

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of County Coordinator

December 3, 2014

The Kanabec County Board of Commissioners met at 6:30pm on Wednesday, December 3, 2014 pursuant to adjournment with the following Board Members present: Kim Smith, Gene Anderson, Les Nielsen, Dennis McNally and Kathi Ellis.

The Chairperson led the assembly in the Pledge of Allegiance.

Action #1 – It was moved by Les Nielsen, seconded by Kathi Ellis and carried unanimously to approve the agenda as presented.

Action #2 – It was moved by Kathi Ellis, seconded by Kim Smith and carried unanimously to approve the November 19, 2014 minutes of the Kanabec County Board of Commissioners as presented.

Action#3 – It was moved by Kim Smith, seconded by Kathi Ellis and carried unanimously to approve the following paid claims:

<u>Vendor</u>	<u>Amount</u>
Assurant Employee Benefits	698.06
Centerpoint Energy	166.00
City of Quamba	1,415.11
Enventis Telecom	1,058.78
Kanabec Co Auditor-HRA	515.00
Lolkus, Brandon	300.00
MN Energy Resources Corp	4,707.28
Sanofi Pasteur, Inc	1,905.71
Spire Credit Union	3,281.51
The Hartford	<u>1,653.93</u>
Total	15,701.38

Action #4 – It was moved by Kim Smith, seconded by Les Nielsen and carried unanimously to approve the following claims on the funds indicated:

Revenue Fund

VENDOR	AMOUNT
AAA	59.95

Ability Network	156.00
Ace Hardware	9.78
Ace Hardware	87.81
Ace Hardware	16.99
Advanced Correctional Healthcare	60.73
Ahner-Nystul, Barb	111.78
Aitkin Medical	190.00
Alkire, Alyce	598.40
AMC	25.00
AMC	25.00
Anderson, Bryon	81.20
Anoka Co Human Services	708.00
Ashworth Radio Shack	1,079.97
Auto Value	140.82
Barker, Bob	361.37
Billings, Margaret	398.61
Bliss, Erica	21.18
Brenny, Laurel	384.00
Carroll, Faye	142.24
CDW Government	613.03
Chisago City Farmers Market	500.00
Chisago Co Public Health	7,417.54
Chisago Co Senior Center	500.00
Christianson, Craig	1,276.96
City of Milaca	35.34
Clifton Larson Allen LLP	105.00
Craguns	965.60
Curtis, Michael	2,260.59
D&M Excavating	11,000.00
Dalco	276.22
Digital Ally	865.69
E-911	40,000.00
E-911	62,979.71
East Central Exterminating	240.00
Fairview Diagnostic Laboratories	156.00
Farm Market Café, LLC	500.00
Faust, Patrick	1,165.12
Federated Coop	37.80
Fresonke, Lew	270.00
Galls	97.94
Galls	213.41
Garcia, Tim	180.00
George T Hall	34.79

Hoefert, Bob	1,748.34
Holiday Credit Office	462.83
Holiday Credit Office	4,482.09
Holiday Credit Office	738.13
Holiday Credit Office	81.58
Holiday Credit Office	185.89
Holiday Credit Office	104.53
Holiday Credit Office	3,142.16
Holiday Inn Hotel	98.64
Isanti Co Family Services	5,604.51
Johnsons Hardware	74.79
Kanabec Co Bldg Maintenance	8,000.00
Kanabec Co Hwy Dept	4,343.81
Kanabec Co Hwy Dept	4,286.99
Kanabec Co Hwy Dept	149.97
Kanabec Co Hwy Dept	132.98
Kanabec Co IS	15,000.00
Kanabec Co Public Health	53,846.39
Kanabec Co Public Health	1,777.10
Kanabec Co Soil & Water	33.68
Kanabec Publications	85.80
Kanabec Publications	203.10
Keepsr	82.13
Keepsr	925.00
Kennedy Jr, Kerry	618.84
Klein McCarthy Architects	1,322.75
Kramersmeier, Wallace	600.00
Landreville, Willard	773.98
Lane, Dave	33.60
Lerrssen, Jennifer	261.48
Luberda, Karen	36.92
MAAO Region 3	100.00
MACO	265.00
MACO	265.00
Marohn, Brenda	11.20
Mattson, Jean	211.68
McFadden, Barb	20.16
McGee MD, Michael	1,500.00
McIntosh, Bob	200.00
Mid-American Research Chemical	409.84
Milaca Chiropratic Center	225.00
Mille Lacs Co Community & Veterans Services	5,847.07

MN Dept of Criminal Apprehension	300.00
MN Dept of Health	2,220.00
MN Secretary of State	120.00
Moore Medical	251.84
Moore Medical	211.20
Mora Bakery	16.20
Mora Marine	214.00
Mora Motor Vehicle Office	12.00
Mora Schools	1,000.00
Mora Schools	552.60
Nelson, Ansel	1,075.61
Nelson, Ronette	640.83
Newgard, Jean	769.35
Northern Bank Note	131.44
Novus Glass	200.00
Office Depot	266.07
Oslin Lumber	1.50
Owens Auto Parts	12.58
Paulson, Cindy	127.68
Pautsch, Kim	136.24
Pautsch, Kim	0.99
Pedersen, Jerry	15.68
Pedersen, Trisha	46.20
Pine Co Health & Human Services	5,400.00
Pine Co Health & Human Services	31,415.68
Pine Co Recorder's Office	20.00
Pine Technical College	500.00
Printeez & Promotion	255.00
Quality Disposal	2,647.30
Quality Disposal	394.37
Quill	97.21
Raiche, Barb	604.80
Ratwik, Roszak & Maloney	2,538.16
Regents of the University of MN	162.00
Results Unlimited	75.00
Sanofi Pasteur, Inc	7,123.47
SHI International	2,829.00
SHI International	116.00
SHI International	90.00
Stearns DHIA Central lab	17.00
Stellar Services	361.91
Stenberg, Vic	207.20
Strategic Custom Solutions	250.00

Streichers	199.98
System Designs	1,350.00
Telin Transportation	69.90
Thompson, Wendy	382.48
Thomson Reuters-West	145.50
Thomson Reuters-West	1,297.55
Trimin Systems Inc	6,284.20
Trimin Systems Inc	362.00
Turner, Virginia	56.47
UHL Company	305.00
USA Northland Directories	749.00
Visser, Maurice	271.60
Watson Co	166.02
Wickeham, Teresa	106.40
Wiitala, David	1,438.48
Williams, Laureen	20.16
World Medical Government Solutions	277.73
Zamora, Ray	1,183.48
Total	<u>332,734.59</u>

Road & Bridge Fund

Vendor	Amount
Ace Hardware	84.95
Ameripride	501.79
Auto Value Mora	1,810.19
Steve Berndt	335.70
Blum Sand & Gravel	1,456.00
Mark Dooley	69.99
FirstLab	42.95
Fleetgo	69.99
Gopher State One-Call	4.35
Kanabec Co Hwy Dept-Petty Cash	29.28
Kanabec Soil & Water	252.00
Kirk Krist	114.19
Dale Magnuson	210.00
Midway Iron & Metal, Inc	3,073.80
North American Salt	19,358.16
Northern States Supply	20.15
Nuss Truck & Equipment	1,848.19
Owen's Auto Parts	659.33
Oxygen Service Co.	248.63
Quality Disposal Systems, Inc.	150.56

Richards, Lila, The Cleaning Agent	900.00
Rocon Paving	12,034.50
Troupe Advertising	195.00
Widseth Smith Nolting & Assoc	<u>3,135.72</u>
Total	46,605.42

Action #5 – It was moved by Kathi Ellis, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #5 – 12/03/14

WHEREAS the Kanabec County Board of Commissioners have been presented with a request to pay claims on Knife Lake Improvement District funds, and

WHEREAS the request was accompanied by invoices and verification in the Knife Lake Improvement District board minutes of November 16, 2014, and

WHEREAS the Knife Lake Improvement District has sufficient funds on hand to cover these claims;

BE IT RESOLVED to pay the following claims:

Rupp, Anderson, Squires Law Office	\$1,075.52
Crows Nest	\$58.00

Action #6 – It was moved by Dennis McNally, seconded by Kim Smith and carried unanimously to approve a **Consent Agenda** including all of the following actions:

Resolution #6a – 12/03/14

RETAINER AGREEMENT FOR CRIMINAL PROSECUTION SERVICES BETWEEN THE CITY OF MORA AND THE COUNTY OF KANABEC FOR THE PERIOD OF JANUARY 1, 2015 THROUGH DECEMBER 31, 2015

WHEREAS, the City of Mora desires to retain the County of Kanabec to provide professional prosecution services through the Kanabec County Attorney's Office; and

WHEREAS, the County of Kanabec agrees to provide the services of the Kanabec County Attorney's Office to provide such prosecution services on behalf of the City of Mora; and

WHEREAS, the City of Mora and the County of Kanabec County deem it mutually advantageous to set forth the details of their relationship in writing;

NOW, THEREFORE, the City of Mora and the County of Kanabec hereto agree that the following shall constitute a retainer agreement for prosecution services:

SERVICES PROVIDED. The County of Kanabec shall provide all prosecution services through the Kanabec County Attorney's Office for the City of Mora, including services to victims of crime as provided in Minnesota Statute Chapter 611A.

Criminal Prosecution services include, but are not limited to, all petty misdemeanors and misdemeanor offenses committed within the corporate limits of the City. Principal duties include:

1. Provide advice, consultation, and training where required to the City, its departments and staff in the interpretation, investigation, and enforcement of statutes and ordinances, in connection with prosecution of criminal cases.
2. Prepare criminal complaints where facts warrant.
3. Evaluate all cases where a plea of not guilty is entered.
 - A. Prosecute if warranted.
 - B. Prepare pre-trial motions or notices if required.
 - C. Seek additional investigations if required.
 - D. Negotiate resolutions by plea where advisable.
4. Represent the City in all pre-trial proceedings.
5. Perform legal research and prepare legal briefs where required and advisable.
6. Try all Court and Jury cases.
7. Examine and evaluate all Appeals to Appellate Courts; refer to the Office of the Minnesota Attorney General as necessary.
8. In conjunction with the Office of the Minnesota Attorney General try all appeals in Appellate Courts where warranted.
9. Prepare and submit to the City Administrator an annual report providing the number of citations and complaints prosecuted under this contract in the previous year.

TERM OF AGREEMENT.

The retainer agreement shall remain in effect from January 1, 2015 through midnight December 31, 2015.

COMPENSATION FOR SERVICES.

The City of Mora shall pay the County of Kanabec in equal monthly installments for prosecution services as follows: For the period of January 1, 2015 through December 31, 2015: \$29,000.00.

Resolution #6b – 12/03/14

RETAINER AGREEMENT FOR CRIMINAL PROSECUTION SERVICES BETWEEN THE CITY OF OGILVIE AND THE COUNTY OF KANABEC FOR THE PERIOD OF JANUARY 1, 2015 THROUGH DECEMBER 31, 2015

WHEREAS, the City of Ogilvie desires to retain the County of Kanabec to provide professional prosecution services through the Kanabec County Attorney's Office; and

WHEREAS, the County of Kanabec agrees to provide the services of the Kanabec County Attorney's Office to provide such prosecution services on behalf of the City of Ogilvie; and

WHEREAS, the City of Ogilvie and the County of Kanabec County deem it mutually advantageous to set forth the details of their relationship in writing;

NOW, THEREFORE, the City of Ogilvie and the County of Kanabec hereto agree that the following shall constitute a retainer agreement for prosecution services:

SERVICES PROVIDED.

The County of Kanabec shall provide all prosecution services through the Kanabec County Attorney's Office for the City of Ogilvie, including services to victims of crime as provided in Minnesota Statute Chapter 611A.

Criminal Prosecution services include, but are not limited to, all petty misdemeanors and misdemeanor offenses committed within the corporate limits of the City. Principal duties include:

1. Provide advice, consultation, and training where required to the City, its departments and staff in the interpretation, investigation, and enforcement of statutes and ordinances, in connection with prosecution of criminal cases.
2. Prepare criminal complaints where facts warrant.
3. Evaluate all cases where a plea of not guilty is entered.
 - A. Prosecute if warranted.
 - B. Prepare pre-trial motions or notices if required.
 - C. Seek additional investigations if required.
 - D. Negotiate resolutions by plea where advisable.
4. Represent the City in all pre-trial proceedings.
5. Perform legal research and prepare legal briefs where required and advisable.

6. Try all Court and Jury cases.
7. Examine and evaluate all Appeals to Appellate Courts; refer to the Office of the Minnesota Attorney General as necessary.
8. In conjunction with the Office of the Minnesota Attorney General try all appeals in Appellate Courts where warranted.

TERM OF AGREEMENT.

The retainer agreement shall remain in effect from January 1, 2015 through midnight December 31, 2015. Either party may terminate the contract either with or without cause upon 90-days written notice to the other party of its intent to do so. In the event of termination, both parties agree to adjust payments due or received to reflect \$250 per month for any month or partial month that the contract is in effect.

COMPENSATION FOR SERVICES.

The City of Ogilvie shall pay the County of Kanabec in equal quarterly installments for the period of January 1, 2015 through December 31, 2015: \$3,000.00.

Action #7 – It was moved by Kim Smith, seconded by Kathi Ellis and carried unanimously to approve the following resolution:

Resolution #7 – 12/03/14

WHEREAS the following quotes were received for cleaning services at the Highway Building:

Lila Richards, The Cleaning Agent	\$675/week
Preferred Cleaning	\$250/week

WHEREAS Preferred Cleaning submitted the lowest responsible quote at \$250 per week;

THEREFORE BE IT RESOLVED to accept the quote of \$250 per week for cleaning services submitted by Preferred Cleaning.

6:45pm – A Public Hearing was held to discuss the 2015 Budget and Levy. Information was presented and handed out to the members of the audience about the 2015 budget and levy.

After all questions and comments were made the Public Hearing was adjourned at 7:09pm by Chairperson Anderson.

The meeting of the Kanabec County Board of Commissioners resumed.

Action #8 – It was moved by Kim Smith, seconded by Dennis McNally and carried unanimously to approve the following resolution:

Resolution #8 – 12/03/14

Next Chapter Technology resolution

WHEREAS, Kanabec County Human Services Board has approved the purchase of an electronic workflow management system from Next Chapter Technology; and

WHEREAS, the Health and Human Services Director is recommending the approval of an agreement with Next Chapter for licenses, installation of software and support of the workflow management system; and

WHEREAS, the County Attorney has reviewed and approved as to contents the Contract with Next Chapter Technology.

NOW THEREFORE BE IT RESOLVED that the Kanabec County Board of Human Services approve a contract with Next Chapter Technology for licenses, support and installation of software to support the electronic document system commencing on the date of signature of this agreement and continuing through December 31, 2017 and approval of the Health and Human Services Director to sign such an agreement.

Action #9 – It was moved by Kim Smith, seconded by Kathi Ellis and carried unanimously to approve the following resolution:

Resolution #9– 12/03/14

BE IT RESOLVED to close at the meeting at 7:05 p.m. pursuant to Minnesota Statute §13D.03 to consider strategy for labor negotiations, including negotiation strategies or developments and discussion and review of labor negotiation proposals, conducted pursuant to sections §179A.01 to §179A.25.

Those present during the closed portion of the meeting include Commissioners Gene Anderson, Kathi Ellis, Les Nielsen, Dennis, McNally, and Kim Smith. Also present were County Coordinator & Personnel Director Patrick Christopherson and County Attorney Barb McFadden.

Action #10 – It was moved by Kathi Ellis, seconded by Kim Smith and carried unanimously to re-open the meeting at 7:10 p.m.

Action #11 – It was moved by Kim Smith, seconded by Les Nielsen and carried unanimously to approve a Memorandum of Agreement with the Laborer’s International Union of North America, Local 323.

Action #12 – It was moved by Kathi Ellis, seconded by Kim Smith and carried unanimously to approve a corrected Memorandum of Agreement with the Law Enforcement Labor Services, Local 106.

Action #13 – It was moved by Les Nielsen, seconded by Kim Smith and carried unanimously to adjourn at 7:16pm and to meet again in regular session on Wednesday, December 17, 2014 at 9:00am.

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

Attest: _____
Board Clerk