

ADJOURNED MEETING OF THE COUNTY BOARD
November 29th, 2022

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, November 29th, 2022. Members present: Commissioners Shoff, Belshan, Forman, Edwin and Herman.

The meeting was opened with the Pledge of Allegiance.

Commissioner Belshan offered the following motion;

MOVED, approving the agenda with the addition of 2 items under 8 - Report of Human Services and the removal of an item under Report of Public Works.

Motion seconded by Commissioner Forman.

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

Commissioner Forman offered the following resolution;

RESOLUTION No. 22-348
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 November 15th, 2022 minutes;

Resolution seconded by Commissioner Herman.

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

The Commissioners provided Board Committee updates.

Chairman Shoff asked if there was any public comment and there was none.

Commissioner Herman offered the following resolution;

RESOLUTION No. 22-349
RESOLUTION APPROVING THE GRANT CONTRACT AMENDMENT FOR CHILD AND TEEN CHECKUP OUTREACH

WHEREAS, Freeborn County Community Health Board will amend the contract with Minnesota Department of Human Services for the Child and Teen Checkup (C&TC) Outreach;

WHEREAS, Minnesota Statute 145A.14 states that the community health board shall identify local public health priorities and implement activities to address the priorities and the areas of public health responsibility including assuring health services;

WHEREAS, the contract amendment is for Freeborn County Public Health to connect with families on Medical Assistance with children birth through age 20 to encourage them to get their children in for their well child check-ups utilizing the C&TC Program, to coordinate with other programs, and to recruit and train local providers about the C&TC program. The funding is in the amount of \$120,389.00 for FY2023.

NOW, THEREFORE, BE IT RESOLVED that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby approve the contract amendment with Minnesota Department of Human Services.

Resolution seconded by Commissioner Forman.

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

Commissioner Herman offered the following resolution;

RESOLUTION No. 22-350
RESOLUTION APPROVING THE GRANT CONTRACT AGREEMENT WITH MINNESOTA
DEPARTMENT OF HEALTH FOR FAMILY HOME VISITING STRONG FOUNDATIONS

WHEREAS, Freeborn County Community Health Board will contract with Minnesota Department of Health with funding for Family Home Visiting Strong Foundations;

WHEREAS, Minnesota Statute 145A.03 states that the community health board shall identify local public health priorities and implement activities to address the priorities and the areas of public health responsibility including promoting healthy communities and healthy behavior through activities that improve health in a population, such as investing in healthy families;

WHEREAS, the grant contract is for Freeborn County Public Health to provide intensive family home visiting services to at-risk families during pregnancy through age 3-5 years of the child. The contract will be in effect January 1, 2023-December 31, 2027. For FY 2023 we have been granted \$301,000.00 to be able to provide services to 43 families utilizing the evidence-based Healthy Families America model.

NOW, THEREFORE, BE IT RESOLVED that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby approve the contract amendment with Minnesota Department of Health.

Resolution seconded by Commissioner Forman.

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

Commissioner Forman offered the following resolution:

RESOLUTION No. 22-351
CONSIDER A RESOLUTION TO APPROVE A CONTRACT WITH UCARE TO ADD SPECIAL NEEDS
BASIC CARE SERVICES.

WHEREAS, Freeborn County Community Health Board will approve the contract agreement with UCare for Freeborn County Public Health to provide Care Coordination services to those on Special Needs Basic Care in addition to the already existing services;

WHEREAS, Minnesota Statute 145A.04 requires assuring health services by engaging in activities such as assessing the availability of health-related services and health care providers in local communities, identifying gaps and barriers in services;

WHEREAS, Freeborn County Public Health will provide care coordination services to individuals that are disabled and under the age of 65 years. These individuals will be on the Special Needs Basic Care program that have Medica for insurance through Medical Assistance. See the contract for the reimbursement schedule for the various services in Appendix D.

NOW, THEREFORE, BE IT RESOLVED that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby approve the contract agreement with UCare to add care coordination services for individuals qualifying for the Special Needs Basic Care program.

Resolution was 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. 22-352
RESOLUTION TO WRITE OFF AN UNCOLLECTABLE ACCOUNT OF \$325.87**

WHEREAS, Freeborn County Community Health Board will write off an uncollectable account;

WHEREAS, Minnesota Statute 145A.14 allows for the Community Health Boards to use their local public health grant funds and tax levy to address the areas of public health responsibility;

WHEREAS, the client passed away on 8/22/2019. We have taken action to attempt to collect the account. We have not had success. The amount that we are requesting to write off is \$325.87;

NOW, THEREFORE, BE IT RESOLVED that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby write off an uncollectable account.

Resolution was seconded by Commissioner Forman.

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

Commissioner Herman offered the following resolution:

**RESOLUTION No. 22-353
RESOLUTION TO WRITE OFF AN UNCOLLECTABLE ACCOUNT OF \$607.07**

WHEREAS, Freeborn County Community Health Board will write off an uncollectable account;

WHEREAS, Minnesota Statute 145A.14 allows for the Community Health Boards to use their local public health grant funds and tax levy to address the areas of public health responsibility;

WHEREAS, the client passed away on 9/11/2019. We have taken action to attempt to collect the account. We have not had success. The amount that we are requesting to write off is \$607.07;

NOW, THEREFORE, BE IT RESOLVED that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby write off an uncollectable account.

Resolution was seconded by Commissioner Edwin.

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

Commissioner Edwin offered the following resolution:

**RESOLUTION No. 22-354
AUTHORIZING THE REPLACEMENTS OF TANDEM AXLE DUMP TRUCKS
WITH SNOW PLOW EQUIPMENT**

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

WHEREAS, the Freeborn County Highway Department maintains a fleet of trucks for the hauling of road maintenance materials that are also used for critical snow and ice management across the county road system; and

WHEREAS, there are three units within the fleet that are due for replacement; and,

WHEREAS, the lead time necessary when ordering the replacement units does not allow such orders to occur within the same year of an approved budget; and,

WHEREAS, to secure discount pricing the purchases must be authorized prior to the approval of the 2024 budget;

THEREFORE, BE IT RESOLVED the County Highway Engineer is authorized to place orders for the replacement units at a total approximate cost of \$800,000 after trade in values are considered; and

IT IS FURTHER RESOLVED no bills for the replacement equipment will come due nor will the County take possession of the replacement units until 2024.

Resolution was seconded by Commissioner Herman.

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

Commissioner Edwin offered the following resolution:

**RESOLUTION No. 22-355
AUTHORIZING COST SHARE AGREEMENT WITH THE CITY OF CLARKS GROVE**

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

WHEREAS, the County has successfully participated with local communities on the installation and maintenance of dynamic feedback signs and is supportive of additional installations approved by the County Engineer in an effort to reduce speeds and keep our roads safe; and

WHEREAS, the City of Clarks Grove is requesting a 50/50 cost share agreement for the installation and maintenance of a dynamic speed sign within their City limits on CSAH 31.

THEREFORE, BE IT RESOLVED, that the County Administrator and County Highway Engineer enter into agreement with the City of Clarks Grove on the 50/50 cost share for the installation and maintenance of a dynamic speed sign that shall be placed in a location satisfactory to the County Engineer.

Resolution was seconded by Commissioner Forman.

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

Commissioner Herman offered the following resolution:

**RESOLUTION No. 22-356
AUTHORIZING FINAL PAYMENT OF CP 022-MOL-084**

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

BE IT RESOLVED that the work for mill bituminous surface, bituminous overlay and aggregate shoulders on a designated area of CR 84 by Ulland Brothers Inc. of Albert Lea, MN, has been completed in a satisfactory manner;

IT IS FURTHER RESOLVED, that the Freeborn County Auditor-Treasurer is hereby authorized to make final payment in the amount of \$493,661.85.

Resolution was seconded by Commissioner Edwin.

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

Commissioner Edwin offered the following resolution:

**RESOLUTION No. 22-357
APPROVING THE RFP COPIERS AND PRINTERS**

WHEREAS, the Freeborn County IT Department has received RFP's for new printers and copiers

WHEREAS, the Freeborn County Board accepts the RFP from Coordinated Business Systems as lowest cost

NOW, THEREFORE BE IT RESOLVED, that the Freeborn County Board of Commissioners accepts the RFP and will work on 5-year contract for copiers and printers to be brought before Freeborn County Board of Commissioners at a future date.

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

Commissioner Herman offered the following resolution:

**RESOLUTION No. 22-358
ACCEPTING THE RESIGNATION OF KURT FREITAG**

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; Kurt Freitag has been employed with the Sheriff's Office since July 3rd, 1995 and has served as the Freeborn County Sheriff for the last eight years. He is resigning his position as Sheriff effective December 31st, 2022,

NOW, THEREFORE BE IT RESOLVED, to accept the resignation of Kurt Freitag as the Freeborn County Sheriff effective on or about December 31st, 2022.

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

Commissioner Forman offered the following resolution:

**RESOLUTION No. 22-359
AGREEMENT FOR PROVISION OF SERVICES
Between Freeborn County and Cody Fox
Effective January 1, 2023**

This agreement made and entered into by and between Freeborn County, a body politic and corporate, under the laws of the State of Minnesota, hereinafter referred to as "COUNTY" and David Claussen, hereinafter referred to as "INSPECTOR".

1. PURPOSE AND INTRODUCTION

The purpose of this agreement is to define the rights and obligations of the COUNTY and INSPECTOR in respect to the delivery of County Drainage inspection services as identified and required through MN Statute 103E.

2. INSPECTOR DUTIES AND RESPONSIBILITIES

Through this agreement, INSPECTOR shall provide specific services to COUNTY. INSPECTOR works under the direction of County Administration with financial requirements to be supervised by the Auditor/Treasurer as specified in MS 103E. The County Administrator will ensure INSPECTOR fulfills responsibilities in a timely and professional manner. Responsibilities are as follows:

- a. Program obligations as per MN Statutes 103E Drainage.
- b. Hours of work performed shall be at the discretion of the INSPECTOR to ensure all work is completed in a timely fashion.
- c. Assist contractors with projects.
- d. INSPECTOR will assist in preparing a budget with the County Auditor as part of the COUNTY budget process each year.
- e. Update/coordinate with landowners on projects.
- f. Conduct project inspections during and after construction.
- g. Solicit quotes or estimates on projects.
- h. Make recommendations as to vary ditch repairs to the County Drainage Authority as required.
- i. Upkeep maintenance and financial records on projects in County provided drainage software program on a weekly basis.

- j. Coordinate with County GIS and IT staff as requested.
- k. Gather and compile needed data for projects.
- l. Inspect for unauthorized drainage practices including buffer law violations under MS 103E.
- m. Conduct system inspections.

3. COMPENSATION

- a. COUNTY agrees to compensate INSPECTOR as required by 103E.065 at the rate of \$46,350.00 (Forty-Six Thousand Three Hundred Fifty Dollars) annually, being paid at a rate of \$3862.50 (Three Thousand Eight Hundred Sixty Two Dollars and Fifty cents) per month. Distribution will take place on Friday following the first regularly scheduled board meeting each month.
- b. INSPECTOR acknowledges that services performed under this agreement will be done using INSPECTOR's own personal equipment and vehicle at INSPECTOR's own home or place of business. This may include but is not limited to: smart phone, tablet, cellular data, laptop, vehicles trailer, UTV/ATV.
- c. INSPECTOR shall track time as directed per the COUNTY provided format and submit to COUNTY AUDITOR for recordkeeping purposes only. Records will include accurate description of services performed on each ditch system. Records are due to the Auditor-Treasurer by 5PM on the last day of each month.
- d. Records will be reviewed and approved by COUNTY. COUNTY shall have no obligation to make any payments until such time, COUNTY accepts INSPECTOR's performance is satisfactory.

4. RELATIONSHIP

- a. The parties understand and agree INSPECTOR is an independent contractor and not an employee, agent, or servant of COUNTY, nor is INSPECTOR entitled to COUNTY employee benefits. INSPECTOR understands and agrees INSPECTOR is not entitled to worker's compensation benefits and INSPECTOR is obligated to pay federal and state income tax on any moneys earned pursuant to this contract.
- b. INSPECTOR will not receive benefits of any kind from COUNTY.
- c. COUNTY shall make no state or federal unemployment compensation payments on behalf of INSPECTOR. INSPECTOR will not be entitled to these benefits in connection with work performed under this agreement.
- d. INSPECTOR does not have authority to act for COUNTY, or to bind COUNTY in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf the COUNTY.
- e. INSPECTOR has no designated COUNTY signing authority, except updating descriptions or status of repairs.
- f. INSPECTOR is not required to provide services exclusively to COUNTY during the term of this agreement.
- g. COUNTY shall coordinate and provide information to INSPECTOR in regard to COUNTY programs being administered through this agreement.
- h. INSPECTOR shall comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of services.
- i. INSPECTOR warrants that all services provided will be of good quality, in conformance with the highest standards of the profession.
- j. This agreement is for services specific to INSPECTOR's abilities and knowledge, and INSPECTOR shall not assign duties and responsibilities in whole or in part to a third party or subcontractor.
- k. Either party shall meet with the other upon request to review COUNTY programs and the performance of services of both parties under the agreement.

5. WORK PRODUCT

- a. Any data, reports, documents, or information provided by COUNTY to INSPECTOR during the performance of services under this agreement shall be and remain the sole property of COUNTY.
- b. INSPECTOR shall return or provide to COUNTY such documents, etc. by the completion date of this agreement.

6. INDEMNIFICATION AND INSURANCE

- a. All services are performed at the sole risk of INSPECTOR and INSPECTOR shall take all precautions necessary for proper performance.

- b. INSPECTOR shall indemnify and hold harmless COUNTY from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the INSPECTOR or otherwise arising out of the performance of services by INSPECTOR.
- c. No later than seven days after execution of this Agreement, INSPECTOR shall provide COUNTY with certificates of insurance evidencing the types of amounts of insurance specified below:
 - i. Standard Worker's Compensation as required by law.
 - ii. A total of \$1,500,000 of liability insurance coverage between the following categories: general, automobile, and umbrella for the performance of services. INSPECTOR shall carry insurance, written on the comprehensive automobile form insuring automobiles with limits of not less than \$100,000 (bodily injury), \$300,000 (each accident), and \$50,000 (property damage).
 - iii. The inspector shall insure any ATV/UTV they use for purposes of engaging in the services anticipated by this contract.
- d. Insurance coverage shall not be reduced or cancelled without COUNTY written approval. Reduction or cancellation, or failure to obtain insurance coverage without COUNTY written approval shall constitute a breach of agreement and shall automatically terminate the agreement.
- e. This agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceedings against the COUNTY or INSPECTOR for any term contained in this agreement.

7. **CONTRACT**

- a. **Amendment.** This agreement may be amended at any time only with the written consent of both parties.
- b. **Change Order.** COUNTY may order changes in the duties and responsibilities, consisting of additions, deletions, or modifications. All changes shall be authorized by a written Change Order designating the work to be added, changed, or deleted, the increase or decrease in costs, or any change in time. INSPECTOR and COUNTY shall sign the change order.
- c. **Severability.** In the event any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- d. **Termination.**
 - i. INSPECTOR may terminate this agreement at a time by giving COUNTY written notice of not less than 60 days.
 - ii. COUNTY may terminate this agreement at any time with or without cause in the event the INSPECTOR fails to produce a result that meets the specifications of this agreement.
 - iii. Payment pursuant to this agreement is subject and contingent upon the continuing availability of COUNTY funds. If funds become unavailable, COUNTY may immediately terminate this agreement or amend accordingly.
 - iv. In the event of termination, payments will be made to INSPECTOR for all work performed up to the date of termination.
- e. **Governing Law.** This agreement shall be governed by the laws of the State of Minnesota.
- f. **Interpretation.** The validity, interpretation and effect of this agreement shall be determined under Minnesota law. All actions arising directly or indirectly as a result or in consequence of this agreement shall be instituted and litigated only in courts having situs in Freeborn County, Minnesota. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.
- g. **Length of Contract.** This contract is effective January 1, 2023 to December 31, 2023.
- h. **Appointment.** Appointment for the delivery of contracted county ditch inspection services will be made annually at the final regularly scheduled board meeting of the Freeborn County Board of Commissioners.
- i. **Notification.** All notices to COUNTY shall be addressed to the Freeborn County Administration, 411 S. Broadway, Albert Lea, MN 56007.

Resolution was seconded by Commissioner Edwin.

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

Commissioner Belshan offered the following resolution:

RESOLUTION No. 22-360 AGREEMENT FOR PROVISION OF SERVICES

Between Freeborn County and David Claussen
Effective January 1, 2023

This agreement made and entered into by and between Freeborn County, a body politic and corporate, under the laws of the State of Minnesota, hereinafter referred to as "COUNTY" and David Claussen, hereinafter referred to as "INSPECTOR".

1. PURPOSE AND INTRODUCTION

The purpose of this agreement is to define the rights and obligations of the COUNTY and INSPECTOR in respect to the delivery of County Drainage inspection services as identified and required through MN Statute 103E.

2. INSPECTOR DUTIES AND RESPONSIBILITIES

Through this agreement, INSPECTOR shall provide specific services to COUNTY. INSPECTOR works under the direction of County Administration with financial requirements to be supervised by the Auditor/Treasurer as specified in MS 103E. The County Administrator will ensure INSPECTOR fulfills responsibilities in a timely and professional manner. Responsibilities are as follows:

- a. Program obligations as per MN Statutes 103E Drainage.
- b. Hours of work performed shall be at the discretion of the INSPECTOR to ensure all work is completed in a timely fashion.
- c. Assist contractors with projects.
- d. INSPECTOR will assist in preparing a budget with the County Auditor as part of the COUNTY budget process each year.
- e. Update/coordinate with landowners on projects.
- f. Conduct project inspections during and after construction.
- g. Solicit quotes or estimates on projects.
- h. Make recommendations as to vary ditch repairs to the County Drainage Authority as required.
- i. Upkeep maintenance and financial records on projects in County provided drainage software program on a weekly basis.
- j. Coordinate with County GIS and IT staff as requested.
- k. Gather and compile needed data for projects.
- l. Inspect for unauthorized drainage practices including buffer law violations under MS 103E.
- m. Conduct system inspections.

3. COMPENSATION

- a. COUNTY agrees to compensate INSPECTOR as required by 103E.065 at the rate of \$36,050.00 (Thirty-Six Thousand Fifty Dollars) annually, being paid at a rate of \$3004.17 (Three Thousand Four Dollars and Seventeen cents) per month. Distribution will take place on Friday following the first regularly scheduled board meeting each month.
- b. INSPECTOR acknowledges that services performed under this agreement will be done using INSPECTOR's own personal equipment and vehicle at INSPECTOR's own home or place of business. This may include but is not limited to: smart phone, tablet, cellular data, laptop, vehicles trailer, UTV/ATV.
- c. INSPECTOR shall track time as directed per the COUNTY provided format and submit to COUNTY AUDITOR for recordkeeping purposes only. Records will include accurate description of services performed on each ditch system. Records are due to the Auditor-Treasurer by 5PM on the last day of each month.
- d. Records will be reviewed and approved by COUNTY. COUNTY shall have no obligation to make any payments until such time, COUNTY accepts INSPECTOR's performance is satisfactory.

4. RELATIONSHIP

- a. The parties understand and agree INSPECTOR is an independent contractor and not an employee, agent, or servant of COUNTY, nor is INSPECTOR entitled to COUNTY employee benefits. INSPECTOR understands and agrees INSPECTOR is not entitled to worker's compensation benefits and INSPECTOR is obligated to pay federal and state income tax on any moneys earned pursuant to this contract.
- b. INSPECTOR will not receive benefits of any kind from COUNTY.
- c. COUNTY shall make no state or federal unemployment compensation payments on behalf of INSPECTOR. INSPECTOR will not be entitled to these benefits in connection with work performed under this agreement.

- d. INSPECTOR does not have authority to act for COUNTY, or to bind COUNTY in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf the COUNTY.
- e. INSPECTOR has no designated COUNTY signing authority, except updating descriptions or status of repairs.
- f. INSPECTOR is not required to provide services exclusively to COUNTY during the term of this agreement.
- g. COUNTY shall coordinate and provide information to INSPECTOR in regard to COUNTY programs being administered through this agreement.
- h. INSPECTOR shall comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of services.
- i. INSPECTOR warrants that all services provided will be of good quality, in conformance with the highest standards of the profession.
- j. This agreement is for services specific to INSPECTOR's abilities and knowledge, and INSPECTOR shall not assign duties and responsibilities in whole or in part to a third party or subcontractor.
- k. Either party shall meet with the other upon request to review COUNTY programs and the performance of services of both parties under the agreement.

5. WORK PRODUCT

- a. Any data, reports, documents, or information provided by COUNTY to INSPECTOR during the performance of services under this agreement shall be and remain the sole property of COUNTY.
- b. INSPECTOR shall return or provide to COUNTY such documents, etc. by the completion date of this agreement.

6. INDEMNIFICATION AND INSURANCE

- a. All services are performed at the sole risk of INSPECTOR and INSPECTOR shall take all precautions necessary for proper performance.
- b. INSPECTOR shall indemnify and hold harmless COUNTY from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the INSPECTOR or otherwise arising out of the performance of services by INSPECTOR.
- c. No later than seven days after execution of this Agreement, INSPECTOR shall provide COUNTY with certificates of insurance evidencing the types of amounts of insurance specified below:
 - i. Standard Worker's Compensation as required by law.
 - ii. A total of \$1,500,000 of liability insurance coverage between the following categories: general, automobile, and umbrella for the performance of services. INSPECTOR shall carry insurance, written on the comprehensive automobile form insuring automobiles with limits of not less than \$100,000 (bodily injury), \$300,000 (each accident), and \$50,000 (property damage).
 - iii. The inspector shall insure any ATV/UTV they use for purposes of engaging in the services anticipated by this contract.
- d. Insurance coverage shall not be reduced or cancelled without COUNTY written approval. Reduction or cancellation, or failure to obtain insurance coverage without COUNTY written approval shall constitute a breach of agreement and shall automatically terminate the agreement.
- e. This agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceedings against the COUNTY or INSPECTOR for any term contained in this agreement.

7. CONTRACT

- a. **Amendment.** This agreement may be amended at any time only with the written consent of both parties.
- b. **Change Order.** COUNTY may order changes in the duties and responsibilities, consisting of additions, deletions, or modifications. All changes shall be authorized by a written Change Order designating the work to be added, changed, or deleted, the increase or decrease in costs, or any change in time. INSPECTOR and COUNTY shall sign the change order.
- c. **Severability.** In the event any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- d. **Termination.**
 - i. INSPECTOR may terminate this agreement at a time by giving COUNTY written notice of not less than 60 days.

- ii. COUNTY may terminate this agreement at any time with or without cause in the event the INSPECTOR fails to produce a result that meets the specifications of this agreement.
- iii. Payment pursuant to this agreement is subject and contingent upon the continuing availability of COUNTY funds. If funds become unavailable, COUNTY may immediately terminate this agreement or amend accordingly.
- iv. In the event of termination, payments will be made to INSPECTOR for all work performed up to the date of termination.
- e. **Governing Law.** This agreement shall be governed by the laws of the State of Minnesota.
- f. **Interpretation.** The validity, interpretation and effect of this agreement shall be determined under Minnesota law. All actions arising directly or indirectly as a result or in consequence of this agreement shall be instituted and litigated only in courts having situs in Freeborn County, Minnesota. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.
- g. **Length of Contract.** This contract is effective January 1, 2023 to December 31, 2023.
- h. **Appointment.** Appointment for the delivery of contracted county ditch inspection services will be made annually at the final regularly scheduled board meeting of the Freeborn County Board of Commissioners.
- i. **Notification.** All notices to COUNTY shall be addressed to the Freeborn County Administration, 411 S. Broadway, Albert Lea, MN 56007.

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. 22-361
RESOLUTION APPROVING THE EMPLOYMENT CONTRACT FOR PATRICIA MARTINSON FOR
THE OFFICE OF THE FREEBORN COUNTY AUDITOR-TREASURER

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

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

WHEREAS, Minnesota Statutes §375A.1205 grants authority to the county board to appoint the county auditor, county treasurer, county auditor-treasurer, or county recorder by following the process provided by law, and,

WHEREAS, the Freeborn County Board of Commissioners has, by resolution, made the office of the Freeborn County Auditor/Treasurer appointed the Freeborn County Recorder by the process provided by law,

NOW, THEREFORE BE IT RESOLVED that the board approves the employment contract between Freeborn County and Patricia Martinson for the office of the Freeborn County Recorder herein attached.

Resolution was seconded by Commissioner Shoff.

Commissioner Belshan offered the following motion:

MOVED, approving to table this item, Resolution 22-361, until the next Board meeting on December 20th, 2022.

Motion seconded by Commissioner Herman.

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

Commissioner Forman offered the following resolution:

RESOLUTION No. 22-362
RESOLUTION APPROVING THE EMPLOYMENT CONTRACT FOR KELLY HENDRICKSON FOR
THE OFFICE OF THE FREEBORN COUNTY RECORDER

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

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

WHEREAS, Minnesota Statutes §375A.1205 grants authority to the county board to appoint the county auditor, county treasurer, county auditor-treasurer, or county recorder by following the process provided by law, and,

WHEREAS, the Freeborn County Board of Commissioners has, by resolution, made the office of the Freeborn County Recorder appointed by the process provided by law,

NOW, THEREFORE BE IT RESOLVED that the board approves the employment contract between Freeborn County and Kelly Hendrickson for the office of the Freeborn County Recorder herein attached.

Resolution was seconded by Commissioner Herman.

Commissioner Belshan offered the following motion:

MOVED, approving to table this item, Resolution 22-362 until the next Board meeting on December 20th, 2022.

Motion seconded by Commissioner Herman.

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

Commissioner Edwin offered the following resolution:

RESOLUTION No. 22-363
RESOLUTION SETTING THE 2023 SALARY FOR THE FREEBORN COUNTY ATTORNEY

WHEREAS, Minnesota Statutes §388.18 Subd 2 requires the county board to annually shall set, by resolution, the salary of the county attorney which shall be paid to the county attorney, and

WHEREAS, Freeborn County Board of Commissioners considered and openly discussed at public meetings the factors outlined by the statute, including duties, responsibilities, education, experience and performance of the County Attorney, which included review and consideration of the data and documentation provided by the County Attorney; and

WHEREAS, the Freeborn County Board of Commissioners also considered and have openly discussed at public meetings, the performance of the County Attorney in his capacity, responsibility and service to Freeborn County;

NOW, THEREFORE BE IT RESOLVED THAT the Freeborn County Board of Commissioners by resolution does hereby set the 2023 salary for the Freeborn County Attorney at \$131,000 annually at such intervals as determined by the board.

Resolution was seconded by Commissioner Herman.

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

Commissioner Herman offered the following resolution:

RESOLUTION No. 22-364
RESOLUTION SETTING THE 2023 SALARY FOR THE FREEBORN COUNTY SHERIFF

WHEREAS, Minnesota Statutes §387.20 Subd 2 requires the county board to annually shall set, by resolution, the salary of the county sheriff which shall be paid to the county sheriff, and

WHEREAS, Freeborn County Board of Commissioners considered and openly discussed at public meetings the factors outlined by the statute, including duties, responsibilities, education, experience and

performance of the Sheriff-elect which consideration included review and consideration of the data and documentation provided by the Sheriff-elect and Administrator; and

WHEREAS, the Freeborn County Board of Commissioners also considered and have openly discussed at public meetings, the performance of the Sheriff-elect in his prior capacity as a Freeborn County Deputy, Sergeant, and Detective and the skill set that he brings as the incoming Sheriff; and

NOW, THEREFORE BE IT RESOLVED THAT the Freeborn County Board of Commissioners by resolution does hereby set the 2023 salary for the Freeborn County Sheriff at \$110,000 annually at such intervals as determined by the board.

Resolution was seconded by Commissioner Belshan.

Commissioner Edwin made a motion to amend the previous Resolution 22-364 to \$115,000.
Motion dies for a lack of a second.

After discussion, a vote was taken and the Chair declared the resolution failed with Commissioners Herman and Belshan voting Yay and Commissioners Edwin, Forman and Shoff voting Nay.

Commissioner Forman offered the following resolution:

RESOLUTION No. 22-365
RESOLUTION SETTING THE 2023 SALARY FOR THE FREEBORN COUNTY SHERIFF

WHEREAS, Minnesota Statutes §387.20 Subd 2 requires the county board to annually shall set, by resolution, the salary of the county sheriff which shall be paid to the county sheriff, and

WHEREAS, Freeborn County Board of Commissioners considered and openly discussed at public meetings the factors outlined by the statute, including duties, responsibilities, education, experience and performance of the Sheriff-elect which consideration included review and consideration of the data and documentation provided by the Sheriff-elect and Administrator; and

WHEREAS, the Freeborn County Board of Commissioners also considered and have openly discussed at public meetings, the performance of the Sheriff-elect in his prior capacity as a Freeborn County Deputy, Sergeant, and Detective and the skill set that he brings as the incoming Sheriff; and

NOW, THEREFORE BE IT RESOLVED THAT the Freeborn County Board of Commissioners by resolution does hereby set the 2023 salary for the Freeborn County Sheriff at \$113,000 annually at such intervals as determined by the board.

Resolution was seconded by Commissioner Belshan.

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

Commissioner Belshan offered the following resolution:

RESOLUTION No. 22-366
RESOLUTION SETTING THE 2023 SALARY FOR THE FREEBORN COUNTY BOARD OF COMMISSIONERS

WHEREAS, Minnesota Statutes §375.055 Subd 1 requires the county board to annually set, by resolution, the salary of the members of the Board of Commissioners, and

WHEREAS, Freeborn County Board of Commissioners considered and openly discussed at public meetings the factors outlined by the statute, including duties, responsibilities, education, experience and performance of their duties, which included review and consideration of the data and documentation provided by the County Administrator; and

WHEREAS, the Freeborn County Board of Commissioners also considered and have openly discussed at public meetings, the performance of the Board of Commissioners in their capacity, responsibility and service to Freeborn County;

NOW, THEREFORE BE IT RESOLVED THAT the Freeborn County Board of Commissioners by resolution does hereby set the 2023 salary for the Freeborn County Attorney at \$23,795 annually at such intervals as determined by the board.

Resolution was seconded by Commissioner Edwin.

After discussion, a vote was taken and the Chair declared the resolution approved with Commissioners Edwin, Herman and Belshan voting Yay, Commissioners Forman and Shoff voting Nay.

Commissioner Herman offered the following resolution:

**RESOLUTION No. 22-367
FINAL TAX BUDGET AND LEVY**

RESOLVED, that the Freeborn County Board of Commissioners does, hereby, propose a final budget for the fiscal year beginning January 1, 2023 a summary of which is as follows:

Freeborn County - Final 2023 Budget

BUDGETED REVENUE

General Revenue Fund	\$ 23,141,959
Human Services	\$ 13,265,097
Highway	\$ 17,710,311
Public Health	\$ 3,873,378
Building Debt Services	\$ 0
Ditch Fund	\$ 1,473,500
Capital Improvements Fund	\$ 1,215,000
Capital Improvements Bond	\$ 705,464
Library	\$ 278,400
TOTAL REVENUE	<u>\$ 61,663,109</u>

BUDGETED EXPENDITURES

General Revenue Fund	\$ 23,341,959
Human Services	\$ 13,265,097
Highway	\$ 18,460,311
Public Health	\$ 3,873,378
Building Debt Services	\$ 1,743,635
Ditch Fund	\$ 999,276
Capital Improvements Fund	\$ 6,492,959
Capital Improvements Bond	\$ 768,340

Library \$ 278,400

TOTAL EXPENDITURES \$ 69,223,355

Further, be it resolved that this budget shall be certified to the Freeborn County Auditor/Treasurer.

RESOLVED, that the Freeborn County Board of Commissioners does, hereby, certify to the Freeborn County Auditor-Treasurer that it proposes the following tax levy which, if adopted pursuant to Minnesota Law, will be ordered on all taxable property in Freeborn County, payable in 2023, to wit:

Freeborn County - Final 2023 Tax Levy

	<u>2023 Levy</u>
For General Revenue Fund	\$16,202,432
For Soil & Water Conservation Dist.	<u>183,000</u>
Total General Fund	\$16,385,432
For Human Services Fund	\$5,347,689
For Road and Bridge Fund	\$5,034,511
For Public Health Fund	\$173,442
For Capital Improvement Fund	\$650,000
For County Library Fund	\$278,400
For Capital Improvement Bond	<u>\$705,464</u>
TOTAL TAX LEVY	\$28,574,938
Less State Aid	<u>\$(1,900,695)</u>
TOTAL LOCAL TAX LEVY	<u>\$26,674,243</u>

Resolution was seconded by Commissioner Edwin.

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

Commissioner Herman offered the following motion:

MOVED, approving setting the date of the final Board meeting of 2022 to Thursday, December 29th, 2022 at 8:30 am. in the Board room.

Motion seconded by Commissioner Forman.

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

Commissioner Forman offered the following resolution:

RESOLUTION No. 22-368
RESOLUTION TO APPROVE 2023-2024 MN DEPARTMENT OF HUMAN SERVICES – COUNTY GRANT CONTRACT FOR COMMUNITY SUPPORT PROGRAM FUNDING.

WHEREAS, the Minnesota Department of Human Services, in accordance with the “Minnesota Comprehensive Adult Mental Health Act,” has the authority to enter into contracts to create and ensure a unified, accountable, and comprehensive adult mental health system; and

WHEREAS, the Freeborn County Department of Human Services is able to contract with the Minnesota Department of Human Services for the provision of mandated Adult Mental Health Services and Community Support Programming; and

WHEREAS, the Freeborn County Department of Human Services provides case management and community support programming that promotes safety, integrity, health and personal and cultural strengths, while allowing consumers to make individual choices to develop meaningful relationships through positive interaction with others; and

WHEREAS, the services provided are available to meet the needs of adults with serious and persistent mental illness within Freeborn County; therefore

BE IT RESOLVED, that the MN Department of Human Services – County Grant Contract for Community Support Program funding be is approved.

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

Commissioner Herman offered the following resolution:

RESOLUTION No. 22-369
Approval of Claims

RESOLVED, that the following claims be allowed and paid on or before December 2nd, 2022.

<u>FUND</u>	<u>NAME</u>	<u>AMOUNT</u>
01	General Fund	\$ 438,583.17
03	County Road & Bridge	\$ 413,389.12
05	Human Services	\$ 164,067.60
06	Public Health	\$ 58,436.80
31	Capital Improvement	\$ 29,889.75
37	Debt Svc-Jail G.O Bonding	\$ 88.47
38	Debt G.O. Bond Refunding	\$ 88.47
40	County Ditch	\$ 55,634.68
70	Trust & Agency	\$ 97,471.40
73	Payroll Clearing Fund	\$ 20,918.58
80	Tax Collection Fund	\$ 709.57
	FUND TOTALS	\$1,279,277.61

Number of Claims not exceeding \$300 – 154
Dollar amount of claims not exceeding \$300 – \$13,732.98
Resolution seconded by Commissioner Forman.
After discussion, a vote was taken and the Chair declared the resolution adopted.

Chair, Commissioner Shoff adjourned the meeting at 9:36 a.m. until 8:30 a.m. on Tuesday, December 20th, 2022.

By: _____
Christopher N. Shoff
Chair

Attest: _____
Candace Pesch
Clerk/Administrator