

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

**January 16, 2024**

Notice is hereby given that the Board of Commissioners of the County of Freeborn will meet in session on Tuesday, January 16, 2024 at 8:30 a.m. in the Boardroom at the Freeborn County Government Center and live streamed at [www.co.freeborn.mn.us](http://www.co.freeborn.mn.us)

1. Pledge of Allegiance.
2. Approval of Meeting Agenda.
3. 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 January 2<sup>nd</sup>, 2024 Board Meeting.
  - Approval of Regular Full-Time Status Employees
  - Approval of Drainage Ditch Repairs
4. Reports of the Board Committees.
5. New Business.
6. 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.*
7. Reports of Various Departments.
  - A. Report of Public Health
    - Consider a resolution to write-off an uncollectable account
  - B. Report of Auditor-Treasurer
    - Consider a resolution placing a PACE special assessment on parcel 34.007.5560
    - Consider a resolution authorizing loans from the General Fund to Ditches with shortages for 2023
    - Consider a resolution and order to file lien and record County Ditch J21 Repair
    - Consider a resolution and order to file lien and record County Ditch J21 Improvement
    - Consider a resolution to Loan from General Fund to County Ditch J21 Repair
    - Consider a resolution to Loan from General Fund to County Ditch J21 Improvement
    - Consider a resolution of intent to reimburse expenditures – County Ditch J21 Repair
    - Consider a resolution of intent to reimburse expenditures – County Ditch J21 Improvement
    - Consider a resolution of the Petition for Partial Abandonment of County Ditch No. 49, Lateral B-1
    - Consider a resolution setting a public hearing for County Ditch No. 49 – Lateral B-1.
  - C. Report of Highway
    - Consider a resolution to approve the Five-Year Bridge Plan

- Consider a resolution authorizing sponsorship of the City of Geneva's 2024 Active Transportation Program Application

D. Report of Sheriff's Office

- Consider a resolution to accept the donation of quilts from Glenville High School
- Consider a resolution to accept the donation of \$100 from a Freeborn County citizen
- Consider a resolution to accept the grant of \$5,000 from Enbridge, Inc.
- Consider a resolution accept a \$10 donation from a Freeborn County citizen

E. Report of Human Services

- Consider a resolution to approve the 2024 Purchase of Service Agreement between Freeborn County Human Services and SCCBI for Psychiatric Services
- Consider a resolution to approve the 2024 Purchase of Service Agreement between Freeborn County Human Services and Brian Vold

F. Report of County Administrator

- Consider a resolution accepting the resignation of Robin Evenson, Veteran's Service Benefit Specialist, effective March 31<sup>st</sup>, 2024
- Consider a resolution to fill the vacant Veteran's Service Benefit Specialist position

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

9. County Commissioner's item.

10. Approval of Claims.

11. 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**  
**January 2nd, 2024**

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, January 2nd, 2024. Members present: Commissioners Forman, Edwin, Kaasa, Shoff and Eckstrom.

The meeting was opened with the Pledge of Allegiance.

The County Administrator opened the meeting and requested nominations for the Freeborn County Board of Commissioners Chair-person in 2024.

Commissioner Chris Shoff nominated Commissioner Brad Edwin as Board Chairperson and Commissioner Nicole Eckstrom seconded the nomination. Commissioner Dawn Kaasa nominated Commissioner Chris Shoff as Board Chairperson. After discussion, Commissioner Chris Shoff withdrew from the nomination. The County Administrator asked if there were any other nominations, hearing none, the clerk called the roll to elect Commissioner Edwin as the Freeborn County Board Chair. Commissioners Forman, Kaasa, Eckstrom and Shoff voting yay, and Commissioner Edwin abstaining from the vote.

The Chair, Commissioner Edwin continued the meeting and requested nominations to elect the Freeborn County Board of Commissioners Vice-Chairperson. Commissioner Kaasa nominated Commissioner John Forman as Vice-Chair. The Chair asked for any other nominations and Commissioner Nicole Eckstrom was nominated by the Chair. Commissioner Eckstrom withdrew from the nomination for Vice-Chair. The chair asked if there were any other nominations, hearing none, the clerk called the roll to elect Commissioner Forman as Vice-Chair

Commissioner Forman offered the following motion;

**MOVED**, approving the agenda as presented, with the removal of item C. Report of Probation.

Motion seconded by Commissioner Shoff.

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

Commissioner Shoff offered the following resolution;

**RESOLUTION 24-001**  
**Establishing Parliamentary Authority**

**RESOLVED**, to adopt Robert's Rules of Order Newly Revised 12<sup>th</sup> Edition, as the Parliamentary Authority of Order for 2024.

Resolution seconded by Commissioner Eckstrom.

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

Commissioner Forman offered the following resolution;

**RESOLUTION No. 24-002**  
**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 December 19<sup>th</sup> & December 28<sup>th</sup>, 2023 minutes;
- 2) Approval of Regular Full-Time Status Employees;
- 3) Approval of Drainage Repairs

Resolution seconded by Commissioner Eckstrom.  
 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 Shoff offered the following resolution;

**RESOLUTION No. 24-003**  
**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.

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

Commissioner Forman offered the following resolution;

**RESOLUTION No. 24-004**  
**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 Damage Rate Bean	208.0 bushels @ \$4.63 = \$963 per acre
Damage Rate	59.6 bushels @ \$12.23 = \$729 per acre

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

Commissioner Eckstrom offered the following resolution:

**RESOLUTION No. 24-005**  
**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

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:

STATE OF MINNESOTA  
  
COUNTY OF FREEBORN  
MINNESOTA

BEFORE THE BOARD OF  
COUNTY COMMISSIONERS OF  
FREEBORN COUNTY,

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

**RESOLUTION NO. 24-006**

**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 <u>  X  </u>	AGAINST _____
Kaasa	FOR <u>  X  </u>	AGAINST _____
Forman	FOR <u>  X  </u>	AGAINST _____
Shoff	FOR <u>  X  </u>	AGAINST _____
Eckstrom	FOR <u>  X  </u>	AGAINST _____

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

Commissioner Shoff offered the following resolution:

**RESOLUTION 24-007  
 BANKS DOING BUSINESS**

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.

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

Commissioner Kaasa offered the following resolution:

**RESOLUTION 24-008**

**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:

		<b>Custodian #1</b>	<b>Custodian #2</b>	<b>Custodian #3</b>
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 Looock

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.

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 24-009**  
*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 Round Prairie Lutheran Church Women have 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.

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

Commissioner Forman offered the following resolution:

**RESOLUTION 24-010**  
*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 Medial 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 Medial 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.

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 24-011**

***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.

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 24-012**

***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.

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

Commissioner Forman offered the following resolution:

**RESOLUTION 24-013**

***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.

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 24-014**

***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.

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 24-015**

***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.

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

Commissioner Kaasa offered the following resolution:

**RESOLUTION NO. 24-016**

**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 1WIP  
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 was seconded by Commissioner Eckstrom.

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

Commissioner Forman offered the following:

**RESOLUTION 24-017**

**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:

Nicole 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

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 24-018  
SETTING 2024 BOARD MEETING DATES AND TIMES**

**RESOLVED**, setting 2024 board meetings at 8:30am on the first and third Tuesday of each month.

Resolution was seconded by Commissioner Shoff

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

Commissioner Forman offered the following resolution:

**RESOLUTION 24-019  
SETTING 2024 WORKSHOP DATES AND TIMES**

**RESOLVED**, setting 2024 Workshop dates at 8:30am on the second Tuesday of each month.

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 24-020**  
**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.

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 24-021**  
**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 as 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.
- 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.

Resolution was seconded by Commissioner Forman.

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

Commissioner Kaasa offered the following resolution:

**RESOLUTION 24- 022**  
**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 weekbasis
- 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 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 Dave Claussen, Freeborn County Ditch Inspector, 11945 760<sup>th</sup> Ave, Glenville, MN 56036.

Resolution was seconded by Commissioner Eckstrom.

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

Chair Brad Edwin asked to take a short recess prior to the Public Hearing regarding County Ditch J21, Branch A and resume the meeting at 9:15 a.m.

Chair Brad Edwin opened the Public Hearing at approximately 9:15 a.m. regarding County Ditch J21, Branch A improvement construction contract acceptance hearing.

The purpose of this hearing is to consider if the contract for construction of the improvement to County Ditch J21, Branch A is completed in accordance to the plans and specifications pursuant to MN Statute 103E.555.

**AGENDA**  
**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

Francis Pfeffer addressed the Board and asked how the assessment payments would be spread out and what the options are for paying for those inside that district affected by this.

Once the final numbers are established the Interim Auditor-Treasurer will be able to get a better on what that is but because of the amount at, it was looked at to spread it over 12 years.

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

Commissioner Forman offered the following motion;

**MOVED**, to adopt the acceptance order as presented by staff and modified at todays hearing.

Motion was seconded by Commissioner Eckstrom.

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

The meeting was called to order by Chairman Edwin at approximately 9:33 a.m.

Commissioner Shoff offered the following resolution:

**RESOLUTION No. 24-023**

**Approval of Claims**

**RESOLVED**, that the following claims be allowed and paid on or before January 5<sup>th</sup>, 2024.

<u>FUND</u>	<u>NAME</u>	<u>AMOUNT</u>
<b>01</b>	General Fund	\$ 205,057.85
<b>03</b>	County Road & Bridge	\$ 40,141.83
<b>05</b>	Human Services	\$ 116,268.04
<b>06</b>	Public Health	\$ 58,876.29
<b>40</b>	County Ditch	\$ 1,131.79
	<b>FUND TOTALS</b>	<b>\$ 421,475.80</b>

Number of Claims not exceeding \$300 – 7

Dollar amount of claims not exceeding \$300 – \$1,070.36

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 9:40 a.m. until 8:30 a.m. on Tuesday, January 16<sup>th</sup>, 2024.

By: \_\_\_\_\_  
Brad Edwin  
Chair

Attest: \_\_\_\_\_  
Erin Hornberger  
County Clerk

## Employees Recommended for Regular Status - 1.16.24

<u>Employee Name</u>	<u>Department</u>	<u>Job Title</u>	<u>Status</u>
Evie Cunningham	DHS	Human Service Technician	Transfer
Luke Loverink	Highway	Highway Maintenance Worker	Promoted
Joe Johnson	Sheriff's Office	Detention Deputy	Transfer

**DRAINAGE REPAIR APPROVAL**

Drainage Authority Meeting Date: 01/16/2024

System	Repair #	Twp	Sec	Landowner	Problem/Proposed Work	Contractor	Contractor Estimate
CD68	24-001	Pickerel Lake	15	DENNIS R SCHMIDT FAMILY TR	Remove tree that fell into ditch and buffer strip.	Krueger Excavating of Albert Lea	500.00
CD81	23-152	Bath	26	SHANE G CHRISTENSEN &	Beaver dam	TR Excavation and Hauling	1000.00



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 01/16/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Sue Yost	<b>DEPARTMENT:</b> Public Health
<b>PRESENTED BY:</b> Sue Yost	<b>ESTIMATED TIME NEEDED:</b> <5 min
<b>SUMMARY OF ISSUE/TOPIC:</b> Freeborn County Public Health is requesting to write off an uncollectable account of a past client. The client passed away on 12/10/2020. We have taken action to attempt to collect the account. We have not had success. The amount that we are requesting to write off is \$25.46.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Consider a resolution to write off an uncollectable account.	
<b>Fiscal Impact:</b> <input checked="" type="checkbox"/> COST AMOUNT \$25 _____ <b>BUDGETED</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <b>MANDATED :</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <b>BY WHAT AGENCY:</b> _____	
<b>Other comments:</b>	

## RESOLUTION 24-XXX

### Resolution to Write Off an Uncollectable Account

**Whereas**, Freeborn County Community Health Board will write off an uncollectable account;

**Whereas**, Minnesota Statute 145A.14 allows for the Community Health Boards to use their local public health grant funds and tax levy to address the areas of public health responsibility;

**Whereas**, Freeborn County is requesting to write off an uncollectable account for a past client. The client passed away on 12/10/2020. We have acted to attempt to collect the account. We have not had success. The amount that we are requesting to write off is \$25.46;

**Now, Therefore, Be It Resolved** that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby write off an uncollectable account.

\*\*\*\*\*

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 16<sup>th</sup> day of January, 2024, and as appears on the minutes of their record of proceedings.

---

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: 11/07/2023	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Kelly D. Hendrickson	<b>DEPARTMENT:</b> Auditor-Treasurer
<b>PRESENTED BY:</b> Kelly D. Hendrickson	<b>ESTIMATED TIME NEEDED:</b> <5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Consider a resolution placing a PACE special assessment on parcel 34.007.5560.  The board has a joint powers agreement with Rural Minnesota Energy Board for this purpose.  This request is from 411 1st LLC, 411 1st Ave S., Albert Lea, MN for an assessment beginning with the 2024 payable year of \$99,789.00 over 10 years at an interest rate of 3%.  MN Statute 216C.436 and 429.101 Definitions: Commerical Pace Loan Program is included.  More information may be found at: <a href="http://www.rmeb.org/pace.htm">http://www.rmeb.org/pace.htm</a>	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Approve	
<b>Fiscal Impact:</b> <input type="checkbox"/> COST    AMOUNT <u>99,789.00</u> <b>BUDGETED</b> <input type="checkbox"/> Y <input type="checkbox"/> N	
<b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> <u>JPA with Rural Minnesota Energy Board</u>	
<b>Other comments:</b>	

**RESOLUTION No. 24-XXX**  
**Placing a Property Assessed Clean Energy (PACE) special assessment**  
**on Freeborn County Parcel 34.007.5560 in the amount of \$99,789.00**

**WHEREAS** Freeborn County is a public entity within the State of Minnesota; and

**WHEREAS** the County of Freeborn, Minnesota has entered into a Joint Powers Agreement (JPA) with the Rural Minnesota Energy Board to administer and implement the PACE program in Freeborn County, and

**WHEREAS**, As the administrator of PACE for Freeborn County, Rural Minnesota Energy Board has reviewed this assessment and it has determined that the project property located at:

Owner: 411 1<sup>st</sup> LLC  
Parcel ID: 34.007.5560  
Amount assessed: \$99,789.00  
Interest rate: 3.00%  
Term: 10 years

conforms with the Minnesota PACE statutes. Interest, at a rate of 3%, will start to accrue on January 17, 2023. The assessment will amortize over a 10-year term, beginning in 2024. A PACE application requesting this assessment from the property owner is attached to this resolution,

NOW, THEREFORE, BE IT RESOLVED, that the Freeborn County Board Freeborn approves the placing of Property Assessed Clean Energy (PACE) special assessment on the above listed parcel as requested by the property owner.

---

Brad Edwin, Board Chair  
County of Freeborn  
State of Minnesota

kdh



Cottonwood | Jackson | Lincoln | Lyon | Murray | Nobles | Pipestone | Redwood | Rock

November 6, 2023

AUDITOR-TREASURER  
FREEBORN COUNTY  
PO Box 1147  
Albert Lea, MN 56007

RE: Special Tax Assessment for Thomas Elbert  
(411 1<sup>st</sup> LLC location)  
Parcel # 34-007-5560

Dear Auditor/Treasurer:

This letter serves as a reminder there is a special tax assessment on the property (description attached). This assessment would fall under #21: to assess affected property owners for repayment of voluntary energy improvement financing.

Attached are the following:

- PACE RLF Assessment Contract and Implementation Agreement
- Amortization Schedule

Bi-annual payments should be sent to: Southwest Regional Development Commission, 2401 Broadway Avenue, Slayton, MN 56172.

Should you have questions, please feel free to contact me at 507-836-1638 or via e-mail at [robin@swrdc.org](mailto:robin@swrdc.org).

Sincerely,

Robin Weis  
Deputy Director

/Attachments



2401 Broadway Ave, Suite 1  
Slayton, MN 56172



P: 507-836-8547  
F: 507-836-8866



swrdc.org  
srdc@swrdc.org

# RURAL MINNESOTA ENERGY BOARD

Blue Earth    Brown    Cottonwood    Faribault    Freeborn  
Jackson    Lincoln    Lyon    Martin    Mower  
Murray    Nicollet    Nobles    Pipestone    Renville  
Redwood    Rock    Watonwan

Gene Metz, Chair  
Mic VanDeVere, Secretary

Tom Appel, Vice Chair  
Dan Wildermuth, Treasurer

2401 Broadway Ave Suite 1, Slayton, MN 56172  
Phone 507-836-1642 FAX 507-836-8866

Email: [jasonw@swrdc.org](mailto:jasonw@swrdc.org) website: <http://www.rmeb.org>

**COPY**

## PACE RLF ASSESSMENT CONTRACT AND IMPLEMENTATION AGREEMENT

Date: January 17, 2023

Amount of Assessment: \$99,789

Interest Rate: Three Percent (3%)

Grantor: 411 1st LLC



Grantor, for good and valuable consideration, grants and conveys to the Rural Minnesota Energy Board, a joint powers board created by a joint powers agreement between the Counties of Blue Earth, Brown, Cottonwood, Faribault, Freeborn, Jackson, Lincoln, Lyon, Martin, Mower, Murray, Nicollet, Nobles, Pipestone, Redwood, Renville, Rock, and Watonwan, a lien for the full amount of the assessment, on the following described real property:

See Exhibit A.

Said lien / assessment is for the labor and material costs for installation of the following energy improvements:

See Exhibit B.

PACE payments are paid with your property taxes as a special tax assessment at Freeborn County Auditor/Treasurer at 411 S. Broadway, PO Box 1147, Albert Lea, MN 56007-1147. Payment shall be due and payable on the date real estate taxes are due. The amount of the payment will appear on the real estate tax statements for the real property described on Exhibit A above, and will include principal and interest. There are no penalties for early repayment.

As of the date of this note, I promise to pay to the Rural Minnesota Energy Board, the sum of Ninety-Nine Thousand Seven Hundred Eighty-Nine and 00/100 Dollars (\$99,789.00), plus interest on the unpaid balance of this loan at the rate of three percent (3%) per year. Interest begins to accrue at the time of closing. The length of the lien is ten (10) years. See Exhibit C for amortization schedule.

The Grantor agrees to pay a one percent (1%) origination fee upon execution hereof. Pursuant to Minnesota Statutes 216C.436, subd. 2 (10), Grantor hereby petitions the Rural

Minnesota Energy Board for collection of repayment of the note as a special assessment under Minnesota Statutes 429.101.

Payments and assessments will not be accelerated due to a default, and any tax deficiency exists only for assessments not paid when due. Liability for special assessments related to the note runs with the real property described on Exhibit A attached hereto.

Grantor acknowledges receipt of disclosures from the Rural Minnesota Energy Board of the risks involved in borrowing, including the risk of foreclosure if a tax delinquency results from a default.

By: Thomas Elbert  
Thomas Elbert

Its: Member

State of Wisconsin )  
~~Minnesota~~ ) ss.  
County of St. Croix )

The foregoing instrument was acknowledged before me this 17 day of Jan, 2023 by Thomas Elbert, member of 411 1st LLC.



Layne M Cran  
Notary Public

My stamp expires August 15 2026

Drafted by:  
SRDC  
2401 Broadway Avenue  
Slayton, MN 56172  
507-836-8547  
507-836-8866 (fax)

## EXHIBIT A

NCS No.: CCH12105809NT  
Local No.: MN304094  
Property Ref.: Freeborn County, Minnesota

### LEGAL DESCRIPTION

#### Tract I:

Beginning at a point on the West line of the SE 1/4 of Section 8, Township 102 North, Range 21 West, Freeborn County, Minnesota, which point is 521.24 feet north of the south quarter corner of said section; thence 302.68 feet northwesterly at a deflection angle of 61 degrees 45 minutes left, to the east line of First Avenue in the City of Albert Lea; thence 480.37 feet northerly along said east line of First Avenue at deflection angle of 60 degrees 43 minutes right to a point which is 180.0 feet south of the northwest corner of Block 23, 1901 Subdivision of Outlots 3, 4 and 5 and part of Blocks 17 and 20 in Morin's Addition to the City of Albert Lea, thence 164.0 feet easterly at a deflection angle of 90 degrees 34 minutes right; thence 120.0 feet northerly at a deflection angle of 90 degrees 34 minutes left; thence 420.33 feet easterly at a deflection angle of 90 degrees 34 minutes right; thence 61.45 feet northeasterly at a deflection angle of 77 degrees 30 1/2 minutes left, to a point on the west right-of-way line of the Minneapolis & St. Louis Railway Company; thence 107.90 feet southeasterly along the said right-of-way line at a deflection angle of 152 degrees 00 minutes right; thence 971.05 feet southerly along the said right-of-way line at a deflection angle of 15 degrees 36 minutes right to the north right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence 373.5 feet northwesterly along the said right-of-way line at a deflection angle of 118 degrees 39 1/2 minutes right to a northerly extension of the east line of Lincoln Avenue in the City of Albert Lea; thence 74.92 feet northerly along said line at a deflection angle of 61 degrees 45 minutes right; thence 30.65 feet northwesterly at a deflection angle of 61 degrees 45 minutes left, to the point of beginning.

#### Tract II:

Beginning at a point on the West line of the SE 1/4 of Section 8, Township 102 North, Range 21 West, Freeborn County, Minnesota, which point is 521.24 feet North of the South quarter corner of said section; thence 30.65 feet southeasterly at a deflection angle of 118 degrees 15 minutes right from said quarter line; thence 74.92 feet southerly at a deflection angle of 61 degrees 45 minutes right; thence 373.5 feet southeasterly at a deflection angle of 61 degrees 45 minutes left to an iron monument which is the point of beginning of the land to be described; thence 971.05 feet northerly at a deflection angle of 118 degrees 39.5 minutes left; thence 18.68 feet easterly at a right angle; thence 700.00 feet southeasterly at a deflection angle of 74 degrees 29 minutes right; thence 269.7 feet Southeasterly at a deflection angle of 8 degrees 35 minutes right; thence 188.0 feet southeasterly at a deflection angle of 8 degrees 18 minutes left to a point in a curve on the most northerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence northwesterly 325.6 feet more or less, on said curve and on the tangent to said curve at its end point, on said northerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, to the point of beginning.

#### Tract III:

Commencing at a point on the west line of the southeast quarter of Section 8, Township 102 North, Range 21 West, Freeborn County, Minnesota, which point is 521.24 feet north of the south quarter corner of said Section; thence 30.65 feet southeasterly at a deflection angle of 118 degrees 15 minutes right from said quarter line; thence 74.92 feet southerly at a deflection angle of 61 degrees 45 minutes right to the northerly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence northwesterly along said railroad right-of-way line to the east boundary line of south First Avenue West extended; thence northerly along the east boundary line of South First Avenue West extended, to a point,

*NCS No.:* CCH12105809NT  
*Local No.:* MN304094  
*Property Ref.:* Freeborn County, Minnesota

which point is 66 feet distant from said railroad right-of-way measured at right angles thereto, the said point also being the southwesterly corner of Block 25 of Morin's 1901 Subdivision as platted in Book 4 of Plats, Page 145, in the office of the County Recorder, Freeborn County, Minnesota; thence southeasterly along the northerly line of First Avenue as shown on the Plat of said Morin's 1901 Subdivision, to the point of beginning.

[Property is Abstract]

EXHIBIT B  
ENERGY IMPROVEMENTS

Boiler Replacement

**SPECIAL ASSESSMENT RECORD**

PACE Assessment Estimate 34.007.5560 For Southwest Regional Development Commission

AMT OF ASSESSMENT	RATE	YRS COVERED	YR STARTED
99,789.00	3.000%	10	2024

YEAR	PRINCIPAL	INTEREST	TOTAL	REDUCE BAL
2024	9,978.90	5,839.71	15,818.61	89,810.10
2025	9,978.90	2,694.30	12,673.20	79,831.20
2026	9,978.90	2,394.94	12,373.84	69,852.30
2027	9,978.90	2,095.57	12,074.47	59,873.40
2028	9,978.90	1,796.20	11,775.10	49,894.50
2029	9,978.90	1,496.84	11,475.74	39,915.60
2030	9,978.90	1,197.47	11,176.37	29,936.70
2031	9,978.90	898.10	10,877.00	19,957.80
2032	9,978.90	598.73	10,577.63	9,978.90
2033	9,978.90	299.37	10,278.27	-

Principal in equal installments  
Interest starting 01.17.2023

99,789.00 Principal  
2,993.67 One Year Interest  
2,846.04 347 Days Extra Interest Added To First Year Interest 2024

By: PM and VK 01.13.2023  
Adjusted Extra days 07.17.2023  
changed to 10 yr schedule 2.14.2023

Official Use: Received On: \_\_\_\_\_ By: \_\_\_\_\_

**Section 2: Applicant Information**

PROPERTY OWNER(S) LEGAL NAME(S) AS THEY APPEAR ON PROPERTY TAX RECORDS		
OWNER 1 411 1st LLC	LAST 4 DIGITS OF SSN OR TIN XXX-XX- [REDACTED]	LIST ALL PARCEL #S OWNED BY APPLICANT
OWNER 2	LAST 4 DIGITS OF SSN OR TIN XXX-XX-	LIST ALL PARCEL #S OWNED BY APPLICANT
OWNER 3	LAST 4 DIGITS OF SSN OR TIN XXX-XX-	LIST ALL PARCEL #S OWNED BY APPLICANT
OWNER 4	LAST 4 DIGITS OF SSN OR TIN XXX-XX-	LIST ALL PARCEL #S OWNED BY APPLICANT

PROPERTY OWNER(S) TYPE (Check all that apply)

Individual(s)/Joint Tenants/Common Property (Not in Trust)
  Limited Liability Company

Corporation
  Trust/Trustees/Living Trust
  Corporation
  Other: (Please Specify)

PROPERTY OWNER CONTACT INFORMATION

NAME Tom Elbert <i>(Thomas Elbert)</i>	EMAIL ADDRESS teconst@isd.net	DAYTIME PHONE # 651 208 1492
---	----------------------------------	---------------------------------

PHYSICAL PROPERTY ADDRESS (Site of improvement)

STREET 411 1st Ave S.	CITY Albert Lea <i>Freeborn County</i>	STATE MN	ZIP 56007
Total Square Feet: _____			

MAILING ADDRESS (If different)

STREET PO Box 606	CITY Bayport	STATE MN	ZIP 55003
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CHECK THE ONE THAT APPLIES TO THIS PACE PROJECT

Multi-Family Residential Dwelling
  Commercial Property

Agri-Business Property
  Industrial Property

**Section 3: Proposed Improvement Project (Attach additional page(s) if necessary)**

DESCRIPTION OF IMPROVEMENT (ATTACH DESCRIPTION IF NECESSARY)

Upgrade partial Boiler system to 92 % high efficiency from 1970's low efficiency boiler

TRACK FOR PARTICIPATION (CHECK ONE)		Number of New/Retained Jobs as a Result of this Project: _____	
<input type="checkbox"/> Solar/Wind	<input checked="" type="checkbox"/> Energy Efficiency	(+) ESTIMATED PERMIT FEE	(-) NET PROPOSED IMPROVEMENT COST
PROPOSED IMPROVEMENT COST	(-) LESS REBATE	\$	\$
\$ 99789	\$		
NAME OF CONTRACTOR(S) Harty Mechanical		ADDRESS OF CONTRACTOR(S) 1600 1ST Ave NE Austin MN 55912	

**Attach evidence of energy audit or renewable energy feasibility study.**

**Section 4: Request for Financing**

- A. Construction contract(s) (bid price for cost of materials and labor less any applicable rebates), excluding permit fees (attach copy): \$ 99,789
- B. Costs of energy audit or feasibility study: \$
- C. Professional services (appraisal, drafting, engineering, project management and/or plan preparation costs): \$
- D.  Permit Fee  Permit included in Bid \$

**Total Requested Financing Amount: \$ 99,789**

Section 5: Petition for Assessment

I (we) hereby acknowledge that we will be obligated to pay the assessments when due. The assessment and the interest and any penalties thereon will constitute a lien against the Property until they are paid, even if I(we) sell the Property to another person. I(we) understand that assessment installments together with the interest on the assessment will be collected on my/our property tax bill in the same manner and at the same time as property taxes and will be subject to the same penalties, remedies, and lien priorities as for property taxes in the event of delinquency, including foreclosure. I(we) waive any and all procedural and substantive objections to the installation of the improvements and the special assessments, including but not limited to hearing requirements and any claim that the assessment exceeds the benefit to the Property. I(we) waive any appeal rights otherwise available pursuant to M.S.A. § 429.081.

REQUESTED ASSESSMENT REPAYMENT PERIOD

5 Years  10 Years  15 Years  20 Years

The minimum amount for a PACE RLF Assessment is \$5,000. The length of the term will be discussed with the applicant. The maximum term is 20 years.

Section 6: Current Mortgage Financing (Attach copy of Mortgage Statement)

NAME OF MORTGAGE LENDER	ADDRESS OF MORTGAGE LENDER	OUTSTANDING PRINCIPLE BALANCE
Kean Bank Keen	101 N Mains St. Waseca MN 56093 State	\$

Section 7: Declarations

By signing this Application, the undersigned hereby declares under penalty of perjury under the laws of the State of Minnesota all of the following:

- I(we) am(are) current owner(s) of record of the property described herein (the "Property").
- The Property is not currently involved in a bankruptcy proceeding.
- I(we) are current on any mortgage or other loan secured by the Property.
- I(we) and the Property meet the eligibility requirements listed in Section 1.
- That (i.) the information provided in this Application is true and correct as of the date set forth opposite my/our signature(s) on this Application and (ii.) that I/we understand that any intentional or negligent misrepresentation(s) of the information contained in this Application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both and liability for monetary damages to the Rural Minnesota Energy Board (RMEB) or Southwest Minnesota Regional Development Commission (SRDC), its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made in this Application.
- I(we) agree that the selection of any product(s), equipment, and measures referenced in this Application (the "Improvements"), the selection of any manufacturer(s), dealer(s) supplier(s), contractor(s) and installer(s), and the decision regarding the purchase, installation and ownership/maintenance of the Improvements is(are) my(our) sole responsibility and that I(we) have not relied upon any representations or recommendations of the RMEB / SRDC, its agents, representatives, assignees, or employees, in making such selection or decision, and that my manufacturer, dealer, supplier, contractor or installer of the Improvements is not an agent, employee, assignee or representative of the RMEB / SRDC.
- I(we) understand that the RMEB / SRDC makes no warranty, whether express or implied, with respect to the choice, use or application of the Improvements, including without limitation, the implied warranties of merchantability and fitness for any particular purpose, use or application of the Improvements. I(we) agree that the RMEB / SRDC has no liability whatsoever concerning (i) the quality or safety of any Improvements, including their fitness for any purpose, (ii) the estimated energy savings produced by or performance of the Improvements, (iii) the workmanship of any third parties, (iv) the installation or use of the Improvements including, but not limited to, any effect on indoor pollutants, or (v) any other matter with respect to the PACE Program.

Date:

11/30/22  
*Tom Elbert*

Tom Elbert

PROPERTY OWNER SIGNATURE

PRINT NAME

PROPERTY OWNER SIGNATURE

PRINT NAME



**J. T. MARTINSON**  
 FREEBORN COUNTY AUDITOR TREASURER  
 411 BROADWAY AVE. S., P.O. BOX 1147  
 ALBERT LEA, MN 56007-1147  
 PHONE 507-377-5121  
 www.co.freeborn.mn.us

Bill: 13016

Property ID#: R 34.007.5560

Taxpayer: 41424

59 1 MB 0.485  
 DARLING SUBCO, INC  
 C/O STREATER, INC  
 1401 HIGHWAY 49B  
 PARAGOULD AR 72450-3139



02000059  
 T1 P1



Desc: MORIN'S ADDITION REV DESC NO. 2082 PT MORIN'S ADD & PT MORIN'S 1901 SUBD & PT SUBD SECTION 8-102-21 (ORIGINAL STREATER BUILDING)

Property 411 1ST AVE S  
 Address: ALBERT LEA MN 56007

## 2022 Property Tax Statement

VALUES AND CLASSIFICATION			
Taxes Payable Year:		2021	2022
Step 1	Estimated Market Value:	2,383,800	2,383,800
	Homestead Exclusion:		
	Taxable Market Value:	2,383,800	2,383,800
	New Improvements:		
Property Classification:		INDUSTR	INDUSTR
Sent in March 2021			
Step 2	<b>PROPOSED TAX</b>		
	93,710.00		
Sent in November 2021			
Step 3	<b>PROPERTY TAX STATEMENT</b>		
	First half taxes due:		46,807.00
	Second half taxes due:		46,807.00
	<b>Total Taxes Due in 2022:</b>		<b>93,614.00</b>

**\$\$\$**

REFUNDS?

You may be eligible for one or even two refunds to reduce your property tax. Road the back of this statement to find out how to apply.

Taxes Payable Year:	2021	2022
1. Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.	<input type="checkbox"/>	
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		
<b>Property Tax and Credits</b>		
3. Property taxes before credits		
4. Credits that reduce property taxes:		
	A. Agricultural Market Value Credits	94,322.00
	B. Other Credits	93,614.00
5. Property taxes after credits		94,322.00
<b>Property Tax by Jurisdiction</b>		
6. County FREEBORN COUNTY	29,908.62	29,596.10
7. City or Town CITY OF ALBERT LEA	28,313.74	28,472.82
8. State General Tax	16,343.37	16,484.64
9. School District 0241	4,032.49	4,089.51
	A. Voter Approval Levies	14,329.14
	B. Other Local Levies	934.30
10. Special Taxing Districts SHELL ROCK RIVER WTR ALBERT LEA HRA	460.34	967.61
		447.20
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments	94,322.00	93,614.00
<b>Special Assessments on Your Property</b>		
13. Special assessments Int: Principal:		
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	94,322.00	93,614.00

FIRST HALF DUE MAY 15 46,807.00  
 SECOND HALF DUE OCTOBER 15 46,807.00

### PAYABLE 2022 2<sup>nd</sup> HALF PAYMENT STUB

TO AVOID PENALTY PAY ON OR BEFORE: OCTOBER 15

Property ID#: R 34.007.5560  
 ID# 41424

TAX BILL #: 13016

DARLING SUBCO, INC  
 C/O STREATER, INC  
 1401 HIGHWAY 49B  
 PARAGOULD AR 72450-3139

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

If your address has changed please check this box and show the change on the back of this stub.



02000059

DETACH HERE AND RETURN THIS STUB WITH YOUR SECOND HALF PAYMENT. DO NOT STAPLE.

**SECOND 1/2 TAX AMOUNT DUE: 46,807.00**

PENALTY:

TOTAL:

MAKE CHECKS PAYABLE & MAIL TO:

Freeborn County Auditor-Treasurer  
 411 S. Broadway, PO Box 1147  
 Albert Lea, MN 56007-1147



YOUR CANCELLED CHECK IS YOUR RECEIPT.

CHECK  CASH



### PAYABLE 2022 1<sup>st</sup> HALF PAYMENT STUB

TO AVOID PENALTY PAY ON OR BEFORE: MAY 15

Property ID#: R 34.007.5560  
 ID# 41424

TAX BILL #: 13016

DARLING SUBCO, INC  
 C/O STREATER, INC  
 1401 HIGHWAY 49B  
 PARAGOULD AR 72450-3139

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

If your address has changed please check this box and show the change on the back of this stub.

**FULL TAX AMOUNT: 93,614.00**

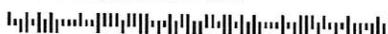
**FIRST 1/2 TAX AMOUNT DUE: 46,807.00**

PENALTY:

TOTAL:

MAKE CHECKS PAYABLE & MAIL TO:

Freeborn County Auditor-Treasurer  
 411 S. Broadway, PO Box 1147  
 Albert Lea, MN 56007-1147



TAXES OF \$100 OR LESS MUST BE PAID IN FULL.

CHECK  CASH



DETACH HERE AND RETURN THIS STUB WITH YOUR FIRST HALF PAYMENT. DO NOT STAPLE.

Max PACE Loan  
 \$100,000

## ENERGY SAVING INFORMATION PROVIDED BY ENGINEER

**From:** Nate Stegemann [<mailto:nate@hartymechnical.com>]

**Sent:** Friday, December 9, 2022 1:36 PM

We don't know the current usage so that is hard to look at an annual usage as we are unable to determine previous years usage the way the building is getting used now, the gas cost, and since we are only looking at 1 boiler versus all the units.

1. Typically going to a high efficient modulation boiler there would be savings of up to 30% on average if all things are equal to the year before, meaning gas cost, and the demand on the building.
2. So one way I like to explain savings is looking at a cost per million analysis.
  - a. Here is the detail
    - i. Stating Natural gas cost to be \$1.00 per therm which is a variable depending on what it is currently compared to last year, but for cost comparison we will use \$1.00 per therm
      1. For one million btu's of heat on the existing equipment it would cost about \$14.29 (based on 70% efficient from usage and age of equipment) with the new FTG 96% boiler it would cost about \$10.35 for 1 million btu.
        - a. Lets look at this in cost be hour of operation
          - i. The existing boilers to provide the 1.4 million btu of heat if this boiler operates at 1 hour with gas costing \$1.00 a therm.
            1. Existing equipment for 1 hour of continuous operation it would cost \$20.01
            2. New NTI FTG boiler for 1 hour of operation to provide equal btu would be \$14.49
  3. Typically, life expectancy under proper maintenance of the equipment would fall into the 15–20 year category.
    - a. If equipment is not maintained properly this will diminish the life expectancy.

The other factors that come into play would be the wide range of modulation to match the load better with the new NTI FTG boiler versus the existing equipment in place.

These types of cost comparisons are hard to put together as the variables are high so we need to look at just the operating cost comparison and then the factors can change from year to year.

Regards,  
**Nathan Stegemann**  
Engineer

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**From:** Nate Stegemann <[nate@hartymechnical.com](mailto:nate@hartymechnical.com)>

**Sent:** Tuesday, December 6, 2022 4:23 PM

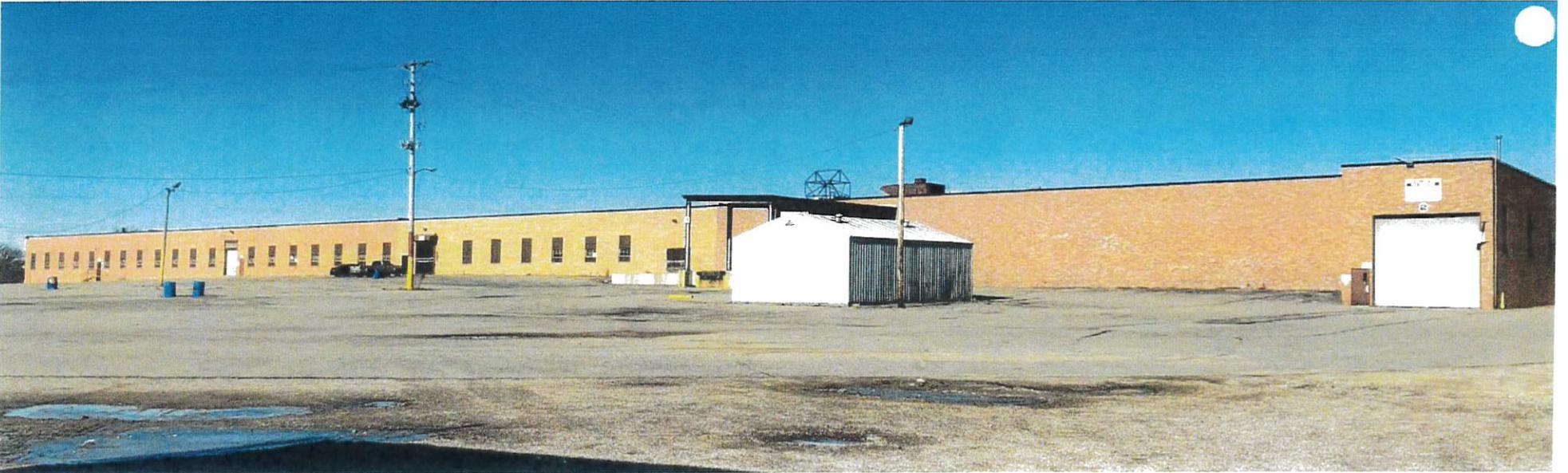
I have a request out to the boiler manufacturer to see if they can supply this information. Since we are only replacing one 4200 mbh boiler with one 1400 mbh boiler, the numbers are going to be skewed.

The combustion efficiency of the new boiler is 96% and the thermal efficiency is 95%.

I will be in touch when I hear back from the boiler manufacturer.

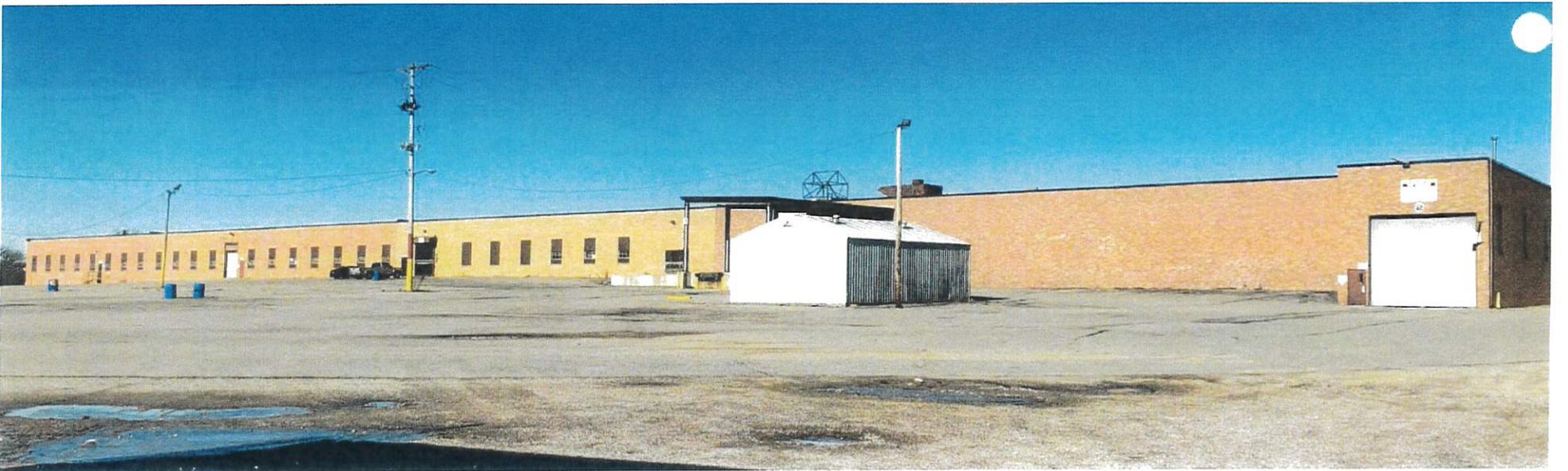
Regards,  
**Nathan Stegemann**  
Engineer

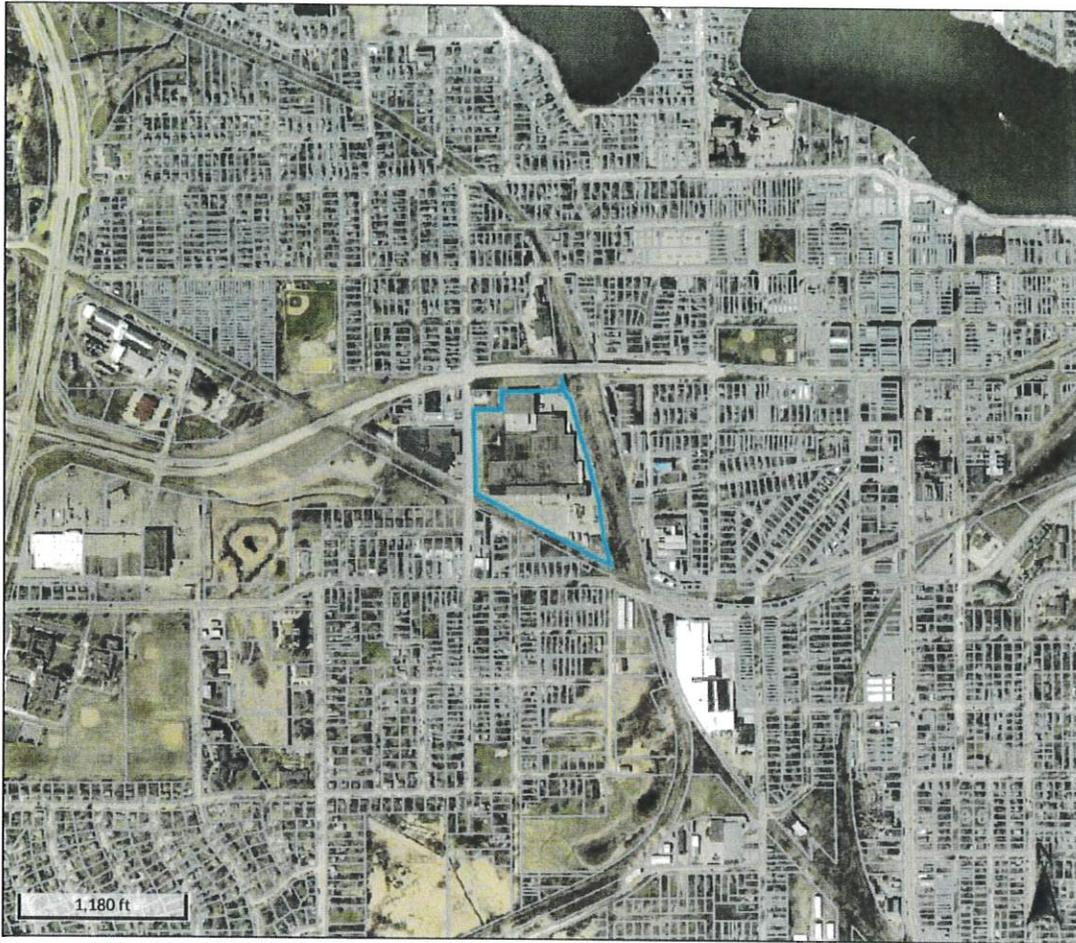




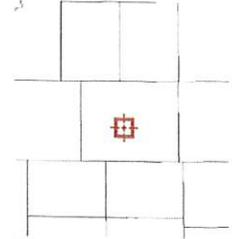








Overview



Legend

-  Parcels
-  County Limits
-  Lot Lines-Albert Le
-  Townships
-  Address Numbers

Parcel ID	340075560	Alternate ID	n/a	Owner Address	411 1ST LLC
Sec/Twp/Rng	--	Class	234 - (NON-HSTD) INDS LAND & BLDGS	PO BOX 606	
Property Address	411 1ST AVE S	Acreage	n/a	BAYPORT, MN	55003
	ALBERT LEA				
District	ALEA CITY 241 SRRW				
Brief Tax Description	MORIN'S ADDITION REV DESC NO. 2082 PT MORIN'S ADD & PT MORIN'S 1901 SUBD & PT SUBD SECTION 8-102-21 (ORIGINAL STREATER BUILDING)				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 12/12/2022  
 Last Data Uploaded: 12/12/2022 4:52:39 AM

Developed by 

**216C.436 COMMERCIAL PACE LOAN PROGRAM.**

Subdivision 1. **Program purpose and authority.** An implementing entity may establish a commercial PACE loan program to finance cost-effective energy improvements to enable owners of qualifying commercial real property to pay for the cost-effective energy improvements to the qualifying real property with the net proceeds and interest earnings of revenue bonds authorized in this section. An implementing entity may limit the number of qualifying commercial real properties for which a property owner may receive program financing.

Subd. 1a. **Scope.** Unless otherwise specified, this section applies only to programs established under subdivision 1 that are offered to an owner of qualifying commercial real property.

Subd. 1b. **Definitions.** (a) For the purposes of this section, the following terms have the meanings given.

(b) "Agronomic assessment" means a study by an independent third party that assesses the environmental impacts of proposed land and water improvements on farmland.

(c) "Farmland" means land classified as 2a, 2b, or 2c for property tax purposes under section 273.13, subdivision 23.

(d) "Land and water improvement" means:

(1) an improvement to farmland that:

(i) is permanent;

(ii) results in improved agricultural profitability or resiliency;

(iii) reduces the environmental impact of agricultural production; and

(iv) if the improvement affects drainage, complies with the most recent versions of the applicable following conservation practice standards issued by the United States Department of Agriculture's Natural Resources Conservation Service: Drainage Water Management (Code 554), Saturated Buffer (Code 604), Denitrifying Bioreactor (Code 605), and Constructed Wetland (Code 656); or

(2) water conservation and quality measures, which include permanently affixed equipment, appliances, or improvements that reduce a property's water consumption or that enable water to be managed more efficiently.

(e) "Resiliency" means the ability of farmland to maintain and enhance profitability, soil health, and water quality.

Subd. 2. **Program requirements.** A commercial PACE loan program must:

(1) impose requirements and conditions on financing arrangements to ensure timely repayment;

(2) require an energy audit, renewable energy system feasibility study, or agronomic or soil health assessment to be conducted on the qualifying commercial real property and reviewed by the implementing entity prior to approval of the financing;

(3) require the inspection of all installations and a performance verification of at least ten percent of the cost-effective energy improvements or land and water improvements financed by the program;

(4) not prohibit the financing of all cost-effective energy improvements or land and water improvements not otherwise prohibited by this section;

(5) require that all cost-effective energy improvements or land and water improvements be made to a qualifying commercial real property prior to, or in conjunction with, an applicant's repayment of financing for cost-effective energy improvements or land and water improvements for that property;

(6) have cost-effective energy improvements or land and water improvements financed by the program performed by a licensed contractor as required by chapter 326B or other law or ordinance;

(7) require disclosures in the loan document to borrowers by the implementing entity of: (i) the risks involved in borrowing, including the risk of foreclosure if a tax delinquency results from a default; and (ii) all the terms and conditions of the commercial PACE loan and the installation of cost-effective energy improvements or land and water improvements, including the interest rate being charged on the loan;

(8) provide financing only to those who demonstrate an ability to repay;

(9) not provide financing for a qualifying commercial real property in which the owner is not current on mortgage or real property tax payments;

(10) require a petition to the implementing entity by all owners of the qualifying commercial real property requesting collections of repayments as a special assessment under section 429.101;

(11) provide that payments and assessments are not accelerated due to a default and that a tax delinquency exists only for assessments not paid when due;

(12) require that liability for special assessments related to the financing runs with the qualifying commercial real property; and

(13) prior to financing any improvements to or imposing any assessment upon qualifying commercial real property, require notice to and written consent from the mortgage lender of any mortgage encumbering or otherwise secured by the qualifying commercial real property.

**Subd. 3. Retail and end use prohibited.** Energy generated by an energy improvement may not be sold, transmitted, or distributed at retail and may not provide for end use of the electrical energy from an off-site facility. On-site generation is allowed to the extent provided for in section 216B.1611.

This section does not modify the exclusive service territories or exclusive right to serve as provided in sections 216B.37 to 216B.43.

**Subd. 4. Financing terms.** Financing provided under this section must have:

(1) a cost-weighted average maturity not exceeding the useful life of the energy improvements installed, as determined by the implementing entity, but in no event may a term exceed 20 years;

(2) a principal amount not to exceed the lesser of:

(i) the greater of 20 percent of the assessed value of the real property on which the improvements are to be installed or 20 percent of the real property's appraised value, accepted or approved by the mortgage lender; or

(ii) the actual cost of installing the energy improvements, including the costs of necessary equipment, materials, and labor, the costs of each related energy audit or renewable energy system feasibility study, and the cost of verification of installation; and

(3) an interest rate sufficient to pay the financing costs of the program, including the issuance of bonds and any financing delinquencies.

Subd. 5. **Coordination with other programs.** A commercial PACE loan program must include cooperation and coordination with the conservation improvement activities of the utility serving the qualifying commercial real property under section 216B.241 and other public and private energy improvement programs.

Subd. 6. **Certificate of participation.** Upon completion of a project, an implementing entity shall provide a borrower with a certificate stating participation in the program and what energy improvements have been made with financing program proceeds.

Subd. 7. **Repayment.** An implementing entity that finances an energy improvement under this section must:

- (1) secure payment with a lien against the qualifying commercial real property; and
- (2) collect repayments as a special assessment as provided for in section 429.101 or by charter, provided that special assessments may be made payable in up to 20 equal annual installments.

If the implementing entity is an authority, the local government that authorized the authority to act as implementing entity shall impose and collect special assessments necessary to pay debt service on bonds issued by the implementing entity under subdivision 8, and shall transfer all collections of the assessments upon receipt to the authority.

Subd. 8. **Bond issuance; repayment.** (a) An implementing entity may issue revenue bonds as provided in chapter 475 for the purposes of this section and section 216C.437, provided the revenue bond must not be payable more than 20 years from the date of issuance.

(b) The bonds must be payable as to both principal and interest solely from the revenues from the assessments established in subdivision 7 and section 216C.437, subdivision 28.

(c) No holder of bonds issued under this subdivision may compel any exercise of the taxing power of the implementing entity that issued the bonds to pay principal or interest on the bonds, and if the implementing entity is an authority, no holder of the bonds may compel any exercise of the taxing power of the local government. Bonds issued under this subdivision are not a debt or obligation of the issuer or any local government that issued them, nor is the payment of the bonds enforceable out of any money other than the revenue pledged to the payment of the bonds.

Subd. 9. **Supplemental funding sources.** (a) An implementing entity is authorized to establish, acquire, and use additional or alternative funding sources for the purposes of this section and section 216C.437.

(b) For the purposes of this subdivision and section 216C.437, additional or alternative funding sources do not include issuance of general obligation bonds.

Subd. 10. **Improvements; real property or fixture.** A cost-effective energy improvement financed under a PACE loan program, including all equipment purchased in whole or in part with loan proceeds under a loan program, is deemed real property or a fixture attached to the real property.

**History:** 2010 c 216 s 4; 2010 c 389 art 7 s 14-19; 2013 c 85 art 8 s 3-5; 2013 c 143 art 12 s 3; 2014 c 254 s 15,16; 2018 c 155 s 25-31; 1Sp2019 c 7 art 11 s 9,10; 2023 c 60 art 12 s 43,44

**429.101 UNPAID SPECIAL CHARGES MAY BE SPECIAL ASSESSMENTS.**

Subdivision 1. **Ordinances.** (a) In addition to any other method authorized by law or charter, the governing body of any municipality may provide for the collection of unpaid special charges as a special assessment against the property benefited for all or any part of the cost of:

- (1) snow, ice, or rubbish removal from sidewalks;
- (2) weed elimination from streets or private property;
- (3) removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of sections 463.15 to 463.26;
- (4) installation or repair of water service lines, street sprinkling or other dust treatment of streets;
- (5) the trimming and care of trees and the removal of unsound trees from any street;
- (6) the treatment and removal of insect infested or diseased trees on private property, the repair of sidewalks and alleys;
- (7) the operation of a street lighting system;
- (8) the operation and maintenance of a fire protection or a pedestrian skyway system;
- (9) inspections relating to a municipal housing maintenance code violation;
- (10) the recovery of any disbursements under section 504B.445, subdivision 4, clause (5), including disbursements for payment of utility bills and other services, even if provided by a third party, necessary to remedy violations as described in section 504B.445, subdivision 4, clause (2); or
- (11) [Repealed, 2004 c 275 s 5]
- (12) the recovery of delinquent vacant building registration fees under a municipal program designed to identify and register vacant buildings.

(b) The council may by ordinance adopt regulations consistent with this section to make this authority effective, including, at the option of the council, provisions for placing primary responsibility upon the property owner or occupant to do the work personally (except in the case of street sprinkling or other dust treatment, alley repair, tree trimming, care, and removal, or the operation of a street lighting system) upon notice before the work is undertaken, and for collection from the property owner or other person served of the charges when due before unpaid charges are made a special assessment.

(c) A home rule charter city, statutory city, county, or town operating an energy improvements financing program under section 216C.436 or 216C.437 has the authority granted to a municipality under paragraph (a) with respect to energy improvements financed under that section.

Subd. 2. **Procedure for assessment.** Any special assessment levied under subdivision 1 shall be payable in a single installment, or by up to ten equal annual installments as the council may provide, except that a special assessment made under an energy improvements financing program under subdivision 1, paragraph (c), may be repayable in up to 20 equal installments. With these exceptions, sections 429.061, 429.071, and 429.081 shall apply to assessments made under this section.

Subd. 3. **Issuance of obligations.** (a) After a contract for any of the work enumerated in subdivision 1 has been let, or the work commenced, the council may issue obligations to defray the expense of any such

work financed in whole or in part by special charges and assessments imposed upon benefited property under this section.

(b) Section 429.091 shall apply to such obligations with the following modifications:

(1) such obligations shall be payable not more than two years from the date of issuance;

(2) the amount of such obligations issued at one time in a municipality shall not exceed the cost of such work during the ensuing six months as estimated by the council;

(3) a separate improvement fund shall be set up for each of the enumerated services referred to in subdivision 1 and financed under this section.

(c) Proceeds of special charges as well as special assessments and taxes shall be credited to such improvement fund.

**History:** 1953 c 398 s 10; 1955 c 811 s 6; 1963 c 771 s 5; 1965 c 323 s 2; 1973 c 337 s 1; 1974 c 340 s 1,2; 1984 c 548 s 7; 1984 c 582 s 7; 1984 c 591 s 6; 1984 c 633 s 5; 1986 c 444; 1Sp2003 c 21 art 11 s 29; 2004 c 275 s 2; 2008 c 366 art 6 s 42; 2010 c 216 s 22; 2013 c 85 art 8 s 6; 2018 c 155 s 36



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 01/16/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Kelly D. Hendrickson	<b>DEPARTMENT:</b> Auditor-Treasurer
<b>PRESENTED BY:</b> Kelly D. Hendrickson	<b>ESTIMATED TIME NEEDED:</b> <5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Authorize loans from the General Fund to Ditches with shortages for 2023.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Approve	
<b>Fiscal Impact:</b> <input checked="" type="checkbox"/> COST AMOUNT _____ <b>BUDGETED</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> Auditor's _____	
<b>Other comments:</b>	

RESOLUTION 24-

Resolve, that the board of Commissioners authorize loans to the following ditches:

County Ditch No.	8 IMP	\$ 68,300.00	Project Currently in Progress
	32 IMP	\$ 138,000.00	Project Currently in Progress
	68 IMP	\$ 76,300.00	Project Currently in Progress
		<hr/>	
		\$ 282,600.00	
Judicial Ditch No.	JD 8 F & W IMP	\$ 4,400.00	Project Currently in Progress
	J9	\$ 58,900.00	
	J12	\$ 19,900.00	
	J 21 IMP	\$ 126,200.00	Project Currently in Progress
	J27 IMP	\$ 160,800.00	Project Currently in Progress
		<hr/>	
		\$ 370,200.00	
		\$ 652,800.00	

From the General Fund at an annual interest rate of 4.25% to cover cash shortages for 2023 and Further be it resolved that loans will be repaid through the application of 2024 assessments.

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 16th day of January, 2024, and as appears on the minutes of their record of proceedings.

---

Ryan Rasmusson  
Administrator/Clerk  
County of Freeborn  
State of Minnesota

Cash Balance  
12/31/2023

Loan Amount

Cash Balance  
after Loan

County Ditch	8 Imp	-67,916.15	68,300.00	383.85
	32 Imp	-137,594.72	138,000.00	405.28
	68 Imp	-75,868.75	76,300.00	431.25
Judicial Ditch	JD 8 F&W Imp	-3,972.61	4,400.00	427.39
	J9	-58,468.04	58,900.00	431.96
	J12	-19,479.15	19,900.00	420.85
	J21 Imp	-125,851.43	126,200.00	348.57
	J27 Imp	-160,396.51	160,800.00	403.49



**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 01/16/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Kelly Hendrickson	<b>DEPARTMENT:</b> Auditor/Treasurer
<b>PRESENTED BY:</b> Kelly Hendrickson	<b>ESTIMATED TIME NEEDED:</b> <5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b>  Pass resolution and order to file lien and record County Ditch J21 Repair Pass resolution and order to file lien and record County Ditch J21 Improvement.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION (MOTION/RESOLUTION);</b>  Approve	
<b>Fiscal Impact:</b> <input checked="" type="checkbox"/> COST AMOUNT _____ <b>BUDGETED</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> __MN Statutes 103E_____	
<b>Other comments:</b>	

STATE OF MINNESOTA

BEFORE THE BOARD OF  
COUNTY COMMISSIONERS  
OF FREEBORN COUNTY, MINNESOTA

SS  
COUNTY OF FREEBORN

**RESOLUTION AND ORDER 24-XXX**

Resolved, that is hereby ordered that the lien filed in the office of the County Recorder for the following drainage system for improvement thereof shall be payable in the following manner:

County Ditch No. 21 North Branch A Repair one installment of the principal on or before October 15 subsequent to the filing of the lien in the office of the County Recorder and another installment on or before the 15<sup>th</sup> day of October of each year thereafter, for a total of 12 equal installments with an annual interest rate of 4.25%.

\*\*\*\*\*

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 16th day of January, 2024 and as appears on the Minutes of their record of proceedings.

\_\_\_\_\_  
Ryan Rasmusson  
County Administrator  
Freeborn County, Minnesota

\_\_\_\_\_  
Kelly D. Hendrickson  
Interim County Auditor-Treasurer  
Freeborn County, Minnesota

STATE OF MINNESOTA

SS

COUNTY OF FREEBORN

BEFORE THE BOARD OF  
COUNTY COMMISSIONERS  
OF FREEBORN COUNTY, MINNESOTA

**RESOLUTION AND ORDER 24-XXX**

Resolved, that is hereby ordered that the lien filed in the office of the County Recorder for the following drainage system for improvement thereof shall be payable in the following manner:

County Ditch No. 21 North Branch A Improvement one installment of the principal on or before October 15 subsequent to the filing of the lien in the office of the County Recorder and another installment on or before the 15<sup>th</sup> day of October of each year thereafter, for a total of 12 equal installments with an annual interest rate of 4.25%.

\*\*\*\*\*

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 16th day of January, 2024 and as appears on the Minutes of their record of proceedings.

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Ryan Rasmusson  
County Administrator  
Freeborn County, Minnesota

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Kelly D. Hendrickson  
Interim County 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: 01/16/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Kelly Hendrickson	<b>DEPARTMENT:</b> Auditor/Treasurer
<b>PRESENTED BY:</b> Kelly Hendrickson	<b>ESTIMATED TIME NEEDED:</b> <5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b>  Pass resolution to loan from General Fund to County Ditch J21 Repair Pass resolution to loan from General Fund to County Ditch J21 Improvement.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION (MOTION/RESOLUTION);</b>  Approve	
<b>Fiscal Impact:</b> <input checked="" type="checkbox"/> COST AMOUNT _____ <b>BUDGETED</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> MN Statutes 103E _____	
<b>Other comments:</b>	

STATE OF MINNESOTA  
SS  
COUNTY OF FREEBORN

BEFORE THE BOARD OF  
COUNTY COMMISSIONERS  
OF FREEBORN COUNTY, MINNESOTA

**RESOLUTION 24-\_\_\_\_\_**

Whereas, it is in the best interest of Freeborn County to eliminate certain bonded indebtedness, and

Whereas, it is to the financial advantage of the County to invest internally;

Therefore, now be it Resolved, to authorize the actions and procedures to pay the debt owed by County Ditch J21, North Branch A Repair on January 16, 2024 and;

Further, be it Resolved, to invest in this ditch fund by providing a loan from the General Fund in the amount of \$391,660.46 for County Ditch J21, North Branch A Repair to allow for debt payoff at an annual interest rate of 4.25% and a term of 12 years, for a total loan investment of \$391,660.46.

\*\*\*\*\*

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 16<sup>th</sup> day of January, 2024 and as appears on the Minutes of their record of proceedings.

---

Ryan Rasmusson  
County Administrator  
Freeborn County, Minnesota

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Kelly D. Hendrickson  
Interim County Auditor-Treasurer  
Freeborn County, Minnesota

STATE OF MINNESOTA  
SS  
COUNTY OF FREEBORN

BEFORE THE BOARD OF  
COUNTY COMMISSIONERS  
OF FREEBORN COUNTY, MINNESOTA

**RESOLUTION 24-\_\_\_\_\_**

Whereas, it is in the best interest of Freeborn County to eliminate certain bonded indebtedness, and

Whereas, it is to the financial advantage of the County to invest internally;

Therefore, now be it Resolved, to authorize the actions and procedures to pay the debt owed by County Ditch J21, North Branch A Improvement on January 16, 2024 and;

Further, be it Resolved, to invest in this ditch fund by providing a loan from the General Fund in the amount of \$396,388.76 for County Ditch J21, North Branch A Improvement to allow for debt payoff at an annual interest rate of 4.25% and a term of 12 years, for a total loan investment of \$396,388.76.

\*\*\*\*\*

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 16<sup>th</sup> day of January, 2024 and as appears on the Minutes of their record of proceedings.

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Ryan Rasmusson  
County Administrator  
Freeborn County, Minnesota

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Kelly D. Hendrickson  
Interim County 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: 01/16/2024	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Kelly Hendrickson	<b>DEPARTMENT:</b> Auditor/Treasurer
<b>PRESENTED BY:</b> Kelly Hendrickson	<b>ESTIMATED TIME NEEDED:</b> <5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b>  Pass resolution of intent to reimburse expenditures – County Ditch J21 Repair Pass resolution of intent to reimburse expenditures County Ditch J21 Improvement.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION (MOTION/RESOLUTION);</b>  Approve	
<b>Fiscal Impact:</b> <input checked="" type="checkbox"/> COST AMOUNT _____ <b>BUDGETED</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> MN Statutes 103E _____	
<b>Other comments:</b>	

STATE OF MINNESOTA  
SS  
COUNTY OF FREEBORN

BEFORE THE BOARD OF  
COUNTY COMMISSIONERS  
OF FREEBORN COUNTY, MINNESOTA

**RESOLUTION 24-\_\_\_\_\_**

DECLARATION OF OFFICIAL INTENT TO  
REIMBURSE EXPENDITURES FOR DITCH PROJECTS  
WITH PROCEEDS OF DEBT OBLIGATIONS

The undersigned, being the county auditor of Freeborn County, Minnesota, and authorized by the Board of County Commissioners to make declarations of official intent under Treas. Reg. § 1.150-2 with respect to ditch projects to be undertaken or financed by the County, hereby declares as follows:

1. It is expected that the costs of the following ditch project(s) are intended to be reimbursed or otherwise financed by the issuance of debt obligations: County Ditch J21, Branch A Repair.
2. The amount of obligations expected to be issued for such purpose is not expected to exceed \$391,660.46.

Dated: January 16, 2024.

Presented to the County Board: January 16, 2024.

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Ryan Rasmusson  
County Administrator  
Freeborn County, Minnesota

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Kelly D. Hendrickson  
Interim County Auditor-Treasurer  
Freeborn County, Minnesota

STATE OF MINNESOTA  
SS  
COUNTY OF FREEBORN

BEFORE THE BOARD OF  
COUNTY COMMISSIONERS  
OF FREEBORN COUNTY, MINNESOTA

**RESOLUTION 24-\_\_\_\_\_**

DECLARATION OF OFFICIAL INTENT TO  
REIMBURSE EXPENDITURES FOR DITCH PROJECTS  
WITH PROCEEDS OF DEBT OBLIGATIONS

The undersigned, being the county auditor of Freeborn County, Minnesota, and authorized by the Board of County Commissioners to make declarations of official intent under Treas. Reg. § 1.150-2 with respect to ditch projects to be undertaken or financed by the County, hereby declares as follows:

1. It is expected that the costs of the following ditch project(s) are intended to be reimbursed or otherwise financed by the issuance of debt obligations: County Ditch J21, Branch A Improvement.
2. The amount of obligations expected to be issued for such purpose is not expected to exceed \$396,388.76.

Dated: January 16, 2024.

Presented to the County Board: January 16, 2024.

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Ryan Rasmusson  
County Administrator  
Freeborn County, Minnesota

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Kelly D. Hendrickson  
Interim County 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: 01/16/2024	<b>ACTION REQUESTED:</b>  <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b>  Kelly D Hendrickson	<b>DEPARTMENT:</b>  Auditor-Treasurer
<b>PRESENTED BY:</b>  Kelly D. Hendrickson	<b>ESTIMATED TIME NEEDED:</b>  <5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Consider a resolution on the Petition for Parial Abandonment of County Ditch no. 49, Lateral B-1.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b>  Approve	
<b>Fiscal Impact:</b> <input type="checkbox"/> COST AMOUNT _____ <b>BUDGETED</b> <input type="checkbox"/> Y <input type="checkbox"/> N  <b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> <u>Mn Statutes 103E</u>	
<b>Other comments:</b>	

**Resolution 24-**

**BEFORE THE FREEBORN COUNTY BOARD OF COMMISSIONERS ACTING  
AS DRAINAGE AUTHORITY FOR FREEBORN COUNTY DITCH 49 – LATERAL B-1**

**WHEREAS**, Steve Penkava, the duly appointed engineer, performed a preliminary investigation and report of Lateral B-1 to County Ditch no. 49;

**WHEREAS**, the Freeborn County Board of Commissioners ordered the abandonment of Freeborn County Ditch 49 – Lateral B-1; and

**WHEREAS**, the Petition for Partial Abandonment is authorized to be executed by the duly adopted resolution of the County Board;

**NOW THEREFORE**, be it resolved the Board in its capacity as Drainage Authority execute the Petition for Partial Abandonment of Lateral B-1 to County Ditch no. 49.

\*\*\*\*\*

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 16<sup>th</sup> day of January, 2024 and as appears on the Minutes of their record of proceedings.

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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: First Available	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Kelly D. Hendrickson	<b>DEPARTMENT:</b> Auditor/Treasurer
<b>PRESENTED BY:</b> Kelly D. Hendrickson	<b>ESTIMATED TIME NEEDED:</b> <5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> Consider a resolution setting the date for the Completion Hearing for the Abandonment of Freeborn County Ditch 49 – Lateral B-1.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION (MOTION/RESOLUTION);</b> Approve	
<b>Fiscal Impact:</b> <input type="checkbox"/> COST AMOUNT _____ <b>BUDGETED</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> __MN Statures 103E_____	
<b>Other comments:</b>	

**Resolution 24-XXX**

**BEFORE THE FREEBORN COUNTY BOARD OF COMMISSIONERS ACTING  
AS DRAINAGE AUTHORITY FOR FREEBORN COUNTY DITCH 49 – LATERAL B-1**

**WHEREAS**, the Freeborn County Board of Commissioners ordered the abandonment of Freeborn County Ditch 49 – Lateral B-1; and

**WHEREAS**, Steve Penkava, the duly appointed engineer, performed a preliminary investigation and report of Lateral B-1 to County Ditch no. 49; and

**WHEREAS**, a public hearing shall be held to hear public comment to bring the project to completion;

**NOW THEREFORE**, a public hearing is hereby set for March 19, 2024 at 9:15 a.m.

\*\*\*\*\*

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 16<sup>th</sup> day of January, 2024 and as appears on the Minutes of their record of proceedings.

---

Ryan Rasmusson  
Administrator  
County of Freeborn  
State of Minnesota

STATE OF MINNESOTA  
FREEBORN COUNTY BOARD OF COMMISSIONERS  
DRAINAGE AUTHORITY FOR FREEBORN COUNTY DITCH 49

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In the matter of the abandonment of a  
portion of Freeborn County Ditch 49

Petition for Partial Abandonment  
(103E.806)

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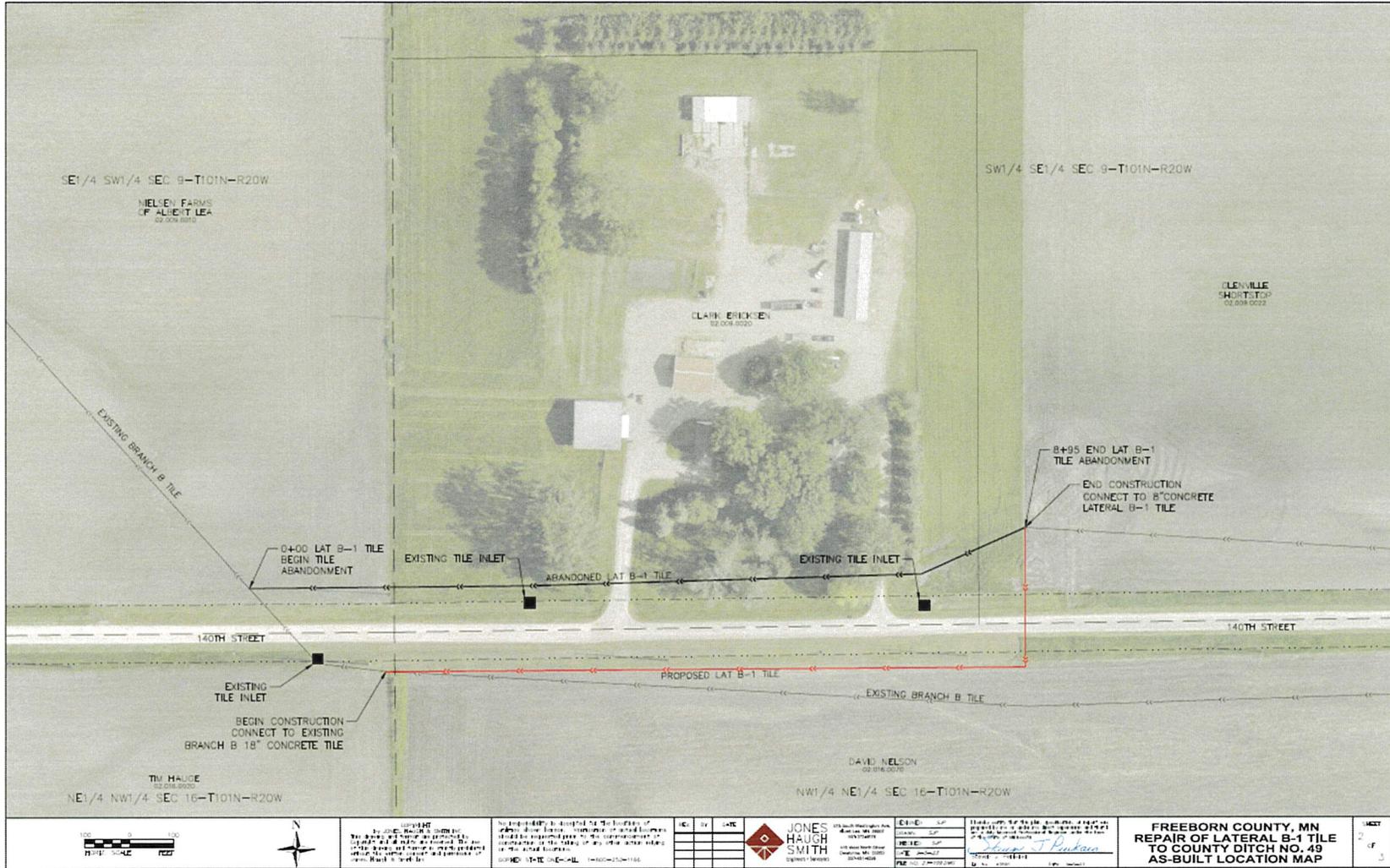
For its petition to abandon a portion of Freeborn County Ditch 49, the Freeborn County Board of Commissioners states and alleges as follows:

1. Freeborn County is the owner of property and infrastructure assessed for benefits on Freeborn County Ditch (CD) 49. Specifically, the Board, as road authority, pays assessments to CD 49 for benefits to public highways.
2. By resolution 23-229, the Board authorized a repair by realignment of a portion of Lateral B-1 of CD 49. The Board determined the realignment was in the best interest of the drainage system due to a prevalence of mature trees along the existing alignment of Lateral B-1.
3. Upon completion of the approved repair, the remnant portion of Lateral B-1 will no longer serve a substantial useful purpose as part of the drainage system to any property remaining in the system and will not be of a substantial public benefit and utility.
4. It is in the best interest of the drainage system that the remnant portion of Lateral B-1, orphaned by the repair, be removed from the official alignment of the drainage system and abandoned from the system.
5. The portion of Lateral B-1 to be abandoned is depicted on the enclosed map and generally runs from the Lateral B-1 junction with Lateral B, easterly across the adjacent, Ericksen property.
6. Similarly, it is in the best interest of the drainage system that the new alignment of Lateral B-1, established by the repair, be documented in the official record of the drainage system.
7. Therefore, the Petitioner requests that the Board, in its capacity as Drainage Authority, initiate proceedings to abandon a portion of CD 49 as outlined herein.
8. This Petition is authorized to be executed by duly adopted resolution of the County Board.

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Brad Edwin, Chairman

Dated: \_\_\_\_\_, 2024





## FREEBORN COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> INFORMATIONAL ONLY  DATE OF MEETING: January 16, 2024	<b>ACTION REQUESTED:</b>  <input type="checkbox"/> Motion <span style="margin-left: 200px;"><input type="checkbox"/> Discussion</span> <input checked="" type="checkbox"/> Resolution <span style="margin-left: 150px;"><input type="checkbox"/> Request Board direction</span>
<b>SUBMITTED BY:</b>  Lisa Peterson	<b>DEPARTMENT:</b>  Highway
<b>PRESENTED BY:</b>  Philip Wacholz	<b>ESTIMATED TIME NEEDED:</b>  5 Minutes
<b>SUMMARY OF ISSUE/TOPIC:</b>  <p>This item is the annual update to the eligibility list for funding the replacement of bridges. This item allows Freeborn County to receive funding from the State of Minnesota should a bridge in Freeborn County be selected by the state. The bridge funding is made available via general obligation bonding.</p> <p>Currently, Freeborn County has twelve bridges that are eligible for funding. Last year we only had five. Two bridges are planned for replacement in 2024. Additional projects will be added as funding becomes available from State sources.</p>	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b>  Resolution	
<b>Fiscal Impact:</b> <input checked="" type="checkbox"/> COST    AMOUNT__Varies_____ <b>BUDGETED</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
<b>MANDATED :</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> _____	
<b>Other comments:</b>	

**Freeborn County Board of Commissioners**  
**RESOLUTION 24-XXX**

*Five-Year Bridge Plan*

**WHEREAS**, the County Board of the County of Freeborn is the road authority and,

**WHEREAS**, Freeborn County has determined that the following deficient bridges on the County State Aid Highway, County Road, and Township systems are a high priority and require replacement or rehabilitation within the next five (5) years per the attached schedule, and

**WHEREAS**, local roads play an essential role in the overall state transportation network and local bridges are a critical component of the local road systems, and

**WHEREAS**, State support for the replacement or rehabilitation of local bridges continues to be crucial to maintaining the integrity of the local road systems and is necessary for the County and the Townships to proceed with the replacement or rehabilitation of the high priority deficient bridges described above, and

**WHEREAS**, Freeborn County intends to proceed with replacement, rehabilitation, or removal of these bridges as soon as possible when State Transportation Bond Funds are available.

**NOW THEREFORE, BE IT RESOLVED**, that Freeborn County commits that it will proceed with the design and contract documents for these bridges immediately after being notified that funds are available in order to permit construction to take place within one year of notification, and

**BE IT FURTHER RESOLVED**, Freeborn County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

\* \* \* \* \*

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 16<sup>th</sup> of January, 2024 and as appears on the Minutes of their record of proceedings.

---

Ryan Rasmusson  
County Administrator  
County of Freeborn  
State of Minnesota

Freeborn County Highway Department  
Master Bridge List



seq	Project	Old Bridge No.	New Bridge No.	Road	Road	Road No.	Twp	Section Township Range	Waterway	Existing Structure	POSTED	Structure Total Length	Barrel Total Length	Year Built	Local Planning Index 1-10-2024	A D T 3/16 /2020	A D T	Proposed Structure	Proposed Year	County Resolution	Bonding	State Aid	County	Town Bridge	Township	TOTAL	LPI Rank
1	024-630-023	89286	24J57	850 AV	CSAH	30	Newry	19-104-19	CD J27	CON BOX CULV	26-40-40	18.3	29.0	1934	40	210	275	2-8' x 8' RCB Culvert	2025	1/16/2024	\$200,000	\$200,000				\$400,000	1
2	024-598-019	92991	24555	ST LN RD	CR	60	Mansfield	35-101-23	CD 5 Lime Creek	TIM SLAB SPAN 3	26-40-40 T	54.0	0.0	1973	42	260	245	bridge	2024	1/16/2024	\$800,000		\$200,000			\$1,000,000	2
3	024-626-019	89278	24J64	810 AV	CSAH	26	Hayward	9-102-20	CD 32	CON BOX CULV		16.2	80.0	1935	47	1850	2350	12' x 8' RCB Culvert	2024	1/16/2024	\$200,000	\$200,000				\$400,000	3
4	024-598-021	89308	24J62	335 ST	CR	70	Freeborn	1-104-23	JD 8 Stream	CON BOX CULV	26-40-40	22.5	26.0	1940	49	35	45	169" x 107" RCP Arch	TBD	1/16/2024	\$125,000	\$125,000				\$250,000	4
5	024-617-019	89268	24J63	180 ST	CSAH	17	Alden	19-102-23	E. Branch Blue Earth River	STL PIPE ARC	24-40-40	14.3	56.0	1958	51	230	260	2-169" x 107" RCP Arch	2024	1/16/2024	\$125,000	\$125,000				\$250,000	5
6	024-626-018	89276	24J66	810 AV	CSAH	26	Shellrock	4-101-20	CD J20	CON BOX CULV		18.3	32.0	1937	51	700	1200	2-8' x 8' RCB Culvert	2024	1/16/2024	\$250,000	\$250,000				\$500,000	5
7		92921	xxxxx	620 AV	CR	61	Carlston	32-103-23	JC 80 Foster Creek (split)	STL PIPE ARC	24-40-40	11.8	40.0	1972	53	55	95	138" x 88" RCP Arch	TBD	1/16/2024	\$200,000		\$50,000			\$250,000	7
8		L0393		840th Av	TWP		Hayward		CD #62	CON BOX CULV					54					1/16/2024				\$230,000	\$20,000	\$250,000	8
9	024-599-052	L5598	24J54	890 AV	TWP	21	London	35-101-19	Tributary to Cedar River	STL PIPE ARC	26-40-40	10.3	48.0	1960	55	30	30	138" x 88" RCP Arch	TBD	1/16/2024				\$180,000	\$20,000	\$200,000	9
10		L8588	xxxxx	185 ST	TWP	70	Hayward	21-102-20	CD 62 Peter Lund Creek	STL PIPE ARC	24-40-40	13.0	50.0	1968	55	10	10	169" x 107" RCP Arch	TBD	1/16/2024				\$180,000	\$20,000	\$200,000	9
11	024-599-043	24505	24560	660 AV	TWP	343	Mansfield	1-101-23	300 ST	TIM SLAB SPAN 2		37.0	0.0	1963	59	72	<50	bridge	TBD	1/16/2024				\$780,000	\$20,000	\$800,000	11
12	024-599-055	L5592	24564	100 ST	TWP	505	London	32-101-19	CD 71 Deer Creek	STL BEAM SPAN	12-22-20 T	38.0	0.0	1946	62	405	230	bridge	TBD	1/16/2024				\$780,000	\$20,000	\$800,000	12
13	024-599-058	L0389	24J70	880 AV	TWP	263	Oakland	27-102-19	Woodbury Creek	TIM SLAB SPAN		16.0	0.0	1950	63	21	<50	12' x 9' RCB Culvert	TBD	1/16/2024				\$230,000	\$20,000	\$250,000	13
14	024-599-050	L5615	24J53	185 ST	TWP	70	Hayward	22-102-20	CD 62	STL PIPE ARC		15.5	44.0	1959	64	10	10	12' x 9' RCB Culvert	2025	1/16/2024				\$230,000	\$20,000	\$250,000	14
15	024-598-018	89321	24556	290 ST	CR	103	Newry	34-104-19	JD 24 Deer Creek	TIM SLAB SPAN 2		44.0	0.0	1958	64	80	55	bridge	TBD	1/16/2024	\$700,000		\$100,000			\$800,000	14
16	024-599-056	L5611	24J67	170 ST	TWP	58	Alden	35-102-23	CD 23 Steward Creek	CON BOX CULV	26-40-40 T	18.3	25.0	1936	66	25	25	2-138" x 88" RCP Arch	TBD	1/16/2024				\$230,000	\$20,000	\$250,000	16
17	024-599-057	L5619	24J68	610 AV	TWP	502	Carlston	6-103-23	Ditch/JCD #301 F&F	CON BOX CULV	26-40-40 T	13.7	28.0	1933	66	33	33	138" x 88" RCP Arch	TBD	1/16/2024				\$180,000	\$20,000	\$200,000	16
18	024-599-051	L9417	24J55	640 AV	TWP	346	Mansfield	22-101-23	JD 25	STL PIPE ARC		11.8	70.0	1973	67	20	20	138" x 88" RCP Arch	2025	1/16/2024				\$180,000	\$20,000	\$200,000	18
19		L5596	xxxxx	110 ST	TWP	12	Mansfield	35-101-23	JD 25	STL PIPE ARC	24-40-40 T	26.0	74.0	1958	67	50	50	12' x 10' RCB Culvert	TBD	1/16/2024				\$180,000	\$20,000	\$200,000	18
20	024-609-007	24512	24559	145 ST	CSAH	9	Nunda	8-101-22	CD 79	TIM SLAB SPAN 1		24.0	0.0	1973	68	260	240	bridge	TBD	1/16/2024	\$700,000	\$100,000				\$800,000	20
21	024-599-053	L5627	24J56	610 AV	TWP	207	Freeborn	19-104-23	Big Cobb River	STL PIPE ARC	24-40-40 T	13.9	46.0	1961	71	41	41	169" x 107" RCP Arch	TBD	1/16/2024				\$180,000	\$20,000	\$200,000	21
22	024-599-044	24527	24562	855 AV	TWP	169	Moscow	7-103-19	JD 24 Deer Creek	TIM SLAB SPAN 3	40 T	78.0	0.0	1982	72	42	<50	bridge	TBD	1/16/2024				\$780,000	\$20,000	\$800,000	22
23	024-630-022	89285	24J58	850 av	CSAH	30	Newry	7-104-19	JMud Creek	CON BOX CULV		11.5	28.0	1934	75	50	50	12' x 7' RCB Culvert	TBD	1/16/2024	\$125,000	\$125,000				\$250,000	23
24		L9632	xxxxx	322 ST	TWP	244	Freeborn	7-104-23	Cobb Creek	STL PIPE ARC	24-40-40 T	19.7	40.0	1976	75	45	45		TBD	1/16/2024				\$230,000	\$20,000	\$250,000	23
25	024-599-042	L9494	24561	110 ST	TWP	11	Nunda	31-101-22	CD 5 Lime Creek	TIM SLAB SPAN 1	40 T	34.8	0.0	1974	76	85	<50	bridge	TBD	1/16/2024				\$780,000	\$20,000	\$800,000	25
26		L5636	xxxxx	340 St	TWP	250	Bath	6-104-21	CD 46	STL PIPE ARC	24-40-40 T	33.0	88.0	1957	78	40	40		TBD	1/16/2024				\$230,000	\$20,000	\$250,000	26
27		L8599	xxxxx	190 ST	TWP	69	Hayward	22-102-20	CD 62	STL PIPE ARC		12.0	72.0	1965	82	43	40	12' x 8' RCB Culvert	TBD	1/16/2024				\$230,000	\$20,000	\$250,000	27
28		89305	xxxxx	120 ST	CR	62	Mansfield	26-101-23	JD 25	STL PIPE ARC		17.0	60.0	1950	83	20	25	169" x 107" RCP Arch	TBD	1/16/2024	\$200,000		\$50,000			\$250,000	28
29		L0392	xxxxx	860 AV	TWP	275	London	29-101-19	CD 71 Deer Creek	STL PIPE ARC		12.8	60.0	1959	83	40	40		TBD	1/16/2024				\$180,000	\$20,000	\$200,000	28
30		R0289	xxxxx	200 ST	TWP	281	Hayward	17-102-20	CD 32	STL PIPE ARC		12.3	80.0	1989	85	49	49	10' x 7' RCB Culvert	TBD	1/16/2024				\$230,000	\$20,000	\$250,000	30
31	024-599-054	L9574	24J59	760 AV	TWP	9	Freeman	34-101-21	CD 55	STL PIPE ARC		13.4	44.0	1975	87	46	<50	154" x 97" RCP Arch	TBD	1/16/2024				\$180,000	\$20,000	\$200,000	31

Denotes a structurally deficient status  
Denotes a Township Owned Bridge  
XX within funding thresholds

\$3,625,000 \$1,125,000 \$400,000 \$6,400,000 \$400,000 \$11,950,000



## FREEBORN COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> INFORMATIONAL ONLY  DATE OF MEETING: January 16, 2024	<b>ACTION REQUESTED:</b>  <input type="checkbox"/> Motion <span style="margin-left: 200px;"><input type="checkbox"/> Discussion</span> <input checked="" type="checkbox"/> Resolution <span style="margin-left: 150px;"><input type="checkbox"/> Request Board direction</span>
<b>SUBMITTED BY:</b>  Lisa Peterson	<b>DEPARTMENT:</b>  Highway
<b>PRESENTED BY:</b>  Philip Wacholz	<b>ESTIMATED TIME NEEDED:</b>  5 Minutes
<b>SUMMARY OF ISSUE/TOPIC:</b>  <p>The City of Geneva has requested sponsorship of their application for Active Transportation Grant Funds through MnDOT. This is a State grant that offers funding for projects that promote pedestrian and bike facilities and that reduce vehicle miles traveled.</p> <p>This sponsorship is similar to the LRIP Grant requirements where County sponsorship is required for a project to move forward. The County has no financial obligation in the project other than passing along any state funding received for the project to the City of Geneva. A similar arrangement was executed successfully with Bath Township when they received a State LRIP grant in 2022.</p> <p>The project involves the reconstruction of the downtown sidewalks, curb and gutter, and some storm sewer in Geneva. The County Engineer supports this request and will assist with project needs as required by the grant agreement and intergovernmental agreement that will be executed if Geneva is successful in their application.</p>	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b>  Resolution	
<b>Fiscal Impact:</b> <input checked="" type="checkbox"/> COST <u>  N/A  </u> <b>BUDGETED</b> <input type="checkbox"/> Y <input type="checkbox"/> N  <b>MANDATED :</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> _____	
<b>Other comments:</b>	

**RESOLUTION 24-00X**

*Authorizing Sponsorship of the City of Geneva's 2024 Active Transportation Program Application*

**WHEREAS**, the Minnesota Active Transportation Infrastructure Program provides grant funding for the construction of pedestrian and bicycle infrastructure projects that will improve transportation options and reduce vehicle miles traveled; and

**WHEREAS**, the proposed project, the Downtown Improvement Project, will improve pavement condition, pedestrian amenities, and stormwater infrastructure within Geneva's downtown area; and

**WHEREAS**, the Minnesota Active Transportation Infrastructure Program requires non-state aid cities, such as the City of Geneva, to have a county sponsor for their application and project; and

**WHEREAS**, Freeborn County is aware of the City of Geneva's application to MnDOT's Active Transportation Program and supports the Downtown Improvement Project.

**NOW, THEREFORE, BE IT RESOLVED**, that Freeborn County supports the submittal of the City of Geneva's Active Transportation application for the Downtown Improvement Project; and

**IT IS FURTHER RESOLVED**, that Freeborn County will be the project sponsor and fiscal agent for the City of Geneva if the Downtown Improvement Project is selected for funding; and

**IT IS FURTHER RESOLVED**, that Freeborn County agrees to work with MnDOT, the City of Geneva, and all involved agencies to meet the following responsibilities:

- a. Be the fiscal agent on behalf of the applicant and have funds flow from MnDOT to the state aid city or county to the contractor.
- b. Request SAP/SP number for the project.
- c. Ensure the project meets milestones and dates.
- d. Assist local agency in execution of a grant agreement.
- e. Develop, review and/or approve the plan.
- f. Submit plan, engineers estimate, and proposal to the District State Aid Engineer (DSAE).
- g. Advertise, let, and award the project.
- h. Submit pay requests to State Aid.
- i. Communicate progress and updates with the DSAEs and State Aid State Programs Engineer or Active Transportation Engineer.
- j. Ensure that the project receives adequate supervision and inspection.
- k. Assist with project close out.

**IT IS FURTHER RESOLVED**, that Freeborn County will enter into an Intergovernmental Agreement with the City of Geneva to define the responsibilities of the City and 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 16<sup>th</sup> of January, 2024 and as appears on the Minutes of their record of proceedings.

---

Ryan Rasmusson  
County Administrator  
County of Freeborn  
State of Minnesota

FREEBORN COUNTY MINNESOTA RESOLUTION #24-XXX

**A RESOLUTION to accept a donation of quilts from Glenville High School.**

**WHEREAS**, the Sheriff's Office received a donation of 7 quilts from Glenville High School students who wished to have them distributed by Deputies to those in need.

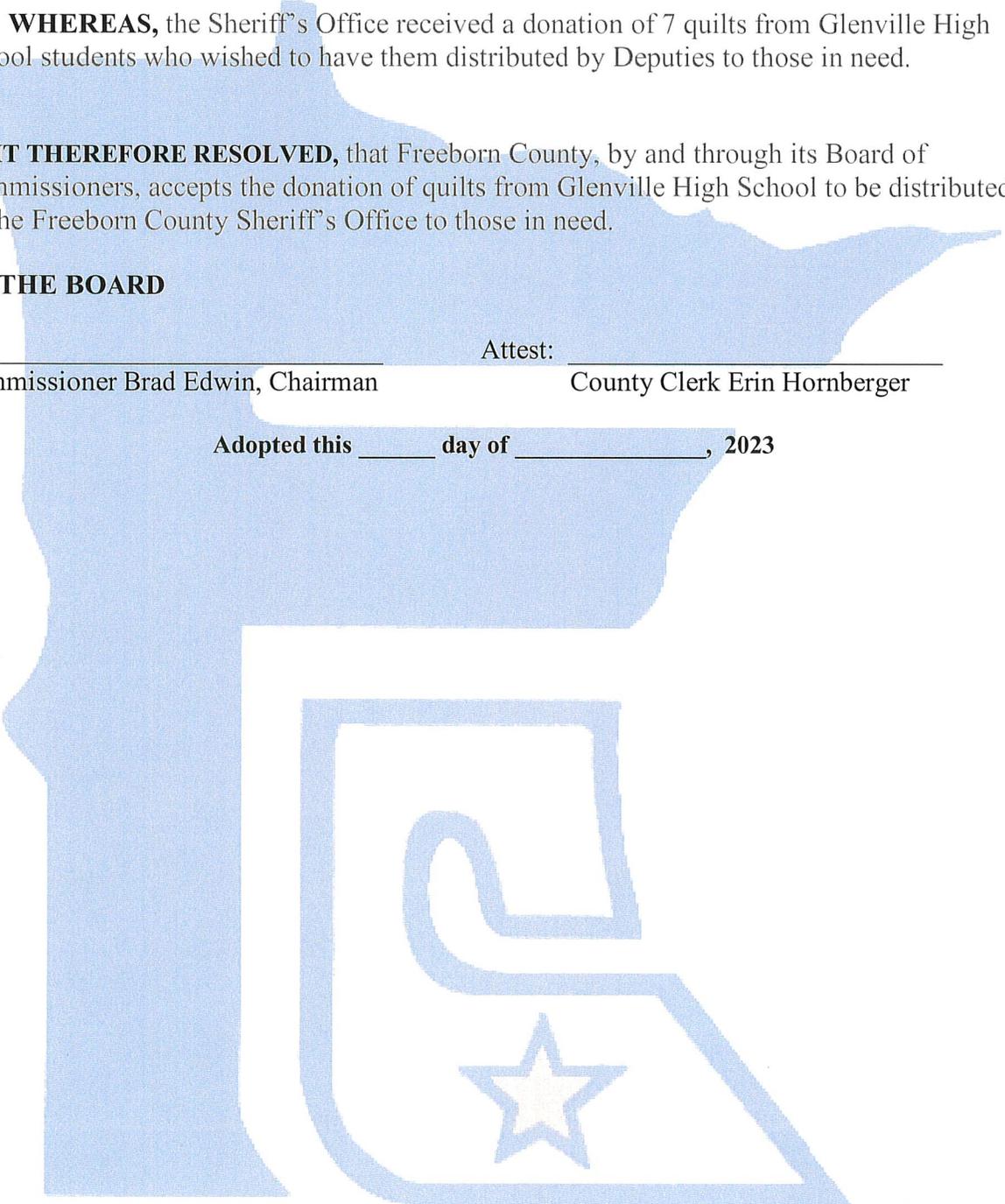
**BE IT THEREFORE RESOLVED**, that Freeborn County, by and through its Board of Commissioners, accepts the donation of quilts from Glenville High School to be distributed by the Freeborn County Sheriff's Office to those in need.

**BY THE BOARD**

\_\_\_\_\_  
Commissioner Brad Edwin, Chairman

Attest: \_\_\_\_\_  
County Clerk Erin Hornberger

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023



FREEBORN COUNTY MINNESOTA RESOLUTION #24-XXX

**A RESOLUTION to accept \$100.00 in donations from a Freeborn County citizen. The donated funds will be put towards the sheriff's office equipment fund (01-201-6601).**

**WHEREAS**, the Sheriff's Office received a donation of \$100 cash from an anonymous citizen on December 09, 2023.

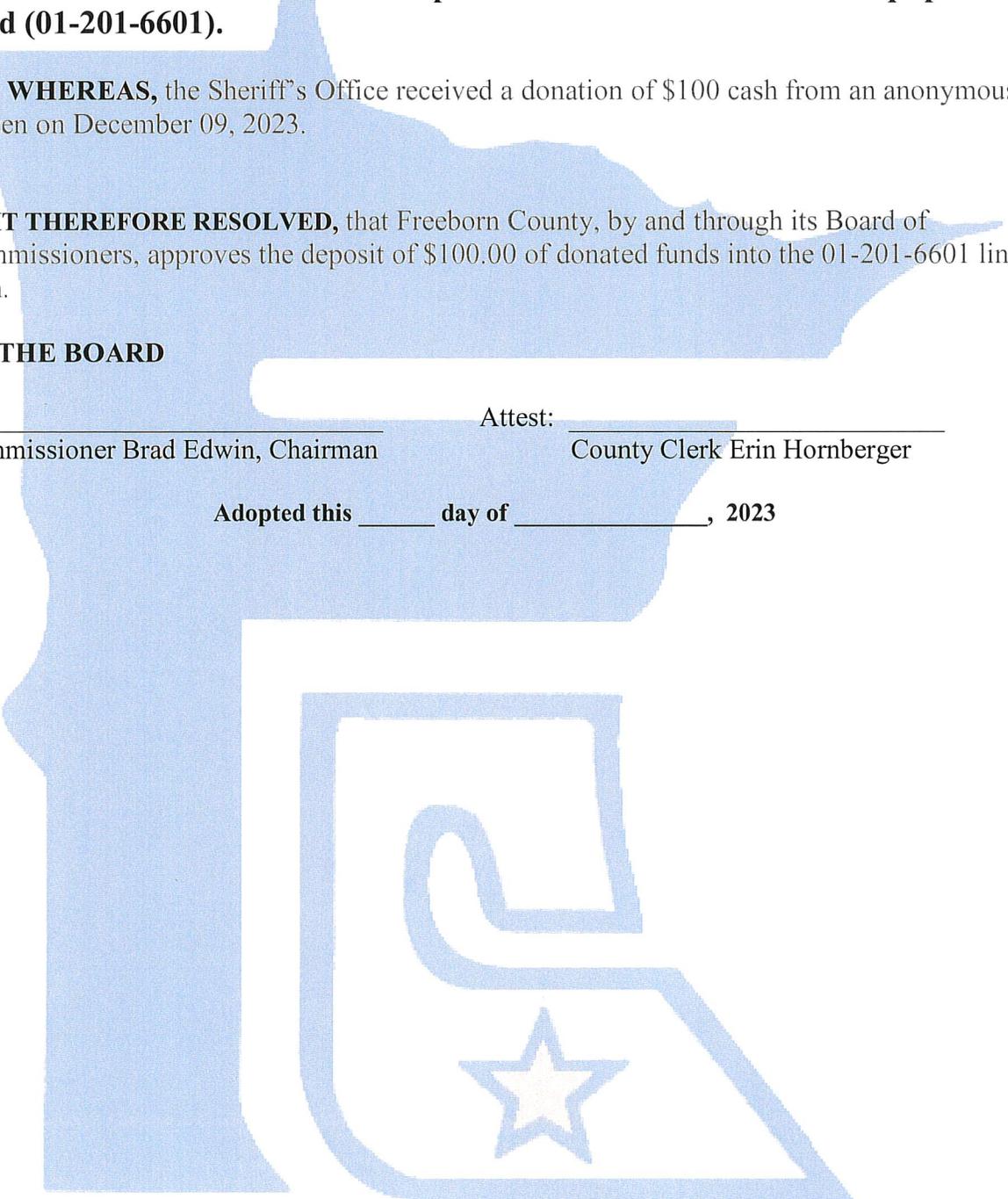
**BE IT THEREFORE RESOLVED**, that Freeborn County, by and through its Board of Commissioners, approves the deposit of \$100.00 of donated funds into the 01-201-6601 line item.

**BY THE BOARD**

\_\_\_\_\_  
Commissioner Brad Edwin, Chairman

Attest: \_\_\_\_\_  
County Clerk Erin Hornberger

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023



FREEBORN COUNTY MINNESOTA RESOLUTION #24-XXX

**A RESOLUTION to accept the grant of \$5000 from Enbridge Inc.**

**WHEREAS**, Emergency Manager Rich Hall applied for a grant for \$5000 from Enbridge Inc and was awarded the grant to purchase a new trolling motor and equipment for the Sheriff's Office boat.

**WHEREAS**, the Sheriff's Office received the check for \$5000 in December of 2024 from American Online Giving Foundation for the grant from Enbridge Inc.

**WHEREAS**, the grant can be used for boat and water safety use on Fountain Lake because the Enbridge Pipeline runs under Fountain lake.

**WHEREAS**, a need was realized in 2023 for the Sheriff's Office boat to be equipped with a trolling motor with "spot lock" in order to keep the boat steady, in one location, during emergency maneuvers.

**BE IT THEREFORE RESOLVED**, that Freeborn County, by and through its Board of Commissioners, accepts the grant funds of \$5000 from Enbridge Inc, via American Online Giving Foundation, to be deposited to the account 01-205-6601 for boat and water safety equipment.

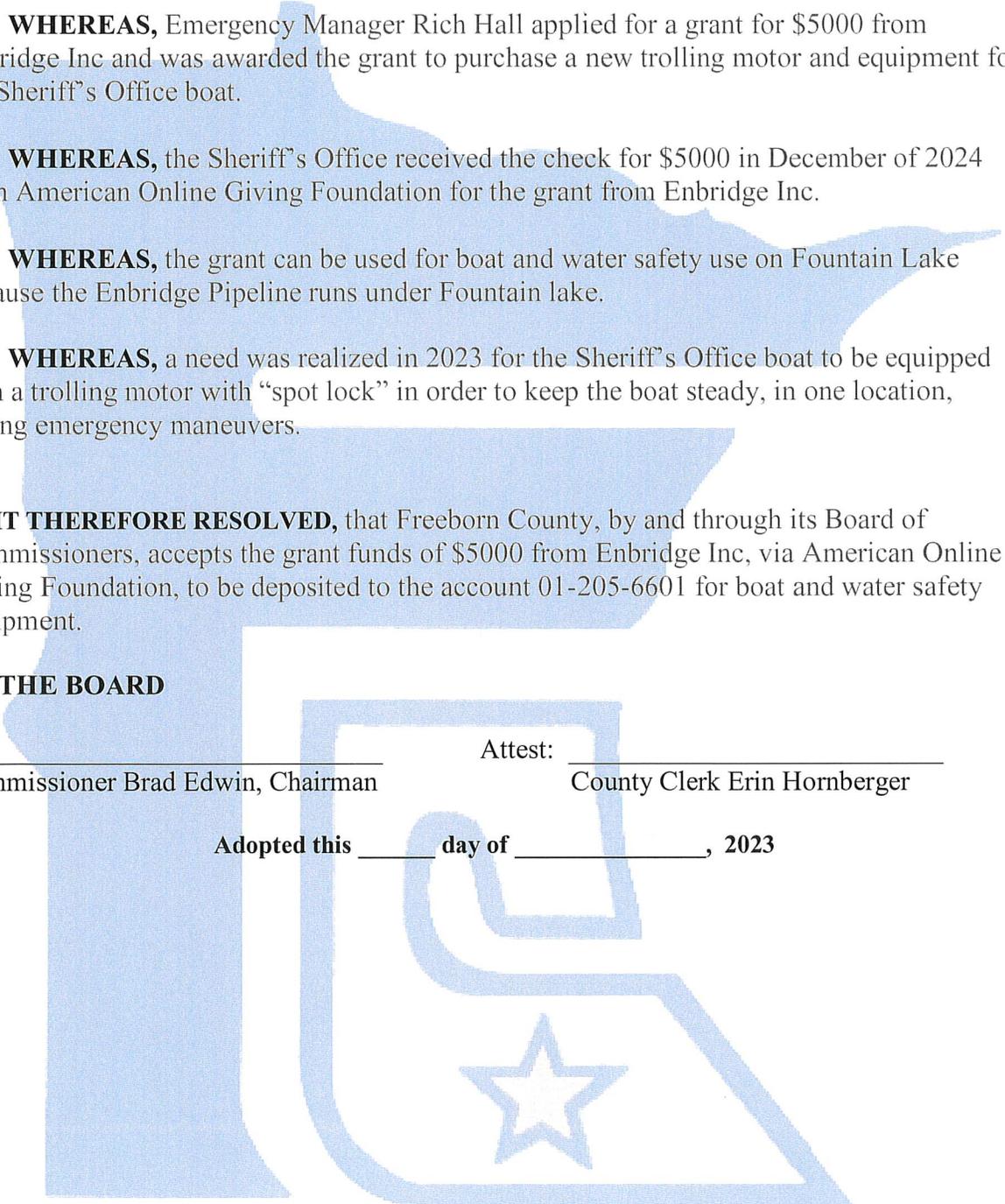
**BY THE BOARD**

\_\_\_\_\_  
Commissioner Brad Edwin, Chairman

Attest:

\_\_\_\_\_  
County Clerk Erin Hornberger

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023



FREEBORN COUNTY MINNESOTA RESOLUTION #24-XXX

**A RESOLUTION to accept \$10.00 in donations from a Freeborn County citizen. The donated funds will be put towards the sheriff's office equipment fund (01-201-6601).**

**WHEREAS**, the Sheriff's Office received a donation of \$10 cash from an anonymous citizen on December 12, 2023.

**WHEREAS**, the citizen asked that the money be put toward the Shop with a Cop program.

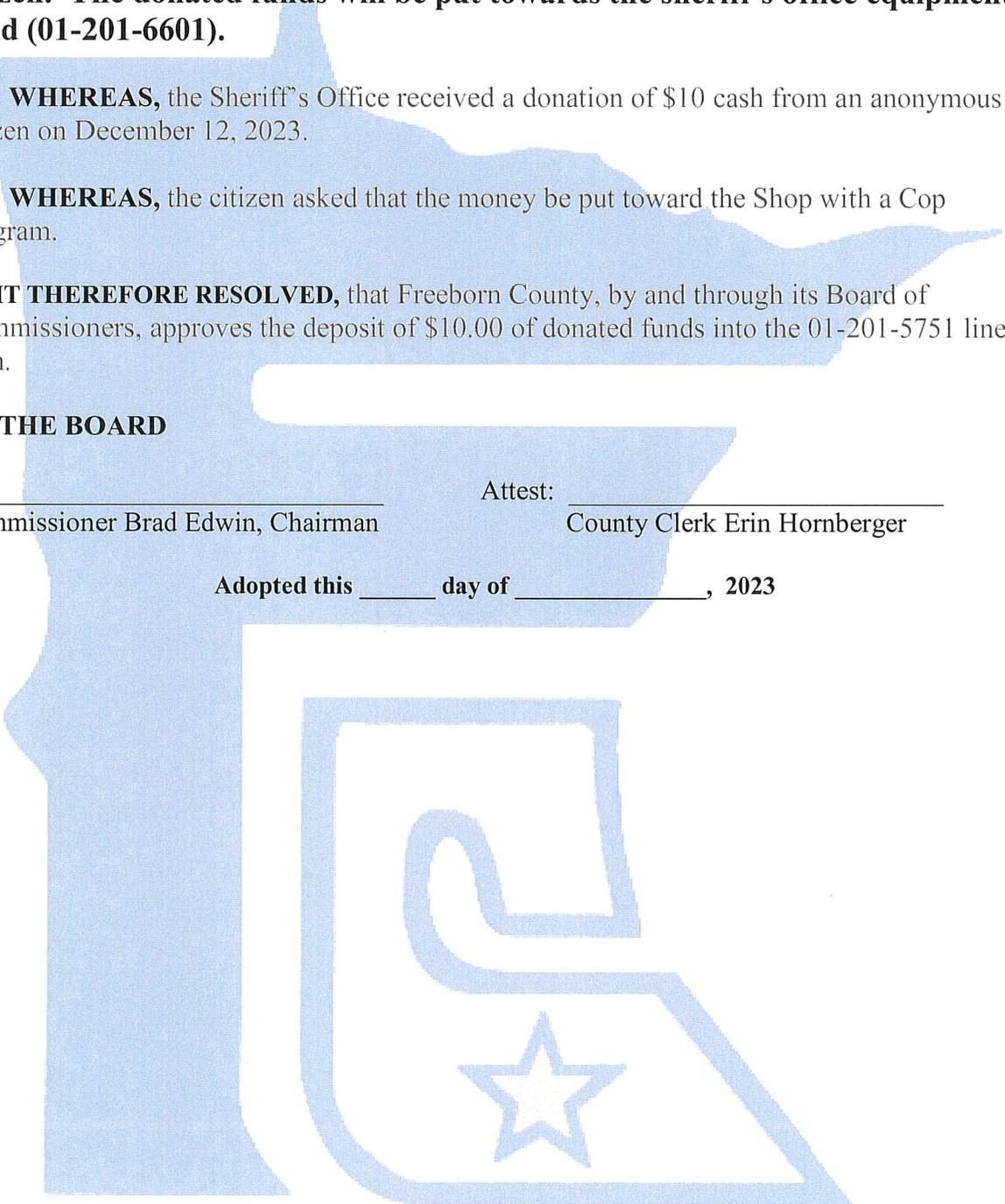
**BE IT THEREFORE RESOLVED**, that Freeborn County, by and through its Board of Commissioners, approves the deposit of \$10.00 of donated funds into the 01-201-5751 line item.

**BY THE BOARD**

\_\_\_\_\_  
Commissioner Brad Edwin, Chairman

Attest: \_\_\_\_\_  
County Clerk Erin Hornberger

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023





**FREEBORN COUNTY BOARD OF COMMISSIONERS  
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> INFORMATIONAL ONLY  DATE OF MEETING: 01/16/2024	<b>ACTION REQUESTED:</b>  <input type="checkbox"/> Motion <span style="margin-left: 200px;"><input type="checkbox"/> Discussion</span> <input checked="" type="checkbox"/> Resolution <span style="margin-left: 150px;"><input type="checkbox"/> Request Board direction</span>
<b>SUBMITTED BY:</b> Suzi Nerison	<b>DEPARTMENT:</b> Human Services
<b>PRESENTED BY:</b> Suzi Nerison	<b>ESTIMATED TIME NEEDED:</b> 10 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> <p>Freeborn County is part of the South Central Community-Based Initiative (SCCBI). SCCBI's mission is to facilitate each mental health consumer's recovery by improving their quality of life, by assisting them to assume increasing responsibility over their lives, and to help them function as actively and independently as possible in the community. Active participation with the SSCBI is needed to assure that Freeborn County's interests are addressed related to the provision of mental health services in our county.</p> <p>The SCCBI purchases psychiatry services from the Freeborn County Department of Human Services with grant dollars received from the Minnesota Department of Human Services. Services that may be provided for reimbursement include psychiatric services and certain allowable administrative costs. Reimbursement for psychiatric services is in accordance with the formula passed by the SCCBI Joint Powers Board.</p> <p>Total of psychiatric services to be purchased by the SCCBI from the Mental Health Center of the Freeborn County Department of Human Services: \$178,737.93.</p> <p>This amount supplements 3rd party payments to the Freeborn County Mental Health Center.</p>	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b> As the local MH Authority, the County board must use all available resources to develop a system of affordable and locally available mental health services.	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Resolution to approve the 2024 Purchase of Service Agreement between Freeborn County Human Services and SCCBI for Psychiatry Services	
<b>Fiscal Impact:</b> <input type="checkbox"/> COST    AMOUNT <u>\$178,737.93</u> <b>BUDGETED</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N  <b>MANDATED :</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> <u>MN DHS; MN Statute 245.466</u>	
<b>Other comments:</b> Psychiatry clients are accepted from any of the SCCBI Counties	

# Freeborn County Board of Commissioners

## RESOLUTION 24-XXX

**Resolution to approve the Purchase of Service Agreement for Psychiatry Services between the South-Central Community-Based Initiative and the Freeborn County Department of Human Services/Freeborn County Mental Health Center**

**WHEREAS**, the Freeborn County Department of Human Services is part of the 10-county South Central Community-Based Initiative (SCCBI) to provide services to persons with mental illness; and

**WHEREAS**, the mission of the SCCBI is to facilitate each mental health consumer's recovery by improving their quality of life, by assisting them to assume increased responsibility over their lives, and to help them function as actively and independently as possible in the community; and

**WHEREAS**, the SCCBI has been awarded a grant allocation from the State of Minnesota for the provision of psychiatric services within the 10-counties comprising the Initiative; and

**WHEREAS**, the SCCBI purchases mental health services in the form of psychiatric urgent care, psychiatric medication management services and administration of these services from participating county human service agencies with specified grant dollars from the State of Minnesota in order to fulfill the mission; therefore

**BE IT RESOLVED**, that the 2024 Purchase of Service Agreement between the South-Central Community-Based Initiative and the Freeborn County Department of Human Services for provision of the psychiatric services identified in the agreement to residents of Freeborn County and of counties comprising the SCCBI.

\* \* \* \* \*

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 16th 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: 01/16/2024	<b>ACTION REQUESTED:</b>  <input type="checkbox"/> Motion  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Discussion  <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b>  Suzi Nerison	<b>DEPARTMENT:</b>  Human Services
<b>PRESENTED BY:</b>  Suzi Nerison	<b>ESTIMATED TIME NEEDED:</b>  5 minutes
<b>SUMMARY OF ISSUE/TOPIC:</b> <p>The Freeborn County Mental Center receives funding form the South Central Community-Based Initiative (SCCBI) to provide psychiatry services to individuals in Freeborn County as well as residents from counties comprising the SCCBI. The SCCBI purchases psychiatry services from Freeborn County in the form of reimbursement to Freeborn County in accordance with the psychiatric formula passed by the SCCBI Joint Powers Board.</p> <p>The Freeborn County Mental Health Center also has the capacity to bill insurance for psychiatry services provided by Brian Vold at the location at the Freeborn County Department of Human Services. Brian is a high performing provider. SCCBI Reimbursement and 3rd party billing covers more than the amount paid by the county for this contracted service.</p> <p>Psychiatric services in rural Minnesota are in high demand, and many providers have long wait lists. Brian Vold has provided highly demanded, quality psychiatric services for Freeborn County. Brian is able and willing to add a day of service to the Freeborn County, increasing his service to 3 days per week. Funding has been allocated by the SCCBI to allow for reimbursement for additional service, as well.</p>	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>  Includes an additional day per week of psychiatric services at FCMHC	
<b>RECOMMENDED BOARD ACTION(MOTION/RESOLUTION);</b>  Resolution to approve the 2024 Purchase of Service Agreement between Freeborn County Dept of Human Services and Brian Vold.	
<b>Fiscal Impact:</b> <input checked="" type="checkbox"/> <b>COST</b> <b>AMOUNT</b> <u>Not to exceed \$233,376</u> <b>BUDGETED</b> <input checked="" type="checkbox"/> <b>Y</b> <input type="checkbox"/> <b>N</b>	
<b>MANDATED :</b> <input type="checkbox"/> <b>Y</b> <input checked="" type="checkbox"/> <b>N</b> <b>BY WHAT AGENCY:</b> _____	
<b>Other comments:</b>	

# Freeborn County Board of Commissioners

## RESOLUTION 24-XXX

### Resolution to approve the 2024 Purchase of Service Agreement between the Freeborn County Department of Human Services and Brian Vold

**WHEREAS**, psychiatric services in rural Minnesota are becoming increasingly difficult to access; and

**WHEREAS**, the Freeborn County Department of Human Services is part of the 10-county South Central Community-Based Initiative (SCCBI) to provide services to persons with mental illness; and

**WHEREAS**, the SCCBI purchases mental health services including psychiatric services from the Freeborn County Mental Health Center for residents of counties comprising the SCCBI; and

**WHEREAS**, Brian Vold is able to provide quality psychiatric services for clients of the Freeborn County Mental Health Center, increasing accessibility for local residents; and

**WHEREAS**, the Freeborn County Mental Health Center and Brian Vold are credentialed to bill insurance for psychiatric services; therefore

**BE IT RESOLVED**, that the 2024 Purchase of Service Agreement between the Freeborn County Department of Human Services and Brian Vold be approved for provision of the psychiatric services to residents of Freeborn County and of counties comprising the SCCBI.

\* \* \* \* \*

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 16th day of January, 2024, and as it appears on the Minutes of their record of proceedings.

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Ryan Rasmusson  
Administrator  
County of Freeborn  
State of Minnesota



## FREEBORN COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

<input type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 1.16.24	<b>ACTION REQUESTED:</b> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Erin Hornberger	<b>DEPARTMENT:</b> Personnel
<b>PRESENTED BY:</b> Erin L. Hornberger	<b>ESTIMATED TIME NEEDED:</b>
<b>SUMMARY OF ISSUE/TOPIC:</b>  <b>Robin Evenson has been employed with the Freeborn County Veteran Services as a Veteran's Service Benefits Specialist since December 3<sup>rd</sup>, 1979. She is resigning her position effective March 31<sup>st</sup>, 2024.</b>	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION); Resolution to accept the resignation of Robin Evenson, Veteran's Service Benefit Specialist, effective March 31<sup>st</sup>, 2024.</b>	
<b>Fiscal Impact:</b> <input type="checkbox"/> COST    AMOUNT _____ <b>BUDGETED</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
<b>MANDATED :</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> _____	
<b>Other comments:</b>	

**RESOLUTION 24-XXX**

**ACCEPTING THE RESIGNATION OF ROBIN EVENSON**

**WHEREAS**, the Freeborn County Veteran 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**; Robin Evenson has been employed as a VSO Benefits Specialist since December 3rd, 1979 and is resigning her position effective March 31<sup>st</sup>, 2024,

**NOW, THEREFORE BE IT RESOLVED**, to accept the resignation of Robin Evenson as a VSO Benefits Specialist effective on or about March 31<sup>st</sup>, 2024.

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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 16<sup>th</sup> of January, 2024, and as it appears on the Minutes of their record of proceedings.

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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: 1.16.24	<b>ACTION REQUESTED:</b>  <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
<b>SUBMITTED BY:</b> Erin Hornberger	<b>DEPARTMENT:</b> Personnel
<b>PRESENTED BY:</b> Erin Hornberger	<b>ESTIMATED TIME NEEDED:</b>
<b>SUMMARY OF ISSUE/TOPIC:</b>  Robin Evenson has been employed as the Veteran's Service Benefits Specialist since December 3 <sup>rd</sup> , 1979. She is resigning her position effective March 31 <sup>st</sup> , 2024. I am asking for a resolution to fill the vacant Veteran's Service Benefit Specialist position.	
<b>OPTIONS/ALTERNATIVES/OTHER COMMENTS:</b>	
<b>RECOMMENDED BOARD ACTION( MOTION/RESOLUTION);</b> Resolution to fill the vacant Veteran's Service Benefit Specialist position .	
<b>Fiscal Impact:</b> <input type="checkbox"/> COST    AMOUNT _____ <b>BUDGETED</b> <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	
<b>MANDATED :</b> <input type="checkbox"/> Y <input type="checkbox"/> N <b>BY WHAT AGENCY:</b> _____	
<b>Other comments:</b>	

**RESOLUTION 23-XXX**

**PERMISSION TO FILL THE FREEBORN COUNTY VETERAN'S SERVICE BENEFIT  
SPECIALIST POSITION**

**WHEREAS**, the Freeborn County employees have the responsibility for providing 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,  
and;

**WHEREAS**, Robin Evenson, Freeborn County Veteran's Service Benefit Specialist has resigned her position effective March 31<sup>st</sup>, 2024;

**NOW, THEREFORE BE IT RESOLVED**, that the board approves the filling of the vacant Freeborn County Veteran's Service Benefit Specialist position.

\*\*\*\*\*

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 16<sup>th</sup> of January, 2024, and as it appears on the Minutes of their record of proceedings.

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County Administrator/Clerk  
County of Freeborn  
State of Minnesota