



MORRISON COUNTY BOARD OF COMMISSIONERS OFFICIAL MINUTES

May 24, 2016

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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 Winscher.

Members present: Commissioners Jeff Jelinski, Randy Winscher, Duane Johnson, Kevin Maurer and Mike Wilson.

Staff present: Deb Gruber, Brian Middendorf, Deb Lowe, Katy Kirchner, Brad Vold, Tabitha Maher, Jamie Vogt, Melanie Erickson, Penny Pesta, Shawn Larson, Kate Simonet, Nicole Kern, Beth Berlin, Jody Lucken and Steve Messerschmidt.

Others present: Tyle Jensen, Chris Weis.

APPROVAL OF COUNTY BOARD MINUTES

A motion was made by Commissioner Johnson, seconded by Commissioner Jelinski and carried unanimously to approve the Morrison County Board of Commissioner Minutes for May 10, 2016.

AGENDA CHANGES

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

PROCLAMATIONS

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve the month of May 2016, as Foster Care Month in Morrison County.

A motion was made by Commissioner Johnson, seconded by Commissioner Wilson and carried unanimously to approve the month of May 2016, as Vulnerable Adult Abuse awareness and Prevention Month in Morrison County.

SHERIFF'S REPORT

Shawn Larsen, Sheriff, presented the Monthly Sheriff's Report for April 2016.

SOCIAL SERVICES REPORT

Brad Vold, Social Services Director, Penny Pesta, Social Services Supervisor and Melanie Erickson, Social Services Supervisor, shared information on Adult and Child Foster Care in Morrison County.

A motion was made by Commissioner Maurer, seconded by Johnson to approve a new social work position to work with special needs basic care clients enrolling with South Country Health Alliance. Position will be funded by health insurance.

PUBLIC HEALTH REPORT

A motion was made by Commissioner Jelinski, seconded by Commissioner Wilson and carried unanimously to approve transition of the nurse Family Partnership Reflective Supervisor position to the current Morrison County NFP Nurse Home Visitor at a contracted 5.0 FTE for the Cass, Morrison, Todd, and Wadena NFP Program. This would include approval of the Public Employment HR Consulting recommendation of Grade 30 for the NFP Reflective Supervisor position.

A motion was made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to approve the following 2016 Establishment Licenses:

Seasonal Establishment Licenses:

Dist. 1 Boys and Girls Club

Little Falls \$197.25



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Katy Kirchner, Public Health Director, gave a presentation on Vectorborne Diseases and the Zika Virus.

Katy Kirchner, Public Health Director, gave a presentation on the 2016 Minnesota County Health Rankings.

The County Board Recessed at 11:09 a.m. and reconvened the meeting at 11:16 a.m.

CORRECTIONS REPORT

A motion was made by Commissioner Jelinski, seconded by Commissioner Johnson and carried unanimously to consider the subcontracting agreement between Morrison County and CMCC.

EXTENSION REPORT

Beth Berlin, Extension Educator, presented the County Report for the month of April 2016 and reported in various events that have and will be taking place in the upcoming months.

AUDITOR/TREASURER'S REPORT

A motion was made by Commissioner Maurer, seconded by Commissioner Johnson and carried unanimously to approve the following temporary on-sale-liquor licenses:

Approved a temporary on-sale-liquor license to the Pierz Commercial Club (Freedom Fest) to hold an event on July 16th, 2016 at the Genola Ball Fields.

Approved a temporary on-sale-liquor license to the Lincoln Scandia Valley Lion Club to hold an event on August 5th & 6th, 2016 at the Scandia Valley Township Park.

A motion was made by Commissioner Wilson, seconded by Commissioner Johnson and carried unanimously to approve the Forfeited Land Sale Resolution #2016-042.

Deb Lowe, Auditor/Treasurer, presented the April 30, 2016 Cash Report.

COUNTY BOARD WARRANTS

A motion was made by Commissioner Maurer and seconded by Commissioner Wilson 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 May 24, 2016 be approved for payment:

REVENUE	\$	104,588.91
PUBLIC WORKS	\$	104,772.56
SOCIAL SERVICE	\$	186,070.52
SOLID WASTE	\$	24,061.29
BUILDING FUND	\$	384.74
LOCAL COLLABORTIVE	\$	1,841.34
	TOTAL	\$ 42,719.36
MEALS	\$	89.06

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



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

ADMINISTRATOR'S REPORT

Deb Gruber, County Administrator, discussed with the Board various projects going on around the government Center.

A motion was made by Commissioner Johnson, seconded by Commissioner Wilson and carried unanimously to re-appoint Steve Backowski as Morrison County Engineer for the term 6/1/2016 to 5/31/2020.

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.

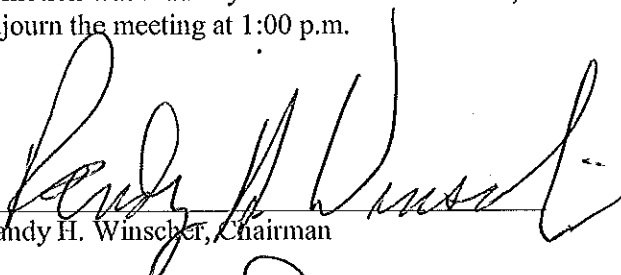
CLOSED SESSION

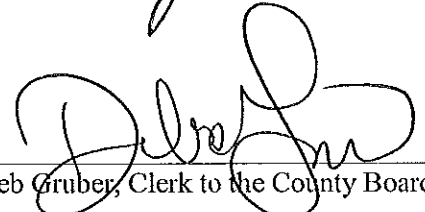
A motion as made by Commissioner Johnson, seconded by Commissioner Maurer and carried unanimously to approve Resolution #2016-042, to have a Closed Executive Session, Discussion Labor Negotiations on insurance issues resulting from recent insurance RFP.

The meeting closed at 11:55am and reconvened at 1:00pm.

ADJOURNMENT

A motion was made by Commissioner Jelinski, seconded by Commissioner Johnson and carried unanimously to adjourn the meeting at 1:00 p.m.


Randy H. Winscher, Chairman


Deb Gruber, Clerk to the County Board



Proclamation

FOSTER CARE MONTH MAY 2016

WHEREAS, the family, serving as the primary source of love, identity, self-esteem and support is the very foundation of our communities, our state and our Country; and

WHEREAS, in 2015 there were 47 children in Morrison County licensed foster homes. Foster care provides a safe, secure and stable home for children also providing compassion and nurturance of a family setting; and

WHEREAS, in 2015, Morrison County Social Services currently has 39 licensed foster families who have opened their homes and hearts to children whose families are in crisis, play a vital role helping children and families heal, reconnect and launch children into successful adulthood; and

WHEREAS, in 2015 there were over 93 adults in licensed adult foster homes; and

WHEREAS, in 2015, Morrison County Social Services has 24 licensed foster care providers who have opened their homes to provide a family environment to individuals with developmental disabilities, mental illness or who are elderly; and

WHEREAS, there are numerous individuals, public and private organizations who work to increase public awareness of the needs of children and adults in foster care as well as the enduring and valuable contribution of foster care providers.

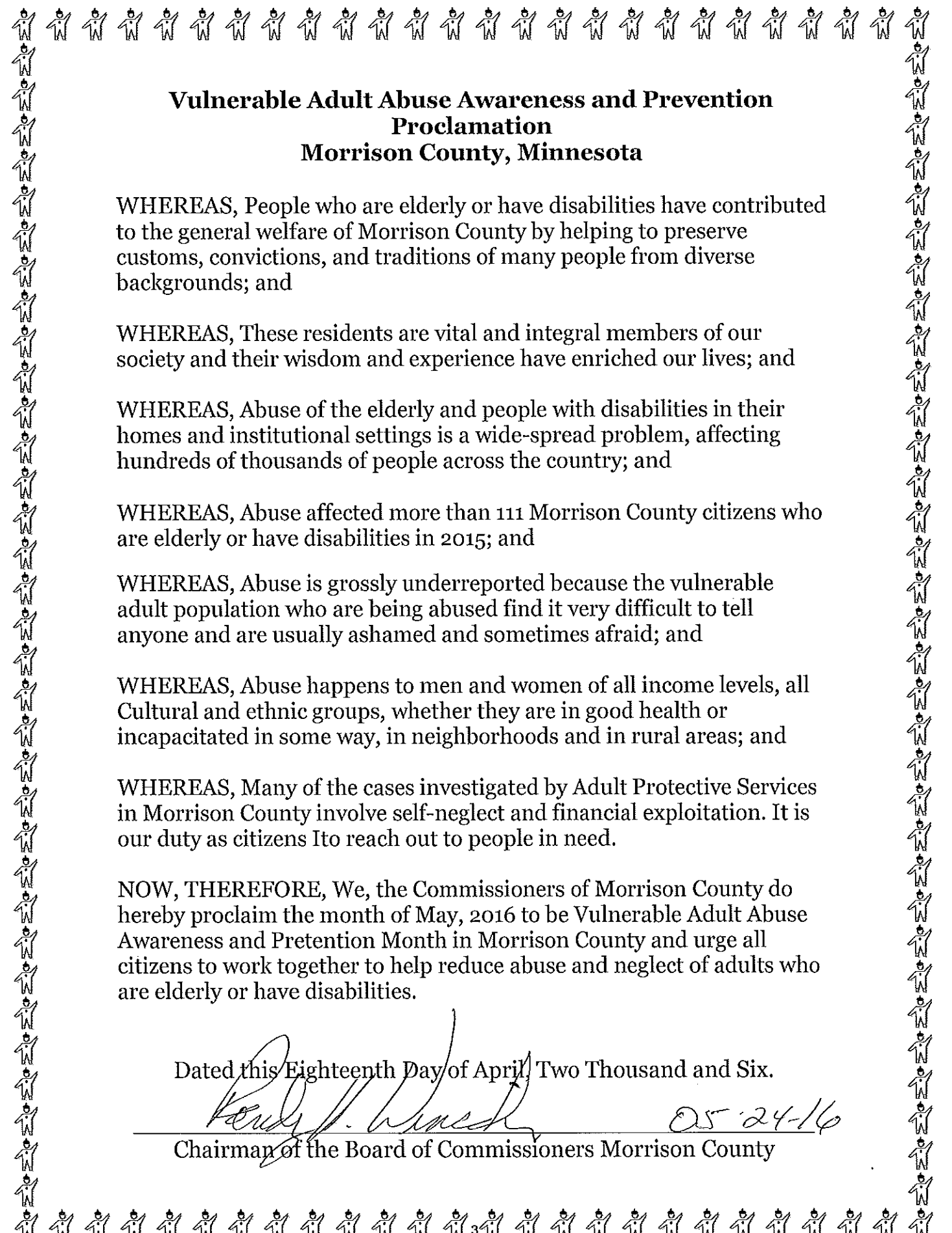
NOW, THEREFORE, we, the Morrison County Board of Commissioners, do hereby proclaim May as FOSTER CARE MONTH in Morrison County and urge all citizens to volunteer their talents and energies on behalf of children/adults in foster care, foster parents and the professional staff working with them during this month and throughout the year.

Adopted this 24th Day of May, 2016
Morrison County Board of Commissioners



Chairperson, Morrison County Board of Commissioners

25-24-16
Date



**Vulnerable Adult Abuse Awareness and Prevention
Proclamation
Morrison County, Minnesota**

WHEREAS, People who are elderly or have disabilities have contributed to the general welfare of Morrison County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

WHEREAS, These residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS, Abuse of the elderly and people with disabilities in their homes and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, Abuse affected more than 111 Morrison County citizens who are elderly or have disabilities in 2015; and

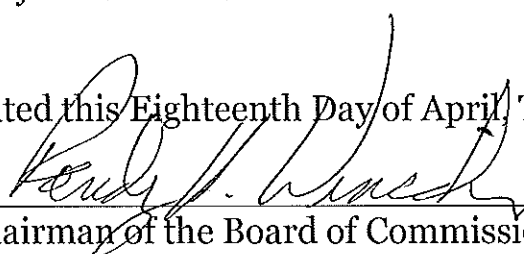
WHEREAS, Abuse is grossly underreported because the vulnerable adult population who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

WHEREAS, Abuse happens to men and women of all income levels, all Cultural and ethnic groups, whether they are in good health or incapacitated in some way, in neighborhoods and in rural areas; and

WHEREAS, Many of the cases investigated by Adult Protective Services in Morrison County involve self-neglect and financial exploitation. It is our duty as citizens to reach out to people in need.

NOW, THEREFORE, We, the Commissioners of Morrison County do hereby proclaim the month of May, 2016 to be Vulnerable Adult Abuse Awareness and Pretention Month in Morrison County and urge all citizens to work together to help reduce abuse and neglect of adults who are elderly or have disabilities.

Dated this Eighteenth Day of April, Two Thousand and Six.


Chairman of the Board of Commissioners Morrison County

05-24-16

SUBCONTRACTING AGREEMENT

This Subcontracting Agreement (hereinafter "Agreement") is entered into on May 24th 2016, 2016, by and between Morrison County, (hereinafter "County") and Central Minnesota Community Corrections (hereinafter "CMCC").

WHEREAS, the County is currently hiring qualified personnel in preparation for the implementation of a county based community corrections program; and

WHEREAS, CMCC is in need of qualified temporary staff to augment staffing through the transition period due to departures of existing CMCC staff; and

WHEREAS, CMCC has expressed an interest in subcontracting staffing services from the County;

THEREFORE, in consideration of the mutual promises and covenants in this Agreement, the County and CMCC do hereby agree as follows:

1. **TERM:** The term of this agreement shall be for a period ending on June 30, 2016 and commencing upon execution of the agreement. Either party may terminate this agreement at any time, without cause, by giving fifteen (15) days prior written notice to the other party.
2. **EMPLOYEE STATUS:** All individuals assigned to CMCC pursuant to this Agreement shall, for all purposes under this Agreement, remain employees of the County and subject to all terms and conditions of employment as governed by the County.
3. **RESPONSIBILITIES:** County shall have sufficient authority so as to maintain a right of direction and control, in consultation with CMCC's Associate Directors, over subcontracted employees assigned to CMCC and shall retain authority to hire, terminate, discipline and reassign subcontracted employees. CMCC shall, however, retain such direction and control over the subcontracted employees as is reasonably necessary to conduct CMCC's business and without which CMCC would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of CMCC. Such authority maintained by CMCC shall include the right to accept or cancel the assignment of any subcontracted employee. Additionally, CMCC shall have sole and exclusive control over the day-to-day job duties of all subcontracted employees and County shall have no responsibilities with regard to the subcontracted employees' performance of such day-to-day job duties. CMCC agrees, at the request of County to provide such feedback and/or assessment concerning a subcontracted employee's performance so as to permit County to conduct regular performance reviews with respect to subcontracted employees subcontracted to CMCC, however County has no right of access to CMCC's personnel files or other employment records. County assumes responsibility for the payment of wages to the subcontracted employees without regard to payments by CMCC and County assumes full responsibility

for the payment of payroll taxes and collection of taxes from payroll on subcontracted employees. County will provide notice of the relationship between County and CMCC to each employee it hires and subcontracts to CMCC or otherwise assigns to perform services for CMCC.

4. **QUALIFICATIONS OF PERSONNEL:** The County certifies that each employee subcontracted to CMCC shall be screened and qualified for the position to which assigned. Additionally all employees assigned to CMCC will have fulfilled the County backgrounding requirements.
5. **PROTECTED INFORMATION:** Consistent with the Information Privacy and Security Agreement between CMCC and the County employees subcontracted to CMCC will abide by all policies governing private, confidential and protected data to meet all mandatory federal, state and local regulations, including MGDPA and HIPAA regulations existing and future.
6. **COMPENSATION:** The County will bill CMCC for labor costs (wages, benefits and taxes) associated with administrative staffing for actual hours worked per pay period. The payment transaction will via warrant.
7. **WORKERS' COMPENSATION:** County shall secure workers' compensation coverage in such amounts as is required by applicable law and shall be responsible for the management of workers' compensation claims and claims filings related procedures for its leased employees for services which they perform as leased employees. While County shall retain a right of direction and control over the management of safety, risk and hazard control involving subcontracted employees performing work at CMCC's work sites, as may be required by applicable state and federal laws, compliance with all applicable laws related to such matters is also a responsibility of CMCC.
8. **GOVERNMENT INVESTIGATIONS, LEGAL ACTIONS OR INQUIRIES:** Each party acknowledges that it is essential to their performance under this Agreement that they have complete knowledge of any government investigation or inquiry or private adversary action which could in any manner impact upon the types of duties contemplated by this Agreement.
9. **CMCC OBLIGATIONS AND RIGHTS:** CMCC has the right to accept or cancel the assignment of any subcontracted employee. CMCC agrees that in making such decisions it will at all times comply with all applicable laws. CMCC agrees that it will obtain and provide to County at the end of each pay period records of time worked by each subcontracted employee, verify their exempt or non-exempt status, and that all hours worked by subcontracted employees will be reported to County and affirm they are accurate and are in accordance with applicable state and federal law. These records submitted to County shall become the basis for County to issue all payroll checks to subcontracted employees.

10. GENERAL PROVISIONS:

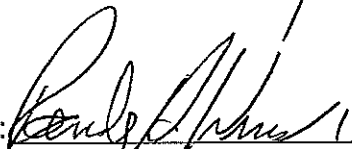
- A. Neither party may assign this Agreement nor its rights and duties hereunder, nor any interest herein, without the prior written consent of the other party.
- B. The failure by either party at any time to require strict performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach nor affect the enforcement of this Agreement, or any part thereof, or prejudice either party as regards to any subsequent action.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- D. No rights of any third party are created by this Agreement and no person not a party to this Agreement may rely on any aspect of this Agreement notwithstanding any representation, written or oral, to the contrary.
- E. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.

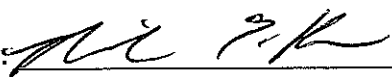
11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. The Parties agree that there were no inducements or representations leading to the execution of this Agreement other than those contained in this Agreement. No changes to this Agreement are valid unless they are in writing and signed by all Parties.

In consideration of the promises contained herein, the parties to hereby execute this agreement.

MORRISON COUNTY

CENTRAL MINNESOTA
COMMUNITY CORRECTIONS

By: 

By: 

Title: Chairman

Title: Associate Director

Date: 5/24/10

Date: 5/24/10

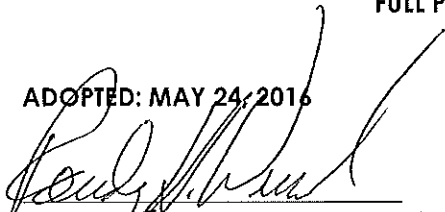
RESOLUTION OF COUNTY BOARD AUTHORIZING AND FIXING TERMS OF SALE

2016-042

BE IT HEREBY RESOLVED, THAT THE PARCELS OF LAND FORFEITED TO THE STATE FOR NON-PAYMENT OF TAXES APPEARING ON THE LIST FILED WITH THE COUNTY AUDITOR-TREASURER, WHICH HAS BEEN CLASSIFIED AND APPRAISED AS PROVIDED BY LAWS 1935, CHAPTER 282, AS AMENDED, SHALL BE OFFERED FOR SALE BY THE COUNTY AUDITOR-TREASURER; SAID SALE TO COMMENCE AT 10:00 AM ON THE 17TH DAY OF JUNE, 2016, AND THE COUNTY AUDITOR IS HEREBY DIRECTED TO PUBLISH A NOTICE OF SALE AS PROVIDED BY LAW.

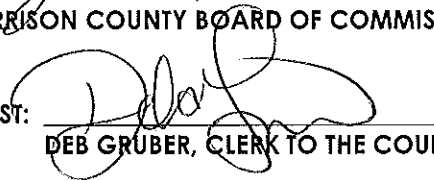
BE IT FURTHER RESOLVED, THAT THE TERMS OF THE SALE SHALL BE:
FULL PAYMENT AT TIME OF SALE (CHECK OR CASH)

ADOPTED: MAY 24, 2016



RANDY H. WINSCHER, CHAIRMAN
MORRISON COUNTY BOARD OF COMMISSIONERS

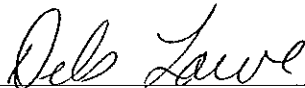
ATTEST:



DEB GRUBER, CLERK TO THE COUNTY BOARD

PURSUANT TO LAWS OF MINNESOTA, CHAPTER 284, SUBDIVISION 8, THE COUNTY AUDITOR-TREASURER SHALL AT THE TIME OF THE SALE, CHARGE AND COLLECT IN FULL AN AMOUNT EQUAL TO THREE PERCENT (3%) OF THE TOTAL SALE PRICE OF THE LAND, TIMBER AND STRUCTURES WHICH THE AMOUNT IS IN ADDITION TO THE TOTAL SALE PRICE OF THE LAND, TIMBER AND STRUCTURES. THERE IS ADDITIONAL CHARGES FOR THE STATE DEED (\$25.00), RECORDING FEE (\$46.00), WELL CERTIFICATE IF REQUIRED AND THE STATE DEED TAX (\$1.65 PER \$500.00). THE BUYER WILL BE ISSUED A STATE QUITCLAIM DEED. ALSO, ALL PARCELS WILL CONTAIN A WETLAND RESTRICTIVE COVENANT ON THE STATE DEED WHICH WILL PROHIBIT ENROLLMENT OF THE PARCEL IN A STATE FUNDED PROGRAM. IT IS ALSO HIGHLY RECOMMENDED TO RESEARCH ANY LIENS ON THE PROPERTY AND TO CONTACT THE PROPER TOWNSHIP OR CITY CLERK FOR DELINQUENT AND/OR FUTURE SPECIAL ASSESSMENTS.

GIVEN UNDER MY HAND AND SEAL THIS 24TH DAY OF MAY, 2016.



DEB LOWE, COUNTY AUDITOR-TREASURER
MORRISON COUNTY

2016
TAX FORFEITED LAND LIST

TOWN OF DARLING

S1/2 OF SE1/4 OF NE1/4
SECTION 5, TOWNSHIP 130, RANGE 30 (09.0032.000) \$2,500.00

TOWN OF MORRILL

NW1/4 OF SW1/4
SECTION 1, TOWNSHIP 39, RANGE 29 (17.0131.000) \$9,000.00

TOWN OF SCANDIA VALLEY – 10TH ADDN TO SHAMINEAU PARK

LOT 382 (29.2342.000) \$1,000.00
(This parcel will be sold as unbuildable & only be offered to the adjoining owners)

CITY OF GENOLA - VILLAGE OF NEW PIERZ

LOTS 6, 8, 9 & 10 LESS E 20 FT OF LOT 10 & PT OF LOT 7 DESC AS: COM 25 FT
E OF NW COR, ELY 15 FT, SLY 100 FT, WLY 40 FT, NLY 30 FT, ELY 25 FT, NLY 70 FT
TO BEG, BEING IN BLK 1 (37.0041.000) (Del Sp) \$10,000.00

CITY OF MOTLEY - AA WHITE'S ADDN

LOT 2, BLOCK 1 (41.0331.000) \$ 4,125.00

CITY OF UPSALA - UPSALA BDY COMM #1

LOT 10, BLOCK 1 LESS PT TO STATE FOR HWY
(47.0296.000) (Del Sp) \$ 1,000.00

RESOLUTION #2016-043

CLOSED EXECUTIVE SESSION
LABOR NEGOTIATIONS

WHEREAS, Morrison County wishes to negotiate with various Labor Unions representing Morrison County employees on insurance issues resulting from recent insurance RFP;

WHEREAS, pursuant to Minnesota Statute Section 13D.03, Subd. 1(b), the County Board by resolution may close a meeting to discuss Labor Negotiations strategies;

NOW THEREFORE, be it resolved:

The Morrison County Board of Commissioners hereby closes the County Board meeting on May 24, 2016 in order to discuss ongoing Labor Negotiations strategies.

Date: May 24, 2016



Chair, Morrison County
Board of Commissioners



Clerk