

**ADJOURNED MEETING OF THE COUNTY BOARD**  
**August 17, 2021**

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, August 17, 2021. Members present: Commissioners Shoff, Belshan, Edwin, Forman and Herman

Commissioner Herman offered the following motion;

**MOVED**, approving the agenda with the exception of two additions by County Attorney's office.

Motion seconded by Commissioner Belshan.

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

Commissioner Forman offered the following resolution;

**RESOLUTION No. 21-206**  
**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 August 3, 2021 minutes.

Resolution seconded by Commissioner Edwin.

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

The Commissioners provided Board Committee updates.

Chairman Shoff asked if there was any public comment and Gary Richter of Glenville, Minnesota spoke regarding the horse barn issue at the fairgrounds.

Commissioner Forman offered the following resolution;

**RESOLUTION No. 21-207**  
**Amending Sale Price of Blighted Parcels to the City of Albert Lea**

**WHEREAS**, The County Board of Commissioners of the County of Freeborn, State of Minnesota, desire to offer for sale certain parcels of land that have been forfeited to the State of Minnesota for non-payment of taxes; and

**WHEREAS**, Minnesota Statutes allows a government subdivision to acquire tax-forfeited land by purchasing the land for any public purpose; and

**WHEREAS**, the City of Albert Lea desires to purchase such land; and

**WHEREAS**, Nonconservation tax-forfeited lands may be sold by the county board to an organized or incorporated governmental subdivision of the state or state agency for less than their market value if the county board

determines that a sale at a reduced price is in the public interest because a reduced price is necessary to provide an incentive to correct the blighted conditions that make the lands undesirable on the open market.

WHEREAS, The County Board has reviewed the attached State Deed Application for the conveyance of tax-forfeited lands described therein.

BE IT FURTHER RESOLVED, pursuant to Minnesota Statute §282.01 subd, 1a(d) a sale at a reduced price is in the public interest because a reduced price is necessary to provide an incentive to correct the blighted conditions that make the lands undesirable in the open market or a reduced price will lead to the development of affordable housing; and the governmental subdivision or state agency has documented its specific plans or correcting the blighted conditions or developing affordable housing and the specific law or laws that empower it to acquire real property in furtherance of the plans.

BE IT FURTHER RESOLVED, the parcel of tax-forfeited land listed on List of Tax-Forfeited Land be classified as non-conservation land; that the basic sale price of each parcel on List of Tax-Forfeited Land, that is on file with the Clerk of the County Board, be approved and authorization for a private or public sale of this land be granted, pursuant to M.S. §282.01 and that all sales shall be full payment or on the terms set forth on List of Tax- Forfeited Land.

The question was on the adoption of the resolution, and there were

5 YEAS and 0 NAYS as follows:

| COUNTY OF FREEBORN<br>BOARD OF COUNTY COMMISSIONERS | YEA      | NAY | OTHER |
|---|----------|-----|-------|
| Brad Edwin  | <u>X</u> | --- | ---   |
| Daniel Belshan                                      | <u>X</u> | --- | ---   |
| John Forman   | <u>X</u> | --- | ---   |
| Christopher Shoff                                   | <u>X</u> | --- | ---   |
| Ted Herman  | <u>X</u> | --- | ---   |

Resolution seconded by Commissioner Edwin.

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

Commissioner Edwin offered the following resolution;

**RESOLUTION No. 21-208**  
Approving Sale of Public Use Property to the City of Albert Lea

WHEREAS, The County Board of Commissioners of the County of Freeborn, State of Minnesota, desire to offer for sale certain parcels of land that have been forfeited to the State of Minnesota for non-payment of taxes; and

WHEREAS, Minnesota Statutes allows a government subdivision to acquire tax-forfeited land by purchasing the land for any public purpose; and

WHEREAS, the City of Albert Lea desires to purchase such land; and

WHEREAS, Nonconservation tax-forfeited land held in trust in favor of the taxing districts may be conveyed by the commissioner of revenue in the name of the state to a governmental subdivision for an authorized public use, if an application is submitted to the commissioner which includes a statement of facts as to the use to be made of the tract and the favorable recommendation of the county board. For the purposes of this paragraph, "authorized public use" means a use that allows an indefinite segment of the public to physically use and enjoy the property in numbers appropriate to its size and use, or is for a public service facility. Authorized public uses as defined in this paragraph are limited to:

- (1) a road, or right-of-way for a road;

(2) a park that is both available to, and accessible by, the public that contains improvements such as campgrounds, playgrounds, athletic fields, trails, or shelters;

(3) trails for walking, bicycling, snowmobiling, or other recreational purposes, along with a reasonable amount of surrounding land maintained in its natural state;

(4) transit facilities for buses, light rail transit, commuter rail or passenger rail, including transit ways, park-and-ride lots, transit stations, maintenance and garage facilities, and other facilities related to a public transit system;

(5) public beaches or boat launches;

(6) public parking;

(7) civic recreation or conference facilities; and

(8) public service facilities such as fire halls, police stations, lift stations, water towers, sanitation facilities, water treatment facilities, and administrative offices.

**WHEREAS**, The County Board has reviewed the attached State Deed Application for the conveyance of tax-forfeited lands described therein.

**BE IT FUTHER RESOLVED**, pursuant to Minnesota Statute §282.01, subd. 1a(e) the conveyance for an authorized public use of certain tax-forfeited land described in the attached Application is approved, and the County Board recommends the attached State Deed Application be granted.

**BE IT FURTHER RESOLVED**, the parcel of tax-forfeited land listed on List of Tax-Forfeited Land be classified as non-conservation land; that the basic sale price of each parcel on List of Tax-Forfeited Land, that is on file with the Clerk of the County Board, be approved and authorization for a private or public sale of this land be granted, pursuant to M.S. §282.01 and that all sales shall be full payment or on the terms set forth on List of Tax- Forfeited Land.

The question was on the adoption of the resolution, and there were

5 YEAS and 0 NAYS as follows:

| COUNTY OF FREEBORN<br>BOARD OF COUNTY COMMISSIONERS | YEA          | NAY   | OTHER |
|---|--------------|-------|-------|
| Brad Edwin  | <u>  X  </u> | _____ |       |
| Daniel Belshan                                      | <u>  X  </u> | _____ |       |
| John Forman   | <u>  X  </u> | _____ |       |
| Christopher Shoff                                   | <u>  X  </u> | _____ |       |
| Ted Herman  | <u>  X  </u> | _____ |       |

Resolution seconded by Commissioner Forman.

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

Commissioner Herman offered the following resolution:

**RESOLUTION No. 21-209**  
**Accepting Contract Between Freeborn County and**  
**Independent School District 241 (Albert Lea Schools) for Election Services**

This is a contract between the County of Freeborn (“County”) and Independent School District 241 – Albert Lea Area Schools (“School District”) for the provision of election services by Freeborn County.

I. Duration of Contract

This contract will be in effect for the period beginning August 1, 2021 and ending on January 31, 2022 and will apply to the election held on November 2, 2021.

## II. County Responsibilities

Except as otherwise provided in this contract, the County will provide the following duties all services, equipment, and supplies as required to perform, on behalf of the School District, all election-related duties of the School District under the Minnesota election law, and other relevant state and federal laws. These duties will include but are not limited to:

- A. Coordinate School District election activities;
- B. Coordinate equipment and procedure training information for all head and other election judges for each polling location;
- C. Provide refresher training materials for all head and other election judges for each polling location in Freeborn County;
- D. Operate, test, demonstrate, and provide technical support for all electronic voting systems;
- E. Administer absentee voting;
- F. Coordinate absentee ballot board activities;
- G. Coordinate health care facility voting;
- H. Provide election forms, supplies and other related materials;
- I. Prepare and publish/postelection notices;
- J. Conduct preliminary test and public accuracy tests of voting systems;
- K. Coordinate programming, layout and printing of ballots;
- L. Compile and report election results and election statistics to the appropriate canvassing boards and the public;
- M. Coordinate and conduct recounts for School District ballot questions;

## III. School District Responsibilities

- A. Sign agreements so that Freeborn County is authorized to coordinate programming, layout and printing of ballots for precincts;
- B. Coordinate and provide final approval for polling locations;
- C. Provide maintenance vehicles for delivery of Election materials, ballots, voting stations and electronic voting systems to each polling location;
- D. Hire and coordinate election judges for said election and assign related tasks;
- E. Prepare election notices and arrange for publishing and/or posting;
- F. Designate principal contacts for election coordination;
- G. Be responsible for damage or theft to any voting system or ballot box;
- H. Retain final election records for at least 22 months following each election;
- I. Retain permanent archive of final election results;
- J. Conduct official canvass of election results following School District election;
- K. Provide the title and text in electronic format of School District questions to be placed on the ballot;
- L. Mail the notice to each household with a registered voter if location of polling place change is necessary as required by MS 204B.16, subd. 1a;
- M. Provide necessary claim forms for election judge payment and process said claim forms as appropriate.

## IV. Material and Voting System Delivery & Collection

The County and School District will share responsibilities for delivery and collection of election materials, ballots, voting stations and electronic voting systems to each polling location in All Counties according to a separate, mutually-agreeable schedule;

## V. Insurance

During the term of this contract, the School District will maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on the electronic voting systems for the repair or replacement of the voting equipment if damaged or stolen.

The School District is responsible for any deductible under its policy. Otherwise, each party hereby waives and releases the other party, their employees, agents, officials and officers from all claims, liability and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other party.

#### VI. Indemnification

Each party to this contract will defend, hold harmless and indemnify the other parties, their officials, agents and employees from any liability, loss and damage it may suffer as a result of demands, claims, judgments or costs including, but not limited to, attorney's fees and disbursements, arising out of or related to the indemnifying party's performance or failure of performance under this contract. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this contract.

#### VII. Legal Representation

The County Attorney's Office shall advise and represent the County in all election-related matters, and the School District Attorney shall advise the School District on election-related matters. In addition, the School District's Attorney shall assist and cooperate with the County Attorney's Office as may be reasonably requested concerning matters covered by this Contract.

#### VIII. Election Costs and Payments

The School District shall make a payment to the County within thirty (30) days of the date on which the invoice is received. The total amount billed to the School District for 2021 Special Election services shall be three thousand five hundred dollars (\$3,500.00). This amount does include: the cost of postage associated with election activities including absentee voting, replacement ballots, election materials including absentee voting envelopes and polling location forms/supplies.

The amount of the contract does not include preparation and printing of ballots or equipment programming, or election judge salaries and expenses. All invoices and receipts related to all School District election ballots and equipment programming will be compiled by the County and submitted to the School District for reimbursement outside the administrative fee noted above. The School District is responsible for all election judge salaries and expenses related to School District elections and will provide the forms and processing necessary for payment to each judge.

#### IX. Recount Expenses

In the event of a recount, an agreement will be worked out between the County and the School District as to costs and payments; before recount activities begin.

#### X. Independent Contractor

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting the County as the employee of the School District for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents nor its representatives are employees of the School District. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments nor any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments and state income taxes are the responsibility of the County.

#### XI. Data Practices

All data created, collected, received, maintained or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

#### XII. Entire Agreement

This contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations. This contract cannot be changed altered or changed except as provided in a written agreement signed by all parties.

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

Commissioner Herman offered the following resolution:

**RESOLUTION No. 21-210**  
**Authorizing Final Payment of CP 021-M-004**

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

**BE IT RESOLVED** that the work to furnish and apply Magnesium Chloride for Base Stabilization by Freeborn County Coop Oil of Albert Lea, MN, has been completed in a satisfactory manner;

**IT IS FURTHER RESOLVED**, that the Freeborn County Auditor-Treasurer is hereby authorized to make final payment in the amount of \$170,835.28.

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

Commissioner Edwin offered the following resolution:

**RESOLUTION No. 21-211**  
**Amending Site Plan for Conditional Use Permit #316**

**Resolved**, that the site plan on record for Conditional Use Permit #316 is hereby amended to reflect a change in approved location of a 30,000-gallon liquid propane tank be and is hereby approved.

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

Commissioner Herman offered the following resolution:

**RESOLUTION No. 21-212**  
**Approving Agreement for the Prosecution of Petty Misdemeanor  
and Misdemeanor Offenses with the City of Myrtle, Minnesota**

AGREEMENT FOR THE PROSECUTION  
OF PETTY MISDEMEANOR  
AND MISDEMEANOR OFFENSES

This Agreement is entered into between the county of Freeborn, Minnesota (COUNTY) and the city of Myrtle, Minnesota (CITY) effective on the date that it is executed.

**WHEREAS** Minn. Stat. § 484.87, subd. 3 provides that a statutory city with a population of 600 or less may, by resolution of the city council, and with the approval of the board of county commissioners, give the duty to prosecute petty misdemeanors and misdemeanors to the county attorney; and

**WHEREAS**, CITY is a statutory city in the county of Freeborn, state of Minnesota with the lawful obligation to prosecute petty misdemeanors, misdemeanors, and ordinance violations occurring within its municipal boundaries; and

**WHEREAS**, CITY has a population of 600 or less; and

**WHEREAS**, CITY has by resolution of the city council requested that COUNTY prosecute misdemeanors within the Myrtle city limits; and

**WHEREAS**, COUNTY has the lawful obligation to prosecute gross misdemeanors and felonies occurring within CITY's municipal boundaries; and

**WHEREAS**, COUNTY approves this agreement through its board of county commissioners;

**NOW THEREFORE**, COUNTY and CITY hereby agree as follows:

#### SECTION ONE PROSECUTION

COUNTY, through the Freeborn County Attorney's Office, will provide prosecution services for all petty misdemeanor and misdemeanor violations of Minnesota statutes and/or Freeborn County ordinances where CITY has jurisdiction and discretion to prosecute under Minnesota law. COUNTY shall provide sufficient staff to adequately provide prosecution services to CITY. COUNTY shall assume the costs reasonably required to provide prosecution services to CITY including without limitation: office space, desks, computers, paper, stationery, general office supplies, telephone service, internet service, subpoena service fees, mileage, training, legal books and references.

CITY will continue to receive its statutory share of fines collected on criminal, traffic, and ordinance violations covered by this agreement.

This agreement does not contemplate civil forfeiture proceedings related to the prosecution services provided for herein, and any civil forfeiture action shall remain the duty, and responsibility solely of CITY. Furthermore, this agreement does not contemplate municipal ordinance enforcement proceedings, and any action related to CITY's municipal ordinance enforcement shall remain the duty and responsibility solely of CITY.

This Agreement shall be filed with the Freeborn County Administrator.

#### SECTION TWO CONFLICTS OF INTEREST

In the event that COUNTY has a conflict of interest or is otherwise unable to prosecute a particular defendant in the sole discretion of the county attorney, CITY shall assume the responsibility of prosecution upon receipt of written notice from COUNTY.

#### SECTION THREE RESERVATION OF RIGHTS

COUNTY may decline to prosecute a particular case in the sole discretion of the county attorney. In the event that COUNTY, for whatever reason, declines to prosecute in a particular case, CITY reserves the right in its sole discretion to assume responsibility for prosecution and to proceed with its own charges and its own prosecution upon written notice from the county attorney of the decision not to prosecute.

#### SECTION FOUR INDEMNITY

COUNTY agrees to indemnify and hold harmless CITY, its agents, officials and employees, against all suits or claims that may result from an error, omission or negligent act of COUNTY or any person employed by COUNTY. In addition, COUNTY agrees to reimburse CITY for any attorney's fees incurred by CITY in the reasonable defense of such suits or claims.

#### SECTION FIVE TERMINATION OF AGREEMENT

This Agreement shall continue from year to year without further action by the parties. This Agreement may be terminated by either of the parties hereto upon one hundred eighty (180) days written notice to the other party. In the event that the Agreement is terminated, all cases pending at the time that the notice is received shall remain the responsibility of the party then prosecuting until completion of the case through sentencing or final disposition of any probation violation pending at the time notice was received.

SECTION SIX  
ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed to by the parties and cannot be modified or amended except by written agreement of the parties approved by their authorized representatives. This agreement shall take full force and effect when signed by the authorized representatives of COUNTY and CITY.

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

Commissioner Belshan offered the following resolution:

**RESOLUTION No. 21-213**  
**Approving Agreement for the Prosecution of Petty Misdemeanor**  
**and Misdemeanor Offenses in the City of Hollandale, Minnesota**

This Agreement is entered into between the county of Freeborn, Minnesota (COUNTY) and the city of Hollandale, Minnesota (CITY) effective on the date that it is executed.

**WHEREAS**, Minn. Stat. § 484.87, subd. 3 provides that a statutory city with a population of 600 or less may, by resolution of the city council, and with the approval of the board of county commissioners, give the duty to prosecute petty misdemeanors and misdemeanors to the county attorney; and

**WHEREAS**, CITY is a statutory city in the county of Freeborn, state of Minnesota with the lawful obligation to prosecute petty misdemeanors, misdemeanors, and ordinance violations occurring within its municipal boundaries; and

**WHEREAS**, CITY has a population of 600 or less; and

**WHEREAS**, CITY has by resolution of the city council requested that COUNTY prosecute misdemeanors within the Hollandale city limits; and

**WHEREAS**, COUNTY has the lawful obligation to prosecute gross misdemeanors and felonies occurring within CITY's municipal boundaries; and

**WHEREAS**, COUNTY approves this agreement through its board of county commissioners;

**NOW THEREFORE**, COUNTY and CITY hereby agree as follows:

SECTION ONE  
PROSECUTION

COUNTY, through the Freeborn County Attorney's Office, will provide prosecution services for all petty misdemeanor and misdemeanor violations of Minnesota statutes and/or Freeborn County ordinances where CITY has jurisdiction and discretion to prosecute under Minnesota law. COUNTY shall provide sufficient staff to adequately provide prosecution services to CITY. COUNTY shall assume the costs reasonably required to provide prosecution services to CITY including without limitation: office space, desks, computers, paper, stationery, general office supplies, telephone service, internet service, subpoena service fees, mileage, training, legal books and references.

CITY will continue to receive its statutory share of fines collected on criminal, traffic, and ordinance violations covered by this agreement.



This agreement does not contemplate civil forfeiture proceedings related to the prosecution services provided for herein, and any civil forfeiture action shall remain the duty, and responsibility solely of CITY. Furthermore, this agreement does not contemplate municipal ordinance enforcement proceedings, and any action related to CITY's municipal ordinance enforcement shall remain the duty and responsibility solely of CITY.

This Agreement shall be filed with the Freeborn County Administrator.

## SECTION TWO CONFLICTS OF INTEREST

In the event that COUNTY has a conflict of interest or is otherwise unable to prosecute a particular defendant in the sole discretion of the county attorney, CITY shall assume the responsibility of prosecution upon receipt of written notice from COUNTY.

## SECTION THREE RESERVATION OF RIGHTS

COUNTY may decline to prosecute a particular case in the sole discretion of the county attorney. In the event that COUNTY, for whatever reason, declines to prosecute in a particular case, CITY reserves the right in its sole discretion to assume responsibility for prosecution and to proceed with its own charges and its own prosecution upon written notice from the county attorney of the decision not to prosecute.

## SECTION FOUR INDEMNITY

COUNTY agrees to indemnify and hold harmless CITY, its agents, officials and employees, against all suits or claims that may result from an error, omission or negligent act of COUNTY or any person employed by COUNTY. In addition, COUNTY agrees to reimburse CITY for any attorney's fees incurred by CITY in the reasonable defense of such suits or claims.

## SECTION FIVE TERMINATION OF AGREEMENT

This Agreement shall continue from year to year without further action by the parties.

This Agreement may be terminated by either of the parties hereto upon one hundred eighty (180) days written notice to the other party. In the event that the Agreement is terminated, all cases pending at the time that the notice is received shall remain the responsibility of the party then prosecuting until completion of the case through sentencing or final disposition of any probation violation pending at the time notice was received.

## SECTION SIX ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed to by the parties and cannot be modified or amended except by written agreement of the parties approved by their authorized representatives.

This agreement shall take full force and effect when signed by the authorized representatives of COUNTY and CITY.

Resolution was seconded by Commissioner Edwin.

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

Commissioner Herman offered the following resolution:

### **RESOLUTION No. 21-214 Approving Agreement and Addendum Between the University of Minnesota and Freeborn County Agreement**

**Between the University of Minnesota  
And  
Freeborn County  
For providing Extension programs locally and Employing  
Extension Staff**

**This Agreement** (“Agreement”) between the County of Freeborn Minnesota (“County”) and the Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 (“University”) is effective January 1, 2019, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2022 and ending on December 31, 2024, unless earlier terminated as provided in paragraphs 8 and 9.

**WITNESSETH:**

**WHEREAS**, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

**WHEREAS**, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University’s Director of Extension, or the Director’s designee, as identified in Minn. Stat. §38.36, Subd. 3; and

**WHEREAS**, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

**WHEREAS**, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

**NOW THEREFORE**, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment University’s state-wide Extension programs. The programs that the County will augment are detailed in Table A below.

Table A

| <b>Program</b>                            | <b>FTE</b>  | <b>2022 Price</b> | <b>FTE</b>  | <b>2020 Price</b> | <b>FTE</b>  | <b>2021 Price</b> |
|---|-------------|-------------------|-------------|-------------------|-------------|-------------------|
| Extension Educator, 4-H Youth Development | 2.00        | \$153,898         | 2.00        | \$157,362         | 2.00        | \$161,296         |
| <b>Total</b>                              | <b>2.00</b> | <b>\$153,898</b>  | <b>2.00</b> | <b>\$157,362</b>  | <b>2.00</b> | <b>\$161,296</b>  |

2. County recognizes that University costs for supporting these positions may increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties’ (“AMC”) Extension Committee and University’s Extension central administration, at which time the parties will agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County’s funding commitment, University will be responsible for providing salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of office space, telephone, computer, network connections for email and other communications, software, support staff and other general office supplies. The

University will recommend technology needs and other office standards. Nevertheless, the level of availability and type of such support will be determined by the County as established in the annual budget.

4. University will bill the County on a quarterly basis and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four (4) equal quarterly payments.

5. During an extended leave of absence (e.g. FMLA; educational leave) the University will continue the program with regional educators and/or temporary employees with involvement and concurrence of the County, The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees.

6. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired program and position, University will hire new personnel with involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the program during the hiring process, the County will be billed at the contract price.

7. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The University in accordance with University personnel guidelines will determine salary adjustment of each University Extension employee.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.34. The parties acknowledge that County extension educational programming includes University's Nutrition Education Program educational programming.

9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the County Extension program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

10. If University or the County in good faith determines that funding is no longer available to support the programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County: Administrator, Freeborn County  
Administration Office  
411 S Broadway, PO Box 1147  
Albert Lea MN 56007

If to University: University of Minnesota  
Minnesota Extension  
Attn: Dean Beverly Durgan  
240 Coffey Hall  
1420 Eckles Avenue St.  
Paul, MN 55108  
Facsimile No.: 612-625-6227  
E-mail: [mnext@umn.edu](mailto:mnext@umn.edu)

11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their

duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

**ADDENDUM TO  
Agreement between the University of Minnesota and Freeborn County  
For providing Extension programs locally and employing Extension Staff**

This Addendum is made to the Memorandum of Agreement (“MOA”) for providing Extension programs locally and employing Extension staff between the County of Freeborn, Minnesota (“County”) and Regents of the University of Minnesota, through Extension. The Addendum will remain in place for the term of the Memorandum of Agreement and will be effective as of January 1, 2022

**Program Intern**

County agrees to provide the funds identified below to support the following Extension Program Interns (college students). This table is an addition to Table A in the Memorandum of Agreement.

| <b>Program Intern, Youth Development</b> | <b>2022 Price</b> | <b>2023 Price</b> | <b>2024 Price</b> |
|--|-------------------|-------------------|-------------------|
| Rate per Hour                            | \$15.0            | \$15.34           | \$15.72           |
| Hours                                    | 395               | 395               | 395               |
| Total                                    | \$5925            | \$6059            | \$6209            |

This Addendum may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Addendum may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

The parties by their respective authorized agents or officers have executed this addendum.

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 No. 21-215  
Authorizing an Agreement with Southeastern Libraries Cooperating (SELCO)  
for Library Services**

## **SELCO – FREEBORN COUNTY AGREEMENT FOR LIBRARY SERVICE**

This Agreement made and entered into effective, by and among Southeastern Libraries Cooperating, a non-profit corporation as organized under Minnesota Statutes 317A, also designated as a regional public library system as recognized in Minnesota Statutes 134.20 (hereinafter referred to as “SELCO”), the County of Freeborn, State of Minnesota (hereinafter referred to as the “County”) and the City of Albert Lea operating a public library established under Minnesota Statutes 134.08, Subd. 3 (hereinafter referred to as the “Libraries”).

### **R E C I T A L S:**

- A. The State of Minnesota requires the County, pursuant to the provisions of Minnesota Statutes 134.34 and 134.341 to participate in a regional public library system, as assigned by the Minnesota Department of Education.
- B. SELCO is a regional public library system created pursuant to Minnesota statutes and is designated to serve the County.
- C. SELCO and the Library have the authority and responsibility to determine library services to be provided to the County’s residents, as per this agreement.
- D. SELCO, the County and the Library wish to set forth their relative responsibilities in connection with their relationship under Minnesota statutes. All parties shall provide employment and services to all people without discrimination and shall comply with all federal, state, and local laws, or ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on the basis of race, color, creed, religion, national origin, sex, marital status, or status with regard to public assistance, disability, sexual orientation, or age.
- E. The Board of Commissioners of the County has the continuing authority and responsibility to determine how to distribute the County property tax dollars, a portion of which is to pay for public library services.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. The County will participate in SELCO.
- 2. The County will levy and collect funds on lands not otherwise taxed for library services for the support of library services in the County in accordance with Minnesota Statutes 134.34.
- 3. The County agrees to provide funding to the Library at levels determined through negotiation.
- 4. The Library and SELCO shall provide library service to the residents of the County at no additional fee beyond those imposed on all library users. By way of illustration, these services may include:
  - a. Onsite use of all library materials, equipment and resources, including public access Internet computers;
  - b. Onsite and remote access to licensed online electronic resources;
  - c. Checkout/circulation privileges for all circulating materials. These may include, but are not necessarily limited to, such items as books, audio and video media, and magazines;
  - d. Walk-in privileges at Minnesota public libraries;
  - e. Interlibrary loan service, accessing items in the 11 county area, as well as statewide access to MnLINK;
  - f. Access to children’s services including school visits, preschool storytimes and summer library programs;
  - g. Onsite reference service;
  - h. Ease of return – check out material from any library and return to any SELCO library;
  - i. Programs for various age groups; and

- j. Commitment to cooperate with other community groups.
- 5. The County shall process quarterly equal payments for distribution to the Library.
- 6. SELCO shall collect necessary data from the County and the Library to report to the Minnesota Department of Education by July 1 of each year. The Commissioner of Education will certify to the County and the Library the minimum level of support required by Minnesota Statutes 134.34.
- 7. The Library agrees to provide the County and SELCO with statistical data based on information gathered by the Minnesota Department of Education as referenced in Minnesota Statutes 134.13.
- 8. The County will appoint a representative to the SELCO Board of Directors pursuant to Minnesota Statutes 134.341. A vacancy in this position shall be filled in the same manner as the original appointment was made.
- 9. The term of this Agreement shall be for a period of **five (5) years commencing January 1, 2022**. The parties agree to negotiate additional terms in good faith beginning a minimum of six (6) months prior to the termination date. If the parties fail to complete negotiations before the expiration of this Agreement, this Agreement shall remain in effect on a month-to-month basis until such negotiations are completed.
- 10. This Agreement may be terminated by written consent of the Parties.
  - a. By written notice from SELCO to the County with notification sent by registered mail, return receipt requested, six (6) months prior to such termination;
  - b. By written notice from the County to SELCO with notification sent by registered mail, return receipt requested, six (6) months prior to such termination.
- 11. This document states the entire Agreement among the parties about its subject matter. No agreement affecting the subject matter of this Agreement shall be entered into by any of the Parties, unless all Parties are signatories to such agreement. This Agreement may only be changed, modified, or amended through a written instrument signed by all of the parties to it expressly referencing this Agreement. Nothing in this Agreement is intended to limit or restrict County participation in individual city projects related to community infrastructure which may benefit the Library.

Resolution was seconded by Commissioner Herman.

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

Commissioner Herman offered the following resolution:

**RESOLUTION No. 21-216**  
**Authorizing Acceptance and Execution of Minnesota Housing Finance Agency**  
**Family Homeless Prevention & Assistance Program**

WHEREAS, the Minnesota Housing Finance Agency, State of Minnesota, has been authorized to undertake a program to provide funds for Family Homeless Prevention & Assistance Projects; and,

WHEREAS, the Southeastern Minnesota Housing Network, working through Three Rivers Community Action, Inc. (Grantee), Semcac (Sub-Grantee) and Lutheran Social Service of MN (Sub-Grantee), have submitted a renewal application for the Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program; and

WHEREAS, the Southeastern Minnesota Housing Network working through Three Rivers Community Action, Inc., and Sub-Grantees have demonstrated the ability to perform the required activities of the Minnesota Housing Finance Agency Family Homeless Prevention & Assistance Program;

WHEREAS, the Family Homeless Prevention & Assistance Grant was awarded to Three Rivers Community Action, Inc., by the Minnesota Housing Finance Agency;

NOW, THEREFORE, BE IT RESOLVED that the Southern Minnesota Housing Network is hereby authorized as an entity to be charged with the administration of funds made available through the Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program in the county of Freeborn, in Minnesota.

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

Commissioner Forman offered the following motion;

**MOVED**, approving the issuance of a letter of support for Hayward Solar.

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

Commissioner Herman offered the following resolution:

**RESOLUTION No. 21-217**  
**Approval of Claims**

**RESOLVED**, that the following claims be allowed and paid on or before August 20, 2021.

| <u>FUND</u> | <u>NAME</u>                   | <u>AMOUNT</u>         |
|-------------|-------------------------------|-----------------------|
| 01          | General Fund                  | \$ 535,077.66         |
| 03          | County Road & Bridge          | \$1,121,400.46        |
| 05          | Human Services                | \$ 158,843.70         |
| 06          | Public Health                 | \$ 57,249.42          |
| 40          | County Ditch                  | \$ 30,309.56          |
| 70          | Trust & Agency                | \$ 95,986.14          |
| 74          | Turtle Creek Watershed        | \$ 1,291.02           |
| 77          | Recorder's Clearing           | \$ 3,442.00           |
| 79          | Social Services Collaborative | \$ 83.00              |
|             | <b>FUND TOTALS</b>            | <b>\$2,003,774.96</b> |

Number of Claims not exceeding \$300 – 80  
Dollar amount of claims not exceeding \$300 – \$10,265.04  
Resolution seconded by Commissioner Forman.  
After discussion, a vote was taken and the Chair declared the resolution adopted.

Chair, Commissioner Shoff adjourned the meeting at 9:20 a.m. until 8:30 a.m. on Tuesday, September 7, 2021.

By: \_\_\_\_\_  
Christopher N. Shoff  
Chair

Attest: \_\_\_\_\_  
Thomas Jensen  
Clerk/Administrator