

ADJOURNED MEETING OF THE COUNTY BOARD
January 7th, 2025

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, January 7th, 2025. Members present: Commissioners Severson, Edwin, Kaasa, Shoff and Eckstrom.

The meeting was opened with the Pledge of Allegiance.

The County Clerk opened the meeting and requested nominations for the Freeborn county Board of Commissioners Chairperson for 2025.

Commissioner Eckstrom nominated Commissioner Edwin as Board Chairperson and Commissioner Kaasa seconded the nomination. The County Clerk asked if there were any other nominations, hearing none, the clerk called the roll to elect Commissioner Edwin as the Freeborn County Board Chair. Commissioners Severson, Kaasa, Eckstrom and Shoff voted yay, and Commissioner Edwin abstained from the vote.

The Chair, Commissioner Edwin continued the meeting and requested nominations to elect the Freeborn County Board of Commissioners Vice-Chairperson. Commissioner Kaasa nominated Commissioner Shoff as Vice-Chair, with Commissioner Eckstrom seconding. The Chair asked if there were any other nominations and Commissioner Edwin, nominated Commissioner Eckstrom as Vice-Chair, with Commissioner Severson seconding the motion. After discussion, Commissioner Shoff withdrew his nomination as Vice-Chair. The motion on the floor was Commissioner Edwin to nominate Commissioner Eckstrom as Vice-Chair, with Commissioner Severson seconding the motion. After hearing no other nominations, a roll call was taken with taken to elect Commissioner Eckstrom as Vice-Chair. Commissioners Severson, Kaasa, Shoff and Edwin voting yay, and Commissioner Eckstrom abstaining from the vote.

Commissioner Shoff offered the following motion;

MOVED, approving the agenda as presented.

Motion seconded by Commissioner Kaasa.

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

Commissioner Severson offered the following resolution;

RESOLUTION 25-001
Establishing Parliamentary Authority

RESOLVED, to adopt Robert's Rules of Order Newly Revised 12th Edition, as the Parliamentary Authority of Order for 2025.

Resolution seconded by Commissioner Kaasa.

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

Commissioner Kaasa offered the following resolution;

RESOLUTION No. 25-002
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 December 17th, 2024 minutes;
- 2) Approval of the December 18th, 2024 minutes;
- 3) Approval of the December 27th, 2024 minutes;
- 4) Approval of Regular Full-Time Status Employees;
- 5) Approval of Drainage Repairs

Resolution seconded by Commissioner Eckstrom.

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

The Commissioners provided Board Committee updates.

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

Commissioner Kaasa offered the following resolution;

RESOLVED AS, authorizing letter to the Department of Revenue asking for an additional 90-day extension to fill the Freeborn County Assessor position.

Resolution seconded by Commissioner Shoff.

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

Commissioner Shoff offered the following resolution;

FREEBORN COUNTY CHANGE FUND/IMPRESS CASH FUND

RESOLUTION 25-004

BE IT RESOLVED, that the sum of \$2,715.00 is hereby appropriated out of the General Revenue Fund of Freeborn County for the purpose of creating a Change Fund/Impress Cash Fund to the following listed departments as custodians of these funds in Freeborn County:

		Custodian #1	Custodian #2	Custodian #3
County Treasurer	\$1,200.00	Kelly Hendrickson	JoDee Avery	
County Recorder	\$ 240.00	Heather Bagley	Krista Walton	
County Auditor/License Ctr.	\$ 550.00	Kelly Hendrickson	Brenda Jensen	
County Sheriff	\$ 350.00	Ryan Shea	Terri Zabrocki	Jess
Dreyling				
County Public Health	\$ 25.00	Sue Yost	Anita Majerus	Natalie
Look				
Dept. of Human Services	\$ 50.00	Suzanne Nerison	Waylon Welvaert	Doug
Miller				
Environmental Services	<u>\$ 300.00</u>	Mark Goskeson	Gina Gullickson	
	\$2,715.00			

BE IT FURTHER RESOLVED, that the sum of \$500.00 be drawn upon the General Revenue Fund of Freeborn County for the purpose of creating a Petty Cash Fund held by the Auditor-Treasurer's Office with Kelly D. Hendrickson and JoDee Avery as custodians. This petty cash fund is to be used to reimburse various departments in Freeborn County for incidental postage paid for county business.

BE IT FURTHER RESOLVED, that the sum of \$100.00 be drawn upon the General Revenue Fund of Freeborn County for the purpose of creating a Petty Cash Fund held by the Sheriff's Office with Ryan Shea, Terri Zabrocki and Jess Dreyling as custodians. This petty cash fund is to be used to reimburse the Sheriff's Department for Alcohol and Tobacco Compliance checks held in the county

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

Commissioner Severson offered the following resolution:

**FREEBORN COUNTY BANKS
DOING BUSINESS WITH
RESOLUTION 25-005**

Resolved, that Citizens Community Federal Bank, Albert Lea; US Bank and US Bancorp Investments, Inc. Albert Lea; Wells Fargo Bank Minnesota, Albert Lea; Security Bank Minnesota, Albert Lea and Alden; Home Federal Savings Bank, Albert Lea; Produce State Bank, Albert Lea, Glenville; Arcadian, Freeborn, Hartland, Albert Lea; State Bank of New Richland, New Richland; Columbus Bank and Trust, Columbus, Georgia; Multi-Bank Securities, Inc. (MBS), Southfield, Michigan; MII Life Incorporated, St. Paul, Minnesota; Wells Fargo Bank Minnesota Corporate Trust Services, Minneapolis, Minnesota; Wells Fargo Securities, LLC., Minneapolis, Minnesota; UBS Financial Services, Inc., Wayzata, MN; Minnesota Association of Governments Investing for Counties (Magic or the Fund) MN; Commerce Bank, Geneva; Moreton Capital Markets, Excelsior, Minnesota; (herein called the "Bank"), be and are hereby designated as depositories of Freeborn County (Herein called the "Depositor") with authority to accept or receive at any time for the credit of the Depositor deposits by whosoever made, of funds and other property in whatever form or manner transferred or endorsed, open or cause to be opened one or more accounts with the Bank on such terms, conditions and agreements as the Bank may now or hereafter require and to make any other agreements deemed advisable in regard to any of the foregoing.

Resolved further, that checks drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of the otherwise authorized, by any one or two (1 or 2) of the following named individuals: Kelly D. Hendrickson, JoDee Avery, Dawn Drescher, Noel Ahnemann (JoDee Avery, Dawn Drescher or Noel Ahnemann will sign for Kelly D. Hendrickson) and the Bank is hereby authorized to pay and charge to the account of the Depositor any such checks, drafts or other orders so assigned or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such persons may authorize payment, transfer or withdrawal by oral or telephonic directions to the bank complying with such roles and regulations relating to such authorization as the bank may communicate to the Depositor from time to time.

Resolved further, that the person(s) so authorized to sign be and are hereby authorized and empowered, on behalf of the Depositor, to transact any and all other business with and through the Bank which such person(s) may at any time deem to be advisable, including, without limiting the generality of the foregoing, authority to purchase certificates of deposit and to enter into deposit agreements, safe deposit agreements, lock-box agreements, night depository agreements, freight payment service processing service agreements offered by the Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to the Bank and all contracts and other writing which such person(s) may deem to be necessary or desirable.

Resolved further, that the Auditor-Treasurer shall certify to the Bank the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons named above and such certifying officer shall from time to time hereafter, upon a change in the facts so certified, immediately certify to the Bank the names and signature (actual or facsimile) of the persons then authorized to sign or to act; the Bank shall be full protected in relying on such certificate and on the obligation of the certifying officer (set forth above) to immediately certify to the Bank any change in any facts so certified, and the Bank shall be indemnified and saved harmless by the Depositor from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature of other authority (whether or not property used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

Resolved further, that these resolutions shall continue in force until express written notice of their rescission or modification has been furnished to and received by the Bank.

Resolved further, that any and all transactions by or in behalf of the Depositor with the Depositor with the Bank prior to the adoption of this resolution be, and the same hereby are, in all respects ratified, approved and confirmed.

The transfer or withdrawal of funds on deposit in any of the aforementioned institutions, by check, shall be by the signatures of the following officers or their alternatives;

Kelly D. Hendrickson, Auditor-Treasurer_____

JoDee Avery, Deputy Auditor-Treasurer_____

Dawn Drescher, Deputy Auditor-Treasurer_____

Noel Ahnemann, Deputy Auditor-Treasurer_____

A transfer of funds by wire or electronic fund transfer in any of the aforementioned institutions may also be affected by use of a signature or facsimile signatures of Kelly D. Hendrickson, County Auditor-Treasurer, and JoDee Avery, Deputy Auditor-Treasurer, Dawn Drescher, Deputy Auditor-Treasurer and Noel Ahnemann, Deputy Auditor-Treasurer.

Resolution was seconded by Commissioner Kaasa.

After discussion, a vote was taken with Commissioners Severson, Kaasa, Eckstrom and Shoff voting yay, and Commissioner Eckstrom abstaining from the vote, the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

RESOLUTION 25-006

Setting Bounty on Beaver Trapping Freeborn County Drainage Authority

WHEREAS, the Freeborn County Board of Commissioners serving as Drainage Authority for Freeborn County has implemented a beaver bounty program as a way of preventing flooding of agricultural lands and other damages caused by the building of beaver dams throughout the Freeborn County drainage systems;

BE IT RESOLVED, that the Freeborn County Board of Commissioners, serving as the Drainage Authority for Freeborn County authorizes the payment of the bounty of \$60 per adult beaver tail turned in to the County's Drainage Inspectors.

Resolution was seconded by Commissioner Eckstrom.

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

Commissioner Kaasa offered the following resolution:

RESOLUTION No. 25-007

Freeborn County Crop Damage Rate for 2025- Standing Crop Freeborn County Drainage Ditches

WHEREAS, it is the policy of Freeborn County to set a rate of pay for crop damages that may occur due to repair, improvement, or construction projects involving county drainage ditches;

WHEREAS, the yield is determined by using a three-year average yield for Freeborn County from data received from the USDA (National Agricultural Statistics Services);

WHEREAS, the sale price is determined by using an average sale price for "new crop" corn and beans from three local elevators on December 13, 2024;

BE IT **RESOLVED**, the following rates will be in place for 2025.

Corn DamageRate 201.6 bushels @ \$3.96 = \$798 per acre

BeanDamageRate 56.8 bushels @ \$9.32 = \$529 per acre

I **HEREBY CERTIFY** that the above is a true and correct copy of a resolution approved by the Freeborn County Board of Commissioners at their session on the 7th day of January, 2025, and as it appears on the minutes of their record of proceedings.

Resolution was seconded by Commissioner Shoff.

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

Commissioner Kaasa offered the following resolution:

RESOLUTION No. 25-008
Freeborn County Crop Damage Rate for 2025 – Not Planted
Freeborn County Drainage Ditches

WHEREAS, it is the policy of Freeborn County to set a rate of pay for crop damages that may occur due to repair, improvement, or construction projects involving county drainage ditches;

WHEREAS, in anticipation of an upcoming project the County may occasionally ask a landowner not to plant the area to be worked on. This gives the contractor more time to complete projects and may also result in better quotes;

BE IT RESOLVED, the rate of pay for not planted acres is \$525.00 per acre. This rate is based off from an average annual rental rate of approximately \$300;

- The first year the unplanted acres would have no yield
- The second year yield reduction would be approximately 50% because the soil has been disturbed
- The third year yield reduction would be approximately 25% because the soil has been disturbed
- The fourth year the yield should be back to normal

I **HEREBY CERTIFY** that the above is a true and correct copy of a resolution approved by the Freeborn County Board of Commissioners at their session on the 7th day of January, 2025, and as it appears on the minutes of their record of proceedings.

Resolution was seconded by Commissioner Severson.

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

Commissioner Eckstrom offered the following resolution:

RESOLUTION NO. 25-009
AUTHORIZING THE TRANSFER OF \$20,000.00 FROM THE
GENERAL FUND TO THE INSURANCE FUND

Whereas, Freeborn County Board of Commissioners has approved the 2025 operating budget; and

Whereas, Freeborn County provides health insurance to its employees as an employment benefit; and

Whereas, the insurance payments are removed from the insurance funds prior to the employees pay their share of the premium.

Resolved, that the Freeborn County Board of Commissioners authorize the transfer of \$20,000.00 from the General Fund to the Insurance Fund to cover the advance needed for timely premium payment.

Resolution was seconded by Commissioner Kaasa.

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

Commissioner Kaasa offered the following resolution:

RESOLUTION 25-010

AGREEMENT FOR PROVISION OF SERVICES

Between Freeborn County and Dave Claussen

Effective January 1, 2025

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 Dave 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 the County Auditor-Treasurer with financial requirements to be supervised by the Auditor/Treasurer as specified in MS 103E. The County Auditor-Treasurer 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 \$37,131.50 (Thirty-seven Thousand One Hundred Thirty-one Dollars and 50/100ths) annually, being paid at a rate of \$3,094.29 (Three Thousand Ninety-four Dollars and 29/100ths) per month. Distribution will take place on the 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, vehicle, trailer, UTV/ATV. The County currently pays for cell phone usage and has provided a laptop to the INSPECTOR.
- 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 of 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 and 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 any 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 effective January 1, 2025, thru December 31, 2025.
- 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 Auditor-Treasurer, 411 S. Broadway, Albert Lea, MN 56007. All notices to INSPECTOR shall be addressed to Dave Claussen, Freeborn County Ditch Inspector, 11945 760th Ave, Glenville, MN 56036.

Resolution was seconded by Commissioner Shoff.

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

Commissioner Severson offered the following resolution:

RESOLUTION 25-011

Resolution to accept a \$500 donation to the Freeborn County CVCC

From Round Prairie Lutheran Church Women

WHEREAS, the Freeborn County Department of Human Services - Crime Victims Crisis Center directly serves those who have been victims of crime, domestic violence and sexual assault; and

WHEREAS, the Freeborn County Department of Human Services - Crime Victims Crisis Center plans events and campaigns bringing community awareness to the issues of crime, domestic violence and sexual assault; and

WHEREAS, the Round Prairie Lutheran Church Women have offered a donation to the Freeborn County Department of Human Services - Crime Victims Crisis Center in the amount of \$500 to be used for services provided by the CVCC; and

BE IT RESOLVED, that the Freeborn County Department of Human Services - Crime Victims Crisis Center accepts the donation in the amount of \$500 from the Round Prairie Lutheran Church Women to be used for services provided by the CVCC.

Resolution was seconded by Commissioner Kaasa.

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

Commissioner Shoff offered the following resolution:

RESOLUTION 25-012

Resolution to approve the 2025 Purchase of Service Agreement between the Freeborn County Department of Human Services and Brian Vold

WHEREAS, psychiatric services in rural Minnesota are becoming increasingly difficult to access; and

WHEREAS, the Freeborn County Department of Human Services is part of the 10-county South Central Community-Based Initiative (SCCBI) to provide services to persons with mental illness; and

WHEREAS, the SCCBI purchases mental health services including psychiatric services from the Freeborn County Mental Health Center for residents of counties comprising the SCCBI; and

WHEREAS, Brian Vold is able to provide quality psychiatric services for clients of the Freeborn County Mental Health Center, increasing accessibility for local residents; and

WHEREAS, the Freeborn County Mental Health Center and Brian Vold are credentialed to bill insurance for psychiatric services; therefore

BE IT RESOLVED, that the 2025 Purchase of Service Agreement between the Freeborn County Department of Human Services and Brian Vold be approved for provision of the psychiatric services to residents of Freeborn County and of counties comprising the SCCBI.

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

Commissioner Kaasa offered the following resolution:

RESOLUTION 25-013

Resolution to approve an unpaid medical leave

WHEREAS, an employee in the Freeborn County Human Services Department will have exhausted paid leave available to them, in accordance with the Personnel Policy and Collective Bargaining Agreement during their expected recovery time from an upcoming surgery; and

WHEREAS, Freeborn County has Personnel Policies and a Collective Bargaining Agreement with employees in the Human Services Department regarding unpaid medical leave that require unpaid leaves of five days or more to be approved by the County Board; and

WHEREAS, the Human Services Director is recommending unpaid leave be approved for this employee in accordance with documentation received by the medical provider on file with Human Resources; therefore

BE IT RESOLVED, that an unpaid medical leave be approved for this employee in accordance with documentation received from the medical provider.

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

Commissioner Kaasa offered the following resolution:

RESOLUTION 25-014

Resolution approving the Freeborn County Department of Human Services contract with Workforce Development, Inc. for calendar year 2025

WHEREAS, the Freeborn County Department of Human Services is required to administer the Diversionary Work Program, Minnesota Family Investment Program, Family Stabilization Services and supports and qualifying extensions to those programs; and

WHEREAS, the Freeborn County Department of Human Services has historically contracted with Workforce Development, Inc. for provision of these services with the goal of increasing economic stability of low-income families receiving MFIP and DWP within Freeborn County; and

WHEREAS, the 2024-2025 Biennial Service Agreement, required under Minnesota Statutes section 256J.626, subd. 4, and previously approved by the Freeborn County Board of Commissioners, details figures and expenses for each program in order for counties to receive MFIP Consolidated Funds necessary to administer said programs; and

WHEREAS, the Freeborn County Department of Human Services has incorporated receipt of MFIP Consolidated Funds, in conjunction with the contracted services with Workforce Development, Inc. into the budget in order to administer mandated programs; therefore

BE IT RESOLVED that the Freeborn County Board of Commissioners approve the Freeborn County Department of Human Services contract with Workforce Development, Inc. for calendar year 2025.

Resolution was seconded by Commissioner Shoff.

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

Commissioner Severson offered the following resolution:

RESOLUTION 25-015

***Resolution to approve a five (5) year Freeborn County-Minnesota
BCA non-criminal justice agency Joint Powers Agreement***

WHEREAS, the Freeborn County Department of Human Services - Crime Victims Crisis Center directly serves those who have been victims of crime, domestic violence and sexual assault; and

WHEREAS, the Freeborn County Department of Human Services - Crime Victims Crisis Center applies for and receives grant dollars from the MN Department of Public Safety; and

WHEREAS, requirements of grant dollars received include federal fingerprint background checks for all employees doing work on behalf of the Freeborn County Department of Human Services - Crime Victims Crisis Center; and

WHEREAS, all entities and organizations that access state and federal criminal history record information [CHRI] through the Minnesota Bureau of Criminal Apprehension must have an executed non-criminal justice agency Joint Powers Agreement (NCJA JPA) with the BCA; therefore

BE IT RESOLVED, that Freeborn County – State of Minnesota (BCA) Joint Powers Agreement be approved for a 5 year-term effective January 2025.

Resolution was seconded by Commissioner Kaasa.

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

Commissioner Eckstrom offered the following resolution:

RESOLUTION 25-016

***Resolution Supporting Active Transportation (AT) Infrastructure Grant Application
for a new paved trail from Albert Lea to Manchester***

WHEREAS, up to \$12.502 million in Active Transportation (AT) Infrastructure funding is available for infrastructure projects through the Minnesota Department of Transportation, with a minimum request of \$50,000 and cap of \$1,000,000 for each project; and

WHEREAS, it is acknowledged that AT funds can be used to reimburse construction costs on AT eligible items, and that construction costs above the AT infrastructure grant amount will need to have alternate funding sources; and

WHEREAS, the *Trail Action Plan*, completed in May 2023, envisioned a 15-mile-long paved trail along the former Union Pacific Railroad grade in Freeborn County and was developed with Freeborn County and the City of Albert Lea, while engaging the public; and

WHEREAS, the first segment of the trail will be 6.4-miles-long and run from Fountain Street in Albert Lea to 255th Street in Manchester;

WHEREAS, this project benefits people walking, biking, and rolling by improving access to a school, park, and rural areas, with a long route that provides opportunity for exercise; and addresses safety hazards, and benefits people walking, biking, and rolling; and

WHEREAS, this project improves transportation safety by enhancing roadway crossings for people walking, biking, and rolling; and

WHEREAS, the project is planned to be constructed in 2026 with AT funding and additional funding from alternate sources.

NOW, THEREFORE, BE IT RESOLVED, that Freeborn County supports the construction of the project and the continued maintenance after construction per the Joint Powers Agreement for UP Trail maintenance dated May 4, 2022; and

BE IT FUTHER RESOLVED, that Freeborn County supports the AT infrastructure grant application prepared by HDR, Inc. at the direction of the County Engineer; and

IT IS RESOLVED, that Freeborn County along with the City of Albert Lea will be responsible for all project funding in excess of the AT Infrastructure Grant amount through local and alternate funding sources.

Resolution was seconded by Commissioner Shoff.

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

Commissioner Kaasa offered the following resolution:

RESOLUTION 25-017
Five-Year Bridge Plan

WHEREAS, The Freeborn County Highway Department has the responsibility of maintaining the County Highway System and the County Board is the road authority; and

WHEREAS, Freeborn County has determined that the following deficient bridges on the County State Aid Highway, County Road, and Township systems are a high priority and require replacement or rehabilitation within the next five (5) years per the attached schedule, and

WHEREAS, local roads play an essential role in the overall state transportation network and local bridges are a critical component of the local road systems, and

WHEREAS, State support for the replacement or rehabilitation of local bridges continues to be crucial to maintaining the integrity of the local road systems and is necessary for the County and the Townships to proceed with the replacement or rehabilitation of the high priority deficient bridges described above, and

WHEREAS, Freeborn County intends to proceed with replacement, rehabilitation, or removal of these bridges as soon as possible when State Transportation Bond Funds are available.

NOW THEREFORE, BE IT RESOLVED, that Freeborn County commits that it will proceed with the design and contract documents for these bridges immediately after being notified that funds are available in order to permit construction to take place within one year of notification, and

BE IT FURTHER RESOLVED, Freeborn County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

Resolution was seconded by Commissioner Severson.

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

Commissioner Severson offered the following:

RESOLVED AS, approving the Emergency Operations Plan

Resolution was seconded by Commissioner Kaasa.

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

Commissioner Severson offered the following resolution:

RESOLUTION 25-019

ACCEPTING THE RESIGNATION OF WAYLON WELVAERT

WHEREAS, the Freeborn County Department of Human Services 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; Waylon Welvaert has been employed as a Accounting Supervisor since December 30th, 2019 and is resigning his position effective January 17th, 2025,

NOW, THEREFORE BE IT RESOLVED, to accept the resignation of Waylon Welvaert as a Freeborn County DHS Accounting Supervisor effective on or about January 17th, 2025.

Resolution was seconded by Commissioner Kaasa.

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

Commissioner Kaasa offered the following resolution:

RESOLUTION 25-020

PERMISSION TO FILL THE FREEBORN COUNTY DHS ACCOUNTING SUPERVISOR 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, Waylon Welvaert, Freeborn County DHS Accounting Supervisor, has resigned his position effective January 17th, 2025;

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

Resolution was seconded by Commissioner Severson.

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

Commissioner Shoff offered the following resolution:

RESOLUTION 25-021

PERMISSION TO FILL THE FREEBORN COUNTY ELIGIBILITY WORKER 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, Susan Studier, Freeborn County Eligibility Worker, has accepted a new position as a Lead Eligibility Worker effective January 19th, 2025;

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

Resolution was seconded by Commissioner Severson.

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

Commissioner Eckstrom offered the following resolution:

RESOLUTION 25-022

PERMISSION TO FILL THE FREEBORN COUNTY ELIGIBILITY WORKER 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, Susan Studier, Freeborn County Eligibility Worker, has accepted a new position as a Lead Eligibility Worker effective January 19th, 2025;

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

Resolution was seconded by Commissioner Kaasa.

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

Commissioner Severson offered the following resolution:

RESOLUTION 25-023

Resolution appointing the Official Freeborn County Newspaper for 2025

WHEREAS, Minnesota Statute 331A.04 requires a DESIGNATION OF A NEWSPAPER FOR OFFICIAL PUBLICATIONS; and,

WHEREAS, the Albert Lea Tribune is the only newspaper that meets the requirements as set by Minnesota Statute 331A.04; and

WHEREAS, The Albert Lea Tribune has presented a proposal for rates for publication for the year 2025 including all legal and public notices; and,

WHEREAS, Minnesota Statute 331A.12 allows for the publication of public notices to be made on the County website in place of or in addition to publication in the official newspaper;

WHEREAS, Minnesota Statute 331A.12 also requires that a publication be made in the newspaper for official publications a notice that states the advertisement of transportation projects will be made on its website.

NOW, THEREFORE, BE IT RESOLVED that the Albert Lea Tribune is hereby designated as the official newspaper of Freeborn County; and

IT IS FURTHER RESOLVED, that public notices for the advertisement of transportation projects will be placed exclusively on the Freeborn County Public Works website and will not appear in the official newspaper as allowed by Minnesota Statute.

Resolution was seconded by Commissioner Shoff.

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

Commissioner Eckstrom offered the following resolution:

RESOLUTION 25-024

SETTING 2025 BOARD MEETING DATES AND TIMES

RESOLVED AS, setting the 2025 Board meetings for the first and third Tuesday of each month, starting at 8:30 a.m.

Resolution was seconded by Commissioner Severson.

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

Commissioner Kaasa offered the following resolution:

**RESOLUTION 25-025
SETTING 2025 BOARD WORKSHOP DATES AND TIMES**

RESOLVED AS, setting the 2025 Board Workshops for the second Tuesday of each month, starting at 8:30 a.m.

Resolution was seconded by Commissioner Severson.

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

Commissioner Kaasa offered the following resolution:

**RESOLUTION No. 25-026
Approval of Claims**

RESOLVED, that the following claims be allowed and paid on or before January 10th, 2025.

<u>FUND</u>	<u>NAME</u>	<u>AMOUNT</u>
01	General Fund	\$ 991,987.54
03	County Road & Bridge	\$ 264,448.97
05	Human Services	\$ 249,386.49
06	Public Health	\$ 100,370.46
31	Capital Improvements	\$ 12,810.68
40	County Ditch	\$ 6,163.58
70	Trust & Agency	\$ 11,213.81
73	Payroll Clearing Fund	\$ 16,371.69
79	Social Services Collaborative	\$ 47.70
	FUND TOTALS	\$1,652,800.92

Number of Claims not exceeding \$300 – 169

Dollar amount of claims not exceeding \$300 – \$14,688.91

Resolution seconded by Commissioner Shoff.

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

Chair, Commissioner Edwin adjourned the meeting at 9:24 a.m. until 8:30 a.m. on Tuesday, January 21st, 2025.

By: _____
Brad Edwin
Chair

Attest: _____
Chelsea Barrett
County Clerk