

ADJOURNED MEETING OF THE COUNTY BOARD
Tuesday, May 19th, 2026

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, May 19th, 2026. Members present: Commissioners Severson, Edwin, Kaasa, Shoff and Eckstrom.

The meeting was opened with the Pledge of Allegiance.

Commissioner Severson offered the following motion;

MOVED, approving the agenda as presented.

Motion seconded by Commissioner Shoff.

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

Commissioner Kaasa offered the following resolution;

RESOLUTION No. 26–156
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 May 5th, 2026 minutes;
- 2) Approval of Regular Full-Time Status Employees & Acceptance of Resignations and Retirements
- 3) Approval of Drainage Repairs.
- 4) Approval of Claims

The following claims be allowed and paid on or before May 22nd, 2026.

<u>FUND</u>	<u>NAME</u>	<u>AMOUNT</u>
01	General Fund	\$ 674,351.78
03	County Road & Bridge	\$ 2,160,015.42
05	Human Services	\$ 222,817.05
06	Public Health	\$ 86,063.97
31	Capital Improvement	\$ 168,116.15
40	County Ditch	\$ 61,168.34
70	Trust & Agency	\$ 178,722.01
73	Payroll Clearing Fund	\$ 2,532.00
76	Cemetery	\$ 500.00
77	Recorder's Clearing	\$ 3,735.00
79	Social Services Collaborative	\$ 38.40
	FUND TOTALS	\$ 3,558,060.12

Number of Claims not exceeding \$300 – 44

Dollar amount of claims not exceeding \$300 – **\$5,065.63**

Resolution seconded by Commissioner Eckstrom.

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

The Commissioners provided Board Committee updates.

PowerOn Midwest gave an update on the project to the Commissioners

Sheriff's commendation

Chairman Edwin asked if there was any public comment and the following individuals addressed the Board:
Mike Lee – Shell Rock River Watershed Appointment introduction
Dave Vanderploeg & Darlyne Paulson – Minnesota Flag
Brad Kramer – Minnesota Flag

Commissioner Eckstrom offered the following resolution;

RESOLUTION NO. 26-157

TITLE: Resolution to Approve the Award of Opioid Settlement Funds to Freeborn County Sheriff's Office for Life-Saving Monitoring Devices for Jail Cells

WHEREAS, Freeborn County has received Opioid Settlement Funds intended for abatement activities that address the public health impacts of the opioid epidemic through prevention, treatment, recovery, and harm reduction strategies;

WHEREAS, the Freeborn County Opioid Settlement Advisory Committee developed and issued a competitive Request for Proposals (RFP) to identify local and regional projects that align with state settlement guidelines and County priorities;

WHEREAS, Freeborn County Sheriff's Office submitted a proposal titled "Life-Saving Monitoring Devices for Jail Cells" to assist in monitoring detainees for opioid and other drug overdoses or withdrawal symptoms that may occur following arrest;

WHEREAS, the proposal seeks to equip six cells with monitoring devices, one in each cell, and provide staff training on the proper use of the monitoring equipment;

WHEREAS, the project addresses harm reduction priorities by ensuring timely response to overdoses and withdrawal events while through real-time alerts while also supporting staff by providing monitoring between mandatory well-being checks;

WHEREAS, the total project budget request is **\$45,210**, consisting of:

- \$24,000 for the purchase of six monitoring devices;
- \$750 for 3 ports;
- \$7,500 for installation services, and
- \$12,960 for a two-year subscription;

WHEREAS, the application confirms that no funding is requested for salaries, benefits, travel, or administrative overhead, and that all requested funds are directly tied to equipment, installation and training;

WHEREAS, the Opioid Advisory Committee reviewed the proposal and determined that it aligns with state opioid settlement guidelines, addresses a documented service gap in overdose response capacity, and represents a cost-effective in harm reduction strategy;

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that:

1. The Board hereby approves the award of Opioid Settlement Funds to the Freeborn County Sheriff's Office.
2. The Board authorizes the Freeborn County Public Health to enter into an agreement with the Freeborn County Sheriff's Office for the implementation of the project.

Resolution seconded by Commissioner Shoff.

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

Commissioner Kaasa offered the following resolution;

RESOLUTION NO. 26-158

TITLE: Resolution to Approve the Award of Opioid Settlement Funds to Southeastern MN Emergency Medical Services for the Freeborn County Preservation-of-Life

WHEREAS, Freeborn County has received Opioid Settlement Funds intended for abatement activities that address the public health impacts of the opioid epidemic through prevention, treatment, recovery, and harm reduction strategies;

WHEREAS, the Freeborn County Opioid Settlement Advisory Committee developed and issued a competitive Request for Proposals (RFP) to identify local and regional projects that align with state settlement guidelines and County priorities;

WHEREAS, Southeastern Minnesota Emergency Medical Services (SE EMS) submitted a proposal titled “Freeborn County Preservation-of-Life” to advance health equity by strengthening access to preventative, emergent, and follow-up medical care in underserved rural communities impacted by the opioid crisis;

WHEREAS, the project seeks to improve outcomes following opioid-related emergencies through investments in lifesaving equipment and responder training, helping to bridge gaps in care and deliver critical services to populations most affected by the ongoing opioid epidemic;

WHEREAS, the proposal seeks to equip first responders in ten Freeborn County community fire departments with LUCAS devices and training;

WHEREAS, the project addresses harm reduction priorities by reducing emergency medical response times in rural areas, where individuals experiencing opioid use disorders may not receive timely emergency services or lifesaving interventions;

WHEREAS, the total project budget request is **\$115,848.18**, consisting of:

- \$109,795.90 for LUCAS equipment
- \$422.28 for shipping
- \$4,760 for trainer salary
- \$870 for trainer travel

WHEREAS, the Opioid Advisory Committee reviewed the proposal and determined that it aligns with state opioid settlement guidelines, addresses a documented service gap in overdose response capacity, and represents a cost-effective in harm reduction strategy;

Resolution seconded by Commissioner Severson.

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

Commissioner Severson offered the following resolution:

RESOLUTION NO. 26-159

TITLE: Resolution to Consider a Denial of Funding My Sober Care: Digital Recovery Support for Freeborn County Residents with Opioid Settlement Funds

WHEREAS, Freeborn County has received Opioid Settlement Funds intended for abatement activities that address the public health impacts of the opioid epidemic through prevention, treatment, recovery, and harm reduction strategies;

WHEREAS, the Freeborn County Opioid Settlement Advisory Committee developed and issued a competitive Request for Proposals (RFP) to identify local and regional projects that align with state settlement guidelines and County priorities;

WHEREAS, My Sober Care plans enroll Freeborn County residents into a digital recovery platform that provides structured programs, coping tools, crisis-pathway guidance, and connections to local services. With over 200 on-

demand programs these evidence-based programs support early intervention, continuous engagement, and long-term recovery. It complements county services by offering a scalable, accessible support layer available 24/7.;

WHEREAS, My Sober Care is requesting a waiver of the liability insurance requirements;

WHEREAS, My Sober Care plans to enroll at least 150 Freeborn County residents, provide 24/7 access to recovery tools and crisis pathways, deliver structured relapse-prevention and coping programs, track engagement and outcomes for quarterly reporting, and improve linkage-to-care rates for high-risk individuals;

WHEREAS, the total project budget request is \$65,000, consisting of:

- \$50,000 for contractual services for platform access, implementation, reporting and technical support
- \$15,000 for outreach, partner coordination and project management

WHEREAS, the Opioid Advisory Committee reviewed the proposal and is not recommending approval of this RFP;

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that:

3. The Board hereby denies the award of Opioid Settlement Funds to My Sober Care.

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 NO. 26-160

TITLE: Resolution to Consider a Denial of Funding Trellis Marketing, Inc. Awareness & Education PSA Marketing Campaign with Opioid Settlement Funds

WHEREAS, Freeborn County has received Opioid Settlement Funds intended for abatement activities that address the public health impacts of the opioid epidemic through prevention, treatment, recovery, and harm reduction strategies;

WHEREAS, the Freeborn County Opioid Settlement Advisory Committee developed and issued a competitive Request for Proposals (RFP) to identify local and regional projects that align with state settlement guidelines and County priorities;

WHEREAS, the project represents a multi-media public education campaign designed to raise awareness of the opioid crisis in Freeborn County and provide pathways to local help. Modeled after the NYSAC-endorsed Opioid Abatement Campaign, this initiative combines authentic storytelling with strategic media placement to engage, educate, and empower county residents;

WHEREAS, the project will provide streaming TV, digital display, and social media, Trellis Marketing will deliver customized 30-second public service announcements (PSAs) that highlight the dangers of recreational drug use, reduce stigma surrounding addiction, and showcase hopeful recovery stories;

WHEREAS, the total project budget request is \$45,000, consisting of:

- Streaming TV: \$22,950
- Digital Display Ads: \$2,550
- Social Media (Facebook/Instagram): \$5,000
- Project Management: \$4,500
- Customized Video Production: \$5,000
- Landing Page Creation: \$1,500
- Graphic Design: \$2,500
- Press Outreach/PR Services: \$1,000

WHEREAS, the Opioid Advisory Committee reviewed the proposal and is not recommending approval of this RFP.

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

Commissioner Severson offered the following resolution:

**RESOLUTION No. 26-161 ADOPTING FINDINGS AND ORDER RECEIVING PETITION AND
INITIATING PROCEEDINGS: COUNTY DITCH 55**

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

Amy Conner, Auditor-Treasurer, gave an informational update regarding the Self Insurance Fund.

Commissioner Eckstrom offered the following resolution:

RESOLUTION NO. 26-162

TITLE: SSTS Compliance Inspection Cost Share Decision Authority

WHEREAS, Freeborn County has received a State approved and locally adopted the Cedar Wapsipinicon Comprehensive Watershed Management Plan, the Shell Rock Winnebago Comprehensive Watershed Management Plan, the Le Sueur River Comprehensive Watershed Management Plan and the Blue Earth River Comprehensive Watershed Management Plan; and

WHEREAS, Freeborn County has a State approved and locally adopted Sanitary Sewage Treatment System Ordinance; and

WHEREAS, Freeborn County has identified a need to provide financial incentive to low income families for the replacement of non-compliant sewer systems; and

WHEREAS, Freeborn County is offering a voluntary compliance inspection cost share program; and

WHEREAS, Compliance inspections are required to qualify for a septic upgrade cost share; and

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that:

1. The Board hereby authorizes the Environmental Health Coordinator and Director of Environmental Services decision making authority of SSTS compliance inspection cost share funding.

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

Commissioner Severson offered the following resolution:

RESOLUTION NO. 26-163

**TITLE: RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO NORTHERN NATURAL GAS
PURSUANT TO THE CODE OF ORDINANCES OF FREEBORN COUNTY, MINNESOTA, CHAPTER 42**

WHEREAS, NORTHERN NATURAL GAS applied for a conditional use permit to the Zoning Administrator on 03/23/26 pursuant to the Code of Ordinances of Freeborn County, Minnesota, Chapter 42 (Zoning Ord.) for the expansion of Conger MN #1 Town Border Station, on the following described property owned by, Angela A. Stickfort;

See "Exhibit A"

WHEREAS, the County Planning Commission held a public hearing on the application on 05/04/26 in accordance with the Zoning Ord., Art. VIII, Sec. 42-612.

WHEREAS, the County Planning Commission made a decision on the application and forwarded its required findings of fact and recommendations to the Freeborn County Board of Commissioners in the attached report.

BE IT THEREFORE RESOLVED, the Freeborn County Board of Commissioners approves and adopts the findings of fact and recommendations of the County Planning Commission in the attached report,

AND BE IT FURTHER RESOLVED, the application for a conditional use permit by Northern Natural Gas is hereby granted, subject to the conditions and guarantees required below:

- (1) All drainage systems shall be repaired to pre-construction condition as soon as possible after construction.
- (2) Rocks, slash and other construction debris shall be removed from each individual section of land where construction takes place within 90 working days of the commencement of major essential service construction on that individual section of land. For purposes of this subsection, working days are defined as all days except days between November 15 and April 15 (winter), or any day when more than one-fourth-inch of precipitation has fallen. For purposes of this subsection, section of land is defined as a numbered section as defined by the government land survey, or a portion thereof.
- (3) Shelterbacks, windbreaks, fences and vegetation shall be restored to pre-construction condition with the following exceptions:
 - a. Shelterback and windbreak replacement shall be to pre-construction density and may allow for operation maintenance of essential service lines.
 - b. Critical areas (slopes greater than 12 percent, drainage ditch banks and areas subject to severe erosion) shall be seeded and mulched as soon as possible after construction. Drainage ditch banks shall be seeded and mulched a minimum of 16.5 feet in width from the top of the ditch soil banks on each side of the ditch.
 - c. The county engineer may require ditch bottoms to be sodded when slopes are over three percent. Existing lawns shall also be re-sodded.
- (4) If preliminary engineering, surveys or other documentation is provided, modifications to accommodate future drainage or roadway construction activities may be required.
- (5) Major essential service construction activities shall be conducted in such a manner as to minimize impacts on livestock movements and access to agricultural fields.
- (6) Construction authorized for any major essential service facility shall be according to the written plan on file in the office of the county planning and zoning administrator.
- (7) All essential services shall be set back 30 feet from the centerline of any buried public drain tile or 50 feet from the top edge of an open public ditch.
- (8) The following conditions may be attached to underground major essential service facilities:
 - a. All public and private roads in use and being maintained shall be bored unless the board of county commissioners approves an alternate procedure, but those unpaved roads that are infrequently used and not regularly maintained may be cut, backfilled and compacted with material to the county highway engineer's specifications. All open ditches that are part of a drainage system shall be bored.
 - b. Each installation under a public road shall be made in such fashion so as to meet with the approval of the county highway engineer. The county highway engineer will also require additional permits and bonding requirements for all county state aid highways and county roads. If a township road shall be involved, the town board where the road is located shall approve or disapprove of the method of installation.
 - c. If at any time the county, acting through its board of county commissioners, shall deem it necessary or desirable to make any improvements or changes on all or any parts of the right-of-way of the county highway or drainage system, including changes made for purposes of providing drainage, or within 100 feet of the highway right-of-way which affect the major essential service facility, then, and in such event, the owner shall, within 45 days after written notice from the board of county commissioners or its authorized agent, proceed to alter, change, vacate or remove said major essential service facility from the county highway right-of-way or drainage system, so as to conform to said county highway or drainage system changes and as directed by the board of county commissioners.

In the event of relocation of a road, road right-of-way, or drainage system that will require relocation or other change in the major essential service facility thereof, all costs for relocation will be paid by the owner.

- d. The owner shall file with the county highway engineer, the county zoning administrator, and the clerk of the township board of the township affected as-built drawings of the major essential service facility after construction, which shall include a surveyor's description of the course of the major essential service facility as it traverses the county.
- e. If in the construction of the major essential service facility, an open drainage ditch is traversed, the owner shall lay its major essential service facility below the original bottom of the drainage ditch as designed, and the method of construction shall not impede the normal flow of water.
- f. If the major essential service facility shall need to be moved, relocated or improvements otherwise made thereon as a result of the establishment, improvement or repair of any drainage systems, the expense thereof shall be the expense of the owner notwithstanding the fact that the major essential service facility is located on private property and more than 100 feet from highway right-of-way.
- g. All tile lines or other drainage systems which are cut or disturbed by the owner in the exercise of any rights acquired through easement or condemnation shall be restored and repaired to the previous condition and operable state without cost to the landowner or drainage authority.
- h. When an existing tile line is cut, the tile shall be repaired by the owner using a method which will prevent settling of any portion of the tile system. When tile lines are cut and before repairs are made, tile openings shall be protected to prevent dirt, silt or animals from entering the tile system.
- i. The pipeline shall be installed to accommodate future installations of drain tile at locations and depths as shown on title plans given to the major essential service facility by the landowner or by the drainage authority. If a public or private drainage system shall later be established, improved or repaired or additional lines installed to effect proper drainage, the major essential service facility shall reimburse the drainage authority or landowner for any necessary additional installation expenses incurred which are directly attributed to the presence of the pipeline.
- j. If settling of tile repair occurs after the major essential service facility construction, the owner shall repair without expense to the landowner of the drainage authority and shall pay all losses caused by the settling.
- k. During construction, the owner shall provide suitable crossovers installed at such places over the pipeline trench as needed by the landowner.
- l. The major essential service facility shall be installed at least 250 feet from every inhabited dwelling.
- m. The owner shall indemnify, keep and hold the county, each township crossed by the major essential service facility, and every public ditch system free and harmless from all claims resulting from injury or damage to persons or property caused by the construction, maintenance, repair, or operation of the major essential service facility system, except where the acts or omissions of said county, township, or drainage authority have caused the injury or damage.
- n. The owner shall indemnify and hold harmless the landowner, his family, tenants, and employees from and against all claims resulting from the presence of the major essential service facility and caused by the ordinary negligence of the landowner, his family, tenants and employees while engaged in normal farming operations, excluding drainage, improvements, drilling or blasting activities. In addition, where the landowner gives the owner two weeks' certified or registered mailed notice of intent to engage in any specified excluded farming activity or the easement right-of-way or adjacent thereto, the owner will indemnify and hold harmless the landowner, his family, tenants and employees from all claims for damages resulting from the preservation of the major essential service facility and caused by the specified activity for which notice was given. In the event the landowner notified the owner of the need for emergency repairs to drainage ditches or tile, such indemnification shall be provided by the owner upon 48 hours' notice. Emergency repairs shall include repairs necessary to avoid delays in preparation of the soil and planting and harvesting of crops where the need for emergency repairs are specified in the notification.

Resolution was seconded by Commissioner Eckstrom.

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

Commissioner Kaasa offered the following resolution:

RESOLUTION NO. 26-164

TITLE: RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO MARIANNE CHRISTENSEN AND TIM PETERSEN PURSUANT TO THE CODE OF ORDINANCES OF FREEBORN COUNTY, MINNESOTA, CHAPTER 42

WHEREAS, MARIANNE CHRISTENSEN AND TIM PETERSEN have applied for a conditional use permit to the Zoning Administrator pursuant to the Code of Ordinances of Freeborn County, Minnesota, Chapter 42 (Zoning Ord.) for the establishment of a commercial kennel, on the following described property owned by, Maryanne Agnes Christensen;

See "Exhibit A"

WHEREAS, the County Planning Commission held a public hearing on the application on 05/04/26 in accordance with the Zoning Ord., Art. VIII, Sec. 42-612.

WHEREAS, the County Planning Commission made a decision on the application and forwarded its required findings of fact and recommendations to the Freeborn County Board of Commissioners in the attached report.

BE IT THEREFORE RESOLVED, the Freeborn County Board of Commissioners approves and adopts the findings of fact and recommendations of the County Planning Commission in the attached report,

AND BE IT FURTHER RESOLVED, the application for a conditional use permit by Marianne Christensen and Tim Petersen is hereby granted, subject to the conditions and guarantees required below:

- (1) The facility is intended for temporary care of dogs on a daily basis within the above residence. The maximum number of adult dogs kept on site at any time shall not exceed ten (10).
- (2) All housing facilities must be structurally sound and maintained in good repair.
- (3) Confinement areas must be of sufficient size to allow each dog or cat to turn about fully and to stand, sit, and lie in a comfortable, normal position. The confinement area must be constructed so as to prevent injury to the dog or cat.
- (4) The outside exercise area shall be completely enclosed with a five foot (5') high fence. Fencing shall be maintained in good repair and functional.
- (5) Waste shall be handled in an environmentally acceptable manner and approved by the Freeborn County Environmental Services Office. Owner shall allow periodic inspections by the County to insure proper waste handling.
- (6) The facility shall be operated and maintained in a pollution and nuisance free manner.
- (7) If at any point within a one-year period, three or more legitimate complaints are received by the County Zoning Administrator concerning noise, it shall be brought before the Board for action or revocation.
- (8) The facility may not be extended or expanded without review and approval of the Freeborn County Board of Commissioners.
- (9) The permit may be revoked by the Freeborn County Board of Commissioners at a public hearing to be after 30 days' notice is given for failure to comply with the provisions of this permit.

Resolution was seconded by Commissioner Severson.

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

Commissioner Shoff offered the following resolution:

RESOLUTION NO. 26-165

TITLE: RESOLUTION AUTHORIZING AN ORDINANCE AMENDMENT TO ESTABLISH STAND ALONE ACCESSORY BUILDINGS AS A CONDITOINAL USE IN THE AGRICULTURAL DISTRICT

WHEREAS, the County of Freeborn, State of Minnesota (“the County”) is a statutory county duly organized and existing under Article XII of the Minnesota Constitution; and

WHEREAS, pursuant to Minnesota Statute (M.S.) Chapter 394 and specifically § 394.21, the County has the power and authority to conduct and implement planning activities; and

WHEREAS, the Freeborn County Planning Commission, at their May 4th, 2026, held a public hearing on the ordinance amendment to Freeborn County’s Zoning Ord. (Ch. 42) and made a recommendation for approval of an ordinance amendment to the Freeborn County Board of Commissioners; and

WHEREAS, the proposed ordinance is consistent with the statutory authority proscribed by M.S. Chapter 394; and

WHEREAS, the ordinance is hereby to be incorporated into the Freeborn County Zoning Ord. (Ch. 42); and

WHEREAS, the County hereby finds and determines that the ordinance amendment is necessary to promote the public health, safety, morals and general welfare of the County, including the terms and regulations herein;

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that:

Section 42-74. – Stand-alone Accessory Buildings is hereby amended to read as follows:

Sec. 42-74. Stand-alone Accessory buildings.

Stand-alone accessory buildings shall conform to the following standards:

- (1) Stand-alone accessory structures are not allowed in the RH, R-1, or R-2 districts except water-oriented structures as allowed in Chapter 42, Sec. 42-524.
- (2) Stand-alone accessory buildings in the Agricultural District shall not exceed 3,000 square feet except for agricultural buildings. Subsequent accessory buildings shall be included in the allowable 3,000 square feet.
- (3) Stand-alone accessory buildings must meet principal structure setbacks.
- (4) Stand-alone accessory buildings and subsequent accessory buildings shall not be used for retail sales, industrial uses, offices, service activity, rental storage facility, or human habitation.
- (5) All accesses to public roads must be approved by the appropriate road authority.

Section 42-105 is hereby amended to read as follows:

Sec. 42-105. - Conditional uses.

In the "A" Agricultural District, the following uses may be allowed subject to obtaining a conditional use permit in accordance with the provisions of article VIII of this chapter:

- (1) Any agricultural building or structure for the housing of livestock when located outside of a farmyard, except that portable housing for pastured livestock shall be a permitted accessory use.
- (2) Any aircraft landing field and associated facilities.
- (3) Any commercial outdoor recreation facilities, including, but not limited to, golf courses, driving ranges, tennis courts, swimming pools and park facilities, provided that any accessory building for these facilities in excess of 500 square feet shall be located not less than 100 feet from any lot line and not less than 200 feet from the nearest dwelling.
- (4) Any church, cemetery or memorial garden.
- (5) Any community building.
- (6) Any commercial radio and television towers and transmitters.
- (7) Any migratory labor camp.
- (8) Any one manufactured home may be allowed as an accessory to another dwelling, provided the following provisions are complied with:

- a. The occupants are in need of special care because of a disability or infirmities of advanced age as affirmed by a physician and are members of the immediate family of the person owning the principal dwelling.
 - b. The lot area is no less than 2.5 acres and the manufactured home unit shall be placed no less than 200 feet from any dwelling unit or facility housing livestock on adjoining property.
 - c. The unit at the time of placement is in compliance with the Federal Department of Housing and Urban Development Standards for Manufactured Homes and has no less than 500 square feet of floor area.
 - d. The manufactured home support and tie down systems shall be in accordance with applicable standards and skirted with noncombustible material in harmony with the exterior decor of the home.
 - e. The manufactured home shall be considered a temporary use and an agreement shall be executed between the landowner and the planning and zoning administrator and on file with the county recorder stipulating that the manufactured home is removed no more than 180 days after occupancy of the unit is terminated.
- (9) Any one manufactured home may be allowed as an accessory to a livestock operation, provided the following provisions are complied with:
- a. The manufactured home shall be located on an existing livestock site where agricultural buildings are present.
 - b. A minimum of 30 animal units shall be kept on site.
 - c. The manufactured home shall comply with the Federal H.U.D. Construction Standards effective June 15, 1976, and shall have no less than 500 square feet.
 - d. The manufactured home support and tie down systems shall be in accordance with applicable standards and skirted with noncombustible material in harmony with the exterior decor of the home.
 - e. The manufactured home shall be considered a temporary use and an agreement shall be executed between the landowner and the planning and zoning administrator and on file with the county recorder stipulating that the manufactured home is removed no more than 180 days after the livestock has been removed from the property.
- (10) Any public, private or nursery school.
- (11) Any public stable.
- (12) Any raising of fur bearing animals or commercial kennel.
- (13) Solid waste operations. The following operations shall comply with the provisions as set forth in chapter 32, solid waste:
- a. Demolition landfill.
 - b. Mixed municipal solid waste landfill.
 - c. Transfer station.
 - d. Yard waste compost.
 - e. Mixed municipal solid waste compost.
 - f. Incinerator.
 - g. Transportation/collection.
 - h. Solid waste support facilities, including, but not limited to, offices, repair garage and storage areas.
- (14) Any sewage disposal works, including any non-agricultural lagoon, provided that the operation is in accordance with the state pollution control agency regulations.
- (15) Cabins. Cabins shall be a maximum of 1,200 square feet with a maximum of 400 square feet dedicated to "S" (storage) occupancy use. State building codes rules on habitable areas shall be adhered to. Design shall be rustic in nature with earth tone colors. Design shall be approved by the planning commission. Location of cabins is limited to established wildlife and recreation areas. If potable water is present or added to a site an approved septic system shall be provided.
- (16) Any tourist camp or resort.
- (17) Any veterinary clinic.

- (18) Wind turbines over 200 feet in total height. Total height shall include the tower, turbine and blades. Wind turbines shall be as per chapter 26.
- (19) Seasonal storage of boatlifts and docks not for personal use.
- (20) Private use grain storage structures and/or grain storage support buildings located outside the farmyard.
- (21) Stand-alone accessory buildings subject to Sec. 42-74.

Resolution was seconded by Commissioner Eckstrom.

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

Commissioner Kaasa offered the following resolution:

RESOLUTION NO. 26-166

TITLE: Accept donation in the amount of \$500 to the Freeborn County Next Step Clubhouse

WHEREAS, the mission of the Freeborn County Next Step Clubhouse is to offer a safe environment that provides companionship, acceptance and support for consumers of mental health services; and

WHEREAS, the Freeborn County Next Step Clubhouse is a restorative environment for people living with mental illness who have the right to reach their full potential, to have fulfilling and productive lives in the community and who need the support of others who believe that recovery from mental illness is possible; and

WHEREAS, the Freeborn County Next Step Clubhouse plans events and activities to promote safety, integrity and health while allowing consumers to make individual choices to develop meaningful relationships through positive interaction with others; and

WHEREAS, a donation in the amount of \$500 has been received from the Freeborn Mower Electric Cooperative, Round-Up Program to cover the expenses associated with the annual Mental Health Awareness Picnic for the community that was held on May 13, 2026;

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that:

1. A donation in the amount of \$500 is accepted for the Freeborn County Next Step Clubhouse

Resolution was seconded by Commissioner Severson.

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

Commissioner Severson offered the following resolution:

RESOLUTION NO. 26-167

TITLE: Declaring the Existence and Sale of Surplus County Property

WHEREAS, Freeborn County has an inventory of property; and,

WHEREAS, Freeborn County has established a rotation schedule for each unit in inventory that includes replacement based on a variety of factors including age, hours/mileage, use, condition and needed functions; and,

WHEREAS, Freeborn County has determined that a portion of the existing inventory has completed the rotation schedule and is considered to be surplus.

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that:

1. The following property be declared as surplus and authorizes the sale of the following surplus property using an online competitive auction service provided by the State of Minnesota called MnBid.

2016 GMC Sierra #1616
2020 GMC Sierra #2069
2016 Chevrolet Equinox #3604
Overhead Crane from Highway Shop
Pallet of Front Plow Mounts
Concrete Saws (2 of them)

2018 GMC Sierra #1857
2017 Ford F350 #1797
2016 International Sign Truck #1714
Overhead Hoist & Wilcox Trolley
IH Disc Mower

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

Commissioner Severson offered the following resolution:

RESOLUTION NO. 26-168

TITLE: Approval of Joint Powers Contract with MnDOT for Crossing Agreement on CSAH 18 (Broadway Avenue South) in Albert Lea

WHEREAS, the Freeborn County Highway Department has the responsibility of maintaining the County road system; and

WHEREAS, a Railroad crossing agreement was approved on April 21, 2026 that served the needs of Freeborn County, MnDOT, and the City of Albert Lea by granting a crossing agreement to Freeborn County and will allow a pedestrian crossing improvement project administered by MnDOT at CSAH 18 (South Broadway Avenue) near US Highway 65 for the Union Pacific Railroad crossing; and

WHEREAS, MnDOT has agreed to reimburse Freeborn County for the cost of the crossing agreement with Union Pacific to allow completion of their project through the execution of a Joint Powers Contract.

NOW, THEREFORE, BE IT RESOLVED, by the Freeborn County Board of Commissioners, that: The County shall enter into Joint Powers Contract (Agreement No. 1063044) to allow reimbursement of the Crossing Agreement fees to Freeborn County from MnDOT.

1. The Board Chair and County Administrator shall execute the Joint Powers Contract.
2. The County Engineer is authorized to amend such Joint Powers Contract on behalf of the County without further approval by this board.

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

Commissioner Eckstrom offered the following resolution:

RESOLUTION No. 26-169 STATE OF MINNESOTA JOINT POWERS CONTRACT WITH MnDOT FOR CROSSING AGREEMENT ON CSAH 18 (BROADWAY AVENUE SOUTH) IN ALBERT LEA

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 26-170

A RESOLUTION APPROVING INTERFUND TRANSFERS AND BUDGET INCREASE PURSUANT TO BOARD FUND BALANCE POLICY

WHEREAS, the CLA Auditors found we did not book the Prepaid inventory of \$373,968 we need an additional transfer of funds from the Road and Bridge fund to the General fund and a corresponding Budget transfer.

WHEREAS, the County Board has adopted a Fund Balance Policy establishing guides for the use and transfer of fund balances to ensure sound financial management and long-term fiscal stability; and

WHEREAS, it is necessary and appropriate to transfer fund balance between funds to properly account for expenditures and align financial resources with intended purposes; and

WHEREAS, the following interfund transfers are proposed:

- General Fund (Debit): \$373,968
- Road & Bridge Fund (Credit): \$373,968

WHEREAS, the total transfers balance, with total debits equaling total credits in the amount of \$373,968; and

WHEREAS, in accordance with County policy and Minnesota statutes, a budget increase is required to recognize the receipt and expenditure authority associated with these transfers;

NOW, THEREFORE, BE IT RESOLVED by the County Board that the above interfund transfers are hereby approved in accordance with the Board's Fund Balance Policy; and

BE IT FURTHER RESOLVED that the budget for the General Fund is increase by \$373,968 Increase for Transfers in and the Road and Bridge fund by 373,968 decrease for Transfers out.

BE IT FURTHER RESOLVED that the County Auditor/Treasurer is authorized and directed to make the appropriate accounting entries to effectuate these transfers and budget adjustments.

Resolution was seconded by Commissioner Severson.

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

Commissioner Eckstrom offered the following resolution:

**FREEBORN COUNTY LAW ENFORCEMENT CENTER
OPERATING AGREEMENT
RESOLUTION 26-171**

This Operating Agreement is a Joint Powers Agreement made and entered into this 19th day of May, by and between the City of Albert Lea, Minnesota, a municipal corporation under the laws of the State of Minnesota ("City") and the County of Freeborn, Minnesota, a body politic and corporate, ("County").

WHEREAS, pursuant to Minnesota Statutes § 471.59, two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the City and County have entered into a separate lease agreement (a copy of which is attached hereto as Exhibit 1) whereby the City has agreed to lease from the County a portion of the Freeborn County Government Center for use by the Albert Lea Police Department (hereinafter ALPD) and will share space with the Freeborn County Sheriff's Office (hereinafter FCSO) in a joint use Law Enforcement Center (LEC); and

WHEREAS, the ALPD and FCSO have for more than 40 years prior to this agreement operated a common use LEC with shared office space, common use facilities, and each has paid a portion of the cost of salaries of employees of the LEC Records Department who are employees of the FCSO; Freeborn County has paid for all equipment used in all the 911 communications/dispatch center whose employees are employees of the FCSO; the ALPD and FCSO have shared in the purchase of office supplies and equipment; shared the use of common areas, interview rooms, storage space, evidence storage room, locker rooms, and office space within the LEC building; and,

WHEREAS, the ALPD and FCSO wish to continue the relationship established by the prior agreement between the parties sharing employee costs, sharing operating expenses, sharing communication

costs, sharing office - supplies and equipment costs, and to provide a mechanism to modify and update this agreement and to resolve any disputes that may arise between the ALPD and the FCSO:

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the City and County, on behalf of the ALPD and FCSO hereby enter into this agreement which will run contemporaneously with and for the term of the Lease Agreement (Exhibit 1) between the City and County according to the following terms and conditions:

1. Shared Employee Costs

Records Employees: All employees of the Freeborn County Law Enforcement Records Department shall remain County employees. Provided, however, that the City agrees to reimburse the County for two-thirds (2/3) of the salary/benefits of each Records Department employee. The City shall have an interest in the hiring process of employees in the Records department by being permitted to participate in the interview process and voice a recommendation for selecting candidates for hire. If additional personnel are needed in the Freeborn County Law Enforcement Records Department, additional employees shall be hired only after the mutual agreement of the City and County upon a recommendation from the LEC Advisory Committee which shall be constituted as provided herein.

2. Shared Operating Expenses

The City agrees to reimburse the County seven (7) percent of the actual operating expenses for the entire Freeborn County Government Center building. The term "Operating Expenses" as defined in the Lease Agreement (Exhibit 1) between the City and County is hereby incorporated by reference. For convenience the definition is reproducing here: "any and all costs and expenses which the County may incur in insuring, maintaining, operating and repairing the Freeborn County Government Center of which the Law Enforcement Center is a part, appurtenances to the building and the land surrounding the Freeborn County Government Center and 1887 Courthouse located on lands owned by the County, including, without limitation, costs and expenses for heating, cooling, utilities, insurance, janitorial and cleaning services, snow removal, landscaping, salaries, wages and other personal costs, costs of engineers, superintendents, security and other employees, charges under maintenance and service contracts for heating and air conditioning systems, window repair and cleaning, building maintenance, any equipment rental, and all supplies purchased for use in the building." The County agrees to exercise due care and diligence to obtain these services and supplies at competitive and reasonable market costs with acceptable quality and service standards.

Regarding the following operating expenses, it is agreed and understood that the County shall either provide the service or make direct payment to the party who does:

- (a) electricity and gas services,
- (b) janitorial services and custom cleaning in all offices and areas used by the ALPD including the common areas of the Freeborn County Government Center/LEC used by both the ALPD and FCSO,
- (c) general trash removal,
- (d) heat and air conditioning to provide a reasonably comfortable temperature in the LEC and the common areas of the building during the seasons of the year when such services are normally and usually furnished in office buildings in Minnesota,
- (e) water and sewage service for drinking, lavatory and toilet purposes drawn through fixtures installed by and maintained by the County, and
- (f) reasonable and necessary electricity for lighting and general office purposes. The County shall also install and furnish all replacement lighting, tubes, lamps, bulbs and ballasts as required in the offices and common areas used by the ALPD.

Each month, the County shall bill the City for its share (percent) of the actual operating expenses incurred by the County and, upon request, shall provide the City with an itemized billing statement showing all actual operating expenses incurred.

3. Office Supplies / Equipment

The City agrees to reimburse the County for two-thirds (2/3) of the total cost incurred for office supplies by the Records Department that is used for LEC functions.

The City agrees to reimburse the County for two-thirds (2/3) of the costs for the replacement of all office equipment, copy machines, electronic file storage equipment and software, all computer equipment, software, and printers and scanners related to law enforcement functions in the Records Department.

4. Training and Learning Opportunities

The City agrees to pay two-thirds (2/3) of all training, conferences, and associated learning opportunities related to LEC functions for all Records Department employees.

5. Gun Range

The City agrees to pay for fifty (50) percent of improvements to and maintenance of the Freeborn County gun range.

6. Day to Day Operations of the LEC

Day to day issues concerning the use, functioning and operation of the LEC shall be made and resolved by the mutual agreement of the Chief of Police and the Sheriff.

7. Duration of Agreement

This agreement shall be for the duration of the Lease Agreement (Exhibit 1) between the City and the County.

8. Periodic Review of Agreement and Amendment

This agreement shall be reviewed every two years by the Albert Lea City Council and the Freeborn County Board of Commissioners after consultation with the LEC Advisory Committee. The terms of this agreement may only be amended by the City and County after being reduced to writing and adopted by the City Council and the County Board of Commissioners.

9. LEC Advisory Committee

The individual members of the LEC Advisory Committee shall be the City Manager, County Administrator, the ALPD Chief of Police, an officer or employee of the ALPD designated by the Chief of Police, the Freeborn County Sheriff, and a deputy or employee of the FCSO designated by the Sheriff.

a. The LEC Advisory Committee shall serve without compensation.

b. Quorum

A majority of the LEC Advisory Committee shall constitute a quorum and a valid quorum shall be required for the Advisory Committee to make recommendations to the Albert Lea City Council and Freeborn County Board of Commissioners.

c. Meetings

The LEC Advisory Committee shall meet at least one time annually or on a schedule established by the committee.

d. Powers and Duties of the LEC Advisory Committee

The powers and duties of the LEC Advisory Committee include, but are not limited to, making recommendations to the City Council and County Board of Commissioners for the resolution of all disputes or issues involving shared employee costs, and any change in the percent or amount of contribution by the City to any cost or expense incurred to operate the LEC, a requested need for additional personnel within the LEC Records Department, use or need of additional space, use of the 911 communications center, use or need for the services of joint use personnel, or any matters that may be in dispute between the Albert Lea Police Chief and the Freeborn County Sheriff, the City of Albert Lea and Freeborn County over the shared costs anticipated or implied by this agreement. The LEC Advisory Committee shall recommend amendments to this agreement and practical solutions involving the operation of the LEC to the City and County and its respective City Council and County Board of Commissioners.

10. Payment

Payments provided for under this agreement by the City to the County shall be paid monthly and annually as agreed by a resolution of the Albert Lea City Council. In all events, payment in full shall be made each calendar year.

11. Agreement Interpretation

This agreement including the Lease Agreement attached hereto as Exhibit 1 represents the entire agreement between the parties hereto and there are no other agreements, understandings or undertakings except for an Agreement made on the 5th of November, 2013 regarding a Master Telemetry Unit which shall remain in full force and effect. All prior leases or law enforcement center operating agreements by the City with the County are hereby superseded. To the extent that any term of this Operating Agreement may be inconsistent or in any way different from the Lease Agreement attached hereto as Exhibit 1, the terms of this Operating Agreement shall supersede.

12. Termination/ Ultimate Authority

This agreement shall terminate upon termination of the Lease Agreement (Exhibit 1) as provided in paragraphs 15 and 28 of that agreement for the use of a portion of the Freeborn County Government Center by the City of Albert Lea by the Albert Lea Police Department. Failure by the City of Albert Lea to pay its monthly and/or annual financial obligations pursuant to this agreement shall constitute a basis for civil action by the County against the City to obtain a judgment for payment. The City and County shall attempt to resolve any dispute as provided in this agreement. However, in the event the City Council or County Board of Commissioners is unwilling or unable to accept a recommendation of the LEC Advisory Committee to resolve a dispute or modify this agreement, the City Council and County Board of Commissioners may directly negotiate or litigate to a resolution.

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 No. 26-172 AGREEMENT TO PROVIDE INTERIM COUNTY ASSESSOR DUTIES
BETWEEN FILLMORE COUNTY AND FREEBORN COUNTY JUNE 1, 2026**

Resolution was seconded by Commissioner Eckstrom.

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

The following items were discussed as informational only items and no action was taken.

Discussion on rescinding Resolution 25-163 Shotgun Use for Deer Hunting in Freeborn County and the discussion on the language regarding the Board Chambers Policy

Chair, Commissioner Edwin adjourned the meeting at 9:52 a.m. until 8:30 a.m. on Tuesday, June 2nd, 2026.

By: _____
Brad Edwin
Chair

Attest: _____
Chelsea Barrett
County Clerk