

ADJOURNED MEETING OF THE COUNTY BOARD
May 2, 2023

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, May 2nd, 2023. Members present: Commissioners Forman, Edwin, Kaasa, Shoff and Eckstrom.

The meeting was opened with the Pledge of Allegiance.

Commissioner Shoff entered the following resolution;

RESOLVED, appointing Erin Hornberger as temporary permanent Clerk for the Freeborn County Board Meetings.

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

Commissioner Eckstrom offered the following motion;

MOVED, approving the agenda with the addition of the discussion of filling of the I.T. Director position.

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

Commissioner Kaasa offered the following resolution;

RESOLUTION No. 23-146
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 April 18th, 2023 minutes;
- 2) 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 Forman asked if there was any public comment and there was none.

Commissioner Shoff offered the following resolution;

RESOLVED, approving the Proposed Dates for the 2023 Budget Calendar.

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

Commissioner Edwin offered the following resolution;

RESOLUTION 23-148
RESOLUTION APPROVING OUT OF STATE TRAVEL FOR THREE VETERANS COURT STAFF

WHEREAS, Freeborn County runs the Third Judicial District Veterans Court program supported by a grant from the Bureau of Justice Programs, and;

WHEREAS, the grant provides for travel to the National Association of Drug Court Professionals for up to three individuals with 100% reimbursement to the county, and:

WHEREAS, this training is important to the staff, especially this year when we will have all three new staff in the respective positions of Veterans Court Coordinator and Veterans Court Case Managers, and;

WHEREAS, The Freeborn Court Board of Commissioners has the sole authority to vote to approve out-of-state travel for staff,

NOW, THEREFORE, BE IT RESOLVED that the Freeborn County Board of Commissioners approves the travel of Ashley Hall, Ben Babcock and Kati Carpenter to travel to the 2023 NADCP conference in June of 2023 in Houston Texas.

Resolution seconded by Commissioner Eckstrom.

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

Commissioner Kaasa offered the following resolution:

RESOLUTION 23-149

**CONTRACT BETWEEN FREEBORN COUNTY AND INDEPENDENT SCHOOL DISTRICT 2886
(GLENVILLE-EMMONS SCHOOLS) FOR ELECTION SERVICES**

This is a contract between the County of Freeborn (“County”) and Independent School District 2886– Glenville Emmons Schools (“School District”) for the provision of election services by Freeborn County.

I. Duration of Contract

This contract will be in effect for the period beginning May 3, 2023 and ending on November 1, 2023 and will apply to the election held on August 8, 2023.

II. County Responsibilities

Except as otherwise provided in this contract, the County will provide all services, equipment, and supplies as required to perform, on behalf of the School District, all election-related duties of the School District under the Minnesota election law, and other relevant state and federal laws. These duties will include but are not limited to:

- A. Coordinate School District election activities;
- B. Coordinate equipment and procedure training information for all head and other election judges for each polling location in Freeborn County;
- C. Provide refresher training materials for all head and other election judges for each polling location in Freeborn County;
- D. Operate, test, demonstrate, and provide technical support for all electronic voting systems in Freeborn County;
- E. Administer absentee voting;
- F. Coordinate absentee ballot board activities;
- G. Conduct absentee balloting;
- H. Provide election forms, supplies and other related materials;
- I. Conduct preliminary tests and public accuracy tests of voting systems in Freeborn County;
- J. Coordinate programming, layout and printing of ballots;
- K. Compile and report election results and election statistics to the appropriate canvassing boards and the public;
- L. Coordinate and conduct recounts for School District ballot questions if needed; and

III. School District Responsibilities

- A. Sign agreements so that Freeborn County is authorized to coordinate programming, layout and printing of ballots for precincts;
- B. Coordinate and provide final approval for polling locations;
- C. Provide maintenance vehicles for delivery of Election materials, ballots, voting stations and electronic voting systems to each polling location;
- D. Hire and coordinate election judges for said election and assign related tasks;
- E. Prepare election notices and arrange for publishing and/or posting;
- F. Designate principal contacts for election coordination;
- G. Be responsible for damage or theft to any voting system or ballot box;
- H. Retain final election records for at least 22 months following each election;
- I. Retain permanent archive of final election results;
- J. Conduct official canvass of election results following School District election;
- K. Provide the title and text in electronic format of School District questions to be placed on the ballot;
- L. Mail the notice to each household with a registered voter if location of polling place change is necessary as required by MS 204B.16, subd. 1a;
- M. Provide necessary claim forms for election judge payment and process said claim forms as appropriate.

IV. Material and Voting System Delivery & Collection

The County and School District will share responsibilities for delivery and collection of election materials, ballots, voting stations and electronic voting systems to each polling location in All Counties according to a separate, mutually-agreeable schedule;

V. Insurance

During the term of this contract, the School District will maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on the electronic voting systems for the repair or replacement of the voting equipment if damaged or stolen. The School District is responsible for any deductible under its policy. Otherwise, each party hereby waives and releases the other party, their employees, agents, officials and officers from all claims, liability and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other party.

VI. Indemnification

Each party to this contract will defend, hold harmless and indemnify the other parties, their officials, agents and employees from any liability, loss and damage it may suffer as a result of demands, claims, judgments or costs including, but not limited to, attorney's fees and disbursements, arising out of or related to the indemnifying party's performance or failure of performance under this contract. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this contract.

VII. Legal Representation

The County Attorney's Office shall advise and represent the County in all election-related matters, and the School District Attorney shall advise the School District on election-related matters. In addition, the School District's Attorney shall assist and cooperate with the County Attorney's Office as may be reasonably requested concerning matters covered by this Contract.

VIII. Election Costs and Payments

The School District shall make a payment to the County within thirty (30) days of the date on which the invoice is received. The total amount billed to the School District for 2023 Special Election services shall be one thousand five hundred dollars (\$1,500.00). This amount does include: the cost of postage associated with election activities including absentee voting, replacement ballots, election materials including absentee voting envelopes and polling location forms/supplies.

The amount of the contract does not include preparation and printing of ballots or equipment programming, or election judge salaries and expenses. All invoices and receipts related to all School District election ballots and equipment programming will be compiled by the County and submitted to the School District for reimbursement outside the administrative fee noted above. The School District is responsible for all election judge salaries and expenses related to School District elections and will provide the forms and processing necessary for payment to each judge.

IX. Recount Expenses

In the event of a recount, an agreement will be worked out between the County and the School District as to costs and payments; before recount activities begin.

X. Independent Contractor

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting the County as the employee of the School District for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents nor its representatives are employees of the School District. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments nor any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments and state income taxes are the responsibility of the County.

XI. Data Practices

All data created, collected, received, maintained or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

XII. Entire Agreement

This contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations. This contract cannot be changed altered or changed except as provided in a written agreement signed by all parties.

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 23-150

BE IT RESOLVED, that Freeborn County grants a tobacco license to the following applicant due to a change in ownership:

United Fuels Midwest LLC f/n/a Vet's Oil Company, Inc, Manchester Township.

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. 23-151
PLACING A PROPERTY ASSESSED CLEAN ENERGY (PACE) SPECIAL ASSESSMENT
ON FREEBORN COUNTY PARCEL 34.163.0030 IN THE AMOUNT OF \$800,000.00**

WHEREAS Freeborn County is a public entity within the State of Minnesota; and

WHEREAS the County of Freeborn, Minnesota has entered into a Joint Powers Agreement (JPA) with the St. Paul Port Authority to administer and implement the PACE program in Freeborn County, and

WHEREAS, As the administrator of PACE for Freeborn County, the Port Authority has reviewed this assessment and it has determined that the project property located at:

Owner: Northwest Development Group
Parcel ID: 34.163.0030
Amount assessed: \$800,000.00
Interest rate: 8.27%
Term: 20 years

conforms with the Minnesota PACE statutes. Interest, at a rate of 8.27%, will start to accrue on January 1, 2024. The assessment will amortize over a 20-year term, beginning in 2024. An amortization schedule as well as the PACE application requesting this assessment from the property owner is attached to this resolution,

NOW, THEREFORE, BE IT RESOLVED, that the Freeborn County Board Freeborn approves the placing of Property Assessed Clean Energy (PACE) special assessment on the above listed parcel as requested by the property owner.

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 23-152
AWARD OF CP 023-ENVS-998
Improvement of Concrete Driveway, Parking area,
and Drainage at Environmental Services Building.**

WHEREAS, the Freeborn County Highway Department has prepared plans for the improvement of the Environmental Services Building site located at 2020 Pioneer Trail in Albert Lea; and

WHEREAS, the Freeborn County Highway Department solicited quotations from two contractors and has evaluated the quotations and recommends the low quotation submitted by Jensen Excavating; and

WHEREAS, the procurement policy requires board approval for contracts over \$100,000.

NOW, THEREFORE BE IT RESOLVED, to award the low bid from Jensen Excavating and Trucking of Albert Lea in the amount of \$115,000 for project CP 023-ENVS-998.

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 23-153

ACCEPTING THE RESIGNATION OF KAYLA BREMER

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; Kayla Bremer has been employed as a Deputy Recorder since May 14th, 2013 and is resigning her position effective December 31st, 2023,

NOW, THEREFORE BE IT RESOLVED, to accept the resignation of Kayla Bremer as a Freeborn County effective on or about March 31st, 2023.

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 23-154

PERMISSION TO FILL THE FREEBORN COUNTY DEPUTY RECORDER 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, Kayla Bremer, Freeborn County Deputy Recorder has resigned her position effective December 31st, 2023;

NOW, THEREFORE BE IT RESOLVED, that the board approves the filling of the vacant Freeborn County Deputy Recorder 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:

RESOLUTION 23-155

SETTING THE INTERIM, I.T. DIRECTOR'S SALARY

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

WHEREAS, Freeborn County has placed Tim Fulton as the Interim I.T. Director at a Grade 18 Step 5, effective as of March 27th, 2023

Resolution was seconded by Commissioner Kaasa.

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

Next on the agenda was County Commissioner items and the discussion of Human Resources Manager position, candidate reviewing and interview process regarding Doherty. A discussion was had about how the County Board would like to move forward in the hiring and interviewing process. In reviewing the applications, the panel should be blindly processed. It was clarified that the Personnel Committee would vet the applicants.

Mike Humpal from South Central Services Cooperative attended to make some recommendations for going forward for the Board and to answer any questions about the process and brought forward a draft timeline of the process.

Commissioner Shoff asks if there are any comments from the staff. Phil Walcholz, Highway points out reminders and concerns regarding the open meeting law and cautions checking with the County Attorney on those laws before meeting with Mike Humpal. He also brings concern to after the Director of Personnel position was realigned whether or not the County Administrators job description was fully revised and states that it should be reviewed before advertising the position. Phil also states that the 6-month timeline would be very tough.

The Board agrees that they will meet with Mike Humpal one on one, only to discuss what each of them is looking for in a candidate.

Commissioner Shoff suggests extending the duration of the agreement from today's date to October 31st, 2023. Mike Humpal will get a new agreement that will start May 2, 2023 and for the next 8 months, or however long the process is going to take. Mike suggests a resolution starting today until November 2023.

Commissioner Shoff offered the following resolution:

RESOLVED, extending the SCSC contract from May 2nd, 2023 to October 31st, 2023.

Resolution was seconded by Commissioner Edwin.

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

There was a discussion regarding the hiring of the HR manager being done in-house.

Commissioner Shoff offered the following resolution:

RESOLVED, having the Personnel Committee, two Department Heads, and a Human Resources professional to participate in the review for the hiring process of the Human Resources 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:

RESOLVED, having the Personnel Committee, two Department Heads, and an I.T. professional to participate in the review for the hiring process of the I.T. Director.

Resolution was seconded by Commissioner Eckstrom.

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

Commissioner Shoff offered the following resolution:

RESOLUTION No. 23-159

Approval of Claims

RESOLVED, that the following claims be allowed and paid on or before May 5th, 2023.

<u>FUND</u>	<u>NAME</u>	<u>AMOUNT</u>
01	General Fund	\$ 487,489.62
03	County Road & Bridge	\$ 417,148.08
05	Human Services	\$ 160,986.06
06	Public Health	\$ 56,637.97
31	Capital Improvements	\$ 69,807.46
40	County Ditch	\$ 56,056.82
70	Trust & Agency	\$ 19,883.80
73	Payroll Clearing Fund	\$ 27,827.82
74	Turtle Creek Watershed	\$ 1,350.00
	FUND TOTALS	\$1,297,187.63

Number of Claims not exceeding \$300 – 66

Dollar amount of claims not exceeding \$300 – \$7,065.46

Resolution seconded by Commissioner Kaasa.

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

Chair, Commissioner Forman adjourned the meeting at 9:51 a.m. until 8:30 a.m. on Tuesday, May 16, 2023.

By: _____
John Forman
Chair

Attest: _____
Erin Hornberger
Clerk