

**ADJOURNED MEETING OF THE COUNTY BOARD**  
**September 7, 2021**

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, September 7, 2021. Members present: Commissioners Shoff, Belshan, Edwin, Forman and Herman

Commissioner Herman offered the following motion;

**MOVED**, approving the agenda as presented.

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. 21–218**  
**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 17, 2021 minutes;
- 2) Approval of Drainage Repairs: CDJ20; CD23; and CD62

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 there was none.

Commissioner Herman offered the following resolution;

**RESOLUTION No. 21-219**  
**Approving the 2022 – 2026 Comprehensive Water Plan**

**WHEREAS**, Minnesota Statutes §103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Counties to develop and implement a Comprehensive Local Water Management Plan, and

**WHEREAS**, Freeborn County currently has a state approved Comprehensive Local Water Management Plan that expires December 31, 2021, and

**WHEREAS**, Freeborn County has adopted the Cedar-Wapsipinicon River Comprehensive Watershed Management Plan for the portion of Freeborn County which lies within the Cedar-Wapsipinicon Plan boundary, and

**WHEREAS**, Freeborn County is an active planning partner in the current development of the Shell Rock – Winnebago River Comprehensive Watershed Management Plan for the portion of Freeborn County which lies within the Shell Rock – Winnebago Plan boundary, with intentions to adopt the Plan upon BWSR Board approval, and

**WHEREAS**, Freeborn County is an active planning partner in the current development of the Le Sueur River Comprehensive Watershed Management Plan for the portion of Freeborn County which lies within the Le Sueur River Watershed, with intentions to adopt the Plan upon BWSR Board approval, and

**WHEREAS**, Freeborn County intends to be an active planning partner in the future development of the Blue Earth River Comprehensive Watershed Management Plan and adopt the Plan upon BWSR Board approval, and

**WHEREAS**, upon the adoption of the aforementioned Comprehensive Watershed Management Plan the whole of Freeborn County will be covered by a current Comprehensive Watershed Management Plan, and

**WHEREAS**, the Minnesota Board of Water and Soil Resources has authorization to grant extensions and waivers pursuant to Minnesota Statutes §103B.3367;

**NOW, THEREFORE, BE IT RESOLVED**, the Freeborn County Board of Commissioners requests from the Minnesota Board of Water and Soil Resources an extension of the effective date of the current County Comprehensive Local Water Management Plan until December 31, 2026, in order to allow the County to continue to work with the various Planning partners on the aforementioned Plans, in accordance with Minnesota Statutes §103B.301.

Resolution seconded by Commissioner Edwin.

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

Commissioner Belshan offered the following resolution;

**RESOLUTION No. 21-220**  
**Approving Amendment of Permit for DeVries Welding and Implement**

**Resolved**, that the site plan on record for Special Use Permit #17 is hereby amended to reflect the addition of a new 48' x 50' pole building and a 24' addition to the existing structure be and is hereby approved.

Resolution 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. 21-221**  
**Approving Agreement for the Prosecution of Petty Misdemeanor  
and Misdemeanor Offenses with the City Hartland**

This Agreement is entered into between the county of Freeborn, Minnesota (COUNTY) and the city of Hartland, 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 Hartland 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.

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

Commissioner Edwin offered the following resolution:

**RESOLUTION No. 21-222**  
**Approving Agreement for the Prosecution of Petty Misdemeanor**  
**And Misdemeanor Offenses in the City of Conger**

**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 Conger, 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 Conger 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.

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

Commissioner Forman offered the following resolution:

**RESOLUTION No. 21-223  
Accepting Bid and Awarding Contract for County Ditch 23 Repair**

BE IT RESOLVED, that the following contractor was the lowest bid for the following project(s) and has been awarded the contract for the construction:

Olson Excavating	Repair of County Ditch No. 23	\$75,164.71
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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. 21-224  
Approving the Amendment of the Joint Powers Agreement  
with Rural Minnesota Energy Board**

**RESOLVED**, approving the amended Joint Powers Agreement with Rural Minnesota Energy Board.

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. 21-225**  
**Approval of Claims**

**RESOLVED**, that the following claims be allowed and paid on or before September 10, 2021.

<u>FUND</u>	<u>NAME</u>	<u>AMOUNT</u>
01	General Fund	\$ 629,202.99
03	County Road & Bridge	\$1,528,729.58
05	Human Services	\$ 155,265.04
06	Public Health	\$ 73,565.31
31	Capital Improvement	\$ 31,544.41
40	County Ditch	\$ 306,307.73
70	Trust & Agency	\$ 23,013.15
73	Payroll Clearing Fund	\$ 21,249.73
74	Turtle Creek Watershed	<u>\$ 11,127.48</u>
	<b>FUND TOTALS</b>	<b>\$2,780,005.42</b>

Number of Claims not exceeding \$300 – 81

Dollar amount of claims not exceeding \$300 – \$8,225.66

Resolution seconded by Commissioner Edwin.

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

Chair, Commissioner Shoff adjourned the meeting at 9:17 a.m. until 8:30 a.m. on Tuesday, September 21, 2021.

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

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