



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

OCTOBER 22, 2013

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The meeting was held in the County Board Room, Government Center, Little Falls, MN, and was called to order at 9:00 a.m. by Chairman Johnson.

Members present: Commissioners Randy Winscher, Duane Johnson, Don Meyer, Kevin Maurer and Jeff Jelinski.

Staff present: Deb Gruber, Brian Middendorf, Amy Kowalzek, Brad Vold, Paul Bukovich, Melanie Erickson, Bonnie Paulsen, Russ Nygren, Steve Backowski, and Beth Hamlin

Others present: Mike Kretzji, Jenny Zeitler, Mary Warner, Jan Warner, Art Warner, Deb Boelz, Kate Bjorge, Mary Kenna, Adolph Rabe, John Marsh, Andrew Wright, Dan Martens and Jerry Chandler.

APPROVAL OF COUNTY BOARD MINUTES

A motion was made by Commissioner Maurer, seconded by Commissioner Winscher and carried unanimously to approve the Morrison County Board of Commissioner Minutes for October 8, 2013.

AGENDA CHANGES

A motion was made by Commissioner Meyer, seconded by Commissioner Jelinski and carried unanimously to adopt the agenda as presented.

HISTORICAL SOCIETY REPORT

Art, Mary and Jan Warner presented to the Board on the history of the Historical Society, the Museum and their primary objective of preserving the history of Morrison County. Jan Warner reported on the annual Diner that was held in Randall this year and also on the budget. Mary Warner gave the Board a report on the various technologies that the society uses for outreach and also to make business easier.

HEALTHY COMMUNITIES COLLABORATIVE

Kate Bjorge, Mary Kenna and Deb Boelz reviewed with the Board the purpose and the restructure of the Healthy Communities Collaborative which is focusing on making a difference on how to improve lives. Their philosophy is based on three pillars; eat, move and belong which is derived from the Blue Zones book. Kate Bjorge invited the Board and the public to attend several community gatherings in the upcoming months and also discussed future events that in the planning process. Kate also discussed the Kindness Campaign that is happening around the County as well.

CROOKNECK LAKE IMPROVEMENT DISTRICT

Ralph Rabe and John Marsh, representatives of the Crookneck Lake Improvement District presented to the Board their annual report. A motion was made by Commissioner Maurer, seconded by Commissioner and carried unanimously to approve the 2014 Work Plan and Budget for the Crookneck Lake Improvement District to decrease the current level of cash on hand to \$30,000.00 over the next three years and reduce the levy to \$30.00 per parcel.

CITIZEN CONCERN: WIND GENERATOR PERMIT FEES

Andrew Wright, property owner in Lakin Township addressed his concerns on the permit fees in regards to the Land Use Ordinance, Section 1200, Wind Energy Conversion Systems. Andrew discussed with the Board his plans for his property and feels that the ordinance should be reviewed and proposed some changes that can be made so that the ordinance isn't so generic. Amy Kowalzek, Planning and Zoning Administrator stated that the County did adopt a model ordinance. The County Board held a discussion and agreed to review Section 1200 of the Ordinance during their regular review.



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The Board recessed at 10:20 a.m. and reconvened at 10:28 a.m.

SOCIAL SERVICES REPORT

Paul Bukovich, Social Services Supervisor reported on the Mental Health Grant Plan that is to be submitted to the Department of Human Services by October 25, 2013. The plan is required by the Minnesota Department of Human Services and needs to meet the criteria set forth in MN Statute 245.465, subd 5. The focus is upon the proposed use of grant funding and revenue to develop, implement, and administer Community Support Program (CSP), Adult Mental Health Initiative and crisis services.

Melanie Erickson, Social Services Supervisor provided data on placements and caseloads within the Children's Mental Health Unit. She presented the number of placements by program and reason and also on the age of the clientele and the number of open children's mental health cases in Morrison County.

PUBLIC HEALTH

A motion was made by Commissioner Meyer, seconded by Commissioner Maurer and carried unanimously to authorize the Local Communicable Disease Center Agreement between Morrison County Public Health, Unity Family Healthcare and the Franciscan Sisters of Little Falls for the use of each party's facilities, staff and volunteers during a communicable disease outbreak in Morrison County.

A motion was made by Commissioner Winscher, seconded by Commissioner Meyer and carried unanimously to authorize the Director of Morrison County Public Health to accept the Statewide Health Improvement Program (SHIP) Grant renewal. This is a Morrison, Todd and Wadena Board of Health grant and includes Cass County as a partner. The SHIP grant focuses on anti-obesity activities with community partners in the Health4Life coalition. The grant period is November 1, 2013 to October 31, 2015.

A motion was made by Commissioner Maurer, seconded by Commissioner Winscher and carried unanimously to increase the hours from 14 to 32 per week for Employee #163. This is a Community Health Educator position which is funded by the SHIP grant, DFC grant and the Car Seat program.

A motion was made by Commissioner Jelinski, seconded by Commissioner Meyer and carried unanimously to authorize filling a full-time Public Health Nurse position and to increase the hours from 36 to 40 per week for Employee #198.

Bonnie Paulsen, Public Health Director also reported on upcoming meetings.

EXTENSION REPORT

Dan Martens, U of M Extension Educator presented to the Board the various issues that farmers have experienced with their crops this last year and the struggles that they endured within the region. Dan also reviewed the Extension Report for September 2013.

AUDITOR/TREASURERS REPORT

A motion was made by Commissioner Meyer, seconded by Commissioner Winscher and carried unanimously to approve an Exempt Permit for Horizon Health to hold a raffle at the Falls Ballroom on November 21, 2013.

A motion was made by Commissioner Meyer, seconded by Commissioner Winscher to approve and Exempt Permit for Ramey Morrill Area Lions to hold a bingo and raffle at the St. Joseph Parish Hall on November 17, 2013.



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Russ Nygren, Auditor/Treasurer reported the September 30, 2013 Cash Report Year End.

COUNTY BOARD WARRANTS

A motion was made by Commissioner Jelinski and seconded by Commissioner Maurer to approve the following Resolution:

WHEREAS, the Morrison County Board of Commissioners have reviewed the list of County Board Warrants;

NOW THEREFORE, BE IT RESOLVED, that the list of County Board Warrants on file in the Auditor/Treasurer's Office for October 22, 2013 be approved for payment:

REVENUE	\$ 104,758.14
PUBLIC WORKS	\$ 87,537.52
SOCIAL SERVICE	\$ 234,438.77
SOLID WASTE	\$ 11,086.76
PARKS FUND	\$ 456.69
LOCAL COLLABORATIVE	\$ 19,023.48
TOTAL	\$ 457,301.36
Meals	\$ 201.17
Credit Card	\$ 5895.52

Motion carried on a roll call vote with all Commissioners voting "aye".

A motion was made by Commissioner Jelinski and seconded by Commissioner Maurer to approve the Commissioners Expense Reports as presented to the Board. Motion carried on a roll call vote with all Commissioners voting "aye".

PUBLIC WORKS REPORT

A motion was made by Commissioner Maurer, seconded by Commissioner Winscher and carried unanimously to approve Resolution #2013-042 Soo Line Recreational Trail Grant Application provided through the Fiscal Year 2013 Parks Legacy and Regional Park Grant Program.

ADMINISTRATORS REPORT

Deb Gruber, Administrator stated that it is a busy time of the year for her office as open enrollment meetings were held last week.

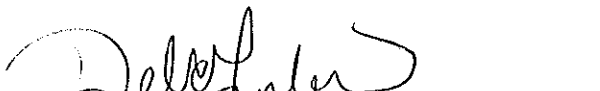
COUNTY BOARD REPORTS AND SCHEDULE

Members of the County Board reported on various meetings they have attended and on their upcoming schedule of meetings with various organizations.

ADJOURNMENT

A motion was made by Commissioner Maurer, seconded by Commissioner Winscher and carried unanimously to adjourn the meeting at 11:17 a.m.


Duane Johnson, Chairman


Deb Gruber, Clerk to the County Board

LOCAL COMMUNICABLE DISEASE CENTER AGREEMENT

This Local Communicable Disease Center Agreement (“Agreement”) is entered into effective as of the 1st day of October 2013, by and among Morrison County Public Health (“Public Health”), Unity Family Healthcare (“Hospital and Clinic”), and the Franciscan Sisters of Little Falls (“Franciscan Sisters”) (collectively, the “Parties”).

WHEREAS, Public Health has the responsibility to prevent and control communicable diseases by providing screening, triage, and medications through clinics;

WHEREAS, the Franciscan Sisters has the buildings, grounds and equipment that would be necessary if the need arose for a clinic; and

WHEREAS, the Hospital and Clinic recognize their responsibility to respond to the need to triage and treat citizens who are ill from a communicable disease and find that their usual resources are stretched beyond their capacity.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and conditions contained in this Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged and accepted, the Parties, intending to be legally bound, hereby agree as follows:

The Franciscan Sisters, will permit, to the extent of their ability and upon request of Public Health, the Hospital and/or Clinic, the use of its gymnasium facilities and equipment by Public Health, the Hospital, and Clinic within 24 hours of the request and for the time period requested, for establishing a clinic to handle the overflow from the Hospital and/or Clinic of people with symptoms or “worried well” for disease prevention and control activities. Facilities and equipment to be used may include:

- *Gymnasium, entrance to gym, and parking
- *Chairs, wheelchairs (2)
- *Other miscellaneous items (such as office supplies and tables)

The Hospital will supply a copy machine for making copies of health cards and will keep the medical records procured at the Hospital. The Hospital will bill the visits as a clinic visit. The Hospital will supply its staff with the appropriate Personal Protective Equipment. The Hospital will provide the Incident Commander, the Clinic Leader, the Logistic Chief, the Infection Control Officer, the Volunteer Coordinator, the Scheduling Leader, billing staff and staff to enter information into the MIIC software. The Clinic will provide medical staff as requested by the Hospital.

The Hospital, Clinic, and Public Health shall exercise reasonable care in the conduct of activities in the gymnasium facilities. The Hospital shall repair any and all damage to the Franciscan Sister’s facilities caused by the use of the facilities pursuant to this Agreement, including, but not limited to: re-finishing the gym floor, repairing dents, and re-painting walls. The Hospital, Clinic, and Public Health further agree to replace or

reimburse the Franciscan Sisters for any supplies used by them in the operation of the clinic at the Franciscan Sisters' facility.

Staffing of medical personnel and volunteers will be provided by the Hospital, Public Health, and the Clinic. The Hospital will appoint a Scheduling Leader to prepare staff and volunteer assignments, establish shifts, and monitor check in and check out.

The Hospital, Clinic, and Public Health shall defend, indemnify and hold harmless each other and the Franciscan Sisters from and against any and all losses, damages, demands, claims, assessments, liabilities, payments or obligations, and any litigation, suit, action, proceeding, demand, judgment, cost or expenses related thereto ("Losses") directly or indirectly incurred by or sought to be imposed upon any of them resulting from or arising out of:

- (i) their actions related to any breach of this Agreement;
- (ii) their actions related to operation of the facility as communicable disease site; and
- (iii) actions, suits, proceedings, demands, judgments, costs, legal fees and other expenses incident to any of the foregoing.

The Franciscan Sisters shall defend, indemnify and hold harmless the Hospital, Clinic, and Public Health, from and against any and all losses, damages, demands, claims, assessments, liabilities, payments or obligations, and any litigation, suit, action, proceeding, demand, judgment, cost or expenses related thereto, directly or indirectly, incurred by or sought to be imposed upon it, arising out of its gross negligence related to the consent of the use of its facility under the terms of this Agreement.

If any demand, claim or suit is asserted or instituted with respect to which a party may be entitled to indemnification under the foregoing provisions, such party shall give prompt notice thereof to the party who may be liable for such indemnification, including full details to the extent known. Such other party shall be entitled at its own expense to participate in the defense of such asserted demand, claim or suit. The parties agree to cooperate in good faith in the defense or settlement of any such demand, claim or suit.

This Agreement will continue in full force and effect **for three (3) years** from the date first written above. Any Party may terminate its involvement hereunder and upon thirty (30) days' written notice to the other parties, and the Agreement shall survive with respect to the other parties.

This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns or legal representatives of the Parties hereto, but shall not otherwise inure to the benefit of any person not a Party hereto.

This Agreement is the complete agreement between the Parties with respect to the transactions contemplated hereby and supersede all prior agreements and understandings among the Parties with respect to such transactions. If any provision, or any application thereof, of this Agreement is held unlawful or unenforceable in any respect, such

illegality or unenforceability shall not affect other provisions or applications that can be given effect.

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all Parties. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

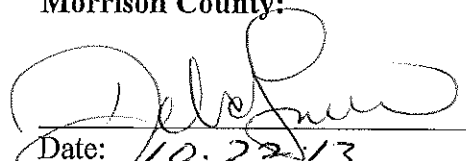
Morrison County Board of Commissioners:

Date: 10.22.13
By: Marianne L Johnson
Its: Chair

Unity Family Healthcare

Date: _____
By: _____
Its: Interim President

Morrison County:



Date: 10.22.13
By: _____
Its: Administrator

Franciscan Sisters of Little Falls

Date: _____
By: _____
Its: Mother House Administrator

ADDENDUM A


This Addendum A to that certain **LOCAL COMMUNICABLE DISEASE CENTER AGREEMENT** (the "Agreement"), dated October 1, 2013, is effective upon the Effective Date of the Agreement by and among **Morrison County Public Health** ("Public Health"), **Unity Family Healthcare** ("Hospital and Clinic") and **Franciscan Sisters of Little Falls** ("Franciscan Sisters"). The following provisions are added to and shall be deemed incorporated into the Agreement:

1. **Compliance with CHI Standards of Conduct.** Public Health and Franciscan Sisters recognize that it is essential to the core values of Hospital and Clinic that all persons and entities employed by or otherwise contracting with Hospital and Clinic at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the *Catholic Health Initiatives (CHI) Standards of Conduct*, as may from time to time be amended by CHI. As of the date of this Agreement, the *CHI Standards of Conduct* are set forth in *Our Values & Ethics at Work Reference Guide* (E@W Guide) which is available at the following website: <http://www.catholichealthinit.org/body.cfm?id=37940>.
2. **Ethical and Religious Directives.** Public Health and Franciscan Sisters agree that all services to be furnished by Hospital and its staff hereunder shall be performed in accordance with the *Ethical and Religious Directives for Catholic Health Care Services*, Fifth Edition, as promulgated by the United States Conference of Catholic Bishops as amended from time to time, and as interpreted by the local bishop. The *Ethical and Religious Directives* are available at the following website: <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/>.
3. **Insurance.** Each party shall maintain liability insurance coverage with respect to the services performed pursuant to this Agreement in the amount of no less than \$1,000,000 per occurrence and an aggregate of \$3,000,000 per year.
4. **Compliance with All Laws, Regulations and Standards.** Both parties shall comply fully with all applicable federal, state, and local laws, rules, and regulations in performing their respective duties and obligations under this Agreement.
5. **Authority.** Any individual signing this Agreement on behalf of an entity hereby represents and warrants in his or her individual capacity that he or she has full authority to do so on behalf of such entity.
6. **Exhibits.** All exhibits and schedules referred to in this Agreement are incorporated herein by reference.
7. **Conflicts.** In the event of a conflict between a provision contained in the Agreement and this Addendum A, the provisions of this Addendum shall control.
8. **Jeopardy.** Notwithstanding anything herein to the contrary, in the event the performance by either party of any term, covenant, condition, or provision of this Agreement jeopardizes the licensure of any party, the participation of any party in, or the payment or reimbursement from, the Medicare, state-sponsored Medicaid program, Blue Cross, TRICARE, or other reimbursement or payment programs, or a party's full accreditation by any state or nationally recognized accrediting organization, or the tax-exempt status of a party, any of its property or financings (or the interest income thereon, as applicable), or will prevent or prohibit any party or any other person from utilizing Hospital or any of its services, or if for any other reason performance hereunder violates any statute or ordinance or is otherwise deemed illegal, or is deemed unethical by any recognized body, agency, or association in the medical or hospital

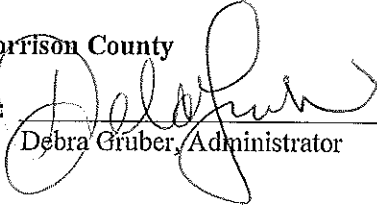
fields with respect to any party, the parties shall immediately initiate negotiations to resolve the matter through appropriate amendments to this Agreement. If the parties are unable to resolve the matter within thirty (30) days thereafter, any party may, at its option, terminate this Agreement forthwith.

9. **Confidentiality.** All information provided under this Agreement shall be provided in accordance with applicable law, including, but not limited to, the regulations implementing the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Without limiting the foregoing, each party shall safeguard personal health information ("PHI") obtained under this Agreement in accordance with federal and state requirements governing the privacy and confidentiality of PHI.

Morrison County Board of Commissioners

By: 
Duane L. Johnson, Chair

Morrison County

By: 
Debra Gruber, Administrator

Unity Family Healthcare

By: _____
Joe Messmer, Interim President

Franciscan Sisters of Little Falls

By: _____
Its: _____

RESOLUTION #2013-042
SOO LINE RECREATIONAL TRAIL GRANT APPLICATION

WHEREAS, Morrison County Department of Public Works intends to submit a grant application for funding provided through the FY 2013 Parks and Trails Legacy Grant Program; and,

WHEREAS, the County of Morrison supports the grant application made to the Minnesota Department of Natural Resources for the Parks and Trails Legacy Grant Program. The application is to repair the piers of the trail bridge spanning the Mississippi River on the westerly paved portion of the SOO Line Recreational Trail for the Morrison County trail system; and,

WHEREAS, the westerly paved portion of the SOO Line Recreational Trail system located within Morrison County is approximately 12 miles in length and is part of a comprehensive regional and statewide trail system, it is considered a crucial connection between the Morrison County portion of the SOO Line Recreational Trail and the Stearns County portion of Lake Wobegon Regional Trail system.

NOW, THEREFORE, BE IT RESOLVED, if the County of Morrison is awarded a grant by the Minnesota Department of Natural resources, the County of Morrison agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. The County of Morrison will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement; and,

BE IT FURTHER RESOLVED, the Board of Commissioners of the County of Morrison names the fiscal agent for the County of Morrison for this project as:

Steven C. Backowski
Public Works Director
County of Morrison
213 Southeast 1st Avenue
Little Falls, MN 56345

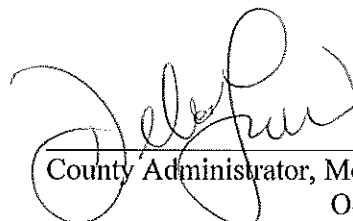
FINALLY, BE IT RESOLVED, the County of Morrison hereby assures the SOO Line Recreational Trail will be maintained for a period of no less than 20 years.

I CERTIFY THAT the above resolution was adopted by the County Board of Morrison County on 22 October 2013.

SIGNED:

WITNESSED:


Chairman, MC Board of Commissioners
October 22, 2013

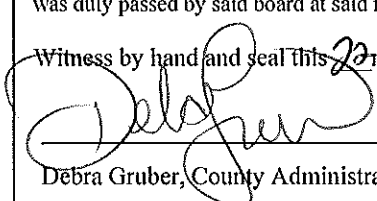

County Administrator, Morrison County
October 22, 2013

Adopted this 22nd day of October, 2013.

STATE OF MINNESOTA }
COUNTY OF MORRISON }

I, Deb Gruber, County Administrator, Morrison County, Minnesota hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Administration Office of Morrison County in Little Falls, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on this 22nd day of October, 2013, and that the same is a true and correct copy of said original record and of the whole thereof. and that said resolution was duly passed by said board at said meeting.

Witness by hand and seal this 22nd day of October, 2013



Debra Gruber, County Administrator

Commissioner	Yes	No	Abs	Mot	2nd
Jelinski	X				
Johnson	X				
Winscher	X				X
Meyer	X				
Maurer	X			X	