

ADJOURNED MEETING OF THE COUNTY BOARD
October 19, 2021

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, October 19, 2021. Members present: Commissioners Shoff, Belshan, Edwin, Forman and Herman

Commissioner Belshan offered the following motion;

MOVED, approving the agenda as presented.

Motion seconded by Commissioner Forman.

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

Commissioner Herman offered the following resolution;

RESOLUTION No. 21-248
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 October 5, 2021 minutes.

Resolution seconded by Commissioner Edwin.

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

The Commissioners provided Board Committee updates.

Chairman Shoff asked if there was any public comment and Scott Kallberg spoke on behalf of the Legion Riders about bringing Freedom Rocks to Albert Lea.

Commissioner Edwin offered the following resolution;

RESOLUTION No. 21-249
Agreement for the Prosecution of Petty Misdemeanors and
Misdemeanor Offense in the City of Twin Lakes

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

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 Twin Lakes 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 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 pending cases and all additional cases received for consideration of charges or consideration of a probation violation during the

one hundred eighty (180) day notice period shall remain the responsibility of the party then prosecuting until sentencing or resolution of the pending probation violation.

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 seconded by Commissioner Belshan.

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

Commissioner Herman offered the following resolution;

RESOLUTION No. 21-250 Accepting the Resignation of Ryan Shea

WHEREAS, the Freeborn County Sheriff's Office has the responsibility for providing a quality service with integrity and accountability to the citizens of Freeborn County;

WHEREAS, the Freeborn County Board is the appointing authority for all county employees;

WHEREAS; Ryan Shea has been employed as a Medical Death Investigator since March 14th, 2015 and is resigning his position effective November 1st, 2021,

NOW, THEREFORE BE IT RESOLVED, to accept the resignation of Ryan Shea as a Freeborn Medical Death Investigator effective on or about November 1st, 2021.

Resolution seconded by Commissioner Belshan.

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

Commissioner Edwin offered the following resolution:

RESOLUTION No. 21-251 Accepting the Resignation of Timothy Cibert

WHEREAS, the Freeborn County Maintenance Department has the responsibility for providing a quality service with integrity and accountability to the citizens of Freeborn County;

WHEREAS, the Freeborn County Board is the appointing authority for all county employees;

WHEREAS; Timothy Cibert has been employed as an Custodian since November 16th, 2015 and is resigning his position effective January 5th, 2022,

NOW, THEREFORE BE IT RESOLVED, to accept the resignation of Timothy Cibert as a Custodian effective on or about January 5th, 2022.

Resolution was seconded by Commissioner Herman.

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

Commissioner Forman offered the following resolution:

RESOLUTION No. 21-252 Approving Permission to Fill the Freeborn County Custodian Position

WHEREAS, the Freeborn County employees have the responsibility for providing quality service with integrity and accountability to the citizens of Freeborn County;

WHEREAS, the Freeborn County Board is the appointing authority for all county employees, and;

WHEREAS, Timothy Cibert, Freeborn County Custodian has resigned his position effective January 5th, 2022;

NOW, THEREFORE BE IT RESOLVED, that the board approves the filling of the vacant Freeborn County Custodian position.

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. 21-253
Retroactively Approving the Statewide Health Improvement Project (SHIP)
Grant Agreement with Minnesota Department of Health

Whereas, Freeborn County Community Health Board will approve the grant contract amendment with Minnesota Department of Health for SHIP;

Whereas, Minnesota Statute 145A.04 allows promoting healthy communities and healthy behavior through activities that improve health in a population such as investing in healthy families; providing information and education about healthy communities or population health status; and addressing issues of health equity, health disparities, and the social determinants to health.

Whereas, the Statewide Health Improvement Project (SHIP) Grant Amendment through June 30, 2021. The funding is in the amount of \$151,652 from November 1, 2021 – October 31, 2022.

Now, Therefore, Be It Resolved that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby approve the contract grant amendment with Minnesota Department of Health for the SHIP.

Resolution was seconded by Commissioner Forman.

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

At approximately 8:45 School District 241 Superintendent Dr. Mike Funk and Executive Director of Finance & Operations Jennifer Walsh presented to the board regarding the upcoming referendum for the school district.

Commissioner Forman offered the following resolution:

RESOLUTION No. 21-254
Approving a Lot Consolidation for Christopher and Holly Dahl

RESOLVED, that the Agreement for Lot Consolidation for Christopher and Holly Dahl be and is hereby approved.

Resolution was seconded by Commissioner Edwin.

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

Commissioner Forman offered the following resolution:

RESOLUTION No. 21-255
Renewing the 2-Year Grant Agreement Between Department of Public Safety and
Freeborn County CVCC

WHEREAS, Freeborn County has the need to provide domestic violence, general crime victim, and sexual assault services to residents of Freeborn County; and

WHEREAS, Freeborn County provides for these services through the Freeborn County Crime Victims Crisis Center; and

WHEREAS, the Freeborn County Crime Victims Crisis Center has received grant funding from the Office of Justice Programs in the Minnesota Department of Public Safety utilizing federal and state grant dollars with parameters for the provision of these services; therefore

BE IT RESOLVED, that the Freeborn County Crime Victims Crisis Center will enter into a cooperative agreement with the Office of Justice Programs in the MN Department of Public Safety. The Freeborn County Human Services Director is hereby authorized to execute such agreements and amendments, as are necessary to implement the project on behalf of the Freeborn County Crime Victims Crisis Center.

Resolution was seconded by Commissioner Herman.

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

Commissioner Forman offered the following resolution:

RESOLUTION No. 21-256

Approving Revised Freeborn County Employees COVID Protocol/Response Plan

PURPOSE:

The County Board in conjunction with Administration believes in the importance of a healthy workplace and wellness and wants to work together with employees to ensure essential functions are operational, services can be provided, and employees are supported. In order to assist employees with health concerns and issues related to the current public health environment, this revised COVID-19 Policy will be in place effective October 19, 2021 per resolution.

We recognize that the evolving nature of the pandemic will likely create the need for this Policy to be amended, updated, and replaced. This policy is numbered in order to identify the most current policy. It is expected that, in the event this Policy is amended, updated, or replaced, a new policy number will be issued and the prior policy will be automatically withdrawn.

Schedule Changes and Working Remotely From Home

Division Heads will make arrangements to ensure critical/essential functions will continue, and will also follow Pandemic Preparedness Plan, Business Operations Plans, and directives of the Emergency Management Director, Administrator, and elected body.

Telecommuting and working from home is not appropriate for all positions, and no employee is guaranteed the opportunity to work from home. Based on business need, staff will be given assignments and may be required to have Virtual Private Network (VPN) access in order to work from home or another remote location when assigned by their supervisor. This may include staff who are subject to quarantine. Staff may be reassigned to perform other duties remotely as needed.

Schedules, approved leave, and other situations may require changes or adjustments based on essential business needs.

Any work done remotely must meet business needs, follow the Freeborn County Telecommuting Policy and all other Freeborn County and department policies, and be approved in advance by the Supervisor, Department, and Director of Personnel.

Employee Displaying Contagious Symptoms

PROOF OF VACCINE OR WEEK TESTING SECTION TO BE ADDED IF NEEDED

Any employee who is sick should stay home. Managers will follow the Freeborn County COVID-19 Action/Response Plan (Appendix A) attached.

Employees that provide proof of a COVID vaccination to Freeborn County Administration will be eligible to receive a five (5) day COVID sick leave bank that may be used in the event of a breakthrough positive COVID test. This bank is only to be utilized if that the employee is too ill to work from home, or has a position in which they are unable to work from home (ie: Detention staff, Patrol Deputies, Maintenance, Custodial staff, Highway Laborers and Maintenance workers, etc.). The primary goal of the COVID sick bank is to encourage employees of Freeborn County to choose to become vaccinated against COVID 19, thus ensuring adequate staffing and the ability for Freeborn County to continue offering all services.

A supervisor may not ask employees about medical diagnoses, but employees may choose to voluntarily share this information. If an employee is displaying symptoms of contagious disease, supervisors should speak privately with the employee.

A supervisor may require an employee to leave the workplace, as a safety consideration for the health of other employees and the public, if the employee displays symptoms of a contagious illness. Such decision shall be part of a consistent plan that treats all employees with such symptoms similarly. Supervisors should consult with the Director of Personnel before sending employees home for these reasons and must notify the Director of Personnel immediately if any employee is sent home because of displaying contagious symptoms. An employee who is sent home for these reasons shall receive their full rate of pay for that day.

Notifying Other Employees of a Confirmed Case of COVID-19

As recommended by the CDC, if an employee is confirmed to have COVID-19, Freeborn County will inform fellow employees of their possible exposure to COVID-19 in the workplace, but protect privacy as required by state and federal law. Freeborn County will not identify by name an individual who has contracted the disease. Employees exposed to a co-worker with confirmed COVID-19 should refer to the Freeborn County COVID-19 Action/Response Plan (Appendix A) for how to conduct a risk assessment of their potential exposure. Freeborn County will work closely with medical health providers and rely on guidance from federal and local authorities about transmission risk and containment.

Workers' Compensation

COVID-19 will be treated the same as other illness or injury. If an employee contracts COVID-19 from exposure at work, the supervisor must be notified and a First Report of Injury will be filed and submitted. The insurer will review the information to make a compensability determination.

Resolution was seconded by Commissioner Belshan.

After discussion, a vote was taken with Commissioners Forman, Herman Belshan and Shoff voting yay and Commissioner Edwin voting nay. The Chair declared the resolution approved.

Commissioner Herman offered the following resolution:

RESOLUTION No. 21-257 Approval of Claims

RESOLVED, that the following claims be allowed and paid on or before October 22, 2021.

<u>FUND</u>	<u>NAME</u>	<u>AMOUNT</u>
01	General Fund	\$ 656,298.46
03	County Road & Bridge	\$ 610,577.10
05	Human Services	\$ 157,060.46
06	Public Health	\$ 77,663.76
31	Capital Improvement	\$ 23,410.32
35	Debt Services – Capital Improvement	\$ 750.00
40	County Ditch	\$ 33,650.44
70	Trust & Agency	\$ 167,732.01
74	Turtle Creek Watershed	\$ 9,544.92
77	Recorder's Clearing	\$ 4,402.00
79	Social Services Collaborative	\$ 41.25
80	Tax Collection Fund	\$ 46.00
	FUND TOTALS	\$1,741,176.72

Number of Claims not exceeding \$300 – 88

Dollar amount of claims not exceeding \$300 – \$10,428.96

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 9:32 a.m. until 8:30 a.m. on Tuesday, November 2, 2021.

By: _____
Christopher N. Shoff
Chair

Attest: _____
Thomas Jensen
Clerk/Administrator