

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: July 27, 2021

9:04 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Teresa Walter, and Greg Myhre

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, Public Health and Human Services Director John Pugleasa, Zoning Administrator/Interim Environmental Services Director Amelia Meiners Board Clerk/EDA Director Allison Wagner, Engineer Brian Pogodzinski, Interim Recorder Mary Betz, Houston County Historical Society President Shirley Johnson, Houston County Historical Society Vice President Deborah Wray, AFNR Extension Ag Intern Kendra Waldenberger, Extension Educator Michael Cruse

Presiding: Chairperson Burns

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Severson, seconded by Commissioner Myhre, motion unanimously carried to approve the agenda.

Motion was made by Commissioner Johnson, seconded by Commissioner Severson, motion unanimously carried to approve the board meeting minutes from July 13, 2021.

Motion was made by Commissioner Myhre, seconded by Commissioner Walter, motion unanimously carried to approve the workgroup meeting minutes from July 20, 2021.

Public Comment: No public comments were made.

CONSENT AGENDA

Commissioner Walter moved, Commissioner Severson seconded, motion unanimously carried to approve the consent agenda. Items approved are listed below.

- 1) Review Annual Disclosure Tax Increment Districts for the year ended December 31, 2020 for the City of Caledonia presented by David Drown Associates, Inc. Public Finance Advisors. (Trehus)
- 2) Initiate a competitive search for an Environmental Services Director, D-61. (Kruger)
- 3) Accept the resignation of Dustin Rask, Maintenance Specialist, effective July 23, 2021. (Kruger)
- 4) Initiate a competitive search for a Maintenance Specialist, B-23. (Kruger)
- 5) Change the employment status of Adam Heberlein, Highway Sign Specialist, from probationary to regular, effective August 3, 2021. (Kruger)
- 6) Change Lauren Felten's, B-21, Step placement to Step 2 effective August 1, 2021 (Note, Ms. Felten was hired as a 67 day employee and is not on a pay grid. Ms. Felten has been employed since 4/01/2019.) (Kruger)
- 7) Initiate a competitive search for a Lead Social Worker – Children's Service, C-42 (No increase to Social Services unit staff FTE) (Kruger)
- 8) Approve ABC Woodland contract amendment - This amendment will correct an error on the original rate sheet, and also recognize a corporate name change. (Pugleasa)
- 9) Approve Airport Ground Lease Agreements effective 7-1-21 for the period of five years ending 7-1-26. (Trehus)
- 10) Approve LG214 Premises Permit Application for Country Climbers Snowmobile Club at the site of the La Crescent Snowmobile Club to conduct gambling activities with pull tab sales and bingo. Resolution No. 21-35. (Trehus) Resolution is below.

RESOLUTION NO. 21-35

MINNESOTA LAWFUL GAMBLING PERMIT APPROVAL COUNTRY CLIMBERS SNOWMOBILE CLUB

July 27, 2021

BE IT RESOLVED, the Houston County Board of Commissioners does hereby approve the Minnesota Lawful Gambling Application LG214 for Country Climbers Snowmobile Club for gambling activities to be conducted at the La Crescent Snowmobile Club in La Crescent Township, with no waiting period.

APPOINTMENTS

Houston County Historical Society President Shirley Johnson and Houston County Historical Society Vice President Deborah Wray gave a Houston County Historical Society presentation to the board. They thanked the County for its continued support of the Historical Society. Johnson said the year prior had been a difficult one for the Historical Society due to the pandemic. They would not be asking for any funding increases for the next year. They shared that the Historical Society's purpose is to maintain the history of the County. The Historical Society has several properties they manage including buildings at the Houston County Fairgrounds, a church in Brownsville, and a museum in Eitzen. They would be doing some touch

up work on the properties in the coming year. They were also working on several new displays. The Historical Society had all volunteers. Wray said they were always looking for more volunteers. Johnson and Wray also shared with the board that they were contemplating fixing the Barnyard Friends Building at the Fairgrounds or removing it. The building was in need of extensive repairs. They would be reaching out to the public to receive feedback on what to do with the building, and were also interested in old photos of the building. The Commissioners thanked the Houston County Historical Society volunteers for their work.

AFNR Extension Ag Intern Kendra Waldenberger, a student from the University of Minnesota, presented her work to the board. She was the first Extension intern in Houston County. Over the summer she had assisted Ag Educator Michael Cruse with several County projects. Her duties included helping with Farm Safety Day, working on weekly agriculture articles that were published in the Caledonia Argus, and creating the 2021 Farm Family of the Year video featuring the Wiste Family Farm. Waldenberger shared the video with the board. She said she had enjoyed her time as the AFNR Extension Ag Intern. The Commissioners thanked her for her work.

ACTION ITEMS

File No. 1 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to approve per diem payment for Parks Committee Members Dick Walter and Dennis Yeiter at \$30 per meeting retroactive to 2017. Walter had participated in 15 meetings, while Yeiter had participated in two meetings.

File No. 2 – Commissioner Myhre moved, Commissioner Severson seconded, motion carried 4-1 with Commissioner Johnson voting no to approve a \$50.00 payment to each County staff person for County Staff Appreciation Day. Commissioner Walter suggested using American Rescue Plan Dollars to give each County staff person a \$50.00 check or gift card. Commissioner Johnson said he appreciated all the work the County staff had put in over the last year, but he did not think using taxpayer dollars for a direct payment to staff was a good use of funds. Commissioner Johnson also stated he had read a rule in the American Rescue Plan dollars that essential worker payments could not be paid out to essential workers who had the option of teleworking, and some of the County staff had been able to work from home. Finance Director Lapham said that rather than doing an essential worker payment there were some funds that could be used as an appreciation payment. There were some excess funds because of CARES Act dollars being used to help pay some County workers during the pandemic. Commissioners decided 4 to 1, with Commissioner Johnson opposing the idea, to pay workers with the County funds.

File No. 3 – Commissioner Walter moved, Commissioner Severson seconded, motion unanimously carried to approve the FAA Grant Closeout Report with the Master Plan Airport Layout Plan Update and approve Brian Pogodzinski's signature.

File No. 4 – Commissioner Myhre moved, Commissioner Severson seconded, motion carried 4-1 with Commissioner Johnson voting no to approve Change Order No. 12 for the Highway Facility. Pogodzinski said the change would essentially eliminate all but \$250.00 of the costs associated with Change Order No. 5.

File No. 5 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve item 9E: Concrete Polishing to Winsor Co in the amount of \$6,255.00.

File No. 6 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to approve Asphalt Paving to Dunn Blacktop in the amount of \$369,666.64.

DISCUSSION ITEMS

Chairperson Burns reported he had attended a Department Head Meeting and an Association of Minnesota Counties (AMC) meeting. He said some counties were considering using American Rescue Plan dollars on childcare and housing needs.

Chairperson Burns suggested the County consider creating an RFP to search for a company to come in and help the County make operations more efficient. Lapham said she thought this was a service that was offered by AMC. Commissioners discussed the idea. It was the general consensus of the board to first create an internal spreadsheet for County staff to track daily tasks. After some internal tracking was done they would revisit the idea of bringing in a third party to help streamline processes. During the discussion Commissioners also discussed having department heads that were appointed vs. elected. When an elected position is vacated counties can consider making that position appointed instead of elected, however a public hearing process is needed to make the change. No decisions were made on the matter.

Commissioners Walter said she had attended a Brownsville Township meeting regarding the Township's recycling services. She said the Township decided to have residents pay for their own recycling services.

Commissioner Johnson said that Houston Hoedown Days was a success, and it was nice to see people out and about again.

Public Comment: No public comments were made.

There being no further business at 11:34 a.m., a motion was made by Commissioner Myhre, seconded by Commissioner Severson, motion unanimously carried to adjourn the meeting. The next meeting would be regular board meeting on August 3, 2021.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

Houston County Agenda Request Form

Date Submitted: 7/29/2021

Person requesting appointment with County Board: John Pugleasa, Director Public Health & Human Services

Will you be doing a power point or video presentation: _____ Yes ___ X NO

Issue:

Guardianship contract: Kathie Rogich

Attachments/Documentation for the Board's Review:

Soft copy of Contract for review and two copies of contract for signature

Justification:

Action Requested:

Review contract and approve as presented

For County Use Only			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning/Environmental Service
	_____ Finance Director	_____ County Engineer	_____ HR/Personnel
	_____ IS Director	_____ Other (indicate dept)	_____
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as the "County" and **Kathie Rogich**, 312 Decorah Street, Caledonia, MN 55921, hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services had identified a need for Guardianship/Conservator services and related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who has demonstrated deficits in behavior which evidence an inability to meet personal need for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the appointment concerning the person's estate or financial affairs, has demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs effectively by reason of detention by a foreign power or disappearance.

WHEREAS, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01-252A.21;

WHEREAS, the County wishes to purchase such program services from the Provider;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Houston County and Provider agree as follows:

Term

The term of this Agreement shall be from January 1, 2021 through December 31, 2022. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

Services:

1. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Houston County agrees to purchase, and the Provider agrees to furnish the following services:

SERVICE DESCRIPTION

BRASS CODE

59509
69500
61600
51600

SERVICE DESCRIPTION

Guardianship/Conservatorship (DD)
Guardianship/Conservatorship (Adult)
Transportation/Mileage (Adult)
Transportation/Mileage (DD)

Cost and Delivery of Purchased Services:

2. The amount paid for service will be billable at \$120.00 per month for the term of the Agreement. Service descriptive and number of units for each client will be authorized by an Individual Service Agreement.
3. The per month fee stated above includes administrative services as are reasonably or necessarily incurred by the Provider including documents, reports, mileage (unless otherwise pre-approved by a Houston County Case Manager), phone calls, certificates, etc. as required by this Agreement. See Attachment A for details.
4. When emergency guardianship and/or conservatorship are filed by the courts, which can last anywhere from 60-90 days, Provider will be paid \$52.00 per hour for up to 10 hours per month.

Eligibility for Services:

- a. Service eligibility will be determined according to the criteria established by the County.
- b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of the County.
- c. The County shall determine an indigent client AND the category of complexity shall be assigned by the County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by the County prior to start of service. Service level is subject to negotiation by Provider and County in the light of actual experience with the client and/or changing circumstances.

Payment for Purchased Services:

- a. The Provider shall within ten (10) working days following the last day of each month, submit a county approved invoice for purchased services to the County. The invoice shall show client name, address, case number and a detailed listing of the service(s) provided. The details must include hours or partial hours for each service provided. The County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed.
- b. The Provider further acknowledges that bills must be current and timely. The Provider acknowledges that there will be a reduction of 50% of the total amount billable, on bills submitted for payment more than 3 months after date of service.
- c. If the ward/conservatee has a monthly income and is:
 - c.1) Receiving Minnesota Supplemental Aid (MSA) and not residing in Nursing Home or Regional Treatment Center or
 - c.2) Receives Housing Support benefits or

c.3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services,

The Conservator/Guardian shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$120.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds the County payment amount, there will be no County payment to Provider.

Records

- a. The Provider shall maintain such records and provide the County (DD and/or MH Unit) with financial, statistical and service reports as the County may require for accountability.
- b. Per MN Statute 16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years. Provider shall inform the County the address of where records shall be located.
- c. The Provider agrees to cooperate in evaluative and/or outcome efforts as required by the County.

Independent Contractor

- a. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the county and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County; and the Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- b. It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with the County. And nor shall the Provider, its employees, agents, and representatives be considered employees, agents and representatives of the County.

Provider Standards and Licenses

- a. The Provider shall furnish to the County a background resume to include the following: professional and personal credentials for guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.
- b. The Provider will annually authorize the County to perform a background check under the Criminal Justice Information System for evidence of maltreatment of adults, vulnerable adults, and any criminal exploitation. The Provider will be required to consent to a background check (local and state) prior to a contract being issued.
- c. Provider will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur, if applicable.
- d. When required, the Provider shall remain licensed by the State during the term of this Agreement. The County will only pay for contracted services provided pursuant to such licensing requirements.
- e. When licensing is required, the revocation of the license shall be the cause for cancellation of this Agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this Agreement notwithstanding.
- f. The Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- g. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a-f as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

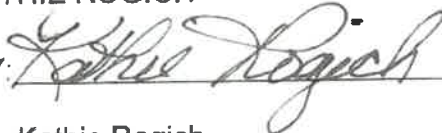
Safeguard of Client Information:

The use or disclosure by the Provider of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of the County or Providers responsibility with respect to the Purchased Services hereunder is prohibited except upon written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Houston County and the Provider have executed this Agreement as of the day and year first written above.

KATHIE ROGICH


BY: 
Kathie Rogich

DATED: 2-1-21

Approved as to Form and Execution:

BY: 
Houston County Attorney

DATED: 6-17-21

BY: 
Chairperson
Houston County Board of Commissioners

DATED: _____

BY: 
John Pugliese, Director
Houston County Human Services

DATED: 6/16/21

Houston County's Conservatorship/Guardianship Service Definition

A guardian or conservator:

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other interdisciplinary team members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

Duties for Guardian/Conservators:

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
- Communicate with interdisciplinary team members regarding decisions made

Conservator:

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

Guardian:

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s).

General:

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to the County

Rates:

The reimbursement rate for all services is \$120.00 per month. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

Service Agreements:

Individual Service Agreements will authorize the amount and frequency of service to be provided to each client. Guardians/conservators cannot exceed the authorized amount of service to be provided without having received prior approval from the involved social worker, or designee, to do so.

Billing:

Guardian/Conservator time should be billed in 15-minute increments. Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly. Guardians/Conservators must also meet "end of the year" budget deadlines in order to be paid for December.