

RESOLUTION NO. 71-08

To Enter Into an Intergovernmental Agreement with Burnett County and the St. Croix Chippewa Indians of Wisconsin for the Creation and Operation of an Aging and Disabilities Resource Center

WHEREAS, Aging and Disability Resource Centers (ADRC) serve a broad population of elderly persons and individuals with disabilities and their families, as well as those who are potential enrollees in a Family Care managed care organization (MCO); and

WHEREAS, many of the elements of an ADRC including outreach and marketing, information and assistance, quality assurance, health promotion, prevention, training, and administration can gain efficiencies through regionalization; and

WHEREAS, the State Department of Health Services (DHS) recommends that counties with smaller populations establish a multi-county ADRC for economy of scale, operational efficiencies, consistency, and improved quality of services to individuals served by the ADRC and enhanced coordination with the MCO; and

WHEREAS, DHS will provide bonus funding in the amount of \$40,000 each to Burnett County and the St. Croix Chippewa Indians, if they enter into a multi-county ADRC; and

WHEREAS, the Polk County Board of Supervisors and Burnett County Board of Supervisors has previously authorized the development of an Aging and Disabilities Resource Center Development Council (ADRCDC) to study the feasibility of a multi-county and St. Croix Chippewa Indians ADRC; and

WHEREAS, the members of the ADRCDC have since its formation been meeting to define the ADRC organizational structure, staffing, and budget; and

WHEREAS, the State requires that the ADRC be operational and will provide funding two months prior to an MCO becoming operational in the geographic area it will serve; and

WHEREAS, it is planned that the Family Care MCO will begin enrolling members in Burnett County and Polk County in April 2009, thus, necessitating that the ADRC be operational in February 2009; and

WHEREAS, the ADRCDC recommends that an ADRC be formed between Burnett County, Polk County, and the St. Croix Chippewa Indians of Wisconsin through a Wisconsin Statute 66.0301, Intergovernmental Cooperative Agreement; and

WHEREAS, the ADRCDC has developed such a model Intergovernmental Cooperative Agreement to define the broad operation of the ADRC between the two Counties and the St. Croix Chippewa Indians; and

WHEREAS, the ADRCDC had developed a staffing plan and budget for 2009 to be funded with State General Purpose Revenue and Federal Medical Assistance funds.

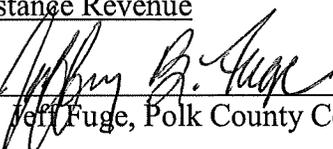
NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors agrees to enter into and approves an Intergovernmental Agreement with Polk County, Burnett County, and the St. Croix Chippewa Indians of Wisconsin for the operation of an ADRC, as such agreement is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED that the members of the ADRC Board to be appointed by Burnett County, Polk County, and St. Croix Chippewa shall be appointed by the respective appointing authorities during their October 2008 regular business meeting of the respective governmental body in accordance with the terms and conditions of the Intergovernmental Agreement.

BE IT FURTHER RESOLVED that the ADRCDC be instructed to continue with development and submittal of the application to the State for development of the ADRC and other such activities necessary to proceed until such time as the permanent ADRC Board is appointed and ready to transition to development and oversight of the ADRC.

Funding Amount: \$579,500 Calendar Year 2009

Funding Source: State of Wisconsin General Purpose Revenue and Federal Medical Assistance Revenue

Approved as to form: 
Jeff Fuge, Polk County Corporation Counsel

Submitted at the request of the Polk Human Services Board and Polk County Council on Aging.

Finance Committee Action _____

Personnel Committee Action _____

Date Submitted to County Board: 9/16/08

County Board Action: Adopted with amendment of deleting Section 12 of agreement last sentence of

SUBMITTED BY:

Human Services Board Members

Council on Aging

Diane Stoncking

Mawin Caspersen

David Markert

Ann Allen

Jim Stott

James A. Edgell

***INTERGOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN
BURNETT COUNTY, POLK COUNTY AND ST. CROIX CHIPPEWA INDIANS OF
WISCONSIN***

This Agreement is made and entered into by and between the three entities of **Burnett County, Polk County**, each of which are municipalities organized and existing under the laws of the State of Wisconsin, and the **St. Croix Chippewa Indians of Wisconsin**, a sovereign nation. The three entities are signatories to this Agreement and referred to herein as "Member Jurisdictions."

RECITALS

WHEREAS, each of the Member Jurisdictions is authorized to provide aging and disability resource services for its residents; and

WHEREAS, the Member Jurisdictions are authorized by Section 66.0301 of the Wisconsin Statutes to enter into contracts for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the Member Jurisdictions, acting for their benefit and for the health, safety, and welfare of their citizens, deem it to be in their mutual interests to join together to form an organization under Section 66.0301 of the Wisconsin Statutes to provide aging and disability resource services for their residents;

NOW, THEREFORE, for and in consideration of the benefits, covenants, and agreements set forth in this Agreement, the Member Jurisdictions agree as follows:

SECTION ONE

DEFINITIONS

The following definitions shall apply to this Agreement:

"Agreement" means this intergovernmental cooperation contract regarding the establishment of and the creation of an Intergovernmental Board to provide aging and disability resource services and programming in their respective communities.

"Aging and Disability Resource Center" (ADRC) means the entity that provides services and programming to age and disability qualified citizens of the Member Jurisdictions as determined by the Board.

“Aging and Disability Resource Center Board” (ADRC Board) means the intergovernmental cooperation board created under this Agreement pursuant to Section 66.0301 of the Wisconsin Statutes, which will act as an agent for all income derived through federal, state, and local sources, and otherwise perform the duties and functions specified in Section Four.

"Fiscal Year" means the period of time from the effective date of this Agreement to December 31, 2008, and thereafter commencing on January 1 and ending on December 31 of each following year.

"Governing Body" means the County Board or Tribal Council of each of the Member Jurisdictions.

"Member Jurisdiction" means any jurisdiction which is a party to this Agreement or which may hereafter become a party to this Agreement.

“Managed Care Organization” (MCO) means an entity that is certified under Wisconsin Statutes and contracts with the Department of Health Services to provide the Family Care benefit to residents of the Member Jurisdictions.

“Representative” means the individual designated by each Member Jurisdiction to be its representative to the ADRC Board.

SECTION TWO

PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish an organization for the Member Jurisdictions to provide aging and disability resource center (ADRC) services and programming to qualified residents of the Member Jurisdictions. In addition, the Member Jurisdictions hereby create the ADRC Board to oversee the provision of such services and to provide governance of the programs provided by the Member Jurisdictions.

The purpose of the organization is as follows:

Through a regional partnership, the ADRC Board will act as grantee for all state and federal funds related to the operation of ADRCs, establish standard operating guidelines for site operations, and identify regional based service options.

SECTION THREE

PARTIES TO AGREEMENT

Each Member Jurisdiction represents and warrants that it intends to, and does hereby, contract with all other Member Jurisdictions executing this Agreement, and any new members admitted to the organization pursuant to Section Eight hereof.

SECTION FOUR

THE ADRC BOARD

4.01 Creation. Pursuant to Section 66.0301 of the Wisconsin Statutes, there is hereby created an intergovernmental cooperation board composed of representatives of the Member Jurisdictions and citizen representatives to be known as the ADRC Board.

4.02 Powers and Duties of Board. The ADRC Board shall have the powers common to its Member Jurisdictions and is authorized, in its own name, to do all acts necessary to exercise such common powers to fulfill the purposes of this Agreement referred to in Section Two. In addition, the ADRC Board shall have the following powers:

- A. The ADRC Board shall have the power to establish the organization's annual budget as provided in Section 5.02.
- B. The ADRC Board shall have the authority to enter into leases or contracts necessary for the provision of services provided under this Agreement. Said leases or contracts shall not exceed two (2) years unless approved by the Governing Bodies of each Member Jurisdiction.
- C. The ADRC Board shall consider the recommendation of the director and determine the level of staffing and service necessary to be provided within each Member Jurisdiction.
- D. The ADRC Board shall appoint and retain a director. The ADRC Board will determine from which Member Jurisdiction the Director will be appointed. The director shall be selected in a manner consistent with the hiring policies of the Member Jurisdiction employing the Director. The selection shall be confirmed by a majority of Board members.
- E. The Director shall perform duties as set forth in Wisconsin Statutes relating to operation of an ADRC, including managing the property, business, finances, and employees subject to general control of the Board. The Director shall, with the assistance of the personnel offices and following the policies of each Member Jurisdiction, hire sufficient staff to perform the operation of the offices in each location. The Director shall direct enforcement of all policies and procedures adopted by the Board and as otherwise established by Board policy, assigned and delegated by the Board. The Director shall serve at the pleasure of the Board in accordance with employment policies of the employing Member Jurisdiction.
- F. The Director shall be supervised by the ADRC Board, which shall annually conduct an evaluation of the Director.
- G. The Board shall, by a majority vote, yearly approve a salary schedule for the Director for the following year. The Member Jurisdiction employing the Director shall assist the ADRC Board by recommending a salary schedule.

The Director will be compensated in accordance with the benefits of the Member Jurisdiction employing the Director.

- H. The ADRC Board shall determine by which Member Jurisdiction each staff position shall be employed. Staff shall generally be employed by the Member Jurisdiction in which their office is located. It is agreed and understood that employees serve all citizens of the ADRC Member Jurisdictions regardless of their location or employer. Employees are subject to the salary, benefits, hours, and other personnel policies and practices of the Member Jurisdiction in which they are employed.
- I. Any changes in the number, classification, or position description of staff recommended by the Director and approved by the ADRC Board shall be referred to the Governing Body of the Member Jurisdiction employing or recommended by the ADRC Board to employ such position.
- J. The ADRC Board shall provide an annual report to the Member Jurisdictions of the programs and services provided by the organization and the financial aspects of the programs and services provided.

4.03 Limitation on Powers of ADRC Board. The Board shall not have the power to borrow funds or levy taxes.

The Board shall not have the authority to own facilities or lease facilities for a term greater than two (2) years, unless approved by all Member Jurisdictions.

4.04 ADRC Board Membership. The ADRC Board shall consist of twelve members. The governing body of each Member Jurisdiction shall appoint Representatives to serve on the ADRC Board. The Representatives from each Member Jurisdiction shall be elected or appointed officials or other citizens of the Member Jurisdiction. No Representative may simultaneously serve on the ADRC Board and the board of directors of any MCO serving a Member Jurisdiction(s). These Representatives shall be selected by the Governing Body of the Member Jurisdiction pursuant to its normal procedures. State Statutes and policies directing the selection of ADRC Board Members shall be followed. Burnett County shall designate two Representatives, Polk County shall designate three Representatives, and the St. Croix Chippewa Indians of Wisconsin shall designate one Representative

The remaining ADRC Board Members shall be Citizen Representatives of consumers of ADRC services, as required under Wisconsin Statute Chapter 46. No Citizen Representative may simultaneously serve on the ADRC Board and the board of directors of any MCO serving a Member Jurisdiction(s). Each of these Citizen Representatives shall initially be appointed by the ADRC Board with confirmation by the Member Jurisdiction Governing Bodies. Subsequent selection and appointment will be by the ADRC Board. There shall be no limitation on the number of appointees from a Member Jurisdiction, but the Board shall seek to maintain equal geographic representation.

ADRC Board Members shall be appointed for terms of no less than three (3) years or until the occurrence of any one of the following events: (1) the ADRC Board receives written

notice from the appointing Governing Body Member Jurisdiction of the replacement of a Representative it had appointed; (2) the withdrawal of the Member Jurisdiction from this Agreement, in which case the withdrawing Member Jurisdiction shall lose its Representative seat(s) on the ADRC Board; or (3) the death or resignation of the Representative. In such event, a Governing Body Member Jurisdiction may, for the remainder of the term, appoint a Representative to replace the Representative if it had previously made the appointment. A Citizen Representative vacancy shall be filled for the remainder of the term by the ADRC Board.

The initial term of the ADRC Board Members shall be designated as one year, two years and three years in order to create a rotating schedule for Members to serve on the Board. Initial terms shall be determined by a random drawing conducted by the ADRC Board at its first meeting.

Board Members are entitled to meeting per diems reimbursed by the ADRC Board as set forth in its fiscal policy.

Member Jurisdiction Representatives and Citizen Representatives shall comply with the Wisconsin code of ethics for local government officials, employees, and candidates under Wisconsin Statute 19.59.

In the event a new Member Jurisdiction is admitted to the organization pursuant to Section 8, the number of ADRC Board members shall be adjusted to reflect that the new Member Jurisdiction is entitled to one (1) or more Representatives as provided herein. In the event that the additional representation from a Member Jurisdiction results in the number of citizen representatives being less than fifty (50) percent of the ADRC Board, the ADRC Board shall establish additional citizen representation on the ADRC Board. Likewise, in the event that a Member Jurisdiction withdraws or is removed from the organization, for whatever reason, and is no longer entitled to have representation on the ADRC Board, the ADRC Board shall be entitled to eliminate representation on the ADRC Board, provided that at no time shall the number of citizen representatives be less than fifty (50) percent of the ADRC Board.

The Member Jurisdiction Governing Boards must approve the number of new Member Jurisdiction Representatives. Such consent shall not be unreasonably withheld.

4.05 Meetings of Board. An initial organizational meeting of the ADRC Board shall be called by the Representatives from the Member Jurisdictions. Thereafter, meetings shall be held no less than quarterly, unless the ADRC Board establishes a different schedule of regular meetings.

Other meetings of the ADRC Board may be called by the Chair or by fifty (50) percent of the ADRC Board Members.

- A. Open Meetings. Each meeting of the ADRC Board shall be called, noticed, held, and conducted in accordance with the Wisconsin Open Meetings Law (Section 19.81 et. seq. of the Wisconsin Statutes). Meetings shall be recorded consistent with the provisions of Wisconsin Public Records and Open Meetings Laws.

- B. Quorum. A majority of the ADRC Board Members is a quorum for the transaction of business. A vote of a majority of a quorum at a meeting is sufficient to take action, unless a vote by a greater number is required by law or this Agreement. Attendance will include participation via electronic transmission, being voice or video. The ADRC Board may adopt policies and procedures relating to a Representative's attendance by remote communication.

4.06 ADRC Board Officers. Annually, at the first meeting of the ADRC Board in every calendar year, the ADRC Board Members shall elect a Chair, Vice Chair, and Secretary from the membership of the ADRC Board. The Chair, Vice-Chair, and Secretary shall be the officers of the ADRC Board and shall serve until successor officers are elected. The initial officers of the ADRC Board shall be elected at the ADRC Board's organizational meeting.

4.07 Powers and Duties of Officers.

- A. Chair. The Chair shall preside at all meetings of the ADRC Board and shall sign all resolutions, contracts, and any other documents of any kind requiring a signature on behalf of the ADRC Board. The Chair has the authority to establish committees with the approval of the ADRC Board.
- B. Vice Chair. The Vice Chair shall perform all of the duties and have all of the powers of the Chair in the absence of the Chair.
- C. Secretary. The Secretary shall ensure a complete record of the proceedings of the Board, prepare or ensure and approve the distribution of written minutes of all meetings. The secretary shall ensure meeting minutes are submitted timely to the County Clerk and Tribal Administrator of respective Member Jurisdictions.

SECTION FIVE

BUDGET AND AUDIT

5.01 Fiscal Policy. The ADRC Board will be responsible for developing fiscal policy for the operation of the ADRC, subject to review and approval of the governing body of the Member Jurisdictions. The ADRC shall comply with accounting requirements, as set forth by General Accepted Accounting Principles (GAAP) and the General Accounting Standards Board (GASB).

5.02 Budget. The ADRC Board shall prepare a proposed annual budget for the organization that will be submitted to each Member Jurisdiction for approval in a manner consistent with each of the Member Jurisdictions' budget approval processes.

Upon adoption of an annual budget, copies of the entire budget shall be distributed to each ADRC Board member and to each Member Jurisdiction. The budget may establish any and all reserve funds for the sound fiscal operation of the organization, as approved in the ADRC fiscal policy.

5.03 Audit. The ADRC Board shall cause an annual independent financial audit of the organization's accounts and records with respect to all receipts, disbursements, and other transactions. The annual audited financial statements shall be promptly forwarded to the respective Member Jurisdictions.

5.04 Financial Support. It is the intent of the parties to this Agreement that the annual costs associated with the delivery of ADRC services will be funded from Federal and State revenues. The Elder Benefit Specialist positions will continue to be funded through federal and county dollars.

5.05 Proration of Costs for New Members. Whenever a Member Jurisdiction becomes a Member Jurisdiction after January 1 of any fiscal year, one twelfth of its total yearly State and Federal funding allocation, as well as any other grants it is to receive for ADRC operations, shall be made available to the ADRC for each remaining month of the calendar year. Any additional local start-up costs shall be the responsibility of the new Member Jurisdiction.

5.06 Ownership of Facilities. Each Member Jurisdiction shall retain ownership of the current real property facilities used by the Member Jurisdiction for the provision of ADRC services in their respective Member Jurisdiction. Personal property may be owned, as delineated in the ADRC Board fiscal policy.

SECTION SIX

FISCAL AGENT, BILLING, AND PAYMENT PROCEDURES/SUPPORT SERVICES

6.01 Fiscal Agent/Employment. For the initial term of this Agreement and subject to the cancellation provisions herein, Polk County Member Jurisdiction shall serve as the fiscal agent for the ADRC Board providing all audit, generalized accounting including receipt of grant funds, completion and submittal of expenditure and service reports. Polk County Member Jurisdiction shall further provide support services including IT (Data Center), legal services, and a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance. Insurance coverage provided by the fiscal agent shall include Errors and Omission coverage for Officers and ADRC Board members.

6.02 Expense Reporting and Reimbursement. Other Member Jurisdictions will be responsible for timely reporting of employee and other expenses to the fiscal agent. The fiscal agent will be responsible for timely payment of employee and other expenses to the Member Jurisdictions.

SECTION SEVEN

INDEMNIFICATION

Each Member Jurisdiction shall indemnify the other Member Jurisdictions and their respective agents and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees incurred in the necessary prosecution or defense of any action, arising out of performance or nonperformance by that Member Jurisdiction of any of its obligations under this Agreement and which is caused in whole or in part by that Member Jurisdiction's negligent act or omission, or that of its agents or employees or anyone employed by it or for whose acts that it may be liable, or for any breach by it of any of the terms of this Agreement.

SECTION EIGHT

NEW MEMBERS

New Member Jurisdictions to the ADRC organization may be admitted upon the approval of the ADRC Board by two-thirds (2/3) majority vote.

Admission of any new Member Jurisdiction must also be approved by the governing body of each then existing Member Jurisdiction. Each new Member Jurisdiction must agree to the terms of this Agreement and deliver a duly executed copy of the Agreement to the ADRC Board.

SECTION NINE

WITHDRAWAL OF MEMBERS

Any Member Jurisdiction may withdraw from the organization upon providing at least sixteen (16) months written notice to the ADRC Board prior to the effective date of the withdrawal. Any withdrawal shall be effective on December 31 following the sixteen (16) months notice requirement.

Withdrawal from the organization will not relieve the Member Jurisdiction's financial obligation nor will the Member Jurisdiction be relieved of any liability of the organization which arose during that period of time that the Member Jurisdiction was a member of the organization or any liability which arose from an incident that occurred during that same period. The indemnity obligations set forth in Section 7 shall survive a Member Jurisdiction's withdrawal.

The withdrawal provisions can be modified by two-thirds (2/3) vote of the ADRC Board.

SECTION TEN

TERM OF AGREEMENT

This Agreement shall be effective upon approval of all of the Governing Bodies of the respective Member Jurisdictions and shall continue until terminated as provided herein.

This Agreement shall be subject to the right of each Member Jurisdiction to withdraw from participation in accordance with the terms of this Agreement and Wisconsin Statute and compliance with the requirements for withdrawal from the organization.

SECTION ELEVEN

DISSOLUTION OF ORGANIZATION

In the event of withdrawal by a Member Jurisdiction, the organization shall continue to exist with remaining Member Jurisdictions for the purpose of continuing to provide services for the remaining Member Jurisdictions. The fiscal policy of the ADRC Board shall establish procedures for the equitable distribution of ADRC assets of any withdrawing Member Jurisdiction or upon dissolution of the organization.

The organization may be dissolved, and this Agreement thereby terminated, by a vote of two-thirds (2/3) of the ADRC Board and consent of all the Member Jurisdictions Governing Bodies. Said dissolution shall be effective on the date established by the ADRC Board, but in no event earlier than the time commensurate for the organization to fulfill any contractual requirements.

SECTION TWELVE

DISPUTE RESOLUTION

It is understood and agreed that all disputes which may arise under or in connection with this Agreement shall be resolved by the ADRC Board. A Member Jurisdiction may seek review of a determination made by the ADRC Board by appeal to the Circuit Court provided, however, that no Member Jurisdiction shall be entitled to file a lawsuit unless and until it has made a reasonable good faith effort to resolve the dispute through a personal meeting with the ADRC Board. ~~The parties consent to sue and be sued in the Wisconsin court system provided the parties first attempt to resolve any dispute before the ADRC Board.~~

SECTION THIRTEEN

MISCELLANEOUS

13.01 Notices. Notices under this Agreement to Member Jurisdictions shall be sufficient if delivered to their Representatives and the office of the County Clerk and Tribal Administrator

of each Member Jurisdiction. Notices to the ADRC Board under this Agreement shall be sufficient if delivered to the ADRC Chair or Vice Chair in the absence of the Chair, at his or her regular business office. Notices for meetings of the ADRC Board shall be governed by the Open Meetings Law of the State of Wisconsin.

13.02 Amendments to Agreement. This Agreement may be amended at any time if the amendment is approved by all of the Member Jurisdictions acting through their Governing Bodies. Provisions of this Agreement with respect to Withdrawal of Member Jurisdictions may be amended by the ADRC board by two-thirds (2/3) vote.

13.03 Effective Date of Amendments. Any amendment of this Agreement shall become effective upon the ADRC Board receiving notice of the approval of the amendment by the required vote of the Governing Bodies of the Member Jurisdictions.

13.04 Severability. Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Wisconsin, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

13.05 Agreement Complete. The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

13.06 Prohibition Against Assignment. Neither Member Jurisdictions nor the ADRC Board may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or third party beneficiary of any Member Jurisdiction shall have any right, claim, or title to any part, share, interest, fund, or asset of the ADRC Board.

13.07 Procedural Rules for Meetings. All meetings of the ADRC Board or committees thereof shall be governed by the Wisconsin Open Meetings Law and current Robert's Rules of Order.

13.08 Execution. This Agreement shall be executed on behalf of each Member Jurisdiction, upon approval thereof by its Governing Body by duly authorized officials. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written below.

Dated and signed this _____ day of _____, 2008.

BY: _____
Chair of Member Jurisdiction

BY: _____
Clerk of Member Jurisdiction

POLK COUNTY BOARD OF SUPERVISORS
6:30 p.m., Tuesday, September 16, 2008
Polk County Government Center - County Board Room
Balsam Lake, WI 54810

Chairman Beseler called the meeting of the Polk County Board of Supervisors to order at 6:30 p.m.

County Clerk informed the Chair that notice of the original agenda was posted in three public buildings, mailed to all of Polk County media, published in the county's legal paper, Tri County and Indianhead Advertisers and posted on the county's website the week of September 8, 2008. The amended agenda was faxed to all media and published on the County website before noon of September 16, 2008. The Corporation Counsel verified that sufficient notice of the meeting was given.

Roll call was taken by County Clerk, Cathy Albrecht. 22 present. Supr. Messicci absent.

Supervisor O'Connell offered prayer.
Chairman Beseler led the Pledge of Allegiance.

Motion (Newville/Jepsen) to suspend the Rules to accept on the amended agenda. Motion carried by a unanimous voice vote.

Motion (Schmidt/Larsen) to approve the amended agenda. Motion carried by a unanimous voice vote.

Motion (Caspersen/Arcand) to approve the minutes of August 19, 2008. Motion carried by a unanimous voice vote.

Supr. Messicci attended the meeting.

Public comments were given.

Motion (Gamache/O'Connell) to strike the 30 minute rule for public comments and extend the time for another 45 minutes. Motion carried by a voice vote.

A briefing of the Court of Appeals decision on the Sale of Golden Age Manor was given by Corporate Counsel, Jeff Fuge.

Duana Bremer gave a presentation on the Salvation Army.

The Chair called a 5 minute recess. Meeting resumed

Finance Report was given by Tonya Weinert, Finance Director.

Res. 59-08 Amendment to the Polk County Shoreland Protection Zoning Ordinance Motion (Newville/Rediske) to reconsider Res. 59-08 that was adopted August 19, 2008. Sara McCurdy, Land Information Director and Gary Spanel, Zoning Administrator, explained the ordinance. **Motion carried** by a voice vote. **Motion (Masters/Brown) to refer back to the committee.** Roll call vote. 3 yes (Suprs. Caspersen, Masters and Newville. 20 no. **Motion failed. Motion (Sample/Rediske) for a two part amendment.**

First: Amend Article 8.D.1, second paragraph to read "Tourist rooming houses are subject to side yard setback to a principal structure as defined in Article II, C, Table 1

Second: "Tourist rooming house" means single family tourist cabins and cottages in which sleeping accommodations are offered for pay to a maximum of 2 tourists or transients per bedroom plus 2, not to exceed 8. It does not include private boarding or rooming houses not accommodating tourists or transients, bed and breakfast establishments regulated under Ch. HFS 197, or hotels and motels. Aye and Nay vote. 17 yes, 6 no. Those voting yes were Suprs.

Dueholm, Peterson, Johansen, Brown, Kienholz, Rediske, Masters, Sample, Messicci, Arcand, Larsen, Luke, Stoneking, Jepsen, O'Connell, Bergstrom and Newville. Those voting no were Suprs. Schmidt, Caspersen, Edgell, Johnson, Gamache and Beseler. **Motion carried.**

Aye and Nay vote on 59-08 as amended. 17 yes, 6 no. Those voting yes were Suprs. Dueholm, Peterson, Johansen, Brown, Kienholz, Rediske, Masters, Sample, Messicci, Arcand, Larsen, Luke, Stoneking, Jepsen, O'Connell, Bergstrom and Newville. Those voting no were Suprs. Schmidt, Caspersen, Edgell, Johnson, Gamache and Beseler. **Res. 59-08 as amended was adopted.**

Res. 68-08 Adopting Revised Zoning District Map for the Town of Balsam Lake Motion (O'Connell/Sample) to adopt Res. 68-08. Sara McCurdy and Gary Spanel spoke to the resolution. **Res. 68-08 was adopted by a voice vote.**

Res. 69-08 To Approve and Enter Into a Memorandum of Agreement with the Wisconsin Department of 'Natural Resources Regarding the Use and Development of the Amery to Dresser Trail Motion (Larsen/Jepsen) to adopt Res. 69-08. Deb Peterson, Director of Parks, Buildings and Solid Waste addressed the resolution. **Motion (Larsen/Schmidt) to amend Section V, Number 3 to read "The County will enter into a Land Use Agreement with an initial length of five years with the Department. The Land Use Agreement will identify that the Trail will initially be for foot travel and that it is intended that the County will apply for funds for and to establish a bike trail during the upcoming grant cycle and into the future until funds are secured."**
And for Section V, Number 13 to read "To the extent provided by law, the Department will indemnify and hold harmless the count, and its employees against all claims, damages, costs and expenses, including attorney reasonable attorney fees, arising from the performance of this MOA by the Department, its, agents, contractors, servants, licensees, permittees or employees. In case any action or proceeding is brought against the County or its employees by reason of any such claim, the Department, upon notice from the County will defend such action or proceeding."
Motion carried by a unanimous voice vote.
Motion (Edgell/Sample) to amend adding "County Labor" when referring to grant and other non levy funds in maintaining the Trail. Motion failed by a unanimous voice vote. Res. 69-08 as amended was adopted by a voice vote.

Res. 70-08 Support of a Change in the Register of Deeds Recording Fee From A "Per Page" To a "Flat Fee" Motion (Jepsen/Masters) to adopt Res. 70-08 Sara McCurdy addressed the resolution. **Res. 70-08 was adopted by a unanimous voice vote.**

Chair called a 5 minute break. Meeting resumed at 9:45 p.m.

Res. 71-08 To Enter Into an Intergovernmental Agreement with Burnett County and the St. Croix Chippewa Indians of Wisconsin for the Creation and Operation of an Aging and Disabilities Resource Center Motion (Jepsen/Sample) to adopt Res. 71-08. Richard Kammerud, Director of Human Services, addressed the resolution. **Motion (Stoneking/Sample) to amend by deleting the last sentence of Section Twelve of the agreement. Motion carried by a unanimous voice vote. Res. 71-08 as amended was adopted by a unanimous voice vote.**

Res. 72-08 To Authorize Polk County Aquatic Invasive Species Countywide Monitoring and Management Program Grant Motion (Jepsen/Kienholz) to adopt Res. 72-08. Tim Ritten, Director of Land and Water Resources, addressed the resolution. **Res. 72-08 was adopted by a unanimous voice vote.**

Res. 73-08 Restructure of the Department of Administration Motion (Larsen/Masters) to adopt Res. 73-08. Res. 73-08 was adopted by a unanimous voice vote.

Res. 74-08 To Remove Per Diems from the Renewable Energy Committee Motion (Masters/Luke) to adopt Res. 74-08. Res. 74-08 failed by a voice vote.

Res. 75-08 To Rescind Resolution 66-08, Polk County's Cash Handling Policy Motion (Schmidt/Johansen) to adopt Res. 75-08. Motion (Dueholm/Gamache) to refer the policy to each governing committee/board and bring back amendments or recommendation of rescission back to the full Board in January, 2009. Chair ruled to call the question. **Motion (Schmidt/Dueholm) to**
County Board of Supervisors

over rule the Chair's decision to call the question. The Chair changed his ruling. Aye and Nay vote on the motion. 17 yes, 6 no. Those voting yes were Suprs. Dueholm, Peterson, Johansen, Schmidt, Brown, Caspersen, Rediske, Edgell, Sample, Messicci, Arcand, Luke, Stoneking, Jepsen, O'Connell, Gamache and Beseler. Those voting no were Supr. Kienholz, Masters, Larsen, Bergstrom, Johnson and Newville. **Motion carried.**

Res. 76-08 To Rescind Polk County Resolution No. 65-08 and Proclaim Support for Enactment of Health Care Form Legislation. Motion (Edgell/Stoneking) to adopt Res. 76-08. Motion (Sample/Rediske) to amend the resolution by striking the second and third "Whereas" paragraphs and the first "Now, Therefore, Be It Resolved" paragraph. Chairman Beseler ruled the amendment out of order because it changes the purpose of the resolution. Ballot vote on Res. 76-08. 10 yes, 13 no. Those voting yes were Suprs. Peterson, Schmidt, Brown, Caspersen, Edgell, Masters, O'Connell, Johnson, Gamache and Newville. Those voting no were Suprs. Dueholm, Johansen, Kienholz, Rediske, Sample, Messicci, Arcand, Larsen, Luke, Stoneking, Jepsen, Bergstrom and Beseler. **Res. 76-08 failed.**

Standing Committee reports were given.

Motion (Jepsen/Larsen) to accept the appointments of Nathan Deprey to the Polk County Library Federation Board of Trustees and Kathleen Melin to the list of Appointments for Renewable Energy Committee. Motion carried by a unanimous voice vote.

Motion (Luke/Stoneking) to accept the annual reports for Child Support, Clerk of Circuit Court, Public Health and the 2006 Report for Golden Age Manor. Motion carried by a unanimous voice vote.

Supervisory reports were given.

Chairman's/Administrative Coordinator report was given by Chairman Beseler. He announced that there will be a special County Board meeting held on September 30, 2008 at 6 p.m. hopefully at Unity Schools to address issues regarding the Lime Quarry and Golden Age Manor. Also the annual (budget) meeting will be held on November 12, 2008 from 9 a.m. to 7 p.m. (if needed) and, if needed, November 13, 2008 starting at 10 a.m.

Motion (Newville/Bergstrom) to adjourn. Motion carried. (11:55 p.m.)