner Forman

6. One Watershed One Plan- Cedar River Watershed

1. Commissioner Kaasa

7. One Watershed One Plan- Le Seur Watershed

1. Commissioner Eckstrom
2. Commissioner Edwin (Alternate)

8. Investment Committee

AMC Policy Committees

Transportation- Commissioner Shoff
 Health & Human Services- Commissioner Forman
 Environment & Natural Resources- Commissioner Eckstrom
 General Government- Commissioner Edwin
 Public Safety- Commissioner Kaasa

Judicial Ditch #2-

1. Commissioner Edwin
2. Commissioner Forman

Judicial Ditch #5-

1. Commissioner Kaasa
2. Commissioner Forman

Judicial Ditch #6-

1. Commissioner Edwin
2. Commissioner Forman

Judicial Ditch #8-

1. Commissioner Edwin
2. Commissioner Forman
3. Commissioner Eckstrom

Judicial Ditch #12-

1. Commissioner Forman
2. Commissioner Shoff

Judicial Ditch #14-

1. Commissioner Edwin
2. Commissioner Kaasa
3. Commissioner Eckstrom

Judicial Ditch #17-

1. Commissioner Forman
2. Commissioner Kaasa
3. Commissioner Eckstrom

Judicial Ditch #23-

1. Commissioner Forman
2. Commissioner Edwin

Judicial Ditch #26-

1. Commissioner Forman
2. Commissioner Kaasa

1. Commissioner Shoff

Judicial Ditch # 301- 1. Commissioner Edwin
2. Commissioner Eckstrom

9. Freeborn County Solid Waste Advisory Committee

- 1. Commissioner Forman
- 2. Commissioner Eckstrom

10. Freeborn County Housing and Redevelopment Authority

- 1. Commissioner Forman
- 2. Commissioner Edwin
- 3. Commissioner Kaasa
- 4. Commissioner Eckstrom
- 5. Commissioner Shoff

11. State Community Health Services Advisory Board

- 1. Commissioner Edwin
- 2. Public Health Director (Alternate)

12. Freeborn County Planning Advisory Committee

- 1. Commissioner Forman
- 2. Commissioner Eckstrom (Alternate)

13. Southern Minnesota EMS Joint Powers Advisory Board

- 1. Commissioner Kaasa
- 2. Commissioner Edwin (Alternate)

14. Workforce Development Joint Powers Board

- 1. Commissioner Edwin
- 2. Commissioner Kaasa (Alternate)

15. Greater Blue Earth River Basin Alliance Joint Powers Board

- 1. Commissioner Eckstrom

17. MCIT Delegate

- 1. Commissioner Edwin

18. Shell Rock River Watershed 1W1P

- 1. Commissioner Edwin
- 2. Commissioner Eckstrom (Alternate)

20. Greater Jobs INC./ ALEDA

1. Commissioner Forman
2. Commissioner Edwin (Alternate)

21. SEMREX JPA

1. Commissioner Eckstrom
2. Commissioner Forman

22. Multi-County Solid Waste Advisory Committee

1. Commissioner Forman
2. Commissioner Eckstrom (Alternate)

23. CVCC/ DTAP

1. Commissioner Kaasa

24. Mental Health Advisory Committee

1. Commissioner Shoff

25. SEMCAC

1. Commissioner Forman

26. Highway Department Advisory Committee

1. Commissioner Shoff
2. Commissioner Edwin

27. Shell Rock River Watershed Common Cause Committee

1. Commissioner Forman

28. Albert Lea Housing and Redevelopment Authority Ex Officio Member

1. Vice-Chair
- 2.

29. Resource Sharing Committee with the City of Albert Lea

1. Commissioner Kaasa
2. Commissioner Edwin

31. South East Minnesota Energy Communications Board

1. Commissioner Eckstrom
2. Commissioner Edwin (Alternate)

32. Rural Minnesota Energy Board

1. Commissioner Forman
2. Commissioner Kaasa (Alternate)

33. State Line Lake Advisory Committee

1. Commissioner Eckstrom

34. Freeborn County Fair Board

1. Commissioner Kaasa

35. Freeborn County Trail Core Planning Committee

1. Commissioner Eckstrom
2. Commissioner Edwin (Alternate)

36. CVB- Ex-Officio Member

1. Commissioner Forman

37. Blue Earth 1W1P - NEW for 2024



FREEBORN COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: January 2, 2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Request Board direction
SUBMITTED BY: Ryan Rasmusson	DEPARTMENT: Administration
PRESENTED BY: Ryan Rasmusson	ESTIMATED TIME NEEDED: 5 minutes
SUMMARY OF ISSUE/TOPIC: The County Board of Commissioners shall annually appoint delegates to the Association of Minnesota Counties (AMC). Delegates shall be appointed from among the officials and employees of the county. Each delegate so appointed shall be eligible to vote at any meeting of the Association. Delegates that serve as members of the County Board may be elected to the Association's Board of Directors. We are entitled to a number of delegates equal to three more than the number of persons on the board of county commissioners. The resolution that I have presented would appoint the 5 commissioners, Administrator, Director of Human Services, and the Director of Public Works as the delegates. The ultimate decision is up to the Board as to whom to appoint.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS: None	
RECOMMENDED BOARD ACTION (MOTION/RESOLUTION): Approval of Resolution Appointing Delegates to the Association of Minnesota Counties for 2024	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input type="checkbox"/> N	
MANDATED: <input type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

RESOLUTION 24-XXX

**RESOLUTION APPOINTING DELEGATES TO THE ASSOCIATION OF MINNESOTA
COUNTIES FOR 2024**

WHEREAS, pursuant to Article 11, Section 1 of the Association of Minnesota Counties Bylaws, each member county shall be entitled to a number of delegates equal to three more than the number of persons on the board of county commissioners of the member county; and

WHEREAS, delegates shall be appointed annually by the county board from among the officials and employees of the county; and

WHEREAS, delegates that serve as members of the county board may be elected to the Association's Board of Directors;

NOW, THEREFORE BE IT RESOLVED that the Freeborn County Board of Commissioners hereby appoints the following officials and employees as delegates to the Association of Minnesota Counties for 2024:

Nichole Eckstrom, Commissioner
Brad Edwin, Commissioner
John Forman, Commissioner
Dawn Kaasa, Commissioner
Christopher Shoff, Commissioner
Ryan Rasmusson, Administrator
Suzanne Nerison, Director of Human Services
Phillip Wacholz, Director of Public Works

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 2nd day of January, 2024, and as it appears on the Minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota

RESOLUTION 24-XXX
Resolution Designating the Official Freeborn County Newspaper for 2024

WHEREAS, Minnesota Statute 331A.04 requires a DESIGNATION OF A NEWSPAPER FOR OFFICIAL PUBLICATIONS; and,

WHEREAS, the Albert Lea Tribune is the only newspaper that meets the requirements as set by Minnesota Statute 331A.04; and

WHEREAS, The Albert Lea Tribune has presented a proposal for rates for publication for the year 2024 including all legal and public notices; and,

WHEREAS, Minnesota Statute 331A.12 allows for the publication of public notices to be made on the County website in place of or in addition to publication in the official newspaper;

NOW, THEREFORE, BE IT RESOLVED that the Albert Lea Tribune is hereby designated as the official newspaper of Freeborn County; and

IT IS FURTHER RESOLVED, that public notices for the advertisement of transportation projects will be placed on the Freeborn County Public Works website in addition to being published in the Official Newspaper for the six months following the execution of this instrument and exclusively on the Freeborn County Public Works website thereafter.

* * * * *

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 2nd of January, 2024 and as appears on the Minutes of their record of proceedings.

Ryan Rasmussen
County Administrator
County of Freeborn
State of Minnesota

Albert Lea Newspapers, Inc.
Albert Lea Tribune
808 West Front Street
Albert Lea, MN 56007
(507) 379-3420 Fax (507)-0333
e-mail: Crystal.Miller@AlbertLeaTribune.com

December 12, 2023

Office of the Administrator
And County Commissioners
411 S. Broadway Ave.
Albert Lea, MN 56007

Dear Administrator and Commissioners,

Thank you for the opportunity to bid for the "Official Newspaper" for 2024. If selected, the Albert Lea Tribune will hold rates for 2024 and publish Freeborn County public notices at a rate of \$10.69 per column inch for display ads and a rate of \$.43 per word for public notice line ads. The Albert Lea Tribune plans to continue a twice weekly publication frequency in 2024. At the Albert Lea Tribune, we appreciate your continued support and look forward to serving our County for the 2024 notices.

6 Column width = 9 picas and 4.5 points or 1.5625 inches
8.5 point type
8.5 point header
10.5 leading
6.75 lines per vertical inch

abcdefghijklmnopqrstuvwxy - lower case 8pt.

Rate per Standard Advertising Unit (S.A.U) column inch for Freeborn County is \$10.69 pci and \$.43 per word.

If you have any questions or concerns please feel free to contact me at 507-473-4396.

Sincerely,



Crystal Miller
President and Publisher



FREEBORN COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: January 2, 2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Request Board direction
SUBMITTED BY: Ryan Rasmusson	DEPARTMENT: Administration
PRESENTED BY: Ryan Rasmusson	ESTIMATED TIME NEEDED: 5 minutes
SUMMARY OF ISSUE/TOPIC: Cody Fox has been providing contracted drainage inspection services to the County since 2019. The contract before you are for a 1-year term from January 1, 2024 through December 31, 2024. The 2024 contract includes a 3% increase in the compensation rate. I am asking for a resolution to approve the agreement for provision of services with Cody Fox for drainage inspector services.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS: 	
RECOMMENDED BOARD ACTION (MOTION/RESOLUTION): Resolution approving an Agreement for Provision of Services Between Freeborn County and Cody Fox	
Fiscal Impact: <input checked="" type="checkbox"/> COST AMOUNT _____ BUDGETED <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
MANDATED: <input type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

RESOLUTION 24-XXX

AGREEMENT FOR PROVISION OF SERVICES

Between Freeborn County and Cody Fox
Effective January 1, 2024

This agreement made and entered into by and between Freeborn County, a body politic and corporate, under the laws of the state of Minnesota, hereinafter referred to as "COUNTY" and Cody Fox, hereinafter referred to as "INSPECTOR"

1. PURPOSE AND INTRODUCTION

The purpose of this agreement is to define the rights and obligations of the COUNTY and INSPECTOR in respect to the delivery of County Drainage inspection services as identified and required through MN Statute 103E

2. INSPECTOR DUTIES AND RESPONSIBILITIES

Through this agreement, INSPECTOR shall provide specific services to COUNTY. INSPECTOR works under the direction of County Administration with financial requirements to be supervised by the Auditor/Treasurer as specified in MS 103E. The County Administrator will ensure INSPECTOR fulfills responsibilities in a timely and professional manner. Responsibilities are as follows:

- a. Program obligations as per MN Statutes 103E Drainage.
- b. Hours of work performed shall be at the discretion of the INSPECTOR to ensure all work is completed in a timely fashion.
- c. Assist contractors with projects.
- d. INSPECTOR will assist in preparing a budget with the County Auditor as part of the COUNTY budget process each year.
- e. Update/coordinate with landowners on projects.
- f. Conduct project inspections during and after construction.
- g. Solicit quotes or estimates on projects.
- h. Make recommendations as to vary ditch repairs to the County Drainage Authority as required.
- i. Upkeep maintenance and financial records on projects in County provided drainage software program on a week basis
- j. Coordinate with County GIS and IT staff as requested
- k. Gather and compile needed data for projects.
- l. Inspect for unauthorized drainage practices including buffer law violations under MS 103E.
- m. Conduct system inspections.

3. COMPENSATION

- a. COUNTY agrees to compensate INSPECTOR as required by 103E.065 at the rate of \$47,740.50 (Forty-seven Thousand Seven Hundred Forty Dollars and 50/100ths) annually, being paid at a rate of \$3,978.35 (Three Thousand Nine Hundred Seventy-eight Dollars and 35/100ths) per month. Distribution will take place on the Friday following the first regularly scheduled board meeting each month.

- b. INSPECTOR acknowledges that services performed under this agreement will be done using INSPECTOR's own personal equipment and vehicle at INSPECTOR's own home or place of business. This may include but is not limited to: smart phone, tablet, cellular data, laptop, vehicle, trailer, UTV/ATV.
- c. INSPECTOR shall track time as directed per the COUNTY provided format and submit to COUNTY AUDITOR for recordkeeping purposes only. Records will include accurate description of services performed on each ditch system. Records are due to the Auditor-Treasurer by 5PM on the last day of each month.
- d. Records will be reviewed and approved by COUNTY. COUNTY shall have no obligation to make any payments until such time, COUNTY accepts INSPECTOR's performance issatisfactory

4. RELATIONSHIP

- a. The parties understand and agree INSPECTOR is an independent contractor and not an employee, agent, or servant of COUNTY, nor is INSPECTOR entitled to COUNTY employee benefits. INSPECTOR understands and agrees INSPECTOR is not entitled to worker's compensation benefits and INSPECTOR is obligated to pay federal and state income tax on any moneys earned pursuant to this contract.
- b. INSPECTOR will not receive benefits of any kind from COUNTY.
- c. COUNTY shall make no state or federal unemployment compensation payments on behalf of INSPECTOR. INSPECTOR will not be entitled to these benefits in connection with work performed under this agreement.
- d. INSPECTOR does not have authority to act for COUNTY, or to bind COUNTY in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the COUNTY.
- e. INSPECTOR has no designated COUNTY signing authority, except updating descriptions or status of repairs.
- f. INSPECTOR is not required to provide services exclusively to COUNTY during the term of this agreement.
- g. COUNTY shall coordinate and provide information to INSPECTOR in regard to COUNTY programs being administered through this agreement.
- h. INSPECTOR shall comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of services.
- i. INSPECTOR warrants that all services provided will be of good quality, in conformance with the highest standards of the profession.
- j. This agreement is for services specific to INSPECTOR's abilities and knowledge, and INSPECTOR shall not assign duties and responsibilities in whole or in part to a third party or subcontractor.
- k. Either party shall meet with the other upon request to review COUNTY programs and the performance of services of both parties under the agreement.

5. WORK PRODUCT

- a. Any data, reports, documents, or information provided by COUNTY to INSPECTOR during the performance of services under this agreement shall be and remain the sole property of COUNTY.
- b. INSPECTOR shall return or provide to COUNTY such documents, etc. by the completion date of this agreement.

6. INDEMNIFICATION AND INSURANCE

- a. All services are performed at the sole risk of INSPECTOR and INSPECTOR shall take all precautions necessary for proper performance.
- b. INSPECTOR shall indemnify and hold harmless COUNTY from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the INSPECTOR or otherwise arising out of the performance of services by INSPECTOR.
- c. No later than seven days after execution of this Agreement, INSPECTOR shall provide COUNTY with certificates of insurance evidencing the types and amounts of insurance specified below:
 - i. Standard Worker's Compensation as required by law.
 - ii. A total of \$1,500,000 of liability insurance coverage between the following categories: general, automobile, and umbrella for the performance of services. INSPECTOR shall carry insurance, written on the comprehensive automobile form insuring automobiles with limits of not less than \$100,000 (bodily injury), \$300,000 (each accident), and \$50,000 (property damage).
 - iii. The inspector shall insure any ATV/UTV they use for purposes of engaging in the services anticipated by this contract.
- d. Insurance coverage shall not be reduced or cancelled without COUNTY written approval. Reduction or cancellation, or failure to obtain insurance coverage without COUNTY written approval shall constitute a breach of agreement and shall automatically terminate the agreement.
- e. This agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceedings against the COUNTY or INSPECTOR for any term contained in this agreement.

7. CONTRACT

- a. **Amendment.** This agreement may be amended at any time only with the written consent of both parties.
- b. **Change Order.** COUNTY may order changes in the duties and responsibilities, consisting of additions, deletions, or modifications. All changes shall be authorized by a written Change Order designating the work to be added, changed, or deleted, the increase or decrease in costs, or any change in time. INSPECTOR and COUNTY shall sign the change order.
- c. **Severability.** In the event any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- d. **Termination.**
 - i. INSPECTOR may terminate this agreement at any time by giving COUNTY written notice of not less than 60 days.
 - ii. COUNTY may terminate this agreement at any time with or without cause in the event the INSPECTOR fails to produce a result that meets the specifications of this agreement.
 - iii. Payment pursuant to this agreement is subject and contingent upon the continuing availability of COUNTY funds. If funds become unavailable, COUNTY may immediately terminate this agreement or amend accordingly.

- iv. In the event of termination, payments will be made to INSPECTOR for all work performed up to the date of termination.
- e. **Governing Law.** This agreement shall be governed by the laws of the State of Minnesota.
- f. **Interpretation.** The validity, interpretation and effect of this agreement shall be determined under Minnesota law. All actions arising directly or indirectly as a result or in consequence of this agreement shall be instituted and litigated only in courts having situs in Freeborn County, Minnesota. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.
- g. **Length of Contract.** This contract effective January 1, 2024 thru December 31, 2024.
- h. **Appointment.** Appointment for the delivery of contracted county ditch inspection services will be made annually at the final regularly scheduled board meeting of the Freeborn County Board of Commissioners.
- i. **Notification.** All notices to COUNTY shall be addressed to the Freeborn County Administration, 411 S. Broadway, Albert Lea, MN 56007. All notices to INSPECTOR shall be addressed to Cody Fox, Freeborn County Ditch Inspector.

Dated: _____

X _____
County Administrator

Dated: _____

X _____
County Auditor

Dated: _____

X _____
Chair, Drainage Authority

Dated: _____

X _____
Drainage Inspector

RESOLUTION 24- XXX

AGREEMENT FOR PROVISION OF SERVICES

Between Freeborn County and Dave Claussen

Effective January 1, 2024

This agreement made and entered into by and between Freeborn County, a body politic and corporate, under the laws of the state of Minnesota, hereinafter referred to as "COUNTY" and Dave Claussen, hereinafter referred to as "INSPECTOR"

1. PURPOSE AND INTRODUCTION

The purpose of this agreement is to define the rights and obligations of the COUNTY and INSPECTOR in respect to the delivery of County Drainage inspection services as identified and required through MN Statute 103E

2. INSPECTOR DUTIES AND RESPONSIBILITIES

Through this agreement, INSPECTOR shall provide specific services to COUNTY. INSPECTOR works under the direction of County Administration with financial requirements to be supervised by the Auditor/Treasurer as specified in MS 103E. The County Administrator will ensure INSPECTOR fulfills responsibilities in a timely and professional manner. Responsibilities are as follows:

- a. Program obligations as per MN Statutes 103E Drainage.
- b. Hours of work performed shall be at the discretion of the INSPECTOR to ensure all work is completed in a timely fashion.
- c. Assist contractors with projects.
- d. INSPECTOR will assist in preparing a budget with the County Auditor as part of the COUNTY budget process each year.
- e. Update/coordinate with landowners on projects.
- f. Conduct project inspections during and after construction.
- g. Solicit quotes or estimates on projects.
- h. Make recommendations as to vary ditch repairs to the County Drainage Authority as required.
- i. Upkeep maintenance and financial records on projects in County provided drainage software program on a week basis
- j. Coordinate with County GIS and IT staff as requested
- k. Gather and compile needed data for projects.
- l. Inspect for unauthorized drainage practices including buffer law violations under MS 103E.
- m. Conduct system inspections.

3. COMPENSATION

- a. COUNTY agrees to compensate INSPECTOR as required by 103E.065 at the rate of \$37,131.50 (Thirty-seven Thousand One Hundred Thirty-one Dollars and 50/100ths) annually, being paid at a rate of \$3,094.29 (Three Thousand Ninety-four Dollars and 29/100ths) per month. Distribution will take place on the Friday following the first regularly scheduled board meeting each month.

- b. INSPECTOR acknowledges that services performed under this agreement will be done using INSPECTOR's own personal equipment and vehicle at INSPECTOR's own home or place of business. This may include but is not limited to: smart phone, tablet, cellular data, laptop, vehicle, trailer, UTV/ATV.
- c. INSPECTOR shall track time as directed per the COUNTY provided format and submit to COUNTY AUDITOR for recordkeeping purposes only. Records will include accurate description of services performed on each ditch system. Records are due to the Auditor-Treasurer by 5PM on the last day of each month.
- d. Records will be reviewed and approved by COUNTY. COUNTY shall have no obligation to make any payments until such time, COUNTY accepts INSPECTOR's performance is satisfactory

4. RELATIONSHIP

- a. The parties understand and agree INSPECTOR is an independent contractor and not an employee, agent, or servant of COUNTY, nor is INSPECTOR entitled to COUNTY employee benefits. INSPECTOR understands and agrees INSPECTOR is not entitled to worker's compensation benefits and INSPECTOR is obligated to pay federal and state income tax on any moneys earned pursuant to this contract.
- b. INSPECTOR will not receive benefits of any kind from COUNTY.
- c. COUNTY shall make no state or federal unemployment compensation payments on behalf of INSPECTOR. INSPECTOR will not be entitled to these benefits in connection with work performed under this agreement.
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- e. INSPECTOR has no designated COUNTY signing authority, except updating descriptions or status of repairs.
- f. INSPECTOR is not required to provide services exclusively to COUNTY during the term of this agreement.
- g. COUNTY shall coordinate and provide information to INSPECTOR in regard to COUNTY programs being administered through this agreement.
- h. INSPECTOR shall comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of services.
- i. INSPECTOR warrants that all services provided will be of good quality, in conformance with the highest standards of the profession.
- j. This agreement is for services specific to INSPECTOR's abilities and knowledge, and INSPECTOR shall not assign duties and responsibilities in whole or in part to a third party or subcontractor.
- k. Either party shall meet with the other upon request to review COUNTY programs and the performance of services of both parties under the agreement.

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- a. Any data, reports, documents, or information provided by COUNTY to INSPECTOR during the performance of services under this agreement shall be and remain the sole property of COUNTY.
- b. INSPECTOR shall return or provide to COUNTY such documents, etc. by the completion date of this agreement.

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- a. All services are performed at the sole risk of INSPECTOR and INSPECTOR shall take all precautions necessary for proper performance.
- b. INSPECTOR shall indemnify and hold harmless COUNTY from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the INSPECTOR or otherwise arising out of the performance of services by INSPECTOR.
- c. No later than seven days after execution of this Agreement, INSPECTOR shall provide COUNTY with certificates of insurance evidencing the types and amounts of insurance specified below:
 - i. Standard Worker's Compensation as required by law.
 - ii. A total of \$1,500,000 of liability insurance coverage between the following categories: general, automobile, and umbrella for the performance of services. INSPECTOR shall carry insurance, written on the comprehensive automobile form insuring automobiles with limits of not less than \$100,000 (bodily injury), \$300,000 (each accident), and \$50,000 (property damage).
 - iii. The inspector shall insure any ATV/UTV they use for purposes of engaging in the services anticipated by this contract.
- d. Insurance coverage shall not be reduced or cancelled without COUNTY written approval. Reduction or cancellation, or failure to obtain insurance coverage without COUNTY written approval shall constitute a breach of agreement and shall automatically terminate the agreement.
- e. This agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceedings against the COUNTY or INSPECTOR for any term contained in this agreement.

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- f. **Interpretation.** The validity, interpretation and effect of this agreement shall be determined under Minnesota law. All actions arising directly or indirectly as a result or in consequence of this agreement shall be instituted and litigated only in courts having situs in Freeborn County, Minnesota. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.
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- i. **Notification.** All notices to COUNTY shall be addressed to the Freeborn County Administration, 411 S. Broadway, Albert Lea, MN 56007. All notices to INSPECTOR shall be addressed to Dave Claussen, Freeborn County Ditch Inspector, 11945 760th Ave, Glenville, MN 56036.

Dated: _____

X _____
County Administrator

Dated: _____

X _____
County Auditor

Dated: _____

X _____
Chair, Drainage Authority

Dated: _____

X _____
Drainage Inspector