

AMENDED ITEMS—DECEMBER 17, 2012

CONSENT AGENDA:

h. Contract approval

SUGGESTED MOTION:

Move to authorize the chairman to sign the following contracts submitted by respective department head, subject to state's attorney approval.

- Steven Mottinger, Douglas Nesheim, and Ottmar & Ottmar Law Firm—public defender contracts for 2013.

i. Road Department purchase order for pickup truck

SUGGESTED MOTION:

Move to authorize the chairman to sign a purchase order with Puklich Chevrolet in the amount of \$24,855.00 for a Road Department pickup truck.

j. Plat approval

SUGGESTED MOTION:

Move to grant final plat approval for Lone Oak Farm Subdivision in Sections 11 and 14, Township 137N, Range 50W in Cass County, North Dakota. (This plat was previously approved by the commission on October 15, 2012, but since that time, the developer made some adjustments to the plat layout.)



MEMORANDUM

RECEIVED

DEC 14 2012

CASS COUNTY COMMISSION

State's Attorney

Birch P. Burdick

Assistant State's Attorneys:

- Mark R. Boening
- Tracy J. Peters
- Leah J. Viste
- Reid A. Brady
- Kara Schmitz Olson
- Gary E. Euren
- Kimberlee J. Hegvik
- Cherie L. Clark
- Tristan J. Van de Streek
- Ryan J. Younggren
- Renata J. Selzer
- Tanya Johnson Martinez

Victim/Witness Coordinators:

- Brenda Olson-Wray
- Debbie Tibiatowski
- Lori Lawson

Check Division/ Restitution:

- Josi Schultz
- Charlotte Eversvik

Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

PH: 701-241-5850
Fax: 701-241-5838

TO: Cass County Commissioners

FROM: Birch P. Burdick
Cass County State's Attorney

DATE: December 14, 2012

RE: Mental Health Contracts – 2013
Commission Consent Agenda

Enclosed please find two contracts regarding mental health legal services for respondents for 2013. Both have been signed by the other parties. I request they be added to the December 17th Commission consent agenda. About those two contracts:

- Ottmar and Ottmar, PC (Jamestown): This is a normal renewal for 12 months. Aside from the contract period, the only other change from the prior contract is an increase in compensation by the COLA amount of 2.4%.
- Mottinger and Nesheim (Fargo): This renewal is somewhat different. It is only for 3 months (January 1 – March 31, 2013). The increase in compensation reflects the COLA amount of 2.4% for those 3 months. The reason the duration is only 3 months is because attorneys Mottinger and Nesheim are interested in making a case that their compensation should be raised because of the heavy mental health caseload. They will submit to me a proposal for the remainder of 2013 and a justification for their proposal, which I will bring to you early in 2013 for your consideration.

Proposed Motion: Approve the two mental health contracts for (1) Ottmar & Ottmar, PC and (2) Mottinger and Nesheim as shown.

Ottmar & Ottmar, P.C.

Attorneys at Law

P.O. Box 1397

226 Second Avenue Southwest

Jamestown, North Dakota 58402-1397

Phone: (701) 252-7229

Fax: (701) 252-7461

Joanne H. Ottmar
Timothy J. Ottmar

Michelle M. Ottmar
Steven T. Ottmar

December 13, 2012

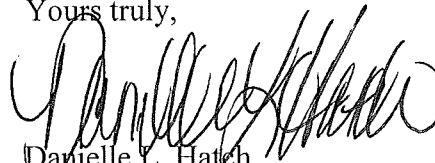
Birch P. Burdick
Cass County State's Attorney Office
PO Box 2806
Fargo, ND 58108

RE: Mental Health Public Defender Contract

Dear Birch:

Enclosed please find an original of the 2013 Mental Health Public Defender Contract, which has been executed by Tim. Please note that he changed the attorney to our corporation rather than him individually.

Yours truly,



Danielle L. Hatch
Legal Assistant

DLH
Encl.

**2013 CONTRACT FOR REVIEW OF RESPONDENTS IN
CASS COUNTY MENTAL HEALTH PROCEEDINGS**

This contract is made between the undersigned attorney(s), hereinafter referred to as ATTORNEY; and Cass County Government through its authorized representative, hereinafter referred to as COUNTY.

I. SERVICES COVERED

The ATTORNEY shall provide legal services for all Respondents physically located at the North Dakota State Hospital at Jamestown, North Dakota, who are subject to Mental Health commitment proceedings pursuant to N.D.C.C. 25-03.1 and are venued in Cass County, Fargo, North Dakota; provided, however, such legal services shall be limited to interviewing such Respondents for the sole purpose of determining whether or not they waive or demand any court hearing to which they may be entitled in Cass County District Court and to prepare and sign any necessary written documents evidencing such demand or waiver. It is expressly understood and agreed between the parties hereto that such legal services shall not include the representation of any Respondent in any North Dakota court.

II. CONTRACT PERIOD

This agreement shall commence January 1, 2013, and continue through and including December 31, 2013.

III. COMPENSATION

The ATTORNEY shall be paid the sum of \$9,437.00 for the contract period payable in equal monthly installments, starting on the last day of January 2013, and on the last day of each month thereafter through the end of the contract period.

IV. COSTS AND EXPENSES

The ATTORNEY shall pay for all costs and expenses incurred in providing contract services.

V. MISCELLANEOUS

The ATTORNEY is an independent contractor and shall not for any reason whatever be considered the agent of or an employee of COUNTY.

The County Commission shall be the supervising authority of this contract on behalf of COUNTY.

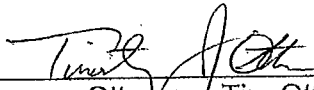
The ATTORNEY agrees to indemnify and hold harmless the COUNTY for malpractice claims made by persons represented by the ATTORNEY pursuant to this contract and in addition thereto, the ATTORNEY shall carry professional liability insurance in the amount of \$50,000.00 for any liability arising out of services provided pursuant to this contract.

The ATTORNEY or COUNTY may terminate this contract upon thirty (30) days written notice to the other party for any reason. If terminated under this provision, compensation will be paid on a pro rata basis through the time of termination. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY prior to the termination date shall be completed without further compensation as part of the contract unless otherwise agreed to in writing by the COUNTY.

Dated this _____ day of _____, 2012.

Chair, Cass County Commission
Cass County, North Dakota

Dated this 13 day of December, 2012.



~~Jeanne Ottmar or Tim Ottmar~~ OTTMAR & OTTMAR PC
Attorney AT: TIMOTHY J OTTMAR VP

**2013 – FIRST QUARTER - CONTRACT FOR INDIGENT PERSONS
IN MENTAL HEALTH PROCEEDINGS
IN CASS COUNTY**

This contract is made between the undersigned ATTORNEY(S), hereinafter referred to as ATTORNEY(S), and Cass County Government through its authorized representative, hereinafter referred to as COUNTY.

1. SERVICES COVERED

The ATTORNEY(S) shall provide legal services for eligible indigent persons at all stages of the proceedings pursuant to Rule 6 of the North Dakota Rules of Professional Conduct.

2. REPRESENTATION

The ATTORNEY(S) shall represent indigent clients when, by order of the Court, they are required to have representation and are eligible to be provided appointed counsel in the following categories of cases:

2.1 Mental Health proceedings pursuant to NDCC Chapter 25-03.1 which are venued in Cass County and regardless of whether the respondent is either a resident or a non-resident of Cass County. Any fee collected for representation of a non-resident shall accrue to COUNTY and not to the public defender.

2.2 Appeals to the North Dakota Supreme Court related to such mental health proceedings.

3. CONFLICT OF INTEREST

If at any time after an appointment has been made and the ATTORNEY(S) discovers a conflict of interest pursuant to the North Dakota Rules of Professional

Conduct, the ATTORNEY(S) shall follow the general provisions under Rule 11.2 North Dakota Rules of Court when withdrawing from a case. It is further understood that reassignment of counsel will then be made.

4. CONTRACT PERIOD

The duration of this contract shall be from January 1, 2013, through March 31, 2013. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) on or before March 31, 2013, shall be completed without further compensation as part of this contract. If not expressly renewed, the contract will otherwise expire on March 31, 2013.

5. PAYMENT FOR SERVICES

The ATTORNEY(S) SHALL BE PAID THE TOTAL SUM OF \$4,720.00 for the period of January 1, 2013, through March 31, 2013, payable in equal monthly installments at the end of the month in which the services are rendered, except as may be modified by a termination as provided below. The \$4,720.00 shall be divided equally between the ATTORNEY(S) who are parties to this contract. The Cass County Auditor shall establish payment procedures. Similar payments will be made if this contract is renewed for additional annual terms as provided above, unless specifically changed in writing and signed by all parties.

6. COSTS AND EXPENSES

The ATTORNEY(S) shall pay for all costs, fees and expenses incurred in providing contract services, except for the following expenses which shall be paid by the

County:

6.1 Witness fees.

6.2 Sheriff's fees.

6.3 Transcripts.

6.4 Per diem and mileage travel reimbursement: Upon approval of the County Auditor, expenditures for per diem and mileage travel expenses outside of Cass County will be paid at the state rate.

6.5 Psychological, psychiatric or chemical dependency evaluations.

6.6 Extraordinary expenses: Prior approval of the County Auditor is required for all expenses exceeding \$100.00 in total in any one case.

The ATTORNEY(S) will provide office space and supplies, clerical services and support personnel. In addition, the ATTORNEY(S) will provide all necessary books, equipment, furniture, malpractice insurance, photocopying expenses, and other necessities of the profession.

7. RECORD KEEPING AND REPORTING

The ATTORNEY(S) shall maintain individual case records showing services provided and hours served on each appointment, such records being submitted to the County Auditor by the 10th day of the month following disposition of the case.

8. INDEPENDENT CONTRACTOR

The ATTORNEY(S) is an independent contractor and shall not for any reason whatever be considered an agent or an employee of COUNTY.

9. SUPERVISING AUTHORITY

The County Commission shall be the supervising authority of this contract on behalf of COUNTY.

10. INDEMNITY

The ATTORNEY(S) agrees to indemnify and hold harmless the County for malpractice claims made by persons represented by the ATTORNEY(S) pursuant to this contract.

11. INSURANCE

The ATTORNEY(S) shall carry professional liability insurance in the minimum amount of \$50,000.00 for any liability arising out of services provided pursuant to this contract.

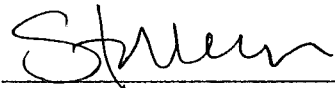
12. TERMINATION

The ATTORNEY(S) or COUNTY may terminate this contract upon thirty (30) days written notice to the other party for any reason. If terminated under this provision, compensation will be paid on a pro rata basis through the time of termination. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY(S) prior to the termination date shall be completed without further compensation as part of the contract unless otherwise agreed to in writing by the county.

Dated at Fargo, North Dakota, this ____ day of _____, 2012.

Chair, Cass County Commission
Cass County, North Dakota

Dated at Fargo, North Dakota, this 14 day of December, 2012.



Steven D. Mottinger, Attorney

Dated at Fargo, North Dakota, this 14 day of December, 2012.



Douglas Nesheim, Attorney



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DEC 12 2012

CASS COUNTY COMMISSION

MEMORANDUM

Highway
Department

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Design and Construction
Engineer

TO: Cass County Commission
FROM: Jason Benson, County Engineer *J. Benson*
DATE: December 12, 2012
SUBJECT: Consent agenda topic for December 17 Commission Meeting:

The 2013 Budget included the replacement of a ¾ ton pickup. The State of North Dakota recently opened bids for this item, and we are able to purchase from their contract. Low bidder is as follows:

Puklich Chevrolet	Bismarck	Chevrolet 2500	\$24,855.00
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I am recommending that the Commission approve the purchase of the vehicle from the ND State bid.

SUGGESTED MOTION: AUTHORIZE CHAIRMAN TO APPROVE PURCHASE ORDER FOR THE PURCHASE OF AN 8800 GVW PICKUP FROM PUKLICH CHEVROLET FOR \$24,855.00.

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

J:\Admin-Eng\Commission Corrsp\2012 Commission Correspondence\Consent Memo for 2013 Vehicle Purchase
121212.doc

701-298-2370
Fax: 701-298-2395



PURCHASE ORDER

PAGE: 1
 108252
 PO. NO.:
 DATE: 2/12/12

N.D. Sales Tax Exempt No. E-3009

PUKLICH CHEVROLET
 3701 STATE ST
 BISMARCK, ND 58502

SHIP TO: CASS COUNTY GOVERNMENT
 COUNTY ENGINEER
 1201 WEST MAIN AVENUE
 WEST FARGO, ND 58078

VENDOR NO.		SHIP VIA		F.O.B.		TERMS	
2430						NET	
DELIVER BY		CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
12/12/12		ROBERT LEINGANG		HALLAND, SHARI K		JASON BENSON	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE		
		211-4001-431.74-15		PUKLICH	12/12/12		

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	CHEVROLET 2500 PICK UP	24855.0000	24855.00

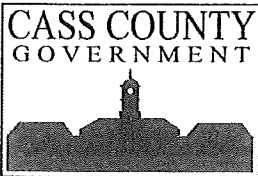
SUB-TOTAL 24855.00

CASS COUNTY GOVERNMENT

REMARKS:
 This is a 2013 budgeted item. This is being purchased off the state bid.

24855.00

AUTHORIZED BY _____ COUNTY OFFICIAL



RECEIVED

DEC 13 2012

MEMORANDUM

CASS COUNTY COMMISSION

**Highway
Department**

Jason Benson, P.E.
County Engineer

Richard S. Sieg
Superintendent

Thomas B. Soucy, P.E.
Design and Construction
Engineer

TO: Cass County Commission
FROM: Tim Solberg, County Planner *TPS*
DATE: December 13, 2012
SUBJECT: Consent Agenda Topic for December 17, 2012 Meeting:
Lone Oak Farm Subdivision

The Cass County Planning Commission reviewed the subject subdivision and held a public hearing on September 27, 2012 and due to lack of quorum at the public hearing later approved at an October 11, 2012 meeting. The County Commission then approved the final plat at the October 15 meeting. Since approval the developer has decided to make some adjustments to the plat layout. Although the original plat has already been approved and signed, we felt that the revisions and signature required approval again through the proper channels prior to authorizing a new signature. The Planning Commission approved these adjustments at their December 13, 2012 meeting.

The plat is located in Normanna Township, Sections 11 and 14, approximately 1/2 mile west of Cass County Highway 36 between the Cities of Kindred and Horace. The intended use of the subdivision is to plat four lots of which three will be used for residential development; one contains an existing farmstead.

The Planning Commission is recommending approval of the proposed plat and the developer has met all conditions for plat approval. We've also received a certified letter from Normanna Township approving of the plat. Therefore, the Planning Commission recommendation is being forwarded to the County Commission Board for action.

SUGGESTED MOTION: Move that the Cass County Board of Commissioners grant Final Plat approval for Lone Oak Farm Subdivision, Sections 11 and 14, Township 137N, Range 50W in Cass County, North Dakota.

1201 Main Avenue West
West Fargo, North Dakota
58078-1301

701-298-2370
Fax: 701-298-2395