

**ADJOURNED MEETING OF THE COUNTY BOARD**  
**March 21, 2023**

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, March 21st, 2023. Members present: Commissioners Forman, Edwin, Kaasa, Shoff and Eckstrom.

The meeting was opened with the Pledge of Allegiance.

Commissioner Shoff offered the following motion;

**MOVED**, approving the agenda with the addition of one item under 7 – Department of Administration, to consider a resolution to accept the resignation/retirement of Jane Knutson, Payroll Administrator effective March 31<sup>st</sup>, 2023.

Motion seconded by Commissioner Eckstrom.

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

Commissioner Edwin offered the following resolution;

**RESOLUTION No. 23-087**  
**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 March 7th, 2023 minutes;

Resolution seconded by Commissioner Kaasa.

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

The Commissioners provided Board Committee updates.

Daniel Esseff from Arevon Energy Inc. gave a brief presentation on the Hayward Solar Project regarding Freeborn County.

Chairman Forman asked if there was any public comment and there were none.

Ryan Rasmusson, Freeborn County Assessor presented on the 2023 Preliminary Assessment update.

Ryan Shea, Freeborn County Sheriff gave a brief update on the upcoming *Make A Difference* award winners. Karina Kunze and Jodi Olson will be presented awards for their outstanding work during an incident in May of 2022, at the 911 PSAP conference on Wednesday March 22, 2023.

Commissioner Kaasa offered the following resolution;

**RESOLUTION 23-088**  
**RESOLUTION APPROVING OUT OF STATE TRAVEL FOR MAINTENANCE**

**WHEREAS**, Freeborn County Board of Commissioners approve out of state travel to

Calgary, Alberta Canada for Brad Herfindahl to inspect three Air handlers at Scott Springfield Manufacturing May 31<sup>st</sup> - June 2<sup>nd</sup>. The Air handlers are to be installed at the Freeborn County Government Center June - July 2023.

**NOW, THEREFORE, BE IT RESOLVED** that the Freeborn County Board of Commissioners does hereby approve the out of state travel for one staff member.

Resolution seconded by Commissioner Shoff.

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

Commissioner Edwin offered the following resolution;

**RESOLUTION 23-089**

***Approval of Federal Force Account for Clear Zone Maintenance Project on CSAH 26***

**WHEREAS** the Freeborn County Highway Department has the responsibility to maintain the County Road system; and

**WHEREAS** Freeborn County was awarded a Federal Highway Safety Improvement Program grant to perform clear zone maintenance along a section of CSAH 26 from CSAH 25 to a point 1.3 miles south of CSAH 25; and

**WHEREAS** an agreement is needed between MnDOT and Freeborn County to establish how money from the grant can be spent.

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Minnesota Statute 161.36, the Commissioner of Transportation be appointed as agent of Freeborn County to accept as its agent, federal aid funds which will be made available for a specific transportation related project, and

**BE IT FURTHER RESOLVED** the Board Chair and the County Administrator are hereby authorized and directed for and on behalf of Freeborn County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "State of Minnesota Agency Agreement for Federal Participation in Force Account, MnDOT Contract No. 1052822", a copy of said agreement was before the County board and which is made a part hereof by reference.

Resolution seconded by Commissioner Kaasa.

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

Commissioner Kaasa offered the following resolution:

**RESOLUTION 23-090**

***Authorizing Final Payment of SAP 024-626-022***

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

**BE IT RESOLVED** that the work for reclaiming, widening, aggregate surfacing and construction of bridge 24J65 on a designated area of CSAH 26 by Ulland Brothers Inc. of Albert Lea, MN, has been completed in a satisfactory manner; and

**IT IS FURTHER RESOLVED**, that the Freeborn County Auditor-Treasurer is hereby authorized to make final payment in the amount of \$276,760.44.

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:

**Freeborn County Board of Commissioners**

**RESOLUTION 23-091**

**Resolution to approve the Freeborn County-Funded Final Disposition Policy**

**WHEREAS**, Freeborn County has obligations under Minnesota Statute 256.935 and Minnesota Statute 261.035 to provide for the final disposition of individuals receiving public assistance through MFIP and for those without apparent means to provide for final disposition upon death; and

**WHEREAS**, the Freeborn County Department of Human Services receives applications and processes eligibility for county-funded final disposition for residents of Freeborn County; and

**WHEREAS**, an updated policy clarifies county responsibilities and limits, outlines procedures, provides definitions and includes a detailed account of maximum allowed amounts to be paid using public funds; and

**WHEREAS**, Freeborn County is permitted per Minnesota Statute 261.04 and Minnesota Statute 524.3-805 to file claims against the estate of a decedent for whom public funds are used to provide final disposition; therefore

**BE IT RESOLVED**, that the Freeborn County-Funded Final Disposition Policy be approved, is effective immediately upon approval and replaces the previous “Freeborn County DHS Burial Policy.”

Resolution was seconded by Commissioner Shoff.

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

Commissioner Edwin offered the following resolution;

**RESOLUTION 23-092**

**APPROVING THE CONTRACT FOR COPIERS AND PRINTERS**

**WHEREAS**, the Freeborn County IT Department has received a contract for new printers and copiers

**WHEREAS**, the Freeborn County Board accepts the contract from MARCO Technologies, LLC

**NOW, THEREFORE BE IT RESOLVED**, that the Freeborn County Board of Commissioners accepts the 5-year contract for copiers and printers from MARCO Technologies, LLC.

Resolution was seconded by Commissioner Eckstrom.

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

Commissioner Eckstrom offered the following resolution:

**SHELL ROCK - WINNEBAGO**

**COMPREHENSIVE WATERSHED MANAGEMENT**

**PLAN**

**SUB-AGREEMENT BETWEEN**

**SHELL ROCK RIVER WATERSHED DISTRICT AND FREEBORN COUNTY**

This Sub-Agreement (this “Agreement”) is between the Shell Rock River Watershed District (the “SRRWD”), 305 S. 1<sup>st</sup> Avenue, Albert Lea, Minnesota 56007 and Freeborn County (the “Sub-Recipient”). Individually referred to as “Party” and collectively as “Parties”.

**I. STATEMENT OF PURPOSE.**

The purpose of this Agreement is to clarify the roles and responsibilities of the Parties regarding the delivery of the Shell Rock and Winnebago River Comprehensive Watershed Management Implementation Work Plan 2023 and as amended under paragraph IV(C) (Grant ID C23-2187) (“Work Plan”) see attached **Exhibit A** made possible by the State of Minnesota Board of Water and Soil Resources (“BWSR”).

## II. SCOPE OF SERVICES AND SPECIFIC DUTIES.

- A. **SRRWD.** In its capacity as fiscal agent for the Shell Rock-Winnebago Comprehensive Watershed Management Plan (“1W1P Plan”) the SRRWD has agreed to perform various financial duties, including, and specific to this Sub-Agreement, pay grant funds to the Sub-Recipient for implementation of BWSR Watershed-Based Implementation Funding Grant Agreement (Grant ID C23-2187) (“Grant Agreement”), see attached **Exhibit B**,
- B. **Sub-Recipient.** The Deliverables/Activities and budget amounts (the “Budget”) are described in the Work Plan at **Exhibits A and C** for each Sub-Recipient. All activities will conform to the most current Grant Agreement at **Exhibit B** and Sub-Recipient Implementation Policies and this Agreement.

Sub-Recipient is responsible for following this Agreement, the Grant Agreement at **Exhibit B**, the Work Plan at **Exhibits A**, the Budget at **Exhibits C**, and all applicable laws, rules and regulations in implementing the Work Plan, including not limited to compliance with Grant Agreement time requirements, public procurement and municipal contracting law, conflict of interest rules, regulations, and policies, public data and Minnesota Government Data Practices Act, prevailing wage, record keeping and reporting, publicity and endorsement, Minnesota constitutional compliance regarding use of Clean Water Funds under this Agreement and Grant Agreement, and satisfactory performance under the Grant Agreement.

Sub-Recipient shall prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.

Sub-Recipient shall be responsible for required 10% match as required by the Grant Agreement, unless otherwise agreed to in writing between the Parties.

## III. PAYMENT TERMS AND REPORTING REQUIREMENTS.

- A. **Reporting.** The Sub-Recipient will submit invoices to the SRRWD documenting progress toward completion of this Agreement and the Grant Agreement. The Sub-Recipient will notify the SRRWD of its intent to contract with a landowner for agricultural practice implementation prior to approval of the contract. This notification should include the dollar amount so the SRRWD can confirm whether there are sufficient funds for the proposed project/cost-share.
- B. **Term.** The Sub-Recipient may expend grant funds toward completion of the Grant Agreement, after the final signing of this Agreement by all Parties to until December 31, 2025, or until all work under this Agreement is completed and payments made, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement. If the Grant Agreement is terminated, the SRRWD shall have no obligation of payment to Sub-Recipient under this Agreement.
- C. **Amount.** During the term of this Agreement, the Sub-Recipient may bill the SRRWD up to the amount designated in **Exhibits A and C** for expenses incurred toward completion of its portion of the Work Plan. The amount paid shall not exceed the amount provided on **Exhibits A and C**. If the Grant Agreement is cancelled, then SRRWD shall not have an obligation to pay Sub-Recipient.
- D. **Payment Schedule.** All payments will be a reimbursement. Upon execution of this Agreement, the Sub-Recipient may present itemized invoices to the SRRWD for work actually performed and the supporting documentation. The SRRWD will provide a copy of the invoice to be completed for all reimbursement requests.

The SRRWD will process reimbursement to the Sub-Recipient upon receipt of a qualifying invoice. There may be delays in payment from waiting for SRRWD Board approval, Policy Committee approval or if reimbursement requests overlap a BWSR allocation of the next 40% or 10% of the grant.

Invoices for payment should be sent to:

**Shell Rock River Watershed District**

305 S. 1<sup>st</sup> Avenue

Albert Lea, Minnesota 56007

Or

Courtney Phillips

Courtney.Phillips@co.freeborn.mn.us

IV. **CONTRACT CLAUSES.**

- A. **Ownership of Project Materials.** All materials prepared or developed by the Sub-Recipient under this Agreement, including documents, notes, reports, data, and samples shall become the property of the SRRWD when prepared, whether delivered to the SRRWD or not, and shall be delivered to the SRRWD upon request. The SRRWD will be responsible for responding to any data practices requests pertaining to this data.
- B. **Publicity and Endorsement.** Any publicity regarding the subject matter of this Agreement or the Grant Agreement must identify BWSR as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Sub-Recipient individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement or the Grant Agreement. The Sub-Recipient must not claim that the State endorses its products or services
- C. **Changes.**
- Amendments to **Exhibit A** will need approval by all Sub-Recipients affected by the proposed changes, with the exception of agricultural practice implementation funding. In an effort to keep project implementation flowing smoothly, agricultural practice implementation funds will be updated on **Exhibit A** as Sub-Recipients approve contracts with landowners and when Sub-Recipients are reimbursed for approved cost-share practices. An updated **Exhibit A** will be sent to all Sub-Recipients even if they were not affected by the change. Further, the Parties specifically anticipate the Work Plan at **Exhibit A** may be updated from time to time during the grant cycle. The Parties agree a subsequent, updated, agreed upon work plan may be substituted as **Exhibit A**. A subsequent Work Plan shall note the modification date. A subsequent Work Plan can be approved in any one of the following ways: (1) signing and dating the updated **Exhibit A** by an authorized representative of SRRWD and Sub-Recipient, (2) a writing (specifically including email) between an authorized representative of SRRWD and Sub-Recipient approving the updated **Exhibit A**, or (3) upon approval, by resolution or majority vote on a motion, by the Local Implementation Work Group approving the updated **Exhibit A**.
- D. **Indemnity and Hold Harmless.** Sub-Recipient shall indemnify and hold harmless the SRRWD, its directors, officers, employees, and agents against damages, penalties, costs, or expenses incurred in connection with any alleged violation of any federal, state, or local law or regulation regulating the work performed or action taken under this Agreement, work performed under this Agreement, any part of this Agreement, or funded by the Grant Agreement, specifically including, but not limited to penalties, fines, or paybacks under the Grant Agreement for unsatisfactory work as determined by BWSR under the Grant Agreement.

Sub-Recipient agrees to indemnify and hold harmless the SRRWD, its directors, officers, employees, and agents against and from loss, claims, or suits, including costs and attorney's fees, for, or on account of injury, bodily or otherwise, or death, of persons, or damage to or destruction of property belonging to the SRRWD or others arising out of the negligent performance of the work by the Sub-Recipient or funded by this Agreement. Sub-Recipient shall, in no event, be liable for loss or damage attributable to the SRRWD or its representatives or agents. Sub-Recipient's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law.

Nothing in this Agreement shall be construed to limit either Party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

- E. **Non-Assignment.** Sub-Recipient shall not assign this Agreement or any rights or obligations under this Agreement nor delegate or subcontract any of the work to be performed without the SRRWD's written consent. If assignment delegation, or subcontract is done with such consent, it shall not relieve Sub-Recipient from its responsibility for the performance of any of its obligations under this Agreement.
- F. **Complete Agreement.** This Agreement constitutes the final expression of the Parties' agreement with regard to this Agreement, the Grant Agreement and Work Plan, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understandings, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. This paragraph is not intended to supersede the One Watershed One Plan Bylaws. Furthermore, no waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties, except as provided in paragraph IV(C). Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
- G. **Independent Contractor Status.** Sub-Recipient is a separate entity. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures between the Parties. Sub-Recipient will be responsible for any federal or state taxes applicable to this payment. No tenure or any rights or benefits, including workers' compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, Public Employment Retirement Association, or other benefits available to Sub-Recipient's employees or contractors, as applicable, shall accrue to the SRRWD or its employees performing services under this Agreement.
- H. **Worker Health, Safety, and Training.** Sub-Recipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this Agreement. Sub-Recipient shall make arrangements to ensure the health and safety of all employees, contractors, subcontractors, and other persons who may perform work in connection with this Agreement. Sub-Recipient shall ensure all personnel of Sub-Recipient and contractors and subcontractors are properly trained and supervised and, when applicable, duly licensed, or certified appropriate to the tasks engaged in under this Agreement. Sub-Recipient shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Sub-Recipient. Sub-Recipient must maintain and certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Sub-Recipient's employees and agents will not be considered SRRWD employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the SRRWS's obligation or responsibility.
- I. **Legal Compliance.** Sub-Recipient and the SRRWD shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or later adopted.
- J. **Data Privacy.** For purposes of this Agreement all data created, collected, received, stored, used, maintained, or disseminated by Sub-Recipient in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or later adopted as well as the federal laws on data privacy. The Sub-Recipient must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the under this Agreement or the Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Sub-Recipient under this Agreement or the Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Sub-Recipient, the SRRWD or BWSR.
- K. **Business Records.** Sub-Recipient or its contractors and subcontractors shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Sub-Recipient's profession. Sub-Recipient shall maintain such records for at least six years from the date services or

payment were last provided or made or end of Grant Agreement, or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting practices. The SRRWD shall have the right to audit and review all such documents and records at any time during Sub-Recipient's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription, and audit by the SRRWD and either the Legislative or State Auditor of the State of Minnesota pursuant to Minnesota Statute § 16C.05, subd 5 and Minnesota Statute § 16B.98, subd 8. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement.

- L. **Force Majeure.** Neither Party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities, or delays or defaults caused by public carriers which was beyond a Party's reasonable control, provided the defaulting Party gives notice as soon as possible to the other Party of the inability to perform. Time, however, is of the essence. If Sub-Recipient does not timely perform under this Agreement as required under the Grant Agreement requirements, the SRRWD shall have no obligation of payment to Sub-Recipient or on Sub-Recipient's behalf under this Agreement.
- M. **Waiver.** The failure of the SRRWD or Sub-Recipient to enforce one or more of the terms or conditions of this Agreement or to exercise any of its rights or privileges, or the waiver by either Party of any breach of such terms or conditions, shall not be construed as waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.
- N. **Notices.** All official notices shall be sufficiently given when hand-delivered, emailed, or mailed, certified mail, postage prepaid, to the Parties at their respective places of business as set forth in this Agreement or at a place designated hereafter in writing by the Parties.
- O. **Interpretation, Jurisdiction, and Venue.** All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota, without regard to its choice-of-law provisions. Both Parties hereby consent and submit to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agree that any such suit or cause of action may be brought in any such court.
- P. **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- Q. **Agreement to Mediate Disputes.** In the event that any dispute arises between the Parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the Parties may agree to submit the dispute to mediation. The Parties further agree that their participation in mediation is a condition precedent to any Party pursuing any other available remedy in relation to the dispute.

Any Party to the dispute may give written notice to the other Party of its desire to commence mediation, and a mediation session must take place within 30 days after the date that such notice is given.

The Parties must jointly appoint a mutually acceptable mediator. If the Parties are unable to agree upon the appointment of a mediator within seven days after a party has given notice of a desire to mediate the dispute, any Party may apply to any organization or person agreed to by the Parties in writing, for appointment of a mediator.


The Parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a Party for representation by counsel at the mediation.

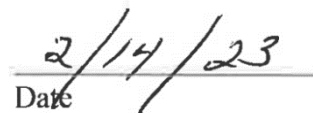
R. **Default and Termination.** The SRRWD or Sub-Recipient may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other Party. Either Party by written notice of default (including breach of contract) to the other Party may terminate the whole or any part of this Agreement if the other Party fails to perform any of the provisions of this Agreement, and after receipt of written notice from the first Party, fails to correct such failures within a period of ten days or such longer period as the first Party may authorize in writing after receipt of notice from the first Party specifying such failure.

V. **AGREEMENT EFFECTIVE DATE.** This Agreement is effective upon execution by all Parties.

Approved and accepted for:

THE SHELL ROCK RIVER WATERSHED DISTRICT

  
Chair

  
Date

FOR THE SUB-RECIPIENT: FREEBORN COUNTY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest County Administrator

\_\_\_\_\_  
Date

**EXHIBIT A**

**Shell Rock and Winnebago River Comprehensive Watershed Management Implementation Work Plan 2023  
(Grant ID C23-2187) ("Work Plan")**

**EXHIBIT B**

**Sub-Recipient for Implementation of BWSR Watershed-Based Implementation Funding Grant Agreement  
(Grant ID C23-2187) ("Grant Agreement")**

**EXHIBIT C**

**BWSR Watershed-Based Implementation Budget for Work Plan 2023**

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 23-094  
RESOLUTION TO APPROVE CONTRACTING WITH PUBLIC HEALTH CORP FOR A  
PUBLIC HEALTH PROJECT COORDINATOR**

**WHEREAS**, Freeborn County Community Health Board approve contracting with Public Health Corp for a Public Health Project Coordinator;



**WHEREAS**, Minnesota Statute 145A.04 states that the community health board shall assuring an adequate local public health infrastructure by maintaining the basic foundational capacities to a well-functioning public health system that includes data analysis and utilization; health planning; partnership development and community mobilization; policy development, analysis, and decision support; communication; and public health research, evaluation, and quality improvement;

**WHEREAS**, Freeborn County Public Health will contract with Public Health Corp. The Public Health Corps is a type of AmeriCorps program. AmeriCorps is often called the “domestic Peace Corps.” It is a national service program that engages people in a commitment to service. We will have an AmeriCorps member serving with Public Health Corps provide service within our department. The member is called Public Health Project Coordinator. The service would potentially begin in August 2023 for an 11-month period with the potential to extend for another term. There will be no cost to the county for the Public Health Project Coordinator.

**NOW, THEREFORE, BE IT RESOLVED** that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby approve the contract with Public Health Corps.

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 23-095**  
**RESOLUTION TO APPROVE GRANT CONTRACT AGREEMENT WITH MDH FOR THE**  
**CDC FEDERAL INFRASTRUCTURE GRANT**

**WHEREAS**, Freeborn County Community Health Board approve a grant contract agreement with MDH for the CDC Federal Infrastructure funding;

**WHEREAS**, Minnesota Statute 145A.04 states that the community health board shall assuring an adequate local public health infrastructure by maintaining the basic foundational capacities to a well-functioning public health system that includes data analysis and utilization; health planning; partnership development and community mobilization; policy development, analysis, and decision support; communication; and public health research, evaluation, and quality improvement;

**WHEREAS**, Minnesota Department of Health has acquired funding from CDC for infrastructure improvement to be dispersed to local Public Health agencies. The purpose of this funding is to recruit, retain, and train a skilled and diverse public health workforce, address longstanding public health infrastructure needs, and increase the size of the public health workforce. The funding is effective March 1, 2023 through November 30, 2027. The grant award is in the amount of \$136,552.00.

**NOW, THEREFORE, BE IT RESOLVED** that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby approve the grant contract agreement with MDH for CDC Federal Infrastructure funding.

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

Commissioner Shoff offered the following resolution:

**FREEBORN COUNTY MINNESOTA RESOLUTION # 23-096**  
**A RESOLUTION AUTHORIZING COUNTY STAFF TO EXECUTE ALL NECESSARY DOCUMENTS TO**  
**ENSURE COUNTY PARTICIPATION IN THE MULTISTATE SETTLEMENTS RELATING TO OPIOID**  
**SUPPLY CHAIN PARTICIPANTS AND IN THE MINNESOTA OPIOIDS STATE-SUBDIVISION**  
**MEMORANDUM OF AGREEMENT**

**WHEREAS**, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against opioid supply chain participants related to the opioid crisis; and

**WHEREAS**, the Minnesota Attorney General has signed on to multistate settlement agreements with several opioid supply chain participants, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts; and

**WHEREAS**, there is a deadline of April, 18 2023, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds; and

**WHEREAS**, representatives of Minnesota's local governments, the Office of the Attorney General, and the State of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the State, and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement, as amended (the "State-Subdivision Agreement"); and

**WHEREAS**, the State-Subdivision Agreement creates an opportunity for local governments and the State to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota;

**BE IT THEREFORE RESOLVED**, Freeborn County supports and agrees to the State-Subdivision Agreement;

**AND BE IT FURTHER RESOLVED**, Freeborn County supports and opts in to all future multistate settlement agreements with opioid supply chain participants;

**AND BE IT FURTHER RESOLVED**, Freeborn County authorizes county staff to execute all necessary documents to ensure county participation in the multistate settlement agreements, including the Participation Agreement and accompanying Release, and in the State-Subdivision Agreement.

Resolution was seconded by Commissioner Edwin.

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

Commissioner Eckstrom offered the following resolution:

**RESOLUTION 23-097  
ACCEPTING THE RESIGNATION OF SCOTT WOITAS**

**WHEREAS**, the Freeborn County I.T. 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**; Scott Woitas has been employed as the I.T. Director since April 15<sup>th</sup>, 2008 and is resigning his position effective May 1<sup>st</sup>, 2023,

**NOW, THEREFORE BE IT RESOLVED**, to accept the resignation of Scott Woitas as a Freeborn County I.T. Director effective on or about May 1<sup>st</sup>, 2023.

Resolution was seconded by Commissioner Edwin.

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

Commissioner Eckstrom offered the following resolution:

**RESOLUTION 23-098  
PERMISSION TO FILL THE FREEBORN COUNTY I.T. DIRECTOR 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**, Scott Woitas, Freeborn County I.T. Director has resigned his position effective May 1<sup>st</sup>, 2023;

**NOW, THEREFORE BE IT RESOLVED**, that the board approves the filling of the vacant Freeborn County I.T. Director position.

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 23-099  
CEDAR RIVER WATERSHED DISTRICT BOARD OF MANAGER APPOINTMENT**

**WHEREAS**, Per Minnesota Statute 103B.611, the Freeborn County Board of Commissioners is charged with the responsibility for appointment of the governing board for the Shell Rock Watershed district;

**WHEREAS**, The term of office of each board member is three years unless the appointing municipality recalls the member; and

**WHEREAS**, Freeborn County has properly advertised and published the current opening for the watershed board,

**NOW, THEREFORE, BE IT RESOLVED**, that Steve Kraushaar is hereby appointed to the Cedar River Watershed District Board of Managers by the Freeborn County Board of Commissioners for a term of three years.

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

Commissioner Eckstrom offered the following resolution:

**RESOLUTION 23-100  
PERMISSION TO FILL THE FREEBORN COUNTY CCAP FAMILY BASE SERVICE PROVIDER  
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**, Evie Cunningham, Freeborn County CCAP Family Base Service Provider, has accepted a position as a Human Service Technician effective March 17<sup>th</sup>, 2023;

**NOW, THEREFORE BE IT RESOLVED**, that the board approves the filling of the vacant CCAP Family Base Service Provider position.

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

Commissioner Shoff offered the following resolution:

**RESOLUTION 23-101  
ACCEPTING THE RESIGNATION OF TIMOTHY FRAZIER**

**WHEREAS**, the Freeborn County Highway 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;** Tim Frazier has been employed as a Highway Mechanic since March 2<sup>nd</sup>, 2020 and is resigning his position effective March 24<sup>th</sup>, 2023,

**NOW, THEREFORE BE IT RESOLVED,** to accept the resignation of Tim Frazier as a Freeborn County Highway Mechanic effective on or about March 24<sup>th</sup>, 2023.

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

Commissioner Kaasa offered the following resolution:

**RESOLUTION 23-102**  
**PERMISSION TO FILL THE FREEBORN COUNTY HIGHWAY MECHANIC 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,** Tim Frazier, Freeborn County Highway Mechanic has resigned his position effective March 24<sup>th</sup>, 2023;

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

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

Commissioner Shoff offered the following:

**RESOLUTION 23-103**  
**ACCEPTING THE RESIGNATION OF JANE KNUTSON**

**WHEREAS,** the Freeborn County Administration 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;** Jane Knutson has been employed as a Payroll Specialist since March 20<sup>th</sup>, 1978 and is resigning her position effective March 31<sup>st</sup>, 2023,

**NOW, THEREFORE BE IT RESOLVED,** to accept the resignation of Jane Knutson as a Freeborn County Payroll Specialist effective on or about March 31<sup>st</sup>, 2023.

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

Commissioner Shoff offered the following motion:

**MOVED,** to take Resolution 23-073 off the table:

Motion was seconded by Commissioner Edwin.  
After discussion, a vote was taken and the Chair declared the motion approved.

**RESOLUTION 23-073**  
**PERMISSION TO FILL THE FREEBORN COUNTY DIRECTOR OF PERSONNEL AND HUMAN RESOURCES 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**, Candace Pesch, Freeborn County Personnel Director and Human Resource has accepted a position as the County Administrator effective November 2<sup>nd</sup>, 2022;

**NOW, THEREFORE BE IT RESOLVED**, that the board approves the filling of the vacant Freeborn County Director of Personnel and Human Resources position.

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

Commissioner Shoff offered the following resolution:

**RESOLUTION 23-104  
RESOLUTION RESCINDING RESOLUTION 18-187**

**WHEREAS**, the Freeborn County Board of Commissioners passed resolution 18-187 creating the Freeborn County Personnel Department on July, 3, 2018, and

**WHEREAS**, the Freeborn County Board of Commissioners has chosen not to re-fill the role of the Personnel Director due to the current needs of Freeborn County, and

**WHEREAS**, Minnesota Statute 375.68 states that a personnel administration system established pursuant to sections 375.56 to 375.69 may be abolished at any time by resolution of the county board adopted by a majority of all its members. Upon adoption of the resolution, the personnel department shall cease to exist and the states of all departments, commissions, and employees shall be the same as if no personnel administration system had been established,

**BE IT THEREFORE RESOLVED**, that Freeborn County by and through its Board of Commissioners resolved the following:

Effective March 21, 2023 under the authority granted by Minnesota Statute 375.68 hereby rescinds Freeborn County Resolution 18-187 creating the Department of Personnel.

Resolution was seconded by Commissioner Edwin.

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

Commissioner Shoff offered the following amended resolution:

**RESOLUTION 23-105  
RESOLUTION CREATING AN HR MANAGER POSITION**

**WHEREAS**, the Freeborn County Board of Commissioners passed a resolution according to Minnesota Statute 375.68 abolishing the Freeborn County Personnel Director position, and

**WHEREAS**, the Freeborn County Board of Commissioners has chosen fill the role of the Human Resource Manager to lead the Freeborn County Human Resources,

**BE IT THEREFORE RESOLVED**, that Freeborn County by and through its Board of Commissioners resolved the following:

Effective March 21, 2023, the Freeborn County Board of Commissioners create the position of Human Resource Manager.

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

Commissioner Shoff offered the following resolution;

#### **RESOLUTION 23-106**

##### **AMENDED RESOLUTION CREATING AN HR MANAGER POSITION**

**WHEREAS**, the Freeborn County Board of Commissioners passed a resolution according to Minnesota Statute 375.68 abolishing the Freeborn County Personnel Director position, and

**WHEREAS**, the Freeborn County Board of Commissioners has chosen fill the role of the Human Resource Manager to lead the Freeborn County Human Resources,

**WHEREAS**, the attached proposed Human Resources Manager job description has been prepared outlining the duties, responsibilities and qualifications for the position; and

**WHEREAS**, the position has been submitted to the County classification and compensation consultant for placement on the County pay system; and

**WHEREAS**, the position has been identified at Pay Grade 17 on the County system;

**BE IT THEREFORE RESOLVED**, that Freeborn County by and through its Board of Commissioners resolved the following:

Effective March 21, 2023, the Freeborn County Board of Commissioners create the position of Human Resource Manager.

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

At approximately 10:20 a.m. the Freeborn County Board of Commissioners took a short recess until approximately 10:30 a.m. to review information Commissioner Shoff introduced.

Commissioner Shoff offered the following resolution:

#### **RESOLUTION 23-107**

##### **PERMISSION TO FILL THE FREEBORN COUNTY HUMAN RESOURCE MANAGER 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;

**NOW, THEREFORE BE IT RESOLVED**, that the board approves the filling of the vacant Freeborn County Human Resource Manager position.

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

Commissioner Kaasa offered the following resolution:

#### **RESOLUTION No. 23-108** **Approval of Claims**

**RESOLVED**, that the following claims be allowed and paid on or before March 24, 2023.

| <u>FUND</u> | <u>NAME</u>            | <u>AMOUNT</u>         |
|-------------|------------------------|-----------------------|
| 01          | General Fund           | \$ 570,272.32         |
| 03          | County Road & Bridge   | \$ 188,428.28         |
| 05          | Human Services         | \$ 177,941.90         |
| 06          | Public Health          | \$ 65,457.22          |
| 31          | Capitol Improvements   | \$ 91,810.51          |
| 40          | County Ditch           | \$ 14,055.68          |
| 70          | Trust & Agency         | \$ 66,448.64          |
| 73          | Payroll Clearing Fund  | \$ 14,184.33          |
| 74          | Turtle Creek Watershed | \$ 46.00              |
| 77          | Recorder's Clearing    | \$ 2,874.00           |
| 80          | Tax Collection         | \$ 24,199.52          |
| 85          | Septic Loan            | \$ 46.00              |
|             | <b>FUND TOTALS</b>     | <b>\$1,215,764.40</b> |

Number of Claims not exceeding \$300 – 41

Dollar amount of claims not exceeding \$300 – \$3,948.45

Resolution seconded by Commissioner Shoff.

After discussion, a vote was taken and Commissioners Shoff, Kaasa, Eckstrom, Forman voting yay and Commissioner Edwin voting yay, abstaining to the claim for the Credit Bureau of Albert Lea.

Chair, Commissioner Forman adjourned the meeting at 10:37 a.m. until 8:30 a.m. on Tuesday, April 4<sup>th</sup>, 2023.

By: \_\_\_\_\_  
John Forman  
Chair

Attest: \_\_\_\_\_  
Candace Pesch  
County Administrator/Clerk