

**PROCEEDINGS OF THE MARTIN  
COUNTY BOARD OF COMMISSIONERS  
TUESDAY, MAY 18, 2004 MEETING  
@ 9:00 a.m.**

Chairman Jack Potter opened the meeting at 9:00 a.m. Commissioners present were Steve Donnelly, Dan Schmidtke, and Gerald Boler. Commissioner Steve Pierce was absent. Also present were Terry Viesselman, County Attorney, Kevin Peyman, County Engineer, Scott Higgins, County Coordinator, Faye O'Sell, Administrative Assistant, Jim Forshee, Auditor/Treasurer, Jim Hallstrom, County Assessor, Christine Rupp, Sentinel, Rod Halverson, KSUM/KFMC and member of the Public.

Chairman Potter asked if there were any additions to the Agenda. Commissioner Boler would like to add MN Senior Federation. Motion was made by Commissioner Boler, seconded by Commissioner Schmidtke to approve the Agenda with one addition (1) Discuss MN Senior Federation. Carried unanimously.

Motion was made by Commissioner Donnelly, seconded by Commissioner Boler to approve the minutes of the May 4, 2004 regular Board of Commissioners meeting. Carried unanimously.

Julie Grunewald, Senior Probation Agent, introduced newly hired Heidi Holmes, Family Preservation Social Worker, to the Board. Ms. Holmes started in the Probation Office Monday, May 17, 2004.

Commissioner Potter welcomed her to Martin County and wished her well at her new job. The Board thanked Julie Grunewald and Heidi Holmes for attending the meeting.

Kevin Peyman, County Engineer, was present to request approval from the Board for step increases for Gary Anderson, Heavy Equipment Operator, and A. Nick Lardy, Shop Mechanic for the Martin County Highway Department.

Motion was made by Commissioner Schmidtke, seconded by Commissioner Donnelly, Be It Resolved that the Martin County Board of Commissioners, upon the recommendation of the County Engineer, approve merit step increases for Gary Anderson, Heavy Equipment Operator, Martin County Highway Department, from Grade 12 Step 2 at \$15.58/hr to Grade 12, Step 3 at \$16.01/hr and A. Nick Lardy, Shop Mechanic, Martin County Highway Department from Grade 12 Step 1 at \$15.14 hr to Grade 12 Step 2 at \$15.58/hr per the Highway Union Contract for 2004, effective May 1, 2004. All voting in favor. Carried unanimously.

Peyman requested approval from the Board regarding the bid letting for a Single Axle 1989 Ford Truck, Unit #64. Four bids were received:

Weerts Construction Winnebago, MN	\$7,507
Crysteel Truck Equipment Lake Crystal, MN	\$5,100
Cole Construction Fairmont, MN	\$4,023
Maynard, Bettin Fairmont, MN	\$4955

Motion was made by Commissioner Schmidtke, seconded by Commissioner Donnelly, Be It Resolved that the Martin County Board of Commissioners, hereby approve the sale of Unit #64 a 1989 Ford Single Axle Truck to Weerts Construction, Winnebago, MN in the amount of \$7,507. All voting in favor. Carried unanimously.

Peyman stated that W. Hodgeman & Sons Inc. has been sold and that there will be an auction on the remaining surplus equipment, supplies and etc. Peyman requested permission from the Board to attend the auction and purchase supplies and/or equipment for the Highway Department. After discussion,

Motion was made by Commissioner Boler, seconded by Commissioner Donnelly to approve and authorize the Engineer to attend the auction of W. Hodgeman & Sons Inc. on June 2, 2004 to purchase needed supplies and equipment on the auction for the Highway Department. All voting in favor. Carried unanimously.

Peyman informed the Board that on the Hodgeman auction would be "Testing Shacks", (construction trailers with bridge testing equipment) and that the county is in need to purchase this type of equipment.

Motion was made by Commissioner Schmidtke, seconded by Commissioner Donnelly, Be It Resolved, that the Martin County Board of Commissioners hereby approve and authorize purchase for a "testing shack" on the W. Hodgeman and Sons Inc. auction June 2, 2004. All voting in favor. Motion carried.

Peyman updated the Board on the status of the County Parks. Peyman stated that the Caretaker at the Cedar-Hanson Park had requested if the Highway Department could buy a power washer for the cleaning of equipment, tables and facilities at the parks. Peyman also requested purchase of a leaf blower for maintaining of County Parks.

Peyman also stated that six picnic tables should be replaced and recommended purchase of the picnic tables. After discussion,

Motion was made by Commissioner Schmidtke, seconded by Commissioner Boler, Be It Resolved that the Martin County Board of Commissioners hereby approve the purchase of a power washer, and leaf blower for cleaning and maintenance of the County Parks and to replace the damaged picnic tables. All voting in favor. Motion carried.

Commissioner Schmidtke stated that he had received a complaint that a camper had been left at Cedar-Hanson Park unattended. Schmidtke stated that he was informed that it has been in one spot over the allowed seven days and had been left unattended for days at a time.

Peyman said that this would be a violation of park rules as campers can not be parked in one spot over seven days and can not be left unattended. Peyman further stated that he will look into the matter.

Commissioner Boler asked the Engineer if anyone had been selected to the Park Board.

Peyman stated that there were three applicants considered and all three will be invited to a Park Board meeting and told in detail of the responsibilities of a volunteer member of the Park Board. Peyman informed the Board that a recommendation would be made at that time.

Terry Viesselman, County Attorney, and Jim Hallstrom, County Assessor were present and updated the Board on the issue regarding Aquila, Inc. d.b.a. Peoples Natural Gas Company/Northern Minnesota Utilities the market values being placed on Aquila's pipelines in Minnesota. Viesselman stated that Jim Hallstrom and he had attended the meeting with the Commissioner of Revenue and other county officials in Saint Paul, MN, and that Aquila is contesting total market values placed on the pipelines and that it was determined to hire a consultant to look at the pipeline and see if the valuation is in the ballpark or not. Viesselman said that Hallstrom volunteered to serve on a smaller committee to discuss the matter further.

No Closed Session.

Viesselman gave an update to the Board on the litigation against Steve Saggau, d.b.a. Gril-Del, Truman, MN for non-payment of economic development financial loan. There

were questions regarding the loan by the Martin County Area Economic Development Incorporated (MCAEDI). After discussion,

By consensus of the Board to look for further information regarding the dissolution of the MCAEDI Corporation.

Commissioner inquired of the Homier, Inc matter regarding the Transient Licenses issued by the County.

Viesselman responded that there are negotiations in progress on the matter.

Chairman Potter thanked Terry Viesselman for his report.

Jerry Voyles, Soil and Water Conservation District (SWCD) Director, was on hand to provide an Agency update and provided a proposal to conduct Feedlot Inspections for the County.

Voyles stated that the SWCD is willing to conduct required feedlot inspections for the County at \$200 per feedlot. It is expected that 80-100 will be inspected per year to keep with the required law of inspections every five years. SWCD would perform several inspection activities, including:

- Scheduling pending compliance inspections with feedlot operators;
- Reporting activities to the County Commissioners on a monthly basis;
- Providing the county and the feedlot operators with copies of inspection results.

The agreement also states that any reports, photographs, or other documents or materials prepared for or by the SWCD as part of its duties under the agreement will be the property of the county and will be remitted to the county if the agreement should be completed or terminated.

The county feedlot office will be responsible for feedlot permit applications and inspections that are necessary due to complaints. SWCD will assist upon request for technical service on complaints, feedlots not in compliance, or feedlot operators requesting technical or cost-sharing assistance.

Inspection will include:

- Walk-over of the site;
- Review of the site conditions and surface drainage;
- Review of the dead animal handling;
- Review of the feedlot permit;
- Review of the manure management plan
- Review of the records of acres designated for application and of the actual manure application
- Recommendation for changes in the feedlot operation if applicable;
- Recommendations for updating feedlot permit information.

After further discussion,

Motion was made by Commissioner Schmidtke, seconded by Commissioner Donnelly, Be It Resolved that the Martin County Board of Commissioners hereby approve and authorize the Chair to sign the Feedlot Inspection Service Agreement between Martin County and Soil and Water Conservation District (SWCD) at \$200 per feedlot inspected for calendar year 2004. All voting in favor. Carried unanimously.

There was discussion on the collection of the newly established feedlot inspection fees last year.

Motion was made by Commissioner Boler, seconded by Commissioner Schmidtke to appoint a committee of Commissioner Schmidtke, Commissioner Jack Potter, and Pam Flitter, Planning & Zoning Official, and Scott Higgins to review implementation of the

feedlot inspection fees and how these fees are to be collected from the producer. All voting in favor. Carried unanimously.

Jerry Voyles, SWCD Director, provided background information on the Resolution for the Watonwan Watershed Project Continuation. This resolution relates to the MN Pollution Control Agency Clean Water Partnership; authorizing the County to borrow money from the MN Pollution Control Agency and to lend money to eligible participants and eligible lenders to fund projects for the control and abatement of water pollution. There are two townships in the northern boundaries of Martin County that are eligible for the loan program for upgrading septic. After discussion,

Motion was made by Commissioner Donnelly, seconded by Commissioner Boler, Be It Resolved, that the Martin County Board of Commissioners hereby approves Resolution for the Watonwan Watershed Project Continuation.

## **RESOLUTION**

**R-20 /'04**

### **RELATING TO THE MN POLLUTION CONTROL AGENCY CLEAN WATER PARTNERSHIP; AUTHORIZING THE COUNTY TO BORROW MONEY FROM THE MN POLLUTION CONTROL AGENCY AND TO LEND MONEY TO ELIGIBLE PARTICIPANTS AND ELIGIBLE LENDERS TO FUND PROJECTS FOR THE CONTROL AND ABATEMENT OF WATER POLLUTION:**

**BE IT RESOLVED, by the County Board of Commissioners of Martin County, Minnesota (the "Sponsor"), as follows:**

#### **Section 1. Authorization and Findings:**

1.01 The Sponsor, a political subdivision of the State of Minnesota is authorized and empowered by the provisions of MN Statutes, Sections 103F.701 to 103F.761

#### **Section 1. Authorization and Findings**

1.01 The Sponsor, a political subdivision of the State of Minnesota is authorized and Empowered by the provisions of Minnesota Statutes, Section 103F.701 to 103F.761, as amended (the "Act"), to borrow money from the Minnesota Pollution Control Agency the "MPCA") for the purpose of funding a revolving loan program under the Minnesota Clean water Partnership, as provided in the Act. The Sponsor proposes to enter into a financing agreement (the MPCA Agreement") with the MPCA pursuant to which the Sponsor shall borrow money from the MPCA (the MPCA Loan") from time to time and lend the proceeds thereof to persons entitled to receive such loans under the MPCA Agreement (Eligible Participants") or may agree that loans to the Eligible Participants will be made by local lending institutions ("Eligible Lenders"), such loans to be documented by loan agreement between the Sponsor and each Eligible Participant or Eligible Lender (the "Project Loan Agreements"), in furtherance of the "Project Work Plan" as provided in the MPCA Agreement. The Sponsor may at any time determine to make project loans directly to Eligible Participants, rather than through Eligible Lenders, and in such case the references herein to Eligible Lenders and Project Loan Agreements shall be deemed to refer to Eligible Participants and the loan agreements between the Sponsor and Eligible Participant.

1.02 The Sponsor is authorized to borrow money and issue its general obligation note (the "Note") to the MPCA under the Act, in evidence of the MPCA Loan. Under the Act, no election is required to authorize the issuance of the Note, and the Note shall not constitute an indebtedness of the Sponsor within the meaning of any constitutional or statutory provisions or limitations. The Chairman and County Coordinator are hereby authorized to approve the final terms of the Note, and their execution and delivery of the Note shall evidence such approval. The terms of the

Note, as so executed and delivered, shall be deemed to be incorporated herein by reference.

- 1.03 The Sponsor intends to make loans in amounts which will require the Sponsor to issue the Note in an aggregate principal amount not exceeding \$64,200 but recognizes that the MPCA Agreement referred to in Section 1.02 hereof permits the Sponsor to draw up to \$44,200 on the Note at this time. The remaining \$20,000 (or so much thereof as may be required) principal amount of the Note may be drawn only when the Sponsor and the MPCA have executed a new or amended MPCA Agreement permitting additional amounts to be drawn on the Note.
- 1.04 The execution and delivery of the MPCA Agreement, the form of which is attached hereto as Exhibit A, is in all respects, hereby authorize, approved and confirmed, and the Chairman and County Coordinator are hereby authorized and directed to execute and deliver MPCA Agreement in the form and content attached hereto as Exhibit A., with such changes as the Sponsor's Attorney deem appropriate and approves, for and on behalf of the Sponsor. The Chairman and County Auditor are hereby further authorized and directed to implement and perform the covenants and obligations of the Sponsor as set forth in or required by the MPCA Agreement.
- 1.05 The execution and delivery of the Project Loan Agreements and the pledging of the loan payments there under for the security of the Note and the interest thereon shall be, and they are, in all respects, hereby authorized, approved and confirmed, and the Chairman and County Coordinator are hereby authorized and directed to execute and deliver, from time to time, the project Loan Agreements in such form and content as the County Attorney deems appropriate and approves, for and on behalf of the Sponsor. The Chairman and County Auditor are hereby authorized to approve the final terms of each Project Loan Agreement, and their execution and delivery of such Project Loan Agreement shall evidence such approval.
- 1.06 Capitalized terms used but not defined herein shall have the meanings given thereto in the MPCA Agreement.

## **SECTION 2. The Note.**

- 2.01 The Sponsor has determined that it is necessary and expedient that the Sponsor issue at this time a Note to be designated "General Obligation Note (MPCA) Watonwan Watershed Project Continuation, Series 2004 (the "Note") to provide moneys to lend to Eligible Participants or Eligible Lenders through the Project Loan Agreements from time to time as the Sponsor shall determine. Pursuant to the Project Loan Agreements, Eligible Participants are required to use the proceeds of the Loan for costs of projects permitted under the MPCA Agreement, and the Eligible Lenders are obligated to use the proceeds of the Lender loans to make loans to Eligible Participants, as defined in the project Loan Agreements. The Note shall be substantially in the form attached hereto as Exhibit B; the aggregate principal amount of the Note shall not exceed \$64,200; provided that only \$44,200 may be drawn under the Note until authorized by a new or amended MPCA Agreement. The principal balance of the Note from time to time shall be an amount equal to the aggregate of all MPCA Loan advances theretofore made under the MPCA Agreement, less the amount of any principal repayments or redemption's theretofore made under Sections 2.02 or 2.03 hereof. If the full amount of the MPCA Loan has not been advanced under the MPCA Agreement by December 15, 2007, or such later date as may be provided in a new or amended MPCA Agreement, the MPCA shall, under the provisions of the MPCA Agreement, reduce the principal amount of the MPCA Loan to an amount equal to the total loan amount then and theretofore advanced, and shall prepare and provide to the Sponsor revised repayment schedules for the MPCA Loan. Upon such action by the MPCA, the aggregate principal amount of the Note shall be limited to the principal amount of the corresponding MPCA Loan, and the revised repayment schedules shall be deemed to have replaced and superseded the payment schedule of the Note set forth in Section 2.02(c).

**2.02** (a) The Note shall bear a date of original issue as of the date of its execution and delivery to the MPCA.

(b) The Note shall bear interest from its date of original issue at an interest rate of 2% per annum, unless any payment provided for in paragraph (c) below is not paid when due, in which case the principal balance of the Note shall bear interest at the rate of 4% per annum, commencing on the day following the date on which such payment was due and continuing until the date on which payment in full thereof is actually received by the MPCA.

(c) The principal balance of the Note, plus the interest which has accrued on the Note at an interest rate of 2% per annum shall be payable in semiannual installments of \$2,547.33 each, payable on June 15 and December 15 in each year, commencing December 15, 2007 (the "Note Payment Dates"). If the Sponsor satisfies the conditions specified in Sections 1.03 and 2.01, and draws amounts in excess of \$44,200 on the MPCA Loan, the schedule and amounts of the semi-annual installments shall be amended as provided in the new or amended MPCA Agreement. Interest, if any, which has accrued on the Note at a rate in excess of 2% per annum, shall be payable on each Note Payment Date in addition to the regularly scheduled payment of principal and interest on the Note.

**2.03** The principal balance of the Note is subject to redemption and prior payment at the option of the Sponsor on any date, upon not less than 30 days written notice to the MPCA, in whole or in part in such amounts as the Sponsor may determine at a redemption price equal to the principal amount being redeemed, together with any accrued interest to the redemption date. If less than all of the principal balance is to be redeemed and prepaid, the Sponsor may elect, in the notice of redemption, to reduce the amount of or eliminate specified semiannual payments; if the Sponsor does not specify otherwise, any partial prepayment will be applied to reduce the amount of the semiannual payments in inverse order of their due dates. Partial redemptions and prepayments shall be made in increments of \$1,000 principal amounts and in minimum amounts of \$1,000.

**Section 3. Granting Clauses.** The sponsor, in order to secure the payment of the principal of and interest (if any) on the Note and the performance and observance of each and all of the covenants and conditions herein and therein contained, and for and in consideration of the premises and of the purchase and acceptance of the Note by the MPCA, and for other good and valuable considerations, the receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, assign, transfer, convey, warrant, pledge and set over, unto the MPCA and to its successors a lien on, security interest in and pledge of the interest of the Sponsor in all Project Loan Agreements hereafter entered into between the Sponsor and Eligible Participants or Eligible Lenders in connection with Loans authorized hereby, and all payments of principal, premium (if any) and interest thereon, and all proceeds thereof. If the Sponsor shall well and truly pay or cause to be paid the principal of the Note and the interest if any due or to become due thereon, at the times and in the manner mentioned in this Resolution and the Note, or shall provide for the payment thereof by depositing with the MPCA sums sufficient to pay the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the MPCA Agreement and this Resolution, to be kept, performed and observed by it and shall pay to the MPCA all sums of money due or to become due to it in accordance with the terms and provisions hereof; then upon such final payment the lien, security interest and other rights hereby granted shall cease, determine and be void.

**Section 4. Application of Note Proceeds and Other Moneys: Loan Fund; and Loans.**

**4.01** The proceeds of the Note shall be equal to, and demand to be received by the Sponsor at the same time as, the advances of the corresponding MPCA Loan under the corresponding MPCA Agreement. Such proceeds shall be deposited, as received, in the Loan Fund, which is hereby established as a separate bookkeeping account on the books of the Sponsor. Once each month, the Sponsor will determine the amount necessary to fund Loans to Eligible Participants or Eligible Lenders

based on Project Loan Agreements entered into subsequent to the last request by the Sponsor for an MPCA Loan advance under the MPCA Agreement, and shall submit a request, in accordance with the MPCA Agreement, for an MPCA Loan advance in the amount necessary to fund such Loans.

- 4.02 Amounts on deposit in the Loan Fund shall be used to make Loans to Eligible Participants or Eligible Lenders in accordance with Project Loan Agreements, or to pay the principal and interest on the Note. No amounts in the Loan Fund which are required to be disbursed to an Eligible Participant or Eligible Lender under a Project Loan Agreement may be used to pay principal or interest on the Note.

Each Loan shall be made in accordance with the terms of a Project Loan Agreement and the MPCA Agreement. The interest rate and repayment terms of the Loans shall be determined by the Sponsor in accordance with the MPCA Agreement and applicable rules of the MPCA. The proceeds of each Loan must be expended for eligible costs under the Program (including any applicable federal law) and the MPCA Agreement.

Amounts on deposit in the Loan Fund shall be disbursed by the Sponsor pursuant to Participant or Lender Request. The Sponsor shall have no obligation to see to the proper application of the proceeds of the Loans.

Section 5. Funds and Accounts.

5.01 There are hereby established the following Funds and Accounts:

- (a) Loan Fund, as described in Section 4.02 hereof; and
- (b) Note Fund, as described in Section 5.02 hereof

The Sponsor may also establish by resolution or otherwise within each Fund one or more separate Accounts or Sub-accounts relating to a particular Loan or for other purposes.

5.02 Upon receipt of a payment of principal or interest on a Loan, the Sponsor shall deposit such principal and interest in the Note Fund. On or prior to each Note Payment Date, the Sponsor shall withdraw from the Note Fund and pay to the holder of the Note amounts sufficient to pay the principal and interest (if any) on the Note due on such Note Payment Date, including any principal of the Note which has been called for prior redemption.

5.03 For the prompt and full payment of the principal of and interest, if any on the Note as such payments respectively become due, the full faith, credit and unlimited taxing powers of the Sponsor shall be and are hereby irrevocably pledged. It is, however, presently estimated that the revenues appropriated pursuant to Section 5.02 hereof will provide sums not less than 5% in excess of principal and interest on the Note when due, and therefore no tax levy is presently required.

Section 6. Particular Covenants of the Sponsor. The sponsor covenants and agrees, so long as the Note shall be Outstanding and subject to the limitations on its obligations herein set forth, that:

- (a) It will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution and in the Note; and will promptly pay the principal of and interest, if any, on the Note on the dates, at the places and in the manner prescribed in the Note.
- (b) All Loans to Eligible Participants or Eligible Lenders with the proceeds of the Note or from other funds in the

Loan Fund shall be evidenced by Project Loan Agreements. The principal of and interest on the Loans shall be due and mature at the times and in the amounts and bear interest at the rates sufficient, with other available funds hereunder, to provide for payments, when due, of principal of and interest on the Note issued hereunder. The Sponsor shall diligently enforce, and take all reasonable steps, actions and proceedings necessary for the enforcement of, all terms, covenants and conditions of all Loans and all Project Loan Agreements with Eligible Participants or Eligible Lenders relating thereto.

The Sponsor shall keep proper books of record and account in which complete and correct entries shall be made of its transactions relating to all Loans and payments and all Funds and Accounts and sub accounts established by this Resolution, which shall at all reasonable times be subject to inspection by the MPCA or their representatives duly authorized in writing.

The Sponsor shall annually, on or before February 1 in each year, prepare and place on file a copy of an annual report for the preceding twelve-month period ended as of the preceding December 31, setting forth in reasonable detail:

- (i) a schedule of Loans, Loan payments and the status of the Funds and Accounts established by this Resolution and
- (ii) a schedule of remaining payments and the principal balance of the Note outstanding at the end of such year, together with a statement of the Amount paid, redeemed and advanced during such year.

The report shall also include statements as to a description of the nature of any defaults with respect to any of the Loans.

(e) The Sponsor shall not cause or permit any funds received under the Project Loan Agreements or held in any of the Funds or accounts established hereunder to be applied in a manner which is in violation of any provisions of the Clean Water Act.

(f) The Sponsor will faithfully keep and observe all the terms, provisions and covenants contained in the MPCA Agreement, this Resolution and Project Loan Agreements.

#### Section 7. Certification of Proceedings.

7.01 The County Coordinator is hereby authorized and directed to file a certified copy of this resolution in the records of the Sponsor, together with such additional information as required, and to file a certified copy of this resolution with the County Auditor of the County in which the Sponsor is located and obtain from the County Auditor a certificate that the Note has been duly entered upon the County Auditor's bond register.

7.02 The officers of the Sponsor are hereby authorized and directed to prepare and furnish to the MPCA and to Dorsey & Whitney LLP, Bond counsel, certified copies of all proceedings and records of the Sponsor relating to the Note and to the financial condition and affairs of the Sponsor, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Note as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Sponsor to the facts recited herein.

Said resolution was duly made and adopted this May 18, 2004.

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Jack Potter, Chairman of the  
Martin County Board

ATTEST: \_\_\_\_\_  
Scott Higgins, County Coordinator

Roll call: Commissioners Potter, Schmidtke, Boler and Donnelly AYES. NAYS: None.

Passed and approved this 18<sup>th</sup> day of May 2004.

Commissioner Donnelly discussed membership to the Greater Blue Earth River Basin Alliance. After discussion,

Motion was made by Commissioner Donnelly, seconded by Commissioner Boler to approve 2004 membership dues for \$2,000 for the Greater Blue Earth River Basin Alliance (GBERBA). All voting in favor. Carried unanimously.

Chairman Potter informed the Board that Mike Borchardt, who resides near the Cenex Harvest States Facility, stated that promises were made that officials of Cenex Harvest States, would plant trees on the site of the facility to provide a buffer between the facility and the surrounding residents. According to the landowners, Cenex Harvest States and the City Council of Fairmont promised them that tree buffers would be installed around the Cenex Harvest States facility, but nothing has happened.

Commissioner Boler said the county should do what it can to make trees available, but that the Commissioners cannot get in the middle of the issue.

After discussion, it was the consensus of the Board to have Commissioner Potter and Commissioner Schmidtke meet with City of Fairmont Officials to get their view on the matter.

The Board recessed at 10:24 a.m.

The Board reconvened at 10:40 a.m.

Commissioner Boler updated the Board on the Minnesota Senior Federation. Boler stated that he would like the Board to hear a presentation from Richard Honetschlager, Director of the South Central Minnesota Senior Federation, regarding a service that helps with cost of prescription drugs for senior citizens. Boler suggested that the Coordinator could check some dates with Honetschlager and schedule a presentation for a future meeting.

Motion was made by Commissioner Schmidtke, seconded by Commissioner Donnelly to approve the warrants and the Highway bills as presented. All voting in favor. Unanimously carried.

Warrant received and paid 5-18-04 are registered on file in the Auditor/Treasurers office:  
As Follows:

Revenue Fund- Warrants approved 5-18-04	Totaled	\$142,835.74
Park & Recreation-		\$ 2,798.62
Enhanced 911-		\$ 360.00
Solid Waste Management-		\$ 22,445.31
Law Library		\$ 997.65
Martin Co Transit-		\$ 27,543.99
Building-CIP		\$ 4,345.75
Bank Building		\$ 2,088.70
Debt Service-Prairieland		\$ 299,532.50
Refunding		\$ 1,753.72
Recreation & Safety		\$ <u>4,212.69</u>

Warrants to be paid	Totaled-	\$508,914.67
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<b>Martin County Ditch Fund- Warrants totaled</b>	<b>\$12,508.69</b>
<b>ROAD &amp; BRIDGE FUND-Warrants totaled</b>	<b>\$67,730.97</b>

Chairman Potter asked the Board to Consider the Visioning and Strategic Planning Facilitation Agreement.

Higgins informed the Board that after further discussion with the Department Directors, regarding the Visioning and Strategic Planning Session, the Department Directors have

recommended a half-day session. Higgins stated that this would be a good opportunity for a long range/strategic planning for the county and to have dialogue between the Board and Department Directors in planning the County's future. Higgins further stated that Tobias Spanier, University of Minnesota Regional Extension Educator, has been invited to conduct this session and is willing to facilitate the session. Higgins reviewed the Visioning and Strategic Planning Facilitation agreement with Tobias Spanier, stating that there will be a \$250 charge and mileage expense for the facilitation and preparation of all documents for this session. Higgins stated that this meeting would include Commissioners, Department Heads, and other key staff. Higgins anticipated that the Visioning session would be scheduled in July. After further discussion,

Motion was made by Commissioner Donnelly, seconded by Commissioner Boler, Be It Resolved that the Martin County Board of Commissioners approve the Visioning and Strategic Planning Facilitation agreement and hire Tobias Spanier, University of Minnesota Extension Regional Educator, in the amount of \$250 plus mileage expense for the facilitation and preparation of all documents for the Strategic Planning Session. All voting in favor. Carried unanimously.

Discussion ensued regarding the "Open Burning Restrictions" (Burning Bans). Higgins stated that the Board could pass an Ordinance or resolution pertaining to open burning bans. Higgins stated that he would gather more information for the Board to consider at a future meeting.

Commissioner Boler stated to the Board that he was concerned about the legislators not getting their work accomplished at the Capitol in this past legislative session. He would like a letter written to Representative Robert Gunther and Senator Julie Rosen stating that Martin County Board was not in favor of having the legislature called back into special session. No action taken.

Reports and calendars were reviewed of the previous and upcoming week's activities.

The next regular Board of Commissioners meeting will be June 1, 2004 at 9:00 a.m. in the Martin County Board of Commissioners meeting room.

Chairman Potter reminded the Board that they have been invited by Don Milbrandt, Martin County Preservation Association, to have lunch and a tour at the Red Rock Community Center at 12:00 noon today.

With no further business, to wit, Motion was made by Commissioner Donnelly, seconded by Commissioner Boler to adjourn the meeting. Carried unanimously.

Members of the Board were given a tour of the Red Rock Community Center of the latest construction work completed in the building. Milbrandt requested that the Board appoint a Commissioner to be a part of the planning for the Dedication of the Red Rock Center for the Arts. No action taken.

Meeting adjourned at 11:03 a.m.

BOARD OF COMMISSIONERS  
MARTIN COUNTY, MN

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Jack Potter, Chairman

ATTEST: \_\_\_\_\_  
Scott Higgins, County Coordinator