

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota }
County of Kanabec }
Office of the County Coordinator

August 16, 2006

The Kanabec County Board of Commissioners met at 9:00am on Wednesday, August 16, 2006 pursuant to adjournment with the following Board Members present: Stan Cooper, Kathi Ellis, Dennis McNally, Jerry Nelson, and Les Nielsen.

The Chairperson led the assembly in the Pledge of Allegiance.

Action #1 - It was moved by Jerry Nelson, seconded by Dennis McNally, and carried unanimously to approve the agenda as presented.

Action #2 - It was moved by Kathi Ellis, seconded by Jerry Nelson, and carried unanimously to approve the August 9, 2006 minutes of the Kanabec County Board of Commissioners as corrected:

- a. Correct Action PH6 to include the Ogilvie Schools.
- b. Action #10 - add the word 'land' immediately after "to purchase the".

Action #3 - It was moved by Jerry Nelson, seconded by Kathi Ellis, and carried unanimously to recess the board meeting at 9:06am to a time immediately following the Human Service Board.

The Kanabec County **Human Service Board** met at **9:06am** on Wednesday, August 16, 2006 pursuant to adjournment with the following Board Members present: Kathi Ellis, Les Nielsen, Jerry Nelson, Stan Cooper and Dennis McNally. Wendy Thompson, Acting Family Service Agency Director, presented the Human Services agenda. Items discussed included the budget, staffing, finances, and other agency business.

Action #HS4 - It was moved by Jerry Nelson, seconded by Stan Cooper, and carried unanimously to approve the agenda of the Human Service Board as presented.

Action #HS5 - It was moved by Jerry Nelson, seconded by Kathi Ellis, and carried unanimously to adopt the following Civil Rights Plan as Kanabec County Policy for the Family Service Agency:

KANABEC COUNTY FAMILY SERVICE AGENCY CIVIL RIGHTS PLAN

905 Forest Avenue East, Suite 150
MORA, MN 55051
Phone: 320-679-6384

FAX: 320-679-6351

TTY: 320-679-6387

Copies of the plan are posted on the bulletin board in the reception area.

Director
ADA/504 Contact Person
Kanabec County Family Services
905 Forest Avenue East, Suite 150
Mora, MN 55051
Phone: 320-679-6352
Fax: 320-679-6351
TTY: 320-679-6387

Purpose

The purpose of this civil rights plan is to comply with federal civil rights laws as a recipient of federal financial assistance from the U.S. Departments of Health and Human Services and Agriculture and inform agency staff of their legal obligations and applicants and clients for services of their rights.

Equal Opportunity Policy

It is the policy of Kanabec County Family Services to treat all applicants, clients and members of the public equally and without regard to race, color, national origin, creed, sex, religion, age, disability, sexual orientation, political belief, or status relative to public assistance while applying for or receiving human services, you may file a written complaint with Kanabec County Family Services.

Complaint Resolution Procedure

If you prefer to file your complaint with an agency other than with Kanabec County or the Department of Human Services, you may file a written complaint with:

Minnesota Department of Human Rights
190 E. Fifth Street
St. Paul, MN 55101
(800) 657-3704 (Voice)
(651) 296-1283 (TTY/TDD)

Office of Civil Rights
U.S. Department of Health and Human Services, Region V
233 N. Michigan Avenue, Suite 240
Chicago, IL 60601
(312) 886-2359 (Voice)
(312) 353-5693 (TTY/TDD)

U.S. Department of Agriculture (USDA)
Director, Office of Civil Rights
Room 326-W, Whitten Building
1400 Independence Avenue SW
Washington, D.C. 20250-9410
(202) 720-5964 (Voice and TTY/TDD)

You must file a written complaint within 1 year of the alleged discrimination. Kanabec County Family Services may extend the 1 year period if good cause for not filing sooner exists according to Kanabec County Family Services. This means you must complete and sign a Kanabec County Family Service complaint form. To request a discrimination complaint form, call or write to:

Director
ADA/504 Contact Person
Kanabec County Family Services
905 Forest Avenue East, Suite 150
Mora, MN 55051
Phone: 320-679-6352
Fax: 320-679-6351

Once you have filed your complaint, the institution or agency named in the complaint cannot retaliate against you or any person who provides information about your complaint. If you experience retaliation because you filed a discrimination complaint or provided information about a complaint, immediately notify the Kanabec County Family Services Director and report what happened.

Upon receiving your complaint, the Kanabec County Family Services Director will review it and notify you in writing, within 10 days, regarding whether it has authority to investigate. If there is authority to investigate, the Kanabec County Family Services Director will conduct a prompt and thorough investigation to determine whether or not the facts support a finding of discrimination.

If Kanabec County Family Services concludes that the facts support a finding of discrimination, appropriate action will be taken to correct the discriminatory practice and to prevent it from reoccurring.

Kanabec County Family Services will notify you in writing of the outcome of the investigation within 8 weeks of filing the complaint.

SPECIAL NEEDS

This information is available in other forms to people with disabilities by contacting us at (320) 679-6350 (voice), (320) 679-6387 (TDD) or through Minnesota Relay Service at (800) 627-3529 or (877) 627-3848 (Speech-to-Speech Relay Service).

Upon request, DHS will make its complaint procedure available in other useable media. DHS will also furnish qualified interpreters (and/or translators for complainants) with limited English proficiency as well as for persons with communication impairments.

LEGAL REFERENCES

Title VI of the Civil Rights Act of 1964

Statutory Citation: 42 USC 2000d et seq.

Regulatory Citation: 45 CFR Part 80

Federal Register Citation: 68 Fed. Reg. 47311 (2003);

Section 504 of the Rehabilitation Act of 1973

Statutory Citation: 29 USC 794

Regulatory Citation: 45 CFR Part 84

Americans with Disabilities Act of 1990, Title II

Statutory Citation: 42 USC 12131

Regulatory Citation: 28 CFR Part 35

Age Discrimination Act of 1975

Statutory Citation: 42 USC 6101

Regulatory Citation: 45 CFR Part 91

Community Service Assurance Provision of the Hill-Burton Act

Statutory Citation: 42 USC 291 et seq.

Regulatory Citation: 45 CFR Part 124

Nondiscrimination Provisions of the Omnibus Budget Reconciliation Act of 1981 (Federal Block Grants)

Statutory Citation: 42 USC 300w et seq., 300x et seq., 300y et seq., 701 et seq., 9901 et seq., 8621 et seq., and 1397 et seq.

Family Violence Prevention and Services Act

Statutory Citation: 42 USC 10406

Multiethnic Placement Act of 1994 As Amended by the Interethnic Adoption Provisions of 1996 Regulatory Citation: 45 CFR 1355.38

Food Stamp Act of 1977

Statutory Citation: 7 USC 2011 et seq.

Nondiscrimination Compliance Requirements in the Food Stamp Program, Food and Nutrition Services, U.S. Department of Agriculture

Regulatory Citation: 7 CFR Part 272.6

Bilingual Requirements in the Food Stamp Program, Food and Nutrition Service, U.S. Department of Agriculture

Regulatory Citation: 7 CFR Part 272.4

FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities, Food and Nutrition Services, U.S. Department of Agriculture (2005)

Kanabec County Family Service Department will use this form to notify the Minnesota Department of Human Services of service delivery civil rights complaints filed on the county agency level. Notification will take place within 90 days of receipt of the complaint.

**COUNTY HUMAN SERVICE AGENCY COMPLAINT
NOTIFICATION FORM
COMPLAINTS ALLEGING DISCRIMINATION IN SERVICE
DELIVERY**

COMPLAINT NOTIFICATION FORM
PAGE 2

5. If a policy or procedure had a discriminatory effect on applicants or clients, identify the policy/procedure and describe the discriminatory effect it had:

6. Identify any witnesses to the alleged discrimination. Witnesses are people who observed the alleged discrimination. Provide their names, addresses, telephone numbers and titles:

7. Give the dates when the alleged discrimination happened and if it was continuing, give the duration of each incident:

8. Investigation findings:

9. If applicable, corrective action recommended and taken:

CONTACT INFORMATION: DHS Civil Rights Coordinator
Minnesota Department of Human Services
Office for Equal Opportunity
P.O. Box 64997
St. Paul, MN 55164-0997
651-431-3040 (voice)
651-431-7444 (fax)
651-431-3041 (TTY/TDD)

DHS Brochure: Do you have a disability?

Kanabec County Family Service Department will adopt DHS Brochure: Do you have a disability? This brochure is DHS document DHS—4133-ENG. The brochure is an Americans with Disabilities brochure that provides required disability rights information for the public. This brochure itself will be posted on the bulletin board in the reception area right next to a copy of this comprehensive civil rights plan. Additionally, this document will be included in all rights and responsibilities information packets that go out to the public and/or to applicants for services.

See DHS Brochure: Do you have a disability? (DHS—4133-ENG) in the appendix to this plan. [Give appendix designation]

LEP Plan

A copy of Kanabec County Family Service Department's LEP Plan is completed and up to date and is include as an attachment to this plan. [Give appendix designation and send me an electronic copy of the LEP plan.]

**MINNESOTA DEPARTMENT OF HUMAN SERVICES
2006 CIVIL RIGHTS ASSURANCE AGREEMENT**

ASSURANCE OF COMPLIANCE FOR MINNESOTA COUNTY HUMAN SERVICES AGENCIES WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1993, THE AGE DISCRIMINATION ACT OF 1975 AND THE FOOD STAMP ACT OF 1977

The county agency provides this assurance in consideration of and for the purpose of maintaining its receipt of federal financial assistance from the United States Departments of Health and Human Services and Agriculture. The county agency agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and that it is binding upon the county agency, its successors, transferees and assignees for a period of two years, January 2006 through December 2007, during which the assistance is provided.

THE COUNTY AGENCY AGREES THAT IT WILL COMPLY WITH:

1. *Title VI of the Civil Rights Act of 1964* (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80). In accordance with Title VI and its implementing regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the county agency receives federal financial assistance from the Department of Health and Human Services.
2. *Section 504 of the Rehabilitation Act of 1973* (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 84). In accordance with Section 504 and the regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination

under any program or activity for which the county agency receives federal financial assistance from the Department of Health and Human Services.

3. *The Age Discrimination Act of 1975* (Pub. L. 94-195), as amended, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 91). In accordance with the Age Discrimination Act and the regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the county agency receives federal financial assistance from the Department of Health and Human Services.
4. *The Food Stamp Act of 1977* (Pub. L. 95-113), as amended, and all requirement imposed by or pursuant to the Food and Nutrition Service (FNS) Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities of the Department of Agriculture which derives authority from the Food Stamp Act, the Department of Agriculture regulation implementing Title VI (7 C.F.R. Part 15 Subpart A and Subpart C) and the regulations implementing Section 504 and the Age Discrimination Act. In accordance with the Food Stamp Act and FNS Instruction 113-1, the Food Support Program is committed to assuring that no person in the United States shall, on the ground of race, color, national origin, age, sex, disability, political beliefs or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Food Support Program. FNS Instruction 113-1 requires that each local agency obtain a written civil right assurance of compliance, and to assure compliance, Department of Agriculture personnel must be allowed access to county agency records, books and accounts as needed during normal work hours.
5. Pursuant to the Civil Rights Plan for the Minnesota Department of Human Services (DHS), DHS shall have access to private and/or confidential data maintained by the county agency or other sub-recipient of federal financial assistance to the extent necessary to conduct a full and complete investigation into any complaint of discrimination. DHS agrees to comply with all requirements of the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13.01 *et seq.*). No private and/or confidential data collected, maintained or used in the course of an investigation shall be disseminated except as authorized by statute, either during the period of the investigation or thereafter.

Action #HS6 - It was moved by Jerry Nelson, seconded by Kathi Ellis, and carried unanimously to adopt the Minnesota Merit System “Affirmative Action and Equal Opportunity” plan as Kanabec County Policy for the Family Service Agency:

Action #HS7 - It was moved by Jerry Nelson, seconded by Kathi Ellis, and carried unanimously to approve the following equipment purchases for the Family Service Agency:

- Shelving for Closet – Shelving for storage closet from Global Supply at \$ 518.80
 - Keyboard trays – 38 keyboard trays at \$193.30 each
- | | | |
|--|--------------------------|-------------------|
| | \$173.60 x 38 = | \$6,596.80 |
| | Total Equipment = | \$7,115.60 |

Action #HS8 - It was moved by Kathi Ellis, seconded by Jerry Nelson, and carried unanimously to approve the following Billing Services Agreement:

BILLING SERVICES AGREEMENT
between
KANABEC COUNTY PUBLIC HEALTH
and
KANABEC COUNTY FAMILY SERVICES AGENCY

This Agreement is effective the 1st day of January, 2006 by and between Kanabec County Public Health (hereinafter "Contractor") with its place of business at 905 Forest Avenue East, Suite 127, Mora, MN 55051 and Kanabec County Family Services Agency (hereinafter "County") with its principal place of business at 905 Forest Avenue East, Suite 150, Mora, MN 55051.

RECITALS

WHEREAS, Kanabec County Public Health provides, and bills third party payers, for services rendered by and on behalf of its agency, and

WHEREAS, Kanabec County Family Services Agency has purchased, and desires to continue to purchase certain Behavioral Health Services from Independent Contractors licensed to provide such services in the state of Minnesota, and

WHEREAS, Kanabec County Family Services Agency desires to provide for, or arrange for the billing of Behavioral Health services provided by all or some of the Independent Contractors with whom the county agency intends to contract, and

WHEREAS, Kanabec County Public Health desires to provide these billing services and Kanabec County Family Services Agency desires to purchase such billing services from Kanabec County Public Health,

NOW THEREFORE, it is agreed as follows:

1. TERM OF AGREEMENT

The term of this Agreement shall be one (1) year commencing on the date of the Agreement, and shall be automatically renewed for one (1) year periods thereafter, but may be revised by mutual agreement of the parties at the annual renewal time. After the first nine (9) months of the Agreement, either party may, upon a ninety (90) day written notice, terminate this Agreement, with or without cause and without penalty, effective on a date which is one (1) year or more after the commencement of this Agreement.

2. DUTIES AND RESPONSIBILITIES OF PUBLIC HEALTH ("CONTRACTOR")

A. Basic Services

During the term of this Agreement, Contractor will furnish to County the services designated in Exhibit A, attached hereto. In addition, Contractor may, upon request of County, provide additional services, which are not specifically covered by this Agreement. If additional services are requested by County, Contractor will confirm such request in writing or email with County, including the costs,

if any. In the event County requests additional services to be provided by Contractor, and Contractor agrees to provide additional services, the parties agree to amend this agreement no later than 30 days after Contractor commences to provide the additional services.

B. Confidentiality

Contractor agrees not to provide access to any County information or County patient data in any form to anyone who is not an agent of the County, except at the express written direction of the County. County and Contractor agree to comply with all applicable State and Federal laws concerning patient privacy including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This provision shall survive the termination of the Agreement.

C. County Name for Services

In performing the services provided for in this Agreement, Contractor will conduct its work under the County's name: Kanabec County Family Services Agency. This includes all written documents, telephone communications on behalf of County, and other forms of communication including email and fax.

D. Applicable Billing Laws

County and Contractor agree to comply with all applicable Federal and State Regulations pertaining to Medical Coding and Billing, including the use of the applicable Provider Manual and the appropriate and acceptable use of ICD-9, CPT-4 HCPCS and Brass Codes. County shall certify that codes submitted accurately and completely reflect the services provided.

E. Credit and Collection Policy

County will review Contractor's Credit Collection policy currently in use in Contractor's operations and will advise Contractor as to the adequacy of the policy as relates to County's operations and needs. County and Contractor agree to work collaboratively to implement a credit collection policy suitable for County.

F. Source Documents

County's source documents required by Contractor to perform the services under this Agreement will be returned to the County within 30 days after Contractor completes its work with those documents. Storage of County's source documents in paper or data format for the required retention period is the responsibility of the County. County agrees to make such archived documents available to the Contractor's staff as needed, with reasonable notice by Contractor to County of the need for these documents.

G. Billing Performance Meetings

Contractor agrees to meet with County at least one (1) time per month during the first three months of this Agreement to assess the progress, processes and goals towards implementation, and at least once per quarter thereafter during the first year of this Agreement to assess and review the performance of Contractor in meeting the billing needs of County.

3. DUTIES AND RESPONSIBILITIES OF SOCIAL SERVICES ("COUNTY")

A. General

1. On a timely and accurate basis, County will provide all data needed by Contractor to effectively render the services identified in this Agreement including, but not limited to, patient demographic and insurance information, diagnoses and services provided. County agrees to ensure the documents provided to Contractor are legible, accurate, and complete. County can provide these documents by fax, via US Mail or delivered to Contractor by a courier service, at County's expense.
2. Current versions of standard coding for diagnosis services must be used in all cases, specifically applicable standard DSM, ICD-9, CPT, and HCPCS coding format. County is responsible for ensuring data provided is in compliance with the then-current year standards and guidelines.
3. Meet with Contractor personnel, as required, to review periodic status reports and items related to the effective management of the work covered by this Agreement.
4. Provide annual, written updates to County's fee schedule or charge master at least thirty (30) days in advance of their scheduled effective date. Interim individual fee or charge master changes may be made by Contractor only as they are requested by County. All changes to County's fee schedule, whether interim, or permanent changes will be communicated to Contractor, by County, in writing.
5. County agrees to provide to Contractor copies of medical records and other such documents as needed by Contractor to effectively process, re-submit and/or appeal actions taken by any payer on any individual claim, on behalf of County.
6. Inform Contractor in writing thirty (30) days in advance of any changes in billing requirements.
7. County will be solely responsible for completion of necessary credentialing of its employed and contracted providers and will provide Contractor with the specific provider information necessary to complete and submit the billing form for each service rendered.
8. Completion and submission of all required tax forms including Minnesota Care Tax verification and filing.

B. Compensation to Contractor

1. County agrees to compensate Contractor for services rendered pursuant to this Agreement in accordance with the provisions of attached Exhibit A, and other Exhibits or Amendments.
2. Contractor will invoice County monthly, no later than 10 days following the end of the billing month.
3. Payment to Contractor will be due and payable within thirty (30) days of the billing date.

4. ADDITIONAL TERMS AND CONDITIONS

A. Indemnification, Waiver and Limitation of Liability

The parties agree to indemnify, defend and hold each other harmless from and against any and all liabilities, losses, damages, claims, demands, causes of action, costs and expenses connected therewith, including reasonable attorney's fees, arising from or with respect to any services or matters that are subjects of this agreement. Notwithstanding anything set forth in the preceding sentence, neither party shall be liable under the foregoing indemnity agreement in respect to any liabilities, losses, damages, claims, demands, causes of action or costs and expenses connected therewith to the extent that a court having jurisdiction shall have determined by a final judgment that such liabilities, losses, damages, claims, demands, causes of action, or costs and expenses connected therewith resulted from the gross negligence, omission or any intentional misconduct of other party or its affiliates. This provision shall survive the termination of the Agreement.

B. Confidentiality

County agrees not to provide access to Contractor products, procedures or billing resources to any party not acting as a direct agent of County. County further agrees to make every reasonable effort to protect the confidentiality of any original or reproduced form of Contractor's products, reports, or other materials with or without copyrights or trademark notices. This provision shall survive the termination of the Agreement.

C. Binding Effect and Assignment

The terms and conditions of this Agreement will be binding upon and inure to the benefit of County, Contractor, and their respective successors and assigns, provided, however, that this Agreement may not be assigned by either party, without the prior written approval of the other.

D. Severability

Should any provision of this Agreement be held to be invalid or unenforceable, the balance of this Agreement shall remain in full force as if the unenforceable part did not exist.

E. Arbitration

Any disputes under this Agreement shall be submitted first to non-binding Arbitration before a single, independent arbitrator selected by the parties. All expenses of such an arbitrator shall be paid equally by the parties. If a notice of termination has been given pursuant to Section 2 above, the arbitration shall occur during the thirty (30) day cure period. Each party agrees to participate in good faith in such arbitration, with a view to resolving any disputes in a fair and amicable manner.

F. Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of the state of Minnesota.

G. Entire Agreement

This Agreement, together with the Exhibits referenced herein, and any agreed upon Amendments, supersedes all prior drafts, oral or written statements, and constitutes the complete and exclusive statement of terms and conditions of the Agreement between both parties with respect to the matters which are the subject hereof.

H. Compliance

County and Contractor agree to comply with all applicable Medicare laws, regulations, CMS instruction and all applicable Minnesota laws, regulations and rules governing the administration of benefits for federal and state public programs.

I. Term.

The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement.

J. Termination

This Agreement may be terminated by:

- 1) the mutual agreement of the parties; or
- 2) upon an event of default by either party; or
- 3) if a material breach of a provision of the Agreement is made by either party; or
- 4) without cause if written notice is given for the end of a month at least 60 days after notice is given.

Action #HS9 - It was moved by Jerry Nelson, seconded by Dennis McNally, and carried unanimously to approve payment of 141 claims totaling \$237,840.09 on the Welfare Fund.

Action #HS10 - It was moved by Stan Cooper, seconded by Jerry Nelson, and carried unanimously to adjourn the Human Service Board at 10:12am to meet again on Wednesday, September 13, 2006 at 9:05am.

The meeting of the Kanabec County Board of Commissioners resumed.

Action #11 - It was moved by Kathi Ellis, seconded by Jerry Nelson, and carried unanimously to recess the board meeting at 10:13am to a time immediately following the Public Health Board.

The Kanabec County **Public Health Board** met at **10:13am** on Wednesday, August 16, 2006 pursuant to adjournment with the following Board Members present: Kathi Ellis, Les Nielsen, Jerry Nelson, Dennis McNally and Stan Cooper. Wendy Thompson, Public Health Director, presented the contracts for approval.

Action #PH12 - Jerry Nelson introduced a motion to approve payment of a Public Health claim of \$3,600.00 to Kanabec State Bank. The motion was duly seconded by Stan Cooper and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Jerry Nelson, Les Nielsen, Kathi Ellis, Stan Cooper
OPPOSED: Dennis McNally
ABSTAIN: None

whereupon the motion carried.

Action #PH13 - It was moved by Jerry Nelson, seconded by Dennis McNally, and carried unanimously to recess the Public Health Board at 10:12am to meet again in regular session on Wednesday, September 9, 2006 at 11:35am.

The meeting of the Kanabec County Board of Commissioners resumed.

Action #14 - It was moved by Stan Cooper, seconded by Kathi Ellis, and carried unanimously to approve the following resolution:

Resolution #14 – 08/16/06

WHEREAS there is not an alternate appointed to the Kanabec/Pine Community Health Services Board;

BE IT RESOLVED to appoint Dennis McNally to the Kanabec/Pine Community Health Services Board for a term commencing immediately and expiring December 31, 2006.

10:21am - Public Health Service Director Wendy Thompson and Veteran Service Officer/Emergency Management Director Lowell Sedlacek met with the County Board to discuss a 2007 VSO/EM proposed budget. The board took the matter under advisement.

10:49am - Environmental Services Director Teresa Bearce met with the County Board.

Action #15 - It was moved by Dennis McNally, seconded by Jerry Nelson, and carried unanimously to approve the following resolution:

Resolution #15 – 08/16/06

WHEREAS the Personnel Director has presented the board with a regular annual step advancement for a Kanabec County Department Head;

BE IT RESOLVED to close the meeting at 10:49am pursuant to the Open Meeting Law, Minnesota Statute §13D.05, subd.3 to evaluate the performance of Environmental Services Director Teresa Bearce.

Action #16 - It was moved by Dennis McNally, seconded by Stan Cooper, and carried unanimously to reopen the meeting at 11:12am.

Action #17 - It was moved by Dennis McNally, seconded by Kathi Ellis, and carried unanimously to approve the following resolution:

Resolution #17 – 08/16/06

WHEREAS the board has evaluated the past year's job performance of Environmental Services Director Teresa Bearce, and

BE IT RESOLVED that the board finds her performance to be satisfactory, and

BE IT FURTHER RESOLVED to authorize the request to advance in pay from \$25.57 per hour to G16D at \$26.46 per hour effective at the beginning of the pay period including August 15, 2006.

11:15am - The Chairperson then called for public comment. Those who responded included:

Bob Swetz	Concerns about dust control on township roads
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11:20am - The Chairperson closed public comment.

The board took a ten minute break.

11:30am - Commissioners gave reports of the activities of the Boards and Committees in which they participate.

11:35am - Dale Hawkins and Rosemary Black met with the County Board to discuss matters concerning the Ogilvie Museum. No action was taken at this time.

Commissioners continued giving reports of the activities of the Boards and Committees in which they participate.

11:50am - Information Systems Director Jessie Ruckle met with the County Board.

Action #18 - It was moved by Jerry Nelson, seconded by Stan Cooper, and carried unanimously to approve the following resolution:

Resolution #18 – 08/16/06

WHEREAS the Personnel Director has presented the board with a regular annual step advancement for a Kanabec County Department Head;

BE IT RESOLVED to close the meeting at 11:50am pursuant to the Open Meeting Law, Minnesota Statute §13D.05, subd.3 to evaluate the performance of Information Systems Director Jessie Ruckle.

Action #19 - It was moved by Jerry Nelson, seconded by Dennis McNally, and carried unanimously to reopen the meeting at 12:10pm.

Action #20 - It was moved by Jerry Nelson, seconded by Stan Cooper, and carried unanimously to approve the following resolution:

Resolution #20 – 08/16/06

WHEREAS the board has evaluated the past year’s job performance of Information Systems Director Jessie Ruckle, and

BE IT RESOLVED that the board finds her performance to be satisfactory, and

BE IT FURTHER RESOLVED to authorize the request to advance in pay from \$25.57 per hour to G16D at \$26.46 per hour effective at the beginning of the pay period including August 28, 2006.

12:15pm - Auditor/Treasurer Denise Cooper met with the County Board to discuss matters concerning her office.

Action #21 - Kathi Ellis introduced a motion to authorize the purchase of six flat screen monitors. The motion was duly seconded by Jerry Nelson and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Jerry Nelson, Les Nielsen, Kathi Ellis, Stan Cooper
OPPOSED: Dennis McNally
ABSTAIN: None

whereupon the motion carried.

Action #22 - It was moved by Kathi Ellis, seconded by Jerry Nelson, and carried unanimously to approve the following resolution:

Resolution #22 – 08/16/06

WHEREAS Kanabec County is a member of the East Central Regional Library: a multi-county Joint Powers, and

WHEREAS the current Joint Powers Agreement includes the following language:

A general operating budget shall be established annually and maintained as a single budget. Said budget shall be arrived at by consultation between members of the Joint Library Board, and shall be filed by the Joint Library Board with the County Auditors or Coordinators of said counties. The amount required to implement said budget shall be approved by each member county.

and,

WHEREAS it is an obligation of the Kanabec County Board of Commissioners to act upon the Library budget regardless of the county’s own contribution;

BE IT RESOLVED to approve the following East Central Regional Library budget for the year 2007 not to exceed:

INCOME	Proposed Budget	EXPENDITURES	Proposed Budget
Counties (Operations)	\$1,737,281	Salaries & related expense	\$1,694,924
Counties (Capital)	\$0	Materials	\$348,800
Regional State Support	\$315,863	Vehicles	\$43,000
Miscellaneous	\$158,000	Tech Services/IMPACT	\$55,700
Local Contracts	\$56,000	Cambridge Building Costs	\$12,000
LSTA (State)	\$0	Computers and Equipment	\$21,500
Transfers	\$57,377	Supplies & copiers	\$35,000
		Administrative/Misc	\$112,600
TOTAL INCOME	\$2,324,521	TOTAL EXPENDITURES	\$2,323,524

and,

BE IT FURTHER RESOLVED that nothing in this resolution restricts a reduction of the budget to meet the needs of the counties and the East Central Regional Library, and

BE IT FURTHER RESOLVED that this approval should not be construed as a commitment by Kanabec County for any particular level of county contribution, but as approval of the budget of the East Central Regional Library.

Action #23 - It was moved by Stan Cooper, seconded by Dennis McNally, and carried unanimously to approve payment of a \$3,369.00 claim to Strandlund Refrigeration to be paid from the Information Systems Capital Equipment budget.

Action #24 - It was moved by Kathi Ellis, seconded by Stan Cooper, and carried unanimously to approve the following resolution:

Resolution #24 – 08/16/06

BE IT RESOLVED by the Kanabec County Board that, as Loan Sponsor, the County Board enters into the Minnesota Clean Water Partnership Project Implementation Loan Agreement Amendment #1 along with Snake River Watershed Management Board, as Project Sponsor, and the Minnesota Pollution Control Agency to conduct the implementation of the Snake River Watershed Enhancement Clean Water Partnership

Project.

BE IT FURTHER RESOLVED by the Kanabec County Board that Board Chairperson Les Nielsen be authorized to execute the Minnesota Clean Water Partnership Project Implementation Loan Agreement Amendment #1 for the above referenced Project on behalf of the Kanabec County Board as Loan Sponsor.

Action #25 - It was moved by Dennis McNally, seconded by Jerry Nelson, and carried unanimously to adjourn at 2:49pm to meet in regular session on Wednesday, August 23, 2006 at 6:30pm.

Signed _____

Chairperson of the Kanabec County Board of Commissioners,
Kanabec County, Minnesota

Attest: _____

Alan B. Peterson, Kanabec County Coordinator