

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 12th 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 19th & December 28th, 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
DamageRate	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:

		Custodian #1	Custodian #2	Custodian #3
County Treasurer	\$1,200.00	Kelly Hendrickson	JoDee Avery	
County Recorder	\$ 240.00	Kelly Hendrickson	Krista Walton	Heather Bagley
County Auditor/License Ctr.	\$ 550.00	Kelly Hendrickson	Brenda Jensen	
County Sheriff	\$ 350.00	Ryan Shea	Terri Zabrocki	Jess Dreyling
County Public Health	\$ 25.00	Sue Yost	Anita Majerus	Natalie Loock

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 1st 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 760th 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 today's 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 5th, 2024.

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

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 16th, 2024.

By: _____
Brad Edwin
Chair

Attest: _____
Erin Hornberger
County Clerk