

Kris Glenn Mayberry, Sawyer County Clerk
Sawyer County Courthouse
10610 Main Street, Suite 10; Hayward, Wisconsin 54843
email address – county.clerk@sawyercountygov.org
telephone numbers 715.634.4866 and toll free 877.699.4110



July 14, 2015

Note: The Board may take action on any or all items listed on the following agenda.

AGENDA

Sawyer County Board of Supervisors meeting
Thursday; July 16, 2015; 6:30 p.m.; Large Courtroom; Sawyer County Courthouse

01. Call to order, roll call, Pledge of Allegiance, meeting agenda, search and rescue presentation, employee recognitions and awards, and audience recognition
02. Minutes of the meetings of June 16, 2015 and June 18, 2015
03. Zoning Committee report, including recommendations to approve:
 - rezoning Butterfield parcel in Town of Bass Lake (part Government Lot 3; Section 17, T 40 N, R 8 W)
 - Sawyer County Floodplain Ordinance – Tiger Cat Dam Floodplain Map, dam failure analysis, data and regional floodplain elevation
04. Land, Water, and Forest Resources Committee report, including:
 - recommendation to fill Forestry Department clerical/bookkeeping position
 - cooperative agreement pertaining to Wisconsin Continuously Operating Reference Stations Network
 - resolution pertaining to county shoreland zoning
05. Economic Development and UW-Extension Committee report, including Cooperation Agreement for Community Development Block Grant Program resolution
06. Public Safety Committee report, including:
 - payment of additional \$1 per hour to Sheriff's Department field training officers
 - part-time Sheriff's Department Patrol Deputies wage – 80% of current full-time Deputies wage
 - resolution adopting Sawyer County Hazard Mitigation Plan
 - options for Sawyer County Ambulance Service Department facilities in southern Sawyer County
07. Public Works Committee report, including utilization of Local Government Property Insurance Fund general contractor for repairs to County buildings damaged in September 4, 2014 storm
08. Health and Human Services Board report, including:
 - Sawyer County/LCO Drug Endangered Children protocol and memorandum of understanding
 - Sawyer County/LCO Child Abuse Multidisciplinary Team protocols
 - Sawyer County/LCO 161 Agreement
09. Administration Committee recommendations, including:
 - revision of employee travel and expense reimbursement policy
 - revision of employee disciplinary procedures policy
 - revision of employee recruitment and selection policy
 - resolution adopting law enforcement policies required for submission of Community Development Block Grants
10. Appointments, including approval of appointment to Sawyer County Housing Authority Board
11. Correspondence, reports from conferences and meetings, other matters for discussion only

KM

Kris Mayberry
Sawyer County Clerk

copies: Sawyer County Record, Sawyer County Gazette, WRLS, WHSM, AND WOJB

Kris Mayberry

From: Patricia Sanchez
Sent: Thursday, June 25, 2015 1:39 PM
To: Kris Mayberry
Subject: RE: July committee meeting agenda items

Hazard Mitigation Plan and I still need to know for certain on a brief SAR presentation and recognition of members at the full county board July 16th. -pat

Patricia Sanchez
Sawyer County Emergency Manager
(W) [715-634-2004](tel:715-634-2004)
(F) [715-638-3258](tel:715-638-3258)



From: Kris Mayberry
Sent: Thursday, June 25, 2015 10:42 AM
To: Dept-Head
Cc: Committee-Board of Supervisors
Subject: July committee meeting agenda items

Please provide me with any agenda items for the July committee meetings by 10 am tomorrow so that I can make the newspaper deadline for the meeting notice. Thank you

Kris

Kris Mayberry
Sawyer County Clerk
715.634.4866

minutes of the meeting of the Sawyer County Board of Supervisors
Tuesday; June 16, 2015; 10:00 a.m.; Large Courtroom; Sawyer County Courthouse

County Board Chair Hal Helwig called the special meeting of the Sawyer County Board of Supervisors to order. Roll call was as follows (x indicates present):

- district - supervisor - T = Town, V = Village, C = City, W = Ward
- x 01 - Dale Schleeter – T Lenroot W 1, T Hayward W 7, C Hayward W 5 and 6
 - x 02 - Kathy McCoy – T Lenroot W 2, T Round Lake W 1
 - 03 - Tweed Shuman – T Hayward W 1 and 2
 - x 04 - Iras Humphreys – T Hayward W 3 and 4
 - x 05 - Fred Zietlow – T Hayward W 5 and 6
 - x 06 - Dean Pearson – C Hayward W 1 and 2
 - x 07 - Thomas W. Duffy – C Hayward W 3 and 4
 - x 08 - Bruce Paulsen – T Bass Lake W 1 and 2
 - x 09 - Brian Bisonette – T Bass Lake W 3 and 4
 - x 10 - Hal Helwig – T Sand Lake, T Edgewater W 1
 - x 11 - Jim Bassett – T Edgewater W 2, T Bass Lake W 5, T Hayward W 8, T Meteor, T Couderay, V Couderay
 - x 12 - William Voight – T Spider Lake, T Round Lake W 2, T Winter W 1
 - x 13 - Ron Kinsley – T Hunter, T Radisson W 1, T Ojibwa W 1, V Radisson
 - 14 - Dale Thompson – T Radisson W 2, T Ojibwa W 2, T Weirgor, V Exeland, T Meadowbrook
 - x 15 - Warren Johnson – T Winter W 2, T Draper, V Winter

also present for the meeting: Frank Zufall (Sawyer County Record); Linda Zillmer (citizen); County Administrator Tom Hoff; Lori Baltrusis (UW-Extension); Child Support Department Director Sandy Okamoto; Maintenance Department Supervisor Tim Hagberg; Ambulance Service Department Director Eric Nilson; Emergency Management Department Director Pat Sanchez; Forestry Department Director Greg Peterson; Health and Human Services Department Director Paul Grahovac and Financial Manager Patty Dujardin; Chief Deputy Sheriff Brigitte Kornbroke; Jail Administrator Joe Sajdera; Sheriff's Secretary Margie Schull; Veterans Service Officer Renee Brown; Register of Deeds Paula Chisser; Clerk of Circuit Court Claudia Burgan; County Treasurer Dianne Ince; County Surveyor and Land Records Department Director Dan Pleoger; Zoning and Conservation Department Director Dale Olson; Highway Commissioner Gary Gedart; Circuit Court Judge Gerald Wright; Animal Control Officer Sherrie Shelton; Patty Leslie and Derek Leslie (L & L Aviation – contracted management and fixed-base operator at Airport)

The agenda for the meeting was presented as follows:

1. Wisconsin Counties Association presentation and meeting with County department heads regarding the county administrator form of government and its implementation in Sawyer County
2. Other matters for discussion only

Jon Hochkammer, of the Wisconsin Counties Association, provided a presentation entitled County Government Authority, Administrative Structure Option, and the Roles and Responsibilities of County Board Members. Following the presentation Mr. Hochkammer answered questions pertaining to the presentation.

minutes prepared by Sawyer County Clerk Kris Mayberry

minutes of the meeting of the Sawyer County Board of Supervisors
Thursday; June 18, 2015; 6:30 p.m.; Winter High School Auditorium; Sawyer County Courthouse

County Board Chair Hal Helwig called the June meeting of the Sawyer County Board of Supervisors to order. Roll call was as follows (x indicates present):

- district - supervisor - T = Town, V = Village, C = City, W = Ward
- x 01 - Dale Schleeter – T Lenroot W 1, T Hayward W 7, C Hayward W 5 and 6
 - x 02 - Kathy McCoy – T Lenroot W 2, T Round Lake W 1
 - x 03 - Tweed Shuman – T Hayward W 1 and 2
 - x 04 - Iras Humphreys – T Hayward W 3 and 4
 - x 05 - Fred Zietlow – T Hayward W 5 and 6
 - x 06 - Dean Pearson – C Hayward W 1 and 2
 - 07 - Thomas W. Duffy – C Hayward W 3 and 4
 - x 08 - Bruce Paulsen – T Bass Lake W 1 and 2
 - x 09 - Brian Bisonette – T Bass Lake W 3 and 4
 - x 10 - Hal Helwig – T Sand Lake, T Edgewater W 1
 - x 11 - Jim Bassett – T Edgewater W 2, T Bass Lake W 5, T Hayward W 8, T Meteor, T Couderay, V Couderay
 - x 12 - William Voight – T Spider Lake, T Round Lake W 2, T Winter W 1
 - x 13 - Ron Kinsley – T Hunter, T Radisson W 1, T Ojibwa W 1, V Radisson
 - 14 - Dale Thompson – T Radisson W 2, T Ojibwa W 2, T Weirgor, V Exeland, T Meadowbrook
 - x 15 - Warren Johnson – T Winter W 2, T Draper, V Winter

The agenda for the meeting was presented as follows:

01. Call to order, roll call, Pledge of Allegiance, meeting agenda, and audience recognition
02. Minutes of the meeting of May 21, 2015
03. Winter Depot Restoration Project, including approval of Revision #1 of State/Municipal Agreement for a Transportation Alternatives Program Project (including transfer of funds from construction to design)
04. Public Safety Committee report, including:
 - recommendation to increase compensation for mediators in family law cases
 - payment of premium for professional liability insurance coverage for Ambulance Service Medical Director
 - recommendation for new Ambulance Service facility at Ojibwa
05. Zoning Committee report, including recommendations to approve:
 - rezoning Butterfield parcel in Town of Bass Lake (part Government Lot 3; Section 17, T 40 N, R 8 W)
 - rezoning Mika parcel in Town of Round Lake (NW1/4NE1/4, Section 18, T 41 N, R 7 W)
06. Land, Water, and Forest Resources Committee report, including replacement of shared employee - Register of Deeds Office and Land Records and County Surveyor's Department
07. Public Works Committee report, including Airport sponsor certifications
08. Health and Human Services Board report, including:
 - Health and Human Services Department request to fill vacated Alcohol and Other Drug Abuse Counselor position
09. Administration Committee recommendations, including:
 - resolution in support of de-federalization of regional consolidated revolving loan fund
 - annual memorandum of understanding with LCO regarding \$100,000 of gaming proceeds
 - filling vacant position following Accounting Manager resignation
10. Correspondence, reports from conferences and meetings, other matters for discussion only
11. Proposed settlement agreement regarding a pending adverse possession claim involving a parcel of real estate owned by Sawyer County on the Tiger Cat Flowage [The Board may convene into **closed session**, pursuant to section 19.85(1), (g), Wisconsin Statutes, to address a proposed settlement agreement regarding a pending adverse possession claim involving a parcel of real estate owned by Sawyer County on the Tiger Cat Flowage. **Note:** The Board may reconvene into open session at the end of the closed session to announce or take action on matters discussed in the closed session.]

Motion by Kinsley, 2nd by Johnson, to approve the meeting agenda as presented. Motion carried.

Motion by Kinsley, 2nd by Bassett, to approve the May 21, 2015 meeting minutes. Motion carried.

Wisconsin Department of Transportation Northwest Region Local Program Manager Bill Zimmer, Wisconsin Department of Natural Resources Regional Program Manager Ben Bergey, and Friends of the Tuscobia President Ron Petit presented information and answered questions about the Winter Depot Restoration Project and a proposed Revision #1 of a State/Municipal Agreement for the Transportation Alternatives Program Project signed by Sawyer County on March 23, 2009. The revised agreement provides for project funds to be shifted from construction costs to design costs. Mr.

Zimmer indicated that the revised agreement does not obligate Sawyer County to pay additional funds beyond those obligations incurred with the 2009 agreement. Mr. Bergey assured the Board that the Wisconsin Department of Natural Resources is committed to the project and is prepared to take ownership of and maintain the restored depot building upon completion of its restoration. Mr. Petit provided an update on the effort to have the project plan bid documents revised in the hopes of lowering construction bids and costs. Mr. Petit also reviewed the efforts of the Friends of the Tuscobia to raise additional funds for the construction phase of the project. Director of the Ashland Economic Development Corporation Dale Kupczyk described the depot restoration project in the City of Ashland and its resulting economic benefits to the community. Local construction contractor Dan Brad testified to the structural integrity of the depot building. Motion by Shuman, 2nd by Voight, to approve proposed Revision #1 of the State/Municipal Agreement. Motion carried. Mr. Pearson and Mr. Zietlow voted no.

The Board discussed that Sawyer County Family Court Commissioner and Director of Family Court Services Susan Lein presented the Public Safety Committee with a request for approval to increase the amount paid contracted mediators in family law cases from \$50 per hour to \$70 per hour, and to pay mediators mileage at the rate paid to County employees. Circuit Court Judge Gerald Wright advised the Public Safety Committee that the compensation for mediators in family law cases comes from a mediation fund generated from court fees that must be spent for such purposes. The Public Safety Committee recommends approval of the request. The Administration Committee concurs with the Public Safety Committee recommendation. Motion by Kinsley, 2nd by Shuman, to approve the recommendation. Motion carried.

The Board reviewed a proposal from M3 Insurance Solutions to provide professional liability insurance coverage for Sawyer County Ambulance Service Medical Director Dr. David A. Lang for the period from June 10, 2015 to June 10, 2016. The total annual premium for the coverage would be \$6,117.17. The Board reviewed the minutes of the Sawyer County Board meeting held May 28, 2014 which approved Dr. Lang's offer to serve as the Medical Director with compensation for the services being \$500 per month and with Sawyer County to provide compensation (not to exceed \$5,000) for Dr. Lang to procure malpractice insurance. The Public Safety Committee recommends approval for payment of the \$6,117.17 premium to secure continuation of the coverage. The Administration Committee concurs with the Public Safety Committee recommendation. Motion by Shuman, 2nd by Kinsley, to approve the recommendation. Motion carried.

The Board discussed alternatives being considered by a sub-committee of the Public Safety Committee (Bill Voight, Dale Schleeter, and Dale Thompson) to review the options for the location of Ambulance Service Department facilities in southern Sawyer County. Mr. Schleeter and Mr. Voight indicated to the Public Safety Committee that, due to run volume data and other information, the sub-committee recommends Ojibwa as the location for those facilities. The Public Safety Committee voted to concur with that recommendation. Mr. Bassett spoke in opposition to the recommendation and advocated locating new Ambulance Service facilities in the Village of Radisson. Motion by Kinsley, 2nd by Paulsen, to table consideration of the Public Safety Committee recommendation. Motion carried.

County Clerk Kris Mayberry presented the following report of the Zoning Committee:

The Sawyer County Zoning Committee, having held a public hearing on May 15, 2015, pursuant to Section 59.69 (5) (e), Wisconsin Statutes, notice thereof having been given as provided by law and being duly informed of the facts pertinent to the proposed changes, hereby recommends that the petitions described as follows be approved:

1) Town of Bass Lake - Thomas G. Butterfield et al - Tony E. Butterfield, agent Part of Gov't lot 3, S17, T 40N, R 8W; Parcel 5301. Site Address: 12888W County Hwy E. Doc #248563 and #393553. Property has 17 total acres. Change from District Industrial One to District Residential/Recreational One. Purpose of request is to construct a dwelling. There are no industrial activities being conducted on the property. The Town Board approved the application with conditions. Findings of Fact of the Zoning Committee: It would not be damaging to the rights of others or property values.

The Board discussed what conditions the Town of Bass Lake Board imposed and what affect that has on rezoning. Motion by Bassett, 2nd by Shuman, to table the Zoning Committee recommendation. Motion carried.

2) Town of Round Lake - William J. Mika et al c/o Marilyn B and Thaddeus J. Mika (Life Estate). Part of the NW 1/4 NE 1/4, S18, T 41N, R 7W; being part of parcel 1201 and all of parcel 1203 more particularly described as the south 1/2 of said forty containing approximately 19 acres. Doc #322648 and #322649. Change from District Forestry One to District Agricultural Two. Purpose of request is to keep a pet horse by the renter. The Town Board approved. The Zoning Committee approved the rezone request except a two (2) acre parcel of land located as follows: Beginning at the south west corner of the NW 1/4 NE 1/4 of Section 18; thence running along the town road right of way 416'; then running east a distance of 208'; thence running south 416'; thence running west 208' to the point of beginning. Said parcel incorporates an existing dwelling that is currently used as a rental unit. The parcel is to remain zoned Forestry One and there are to be no agricultural animals allowed on this parcel. Findings of Fact of the Zoning Committee: It would not be damaging to the rights of others or property values and it will help zoning maintain an orderly map.

Motion by McCoy, 2nd by Shuman, to approve the Zoning Committee recommendation. Motion carried.

The Board reviewed the Land, Water, and Forest Resources Committee recommendation to fill a position shared between the Register of Deeds Office and the Land Records and County Surveyor's Office. The position is vacant due to a resignation. The Administration Committee concurs with the recommendation. Motion by Paulsen, 2nd by Bassett, to approve the recommendation. Motion carried.

Public Works Committee Chair Ron Kinsley presented the Committee recommendation to approve the following Federal Aviation Administration certifications agreeing to the terms and conditions attached to federal funding for the Sawyer County Airport:

- Sponsor Certification for a Drug-Free Workplace
- Sponsor Certification for Equipment and Construction Contracts
- Sponsor Certification for Project Plans and Specifications
- Sponsor Certification for Real Property Acquisition
- Sponsor Certification for Selection of Consultants
- Sponsor Certification for Construction Project Final Acceptance
- Sponsor Certification for and Disclosure Regarding Potential Conflicts of Interest

Motion by Shuman, 2nd by Bassett, to approve the recommendation. Motion carried.

Health and Human Services Board Chair Tweed Shuman presented the Health and Human Services Board recommendation to fill a vacant Alcohol and Other Drug Abuse Counselor position in the Health and Human Services Department. The Administration Committee concurs with the recommendation. Motion by Kinsley, 2nd by Voight, to approve the recommendation. Motion carried.

The Board reviewed the following proposed resolution and information developed and provided by Northwest Regional Planning Commission Loan Fund Manager/Business Development Specialist Jeff Dietrich on the advantages of the consolidation and de-federalization of local revolving loan funds:

Resolution #6-2015

Resolution In Support of Continued De-federalization
of the Regional Consolidated Revolving Loan Fund

WHEREAS, many Sawyer County municipalities voluntarily transferred the assets of the Community Development Block Grant (CDBG) funded Revolving Loan Fund to the Northwest Wisconsin Regional Economic Development Fund (NWREDF) in order to allow the businesses in Sawyer County greater access to a more flexible source of business financing and enhance economic development in the Northwestern Region of Wisconsin; and

WHEREAS, staff of the Northwest Regional Planning Commission followed the guidance and direction provided by the Wisconsin Department of Commerce (DOC) and the Department of Housing and Urban Development (HUD) in developing the process to consolidate and de-federalize the municipal the municipal revolving loan funds in the NWREDF as outlined in the Memorandum of Understanding executed in April 2006; and

WHEREAS, starting in 2011, administration of the CDBG program at the state level was transferred from DOC to the Wisconsin Economic Development Corporation (WEDC), and then to the Wisconsin Department of Administration (DOA) in July 2013; and

WHEREAS, on April 27, 2015 DOA notified the NWREDF that HUD has determined that the proper de-federalization process was not followed and that all existing cash and future consolidated loan fund repayments thereby must be considered federal and must adhere to all accompanying federal rules and requirements; and

WHEREAS, Sawyer County does not agree with the DOA and HUD ruling because the process of de-federalization was originally provided by DOC and HUD;

WHEREAS, having to administer the Consolidated Revolving Loan Fund with the existing federal guidelines will minimize the funds usefulness to businesses in that the federal requirements are restrictive and burdensome; and

NOW, THEREFORE, BE IT RESOLVED, that the Sawyer County Board of Supervisors encourages DOA and HUD to reconsider their ruling and allow the Consolidated Revolving Loan Fund proceeds to continue in their de-federalized status. This de-federalization is necessary and vital to Northwest Wisconsin businesses as they seek to add jobs and investment to the regional economy.

Advantages of "De-federalization" and Consolidation of Local Revolving Loan Funds (RLF)

- Communities will have access to a much larger pool of funds for local projects. All local "caps" are removed.
- Greater flexibility of loan terms for businesses
- Spreads the risk of lending over a greater area

- Ability to leverage additional Federal and State funds by utilizing pooled funds as match and grant application costs
- Ability to retain CDBG-RLF funds instead of returning to the State thereby providing additional local investment
- Access to centralized computer based loan tracking and collection system, and administrative cost sharing
- Federal reporting requirements are lifted. This is everything from ethnic information for new hires to household income information.
- The Davis-Bacon Act does not apply to loans from de-federalized monies.
 - The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.
 - For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.
- Funds can be used for incubator loans
- A portion of the funds can be used for downtown revitalization, i.e. façade loans
- Ability to use funds to establish a venture fund and/or make equity investments

For communities that elected to retain their CDBG-RLF funds, none of the aforementioned is possible. If the regionalized funds were to be declared "federalized," all of the administrative burdens and restrictions for use would return.

Motion by Kinsley, 2nd by Paulsen, to approve Resolution #6-2015. Motion carried.

The Board reviewed a proposed intergovernmental memorandum of understanding between Sawyer County and the Lac Court Oreilles Band of Lake Superior Chippewa Indians (LCO) confirming the understanding that \$100,000 of LCO's 2015 gaming proceeds, as provided for in Section XXXII(A)(5) of the 2003 Amendment to the LCO and State of Wisconsin Gaming Compact of 1991, be utilized by the County and LCO each being allocated \$50,000. The Lac Court Oreilles Tribal Governing Board approved the memorandum of understanding. The Administration Committee recommends approval of the memorandum of understanding. Motion by Shuman, 2nd by Johnson, to approve the recommendation. Motion carried.

County Administrator Tom Hoff requested approval to fill a vacant Accounting Manager position. The position is vacant due to an employee resignation. Motion by Paulsen, 2nd by Johnson, to approve the request. Motion carried. Mr. Bassett voted no.

The Board discussed developing policies for the County Board and referred the issue to the County Administrator.

County Clerk Kris Mayberry presented a proposed settlement agreement to resolve the issues of the Carol A. Bacon Trust vs. Sawyer County adverse possession claim. The agreement provides for the Trust to purchase from Sawyer County the parcel of real estate used as a driveway for the Bacon property located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of Section 16, Township 41 North, Range 7 West, on the Tiger Cat Flowage. Mr. Mayberry also proposed that the certified survey map created to identify the property to be conveyed to the Trust includes the grant of a private permanent non-exclusive easement road over and across that part of the County property located in the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section 16, Township 41 North, Range 7 West. The easement shall be to the extent presently being used as an access road for access to property located in the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) and the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section 16, Township 41 North, Range 7 West; and for the benefit of the properties presently using the road to access their property as well as for the benefit of the property owned by the County located in the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section 16, Township 41 North, Range 7 West. Motion by Zietlow, 2nd by Johnson, to approve the settlement agreement and the grant of the easement road. Motion carried.

Motion by Kinsley, 2nd by Shuman, to adjourn the meeting. Motion carried.

REPORT OF THE SAWYER COUNTY ZONING COMMITTEE

The Sawyer County Zoning Committee, having held public hearings on May 15, 2015 and on June 19, 2015, pursuant to Section 59.69 (5) (e), Wisconsin Statutes, notice thereof having been given as provided by law and being duly informed of the facts pertinent to the proposed change, hereby recommends that the petition described as follows be approved:

1) Town of Bass Lake - Thomas G. Butterfield et al - Tony E. Butterfield, agent; Part of Gov't lot 3, S17, T 40N, R 8W; Parcel 5301. Property is 17 acres. Change from District Industrial One to District Residential/Recreational One.

2) SAWYER COUNTY FLOODPLAIN ORDINANCE - STUDY APPENDIX

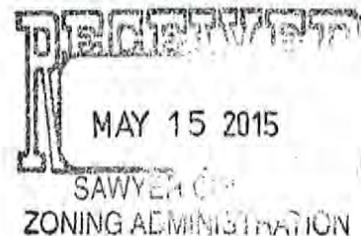
Add:

#19 Tiger Cat Dam Floodplain Map (hydraulic shadow with dam failure); dam failure analysis, data and Regional Flood Elevation dated August 10, 2010, prepared by Vierbicher Associates and approved by the Department of Natural Resources October 27, 2010. Public Hearing held June 19, 2015.

Town of Bass Lake

County of Sawyer

COPY



SUBJECT: **Change of Zone District Application #15-004**

TO: Sawyer County Zoning & Conservation Administration
10610 Main Street Suite #49
Hayward, Wisconsin 54843
E-mail: zone.deputy@sawyercountygov.org

Owner: *Thomas G. Butterfield et al Tony E. Butterfield, agent

Address: *6380N County Road E Stone Lake, WI 54876

Property Description: Part of Gov't lot 3, S17, T 40N, R 8W; Parcel 5301
#002-840-17-5301 Site Address: 12888W County Hwy E

Volume & Page of Deed: Doc #248563 and #393553

Acreage & Lot Size: 17 total acres

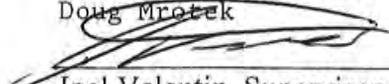
Change from District: Industrial One **to District:** Residential/Recreational One

Purpose of request: To construct a dwelling. There are no industrial activities being conducted on the property.

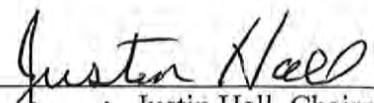
By Action of the Town Board, use is Approved Tabled
 Denied

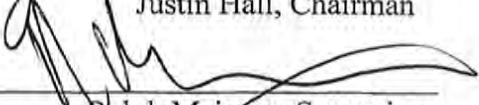
Public Hearing: May 15, 2015

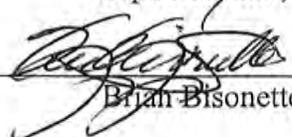


Doug Mrotek, Supervisor


Joel Valentin, Supervisor



Justin Hall, Chairman


Ralph Meixner, Supervisor


Brian Bisonette, Supervisor

Town of Bass Lake Rezone Decision

Owner: Thomas G. Butterfield et al - Tony Butterfield, agent

Re: **Rezone Application**

On the basis of the following *Findings of Fact, Conclusions of Law, and the Record in this Matter*, the Town Board of the **Town of Bass Lake** having considered said rezone application, be it therefore resolved that said rezone is hereby:

APPROVED

APPROVED IN PART

Subject to the following conditions:

Property can only be divided into two (2) parcels, with placement of only one single family dwelling on each.

Applicant agreed to condition per phone conversation.

Planning Committee recommended approval per phone vote.

Subject to the following conditions before Town will issue appropriate permit:

FINDINGS OF FACT

The rezone would not be contrary to the public interest and would be in compliance with the spirit and intent of the Sawyer County Zoning Ordinance and the Town of Bass Lake Comprehensive Plan Section 8.10 because;

The establishment, maintenance, or operation of the rezone will not be detrimental to or endanger the public health, safety, comfort or welfare because;

it would not be damaging to the rights of others or property values,

it would not be detrimental to ecology, wildlife, wetlands, or shorelands,

it would not create an air quality, water supply or pollution problem,

it would not create topographical problems, such as run off, drainage, erosion, flooding or vegetative cover removal.

The uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall not be, in no foreseeable manner, *substantially* impaired or diminished by establishment, maintenance or operation of the rezone; and

The establishment of the rezone will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zone district; and

The rezone will conform to all applicable regulations of the district in which it is located because;

- it would not destroy prime agricultural land,
- it would be compatible with the surrounding uses and the area,
- it would not create an air quality, water supply or pollution problem,
- it would not create an objectionable view.

That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public roads because;

- it would not create traffic or highway access problems.

The Town of Bass Lake Planning Committee recommends this decision to the Town Board.

Dated this 11th of May, 20 15

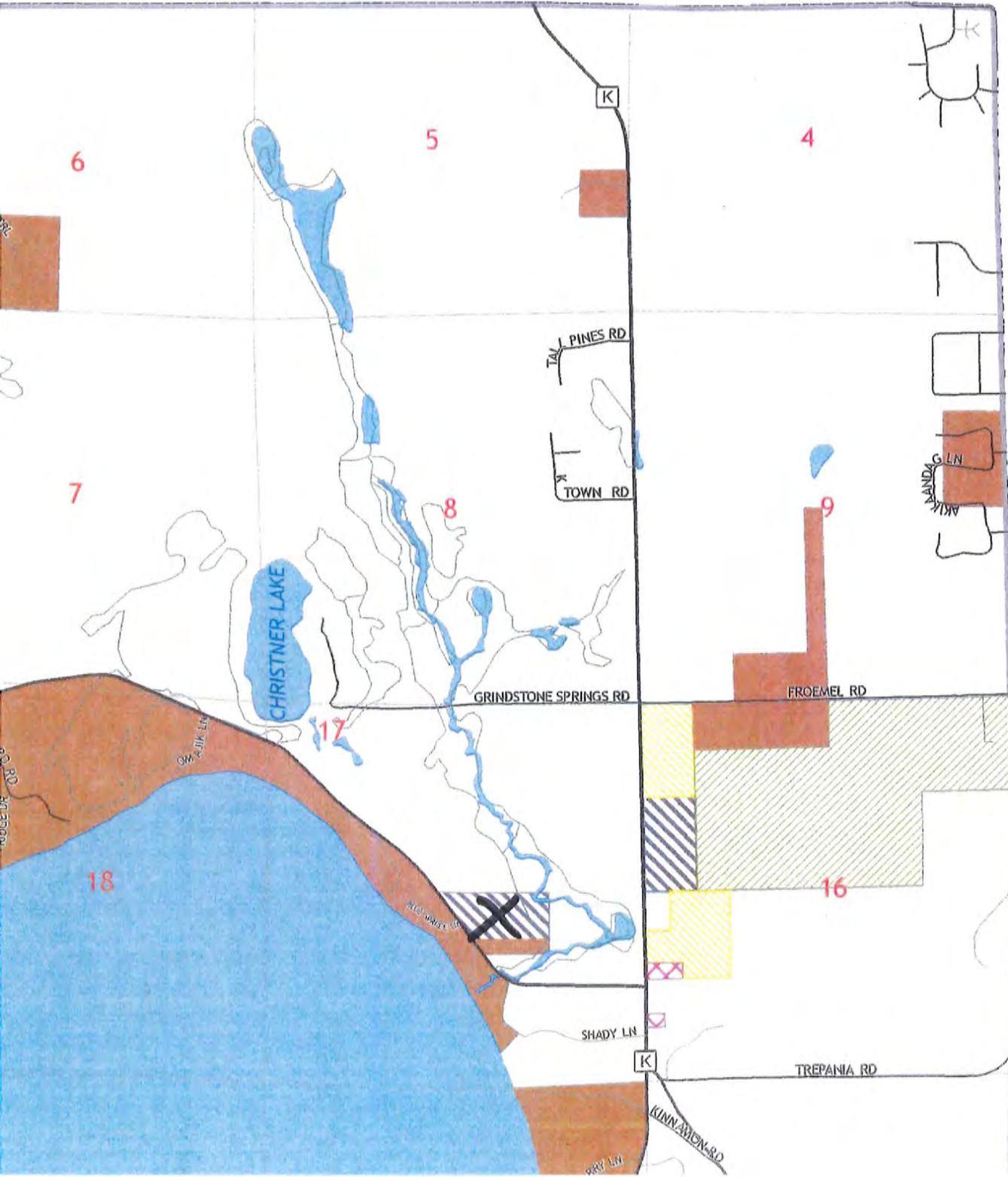


Erica Warshawsky, Clerk



Roads	
	COUNTY HWY
	PRIVATE ACCESS
	STATE HWY
	TOWN ROAD

Zone Districts	
	A-1
	A-2
	C-1
	F-1
	I-1
	R-1
	RR-1
	RR-2
	Water



3.L. 1

NE-NW

NW-NE

NE-NE

002-840-17 5101

002-840-17 2101

002-840-17 1201

002-840-17 1101

QUALITY WOOD E.
20' NORTH FOR CS&S

"SUNSET RIDGE LLC"
30' EASTMENT PER CS&S

Hunt

Tribal Land

DSTONE LAKE

USA IN TRUST FOR B. TAYLOR
Seessel
DUNN
Hopp
Frillici
Gibson

USA IN TRUST FOR B. TAYLOR

CRS Properties

McGraw

Wieland
Oesterreicher
Mausso

Butterfield

GRINDSTONE CREEK
WI DNR

NOTE: CS&S AND DEEDS WITHIN SECTION 17 ARE AFFECTED BY ERRONEOUS LOCATIONS OF SECTION LINES & 40 LINES OVER THE GAPS AND OVERLAPS ARE CORRECTED HEREIN. THESE LOCATIONS BY BEST FIT METHOD FOR MAPING PURPOSES

002-840-17 5412

002-840-17 5402

002-840-17 5401

002-840-17 5403

002-840-17 5404

002-840-17 5418

002-840-17 5405

002-840-17 5407

002-840-17 5413

NOTE GAP AREA

NOTE OVERLAP AREA

002-840-17 5400

002-840-17 5410

002-840-17 5409

002-840-17 5417

G.L. 4

2

002-840-17 5411

NOTE POSSIBLE GAP AREA DUE TO VARIOUS CHAINED POSTINGS

3

1

002-840-20 5101

GRAPHIC SCALE



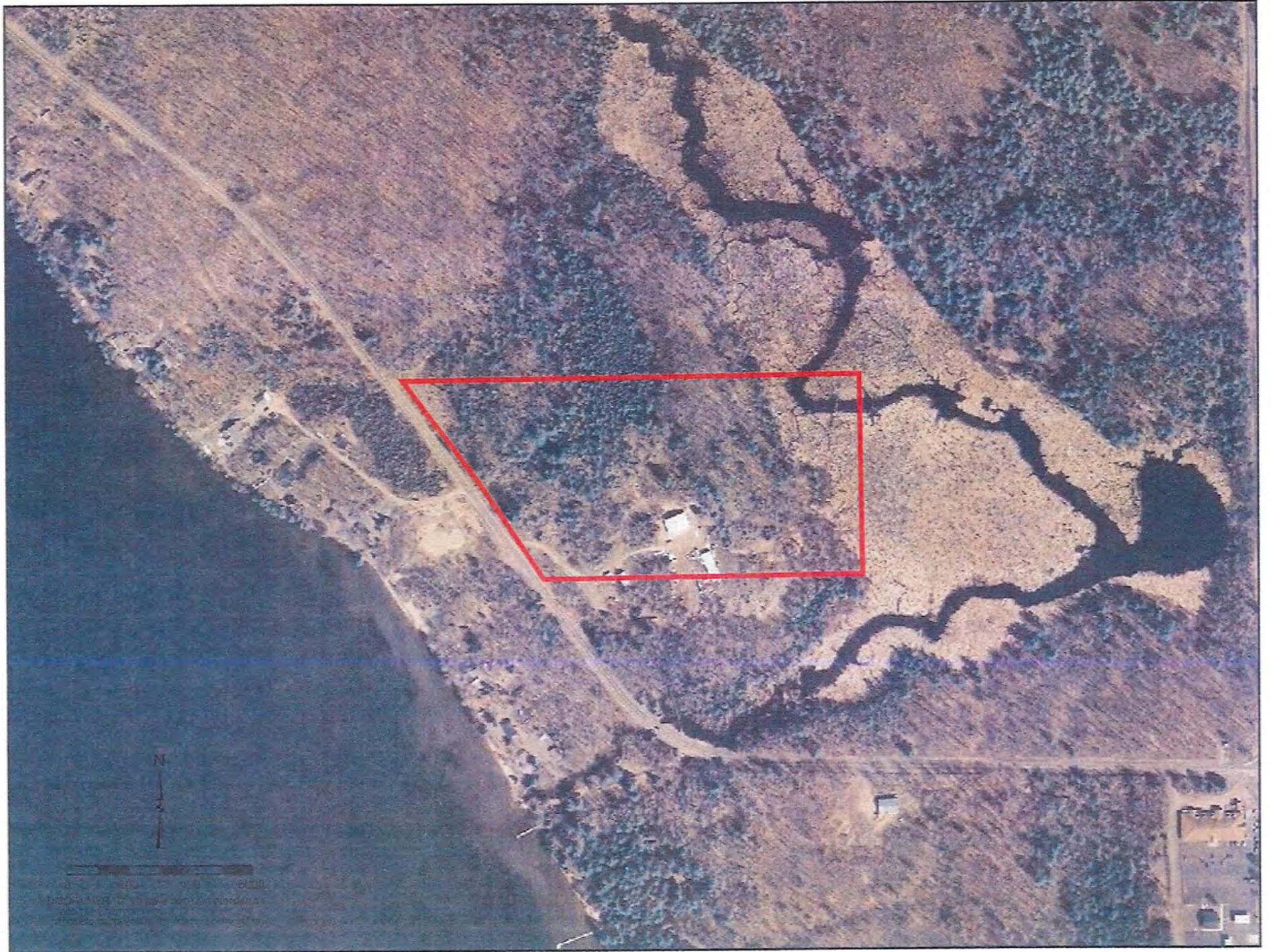
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Engineering, Consulting,
Surveying Services





**NOTICE OF PUBLIC HEARING
STATE OF WISCONSIN
SAWYER COUNTY**

PUBLIC NOTICE is hereby given to all persons that a **PUBLIC HEARING** will be held on June 19, 2015 in the Sawyer County Courthouse, 10610 Main Street, Hayward, Wisconsin at 8:30 AM before the Sawyer County Zoning Committee concerning the proposed addition of the Tiger Cat Dam Floodplain Map (hydraulic shadow assuming dam failure) to the Sawyer County Floodplain Study Appendix of the Sawyer County Floodplain Zoning Ordinance.

Add to: **FLOODPLAIN STUDY APPENDIX**

Tiger Cat Dam Floodplain Map (hydraulic shadow with dam failure), dam failure analysis, hydrologic and hydraulic analyses, prepared by Vierbicher Associates, Inc. dated August 10, 2010. Approved by DNR October 27, 2010.

The DNR approved floodplain map, failure analyses, floodway data and regional flood elevations located in the floodplain appendix on page appendix 1 of the Floodplain Ordinance.



LEGEND

C = Concrete Dam Failure Elevation with
Water Elevation at 1361
E = Earthen Dam Failure Elevation with
Water Elevation at 1352

 Hydraulic Shadow

 Earthen Dam Failure Elevation with
Water Elevation at 1352

Rev	Revisions	Date	By	Checked

VERBICHER
A S S O C I A T E S
 420 Valley Drive
 Madison, Wisconsin 53705
 Phone: (608) 221-4500 Fax: (608) 221-8218

TIGER CAT FLOWAGE DAM FAILURE
HYDRAULIC SHADOW
SAWYER COUNTY
WISCONSIN

Author/Checker	Project #
Scale	Date
1" = 500'	2002

Sheet	1	1	1
Drawing Number	FIGURE 6		

minutes of the meeting of the Sawyer County Land, Water and Forestry Resources Committee
Sawyer County Board of Supervisors
June 10, 2015; Assembly Room; Sawyer County Courthouse

Committee Members Present: Dean Pearson, Bruce Paulsen, Hal Helwig, Thomas Winiarczyk, Brian Bisonette, Fred Zietlow

County Personnel Present: Greg Peterson, Dan Pleoger, Kris Mayberry, Dale Olson, Paula Chisser, Tom Hoff, Eric Wellauer, Trevin Oertel

NRCS Personnel Present:

DNR Personnel Present:

LCO Personnel Present:

Others Present: Allan Serrano, Linda Zillmer, Jan Holmes, Don Mrotek, Warren Johnson,

1) Meeting called to order at 8:30AM by Vice-Chair Zietlow.

2) Approve agenda

Motion by Paulsen, second by Pearson to approve the agenda with the addition of a Closed Session, pursuant to section 19.85(1)(g) Wisconsin Statutes, to review a proposed settlement of litigation involving Sawyer County. The Committee may reconvene into open session to announce or take action on matters discussed in closed session. Motion carried.

3) Approve minutes

Motion by Zietlow, second by Paulsen to approve the May13, 2015 minutes. Motion carried.

4) Audience recognition

Zillmer, Town of Edgewater - roads open to ATV's. Peterson and Mrotek both stated that opening roads to ATV's is up to the township.

5) Event Dates

- a) Chequamegon Youth Mountain Bike Camp – 6/13/15 (insurance on file) – held at "OO"
- b) Stubborn Mule Adventure Race – 6/27/15 (insurance on file)

Motion by Paulsen, second by Pearson to approve both events. Motion carried.

6) Register of Deeds Department

a) Replacement of ROD/Tax Lister position due to resignation – Chisser and Pleoger both stated that help is needed in both departments due to resignation of employee. Money has been budgeted for 2015 for this position. Motion by Paulsen, second by Pearson to forward request to Administrative Committee again, with recommendation for approval to hire employee as soon as possible since funds are already budgeted. Motion carried.

7) Land Records and County Surveyor Department

- a) County work report – handout (on file with minutes)
- b) Pleoger stated that there is a need for a full-time GIS position and that this position will be included in the 2016 budget request. The Land Information Grant (\$150,000) - a new plan needs to be written.
- c) Tax listing is doing OK for now, but help will be needed.

8) Sawyer County Forestry Department

- a) Tuscobia Trail MOU – draft MOU is in the hands of the DNR and will be on agenda for July 2015.
- b) Proposal to trade NWNW for NENE in Section 18, Township 41 North, Range 8 West – Information and maps were handed out. Motion by Pearson, second by Paulsen to recommend the trade contingent upon the need for a survey and need to go through withdrawal and entry into the County Forest. Motion carried.

c) Recreational trail report: Peterson – everything going well, working on rehab/re-route of some single track trails. Salvage timber sale at Hatchery Creek, should be done in next week depending on rain. Mrotek – using some wood chips on trails for erosion.

d) County Forestry report (handout on file with minutes). Year-to-date revenue is \$1,534,192 (93% of budgeted revenue for 2015).

e) Replacement of position due to employee retirement – motion by Paulsen, second by Zietlow to send request for replacement (successor) to Administrative Committee with recommendation for approval as soon as possible. Motion carried.

9) Sawyer County Zoning/Conservation Department

d) Sanitation Update – Eric Wellauer (handout on file with minutes).

a) County work report (copy on file with minutes).

b) Update on Strouf pit – all permits are up-to-date.

c) Special event permit – (copy on file with minutes) to be considered in July

NRCS Business

None

LCO Business

None

Review and Approve Monthly Vouchers Report

Motion by Pearson, second by Zietlow to approve the vouchers as presented. Motion carried.

Other matters for discussion only

None

Closed Session

Motion by Bisonette, second by Pearson at 9:30 AM to go into Closed Session pursuant to sections 19.85(1)(g), Wisconsin Statutes, to review a proposed settlement of litigation involving Sawyer County. The Committee may reconvene into open session to announce or take action on matters discussed in closed session. Motion carried.

Motion by Paulsen, second by Pearson to re-convene into Open Session. Motion carried. [Minutes of Closed Session are kept in a confidential file in the County Clerks' office]

Adjourn

Motion by Paulsen, second by Pearson to adjourn meeting. Motion carried. Meeting adjourned at 9:38 AM.

Delores Dobilas, Recorder

minutes of the meeting of the Sawyer County **Land, Water and Forestry Resources Committee**
Sawyer County Board of Supervisors
July 8, 2015; Assembly Room; Sawyer County Courthouse

Committee Members Present: Dean Pearson, Bruce Paulsen, Hal Helwig, Brian Bisonette, Fred Zietlow

County Personnel Present: Greg Peterson, Dan Pleoger, Paula Chisser, Tom Hoff, Eric Wellauer, Tim Seidl, Dianne Ince

NRCS Personnel Present:

DNR Personnel Present: Jim Kujala

LCO Personnel Present:

Others Present: Allan Serrano, Linda Zillmer, Jan Holmes, Don Mrotek, Warren Johnson, Terrell Boettcher, Bill Noonan, Daniella Flamang

1) Meeting called to order at 8:30 AM by Vice-Chair Zietlow.

2) Approve agenda

Motion by Paulsen, second by Pearson to approve the adding an event on Event Dates and Approval of bid quotes on Elm Creek project (Sustainable Forestry Grant) and ATV projects (Chippewa Trail vault toilet project and Trail 31/3 ATV Trail repairs. Motion carried.

3) Approve minutes

Motion by Pearson, second by Bisonette to approve the June 10, 2015 minutes. Motion carried.

4) Audience recognition

Zillmer, Town of Edgewater, discussed the county adopting a wellhead protection ordinance.

5) Event Dates

- a) Tri Hayward Mini-Triathlon – 8/15/15.
- b) Hayward Hustle, WI High School Cycling League Race – 9/13/15.
- c) Birkie Trail Run 0 9/26/15.

Motion by Paulsen, second by Pearson to approve event requests contingent upon receiving certificates of insurance. Motion carried.

6) Register of Deeds Department

Chisser reported that document recordings are up from last year as well as fees collected. The ROD Office will start electronically recording documents soon.

7) Land Records and County Surveyor Department

- a) County work report – handout (on file with minutes). Motion by Zietlow, second by Paulsen to approve out-of-county travel to Madison. Motion carried.
- b) DOT agreement regarding WISCOR – GPS reference station housed at Winter Highway Shop. DOT will start charging for access (County would still be free). Motion by Pearson, second by Zietlow to approve agreement and send to County Board with recommendation for approval. Motion carried, Paulsen voting against without seeing agreement.

8) Sawyer County Forestry Department

- a) Tussockia Trail MOU – MOU is in the hands of DNR legal department. Will be on agenda for August 2015. Agreement would include three (3) counties – Barron, Washburn and Sawyer.
- b) Approval of bid quotes on Elm Creek project (Sustainable Forestry Grant) and ATV projects (Chippewa Trail vault toilet project and Trail 31/3 ATV Trail repairs. Motion by Paulsen, second by Bisonette to approve Chippewa Trail (Huffcut Concrete for \$14295 which includes excavation) and Trail 31/3 (Select Excavating for \$8,650) bid quotes. Motion carried. The bid quote for the Elm Creek Road Improvement Project came in over the grant amount. Motion by Zietlow, second by Pearson to modify the project scope and use funds from road maintenance line item on Elm Creek Road Improvement project with work to be done by Select Excavating. Motion carried.
- c) Recreational trail report: Mrotek – using some wood chips on trails for erosion. He doesn't know for sure if it really works. Bruce McMillan is resigning from being the County representative on the AWSC. Motion by Paulsen, second by Zietlow to replace McMillan with Steve Bethke. Motion carried.
- d) County Forestry report (handout on file with minutes). Year-to-date revenue is \$1,832,482 (111% of budgeted revenue for 2015).

DNR Forestry Report

Kujala gave an overview of the Good Neighbor Authority partnership. More information will be forthcoming.

9) Sawyer County Zoning/Conservation Department

- a) Wellauer - County work report (copy on file with minutes). A volunteer has offered to work with Carmody program to update files. Septic lake survey progressing.
- b) Update on WI State Budget bill resolution – Wellauer presented information. Motion by Paulsen, second by Pearson to approve resolution and send to County Board for approval. Motion carried.
- c) Discussion on conditional use permit for horses – Zoning Committee would need to approve ordinance. Olson is to draft a proposed ordinance.
- d) Discussion on requirement that all tax delinquent properties would be ineligible to be split – Wellauer, Pleoger and Ince all reported this topic being discussed at various meetings and groups.

NRCS Business

Steidl will be meeting other counties regarding EQIP funding.

LCO Business

None

Review and Approve Monthly Vouchers Report

Motion by Paulsen, second by Pearson to approve the vouchers as presented. Motion carried.

Other matters for discussion only

Adjourn

Motion by Paulsen, second by Pearson to adjourn meeting. Motion carried. Meeting adjourned at 9:25 AM.

Delores Dobilas, Recorder



Division of Transportation System Development

Truax Center
3502 Kinsman Blvd
Madison, WI 53704-2549

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Ray A. Kumapayi, P.E., Section Chief
Telephone: (608) 246-7941
Facsimile (FAX): (608) 245-8959
E-mail: ray.kumapayi@dot.wi.gov

June 15, 2015

Kris Mayberry
Sawyer County
10610 Main, Suite 10
Hayward, WI 54843

Dear Kris Mayberry:

The Wisconsin Department of Transportation (WisDOT) developed and signed an Agreement with your organization to establish a Wisconsin Continuously Operating Reference Station (WISCORS) at your facility. Since the signing of that Agreement, we are happy to inform you that all 82 Stations of the WISCORS Network are now operational statewide.

The original agreement we have with your organization (Agreement No. 75-19-07-2011) states (in part) under Section 4.2 that the agreement shall be reviewed every two years, coinciding with the State of Wisconsin's biennium. Subsequently, the original agreement was renewed.

Since that renewal, two sections were found to need revision:

- **DELETED:** Section 2.2.9: "Supply free of charge to the general public, all data collected by the GPS station. The duty to supply all necessary data to the general public shall continue until termination of this Agreement." This revision is made because WisDOT intends to develop administrative rules to charge appropriate fees for access to WISCORS information as authorized by the Wisconsin Legislature in s. 85.63(2), Wis. Stats. Accordingly, Section 2.1.3 of the Agreement was revised to remove the obligation for your organization to provide WISCORS data to the public free of charge.
- **REVISED:** Section 4.2 to read: "This Agreement shall continue in force unless modified as provided in this subsection, or terminated as provides in subsection 4.3 below. The terms and conditions of the Agreement may be reviewed by the parties at any time. At the time of the review, the parties shall determine whether the terms and conditions of this Agreement are still satisfactory to each party or whether modifications are required. If modifications are required, such changes shall be made by written amendment executed by both parties. Each party is free to request modifications to the terms and conditions of this Agreement at any time while this Agreement is in effect and such modifications may be made by written amendment upon the mutual agreement of both parties." This revision changes the Agreement to last until it is either modified by agreement of the parties, or terminated.

Additionally, minor changes have been made to Sections 1.1, 1.2, 1.3, 2.1.1, 2.1.3, 2.2.3, 2.2.8, and 4.3, as well as renumbering for consistency.

Please find attached an amended Agreement reflecting the above revisions. If this Amended agreement is acceptable to you, please sign and return to my address as follows:

Wisconsin Department of Transportation; Bureau of Technical Services, Truax Center; 3502 Kinsman Blvd.;
Madison, Wisconsin 53704; ATTN: Ray A. Kumapayi

We will send a fully executed copy of the amended Agreement for your records.

The Wisconsin Department of Transportation continues to appreciate your cooperation.

Sincerely,

Ray A. Kumapayi

Ray A. Kumapayi

**WISCORS
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF WISCONSIN,
DEPARTMENT OF TRANSPORTATION
AND
SAWYER COUNTY (PARTNER)**

THIS AGREEMENT is made between the State of Wisconsin, acting by and through the Secretary of the Department of Transportation (hereinafter referred to as DEPARTMENT), 4802 Sheboygan Ave.; Madison, WI 53705, and SAWYER COUNTY, acting by and through the County Clerk of Sawyer County (hereinafter referred to as the PARTNER); 10619 Main Street, Suite 54; Hayward, WI 54843.

1 Purpose

- 1.1 Section 66.0301 of the Wisconsin State Statutes, provides that the Secretary of Department of Transportation may coordinate the activities of DEPARTMENT under Sections 84.01(6) and (13), 84.06(1m), 84.09, 84.095, and 85.09, Wis. Stats. with other appropriate public authorities under Sections 86.25, 114.31 and 114.32, Wis. Stats., and enter into cooperative agreements with such authorities as necessary to carry out their duties, powers, and functions.
- 1.2 DEPARTMENT, in the interest of the traveling public and for the benefit of public safety, is developing a Wisconsin Continuously Operating Reference Stations (WISCORS) Network throughout the State of Wisconsin (hereinafter referred to as the PROGRAM). This PROGRAM will provide information needed to increase the accuracy of field collected Global Positioning System (GPS) survey and Geographic Information System (GIS) grade data. The PROGRAM is a system of GPS receivers permanently fixed at sites located in cities, counties, or villages throughout Wisconsin that provide positions on points of interest in real time instantaneously. DEPARTMENT intends to enact administrative rules assessing fees for access to the information supplied by the PROGRAM, as authorized by the Wisconsin Legislature in recently-enacted s. 85.63(2), Wis. Stats.
- 1.3 The PARTNER recognizes that the PROGRAM is a mutually beneficial way to participate in the implementation of the DEPARTMENT'S PROGRAM effort, and agrees to assist the DEPARTMENT with its goal of providing coordination, guidance, and support of other governmental entities as needed for development and maintenance of the PROGRAM, and agrees to participate by making the resulting GPS data available free of charge to the DEPARTMENT.

2 Responsibilities of Agencies

- 2.1 The PARTNER agrees to:
 - 2.1.1 Provide power to operate the GPS receiver and Uninterrupted Power Supply (UPS) (approximately 10 watts is needed); a secure facility to house the GPS receiver and related accessories; and the facility and/or land to place the monument.

- 2.1.2 The PARTNER shall notify the DEPARTMENT of any problems with the site and provide the necessary resources to resolve any minor operational issues with the site (e.g. reset GPS receiver, clean snow off GPS antenna, check power and/or internet connection, etc.)
- 2.1.3 Supply free of charge, upon completion of the WISCORS station, all necessary data collected by the PROGRAM, to the DEPARTMENT. This duty to make data collected available to the DEPARTMENT shall continue until termination of this Agreement.
- 2.2 DEPARTMENT agrees to:
 - 2.2.1 In cooperation with the PARTNER, carry out reconnaissance and select a suitable site for the CORS monument.
 - 2.2.2 Construct the CORS monument, including payment for all materials.
 - 2.2.3 Place conduit and buy all cabling needed to carry data from antenna on top of monument to the secure PARTNER structure that houses the GPS receiver.
 - 2.2.4 Purchase and install lightning suppressor and access box and cover to protect the GPS equipment from lightning.
 - 2.2.5 Purchase, install, and maintain GPS receiver, Uninterrupted Power Supply/Battery Backup if required, antenna, antenna cable, and cabling necessary to connect to Internet, including any modifications to the PARTNER building, such as conduit access points through walls and floors. All modifications to the partner building and site will comply with building and fire codes and will be done in a good workmanlike fashion.
 - 2.2.6 Purchase, install, and maintain the GPS hardware and software including future upgrades necessary in order to centrally implement and manage the proposed statewide PROGRAM, including but not limited to, network server, telecommunications equipment (at the server), and facilities.
 - 2.2.7 Provide one license (access code) free of charge to the PARTNER to gain access and operation to utilize the PROGRAM for surveying and positioning services for as long as the PARTNER provides the facilities and utilities specified in Section 2.1.1.
 - 2.2.8 Maintain the proposed WISCORS so as to provide continuous operation throughout the state.
 - 2.2.10 Retain ownership of monument, GPS hardware and software, and all necessary cabling provided by the DEPARTMENT to operate the GPS receiver at the PARTNER site.
 - 2.2.11 Provide suitable and secure high-speed internet (i.e. DSL, cable, etc.) connection at the PARTNER'S facility to continuously send GPS data to the DEPARTMENT'S computer server.

3 Reports and Inspections

- 3.1 Nothing in this Agreement shall deny the DEPARTMENT the right to inspect the system for satisfactory compliance with the requirements of the Agreement during normal business hours of the PARTNER building. The PARTNER reserves the right to accompany the DEPARTMENT during such inspections.

4 Certification of Funds: Term

- 4.1 This Agreement is subject to the determination by the DEPARTMENT that sufficient funds have been appropriated by the Wisconsin Legislature (or other governmental entities) to the DEPARTMENT for the purposes of this Agreement. If the DEPARTMENT determines that sufficient funds have not been appropriated for purposes of this Agreement, then this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.
- 4.2 This Agreement shall continue in force unless modified as provided in this subsection, or terminated as provides in subsection 4.3 below. The terms and conditions of the Agreement may be reviewed by the parties at any time. At the time of the review, the parties shall determine whether the terms and conditions of this Agreement are still satisfactory to each party or whether modifications are required. If modifications are required, such changes shall be made by written amendment executed by both parties. Each party is free to request modifications to the terms and conditions of this Agreement at any time while this Agreement is in effect and such modifications may be made by written amendment upon the mutual agreement of both parties.
- 4.3 This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Upon termination the DEPARTMENT shall 1) remove its equipment and the CORS monument, and 2) restore the property to its original condition at its own cost.

5 Disputes

- 5.1 In the event that any disputes arise between the DEPARTMENT and the PARTNER concerning interpretation of, or performance pursuant to, this Agreement, such dispute shall be resolved mutually between the Secretary of the Wisconsin DEPARTMENT of Transportation or authorized representative and the PARTNER'S authorized representative.

6 Notice

- 6.1 Notice under this Agreement shall be directed as follows:

Sawyer County
10610 Main, Suite 10
Hayward, WI 54843
ATTN: Kris Mayberry County Clerk
Telephone: 715-634-4866
E-Mail: county.clerk@sawyercountygov.org

Wisconsin Department of Transportation
Bureau of Technical Services
Truax Center
3502 Kinsman Blvd.
Madison, Wisconsin 53704
ATTN: Ray A. Kumapayi
Telephone: (608) 246-7941
E-mail: ray.kumapayi@dot.wi.gov

7 General Provisions

- 7.1 This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement.

- 7.2 Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 7.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Wisconsin.
- 7.4 This Agreement shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modifications thereof.
- 7.5 Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be duly executed in duplicate as of the day and year last written below.

PARTNER: _____ Date: _____
Kris Mayberry, County Clerk, Sawyer County

DEPARTMENT: _____ Date: _____
Ray A. Kumapayi, Chief, Surveying & Mapping Section, WisDOT

Resolution No. _____

Resolution In Opposition to Paragraph #23 of Joint Finance Committee Motion #520
to the State of Wisconsin 2015-2017 Budget Bill (Concerning Shoreland Regulations)

WHEREAS, on May 29, 2015, the Joint Committee on Finance ("Joint Finance") approved the inclusion of Item #23 of Motion #520 regarding county shoreland zoning standards in the budget bill, with no public input; and

WHEREAS, Sawyer County has shorelands along 294 named lakes with a total surface of 53,693 acres that have game and panfish populations, and 204 unnamed lakes, as well as 56 trout streams totaling over 180 miles, all of which shorelands are an invaluable environmental, recreational and economic resource for the people who live, work and play in the County – but only to the extent that the shoreline health and water quality are protected from pressures of both new development and re-development of existing structures; and

WHEREAS, Sec. 59.692 (1m), Wis. Stats, directs counties to zone by ordinance all shorelands in unincorporated areas in order "...to effect the purposes of s. 281.31 and to promote the public health, safety and general welfare...", with the rules set forth in NR115 intended to be minimum standards and not maximums; and

WHEREAS, Wisconsin's shoreland zoning regulations have only been sparingly and thoughtfully revised over the 47 years they have been in existence, the most recent significant revisions being made to NR115 by the Natural Resources Board in 2010 via the rule-making process, and said changes occurring only following many years of meetings, hearings, public input and deliberation; and

WHEREAS, Sawyer County has been administering county shoreland ordinances consistent with the minimum standards of NR115 since its inception in the early 1970's, requiring buffer mitigation and signed Shoreland Vegetation Protection Area (SVPA) agreements since January 1, 2004, and adopted the Shoreland-Wetland Protection Ordinance on October 20, 2011, to protect property values, the County's wildlife and fisheries habitat, and the natural scenic beauty of Sawyer County's shorelands, and, at the same time, provided flexibility to property owners in development of their property; and

WHEREAS, Sawyer County has, pursuant to Wisconsin law and by majority vote, provided additional protections of our surface water resources by following the 4-tiered Sawyer County Lakes Classification System, which is more restrictive than the minimum provisions in NR115, and strongly feels that counties should be able to enforce more than the minimum statewide standards to protect their unique local resources; and

WHEREAS, Item #23 represents significant policy changes to existing, effective county shoreland zoning regulations, and, if enacted, Item #23 would prevent local governmental units, charged by the State of Wisconsin with overseeing development within its shorelands, from protecting the rights of the property owner, the citizens of the area, and the environment in a fair and equitable manner; prohibit the County from regulating the maintenance, repair, replacement, restoration, rebuilding or remodeling of all or any part of a nonconforming structure within the same footprint and prohibit the County from requiring approval, permit fees or mitigation of impervious surfaces; leading to unchecked development along our shorelines which will cause irreparable harm to the water quality of our County, resulting in a drop in property values which in turn will damage the economy of our County, all with a complete lack of public input and review that is otherwise characteristic of the Wisconsin tradition of regulation that concerns natural resources and local land use;

NOW, THEREFORE BE IT RESOLVED, the Sawyer County Board of Supervisors does hereby respectfully request that the Joint Committee on Finance Motion #520, Item #23, containing significant regulatory changes pertaining to county shoreland zoning, be removed from the 2015-2017 budget bill.

BE IT FURTHER RESOLVED, that, if deemed necessary to amend shoreland zoning regulations, it be done by way of stand-alone legislation in regular legislative session with meetings, hearings, public input, and deliberation, rather than as part of the budget process.

BE IT FURTHER RESOLVED THAT, the Sawyer County Board of Supervisors directs the County Clerk to distribute a copy of this resolution to Wisconsin Governor Scott Walker, the Joint Finance Committee, and the respective representatives of the Wisconsin Senate and Wisconsin Assembly who serve and represent the citizens and constituents of Sawyer County.

minutes of the meeting of the Economic Development and UW-Extension Committee
Sawyer County Board of Supervisors
July 6, 2015; 8:30 a.m.; Assembly Room; Sawyer County Courthouse

Members present: Bill Voight, Tweed Shuman, Warren Johnson, Dean Pearson

Others present: Linda Zillmer; Sawyer County Record Reporter Frank Zufall; Northwest Regional Planning Commission Sheldon Johnson, Lori Laberee, and Ariga Grigoryan (UW-Extension); County Administrator Tom Hoff; County Board Chair Hal Helwig

Motion by Johnson, 2nd by Pearson, to approve the meeting agenda. Motion carried.

Motion by Pearson, 2nd by Shuman, to approve the June 8, 2015 meeting minutes. Motion Carried.

University of Wisconsin-Extension Community Natural Resource Economic Development Agent Ariga Grigoryan indicated Saturday, July 25th will mark the 20th year for the hazardous waste collection program known as Cleansweep, 8-noon at the County Highway Shop on Highway B. This program is offered through NWRPC, SC Government and UW-Extension. Approximately 7,000 pounds of hazardous waste has been collected annually, 67.5 tons have been removed from Sawyer County since the program began. This year Useable oil and latex paint will be accepted during the Cleansweep event at the paint exchange area. Any frozen or dried oil-based or latex paint will not be accepted. No usable or unusable latex paint will be accepted by the Household Hazardous Waste program. Dried latex paint may be disposed safely in a landfill. Sawyer County Maintenance Director, Tim Hagberg will assist in providing the trailer for paint collection. The paint trailer will be positioned at the county's maintenance shop on 5th Street in Hayward for public perusal following the event. Also featured will be medical collection for unused/expired prescription drugs. Law Enforcement and a pharmacist will be on hand for the collection includes pills which should be brought in their pill bottles for pill identification purposes. No syringes, inhalers, liquids or powders will be accepted. Moved by Pearson, 2nd by Shuman to accept latex paint.

Sheldon Johnson, Northwest Regional Planning Commission informed the committee a new housing grant application will be due on August 14 and the group will increase to 10 counties with the addition of Taylor County. Approximately \$7.6 million dollars in grants will be available statewide. Moved by Johnson, 2nd by Pearson to approve Resolution of Cooperation Agreement for CDBG Program. Motion carried. Sheldon was congratulated on the recent announcement he will become NWRPC Director January 1, 2016 due to the retirement of Myron Schuster.

The Committee reviewed the year-to-date Sawyer County sales and use tax report which reflected an increase in revenues each month so far in 2015 over those revenues in 2014.

The Committee reviewed the monthly department expense vouchers. Motion by Shuman, 2nd by Johnson, to approve the vouchers. Motion carried.

Motion by Shuman, 2nd by Johnson, to adjourn the meeting at 9:10 a.m. Motion carried.

minutes prepared by Sawyer County UWEX Department Head Lori Laberee

RESOLUTION # -2015

Cooperation Agreement for Community Development Block Grant Program

This agreement entered into on this ____ day of _____, 2015 by and between Sawyer County and the Counties of Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Taylor, and Washburn.

WITNESSED:

WHEREAS, Sawyer County has an identified need in the Northwest Regional Housing Program area to provide decent housing and the Wisconsin Division of Housing is making available housing funds to regions with a lead county agency, and

WHEREAS Sawyer County contemplates submitting jointly with the Counties of Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Taylor, and Washburn an application for funds under the Community Development Block Grant - (CDBG) housing program of the Wisconsin Division of Housing (DOH) for the purpose of meeting those needs, and

WHEREAS, Sawyer County and the Counties of Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Taylor, and Washburn desire to and are required to, enter into a written cooperative agreement with each other to participate in such CDBG program, and

WHEREAS, Sawyer County and the Counties of Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Taylor, and Washburn understand that Douglas County will act as the applicant and will have the ultimate responsibility to assume all obligations under the terms of the grant including assuring compliance with all applicable laws and program regulations and performance of all work in accordance with the grant contract.

WHEREAS, it is understood that the Department of Housing and Urban Development and DOH has access to all participants' grant records and authority to monitor all activities,

NOW, THEREFORE, pursuant to Wisconsin Statutes 66.0301, the Counties of Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor, and Washburn agree to cooperate in the submission of an application for such funds, and agree to cooperate in the implementation of the submitted CDBG program, as approved by the Department of Administration. Nothing contained in this agreement shall deprive any municipality of any power or zoning, development control or other lawful authority which it presently possesses.



**Northwest Regional
Planning Commission**
an economic development district

Serving communities within and counties of
ASHLAND • BAYFIELD • BURNETT
DOUGLAS • IRON • PRICE • RUSK
SAWYER • TAYLOR • WASHBURN
And the Tribal Nations of
BAD RIVER • LAC COURTE OREILLES
LAC DU FLAMBEAU • RED CLIFF • ST. CROIX

June 26, 2015

Kris Mayberry
10610 Main Street
Suite 10
Hayward, WI 54843

Dear Mr. Mayberry:

The Northwest Regional Housing Program, representing the Counties of Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, and Washburn is pleased to announce the addition of Taylor County to the regional housing program!

As a result of Taylor County joining the Northwest Regional Housing Program, it is necessary to modify documents previously adopted by the original nine counties.

The Wisconsin Department of Administration, Division of Housing has recently announced the availability of a new CDBG housing program application specifically for regions. Because Taylor County was not listed in the "Cooperation Agreement for CDBG Programs" adopted by the original nine counties in 2012, it is now necessary for each county board to approve a new cooperation agreement as soon as possible.

Enclosed is a new resolution needing to be approved at your next county board meeting. I will need an original approved document for the housing administration file. If you have any questions please call me at 715-635-2197 or email me at sjohnson@nwrpc.com.

Sincerely,

Sheldon Johnson

Enclosure

cc: Thomas W. Duffy

minutes of the meeting of the Public Safety Committee
Sawyer County Board of Supervisors
July 7, 2015; 8:30 a.m.; Assembly Room; Sawyer County Courthouse

members present: Fred Zietlow (Chair), Bill Voight, Dale Thompson, Jim Bassett

Others present: County Board member Warren Johnson, Sheriff Mark Kelsey, Chief Deputy Sheriffs Brigette Kornbroke and Craig Faulstich, Jail Administrator Joe Sajdera, Animal Control Officer Sherrie Shelton, Emergency Management Department Director Pat Sanchez, Ambulance Service Department Director Eric Nilson, Frank Zufall (Sawyer County Record), Holly Kelsey-Henry (Sawyer County Gazette), Sawyer County Administrator Tom Hoff, County Clerk Kris Mayberry

Motion by Thompson, 2nd by Voight, to approve the agenda as presented. Motion carried.

Motion by Voight, 2nd by Bassett, to approve the June 9, 2015 meeting minutes. Motion carried.

Sheriff Mark Kelsey presented awards to Sawyer County Deputy Sheriff Jay Poplin and City of Hayward Patrolman Jim Marucha for their role in the apprehension of 2 suspects on March 11, 2015. Sheriff Kelsey also presented a plaque to Chief Deputy Sheriff Brigette Kornbroke recognizing her 13 years of service to the Sheriff's Department.

The Committee reviewed a written monthly department report provided by Child Support Department Director Sandy Okamoto.

Chief Deputy Sheriff Brigette Kornbroke, after consulting County Administrator Tom Hoff, presented a recommendation to pay an additional \$1 per hour to Sheriff's Department field training officers for the hours worked as field training officers. Motion by Thompson, 2nd by Voight, to recommend County Board approval of the recommendation. Motion carried.

Chief Deputy Sheriff Brigette Kornbroke, after consulting County Administrator Tom Hoff, presented a recommendation to pay part-time Sheriff's Department Patrol Deputies 80% of the current wage for full-time Patrol Deputies. Motion by Voight, 2nd by Thompson, to recommend County Board approval of the recommendation. Motion carried.

Sheriff's Department Jail Administrator Joe Sajdera presented and reviewed with the Committee a daily jail population report and advised the Committee that a State jail inspection found the jail in good condition.

Chief Deputy Sheriff Brigette Kornbroke advised the Committee that the Sheriff's Department prisoner transport van is not meeting the needs of the Department and that options for a different van are being explored.

Animal Control Officer Sherrie Shelton presented and reviewed with the Committee a written monthly department report (copy in meeting file) and requested approval for travel for a training in Wausau at the end of July. Motion by Voight, 2nd by Thompson, to approve the report and request for travel. Motion carried.

The Committee reviewed a written monthly department report (copy in meeting file) prepared by Sawyer County Coroner Dave Dokkestul. Motion by Thompson, 2nd by Zietlow, to approve the report. Motion carried.

Emergency Management Department Director Pat Sanchez presented and reviewed with the Committee a written monthly department report (copy in meeting file), including noting that a donation had been received from the Hayward Insurance Agency (Rob Novak) towards the purchase of a weather radio for the Emergency Management Department, that there had been an number of search and rescue calls, and that there are Americore (federal grant) positions available to assist in the Emergency Management Department.

The Committee reviewed the following resolution:

Sawyer County Resolution # -2015

Adopting the Sawyer County Hazard Mitigation Plan

WHEREAS, hazard mitigation planning is the process of developing a set of actions designed to reduce or eliminate long-term risk to people and property from hazards and their effects; and

WHEREAS, Sawyer County has worked through its Local Emergency Planning Committee and in cooperation with the Northwest Regional Planning Commission to develop the Sawyer County Hazard Mitigation Plan, to assess the magnitude of hazard risks, and to develop strategies for minimizing or reducing these risks; and

WHEREAS, Sawyer County Emergency Management provides emergency management planning, coordination, response, and recovery support on behalf of all communities of Sawyer County; and

WHEREAS, the planning meetings for this effort were open to the public, properly noticed in accordance with Wisconsin's Open Meeting's Law, and included a special Public Informational Meeting held on Sawyer ; and

WHEREAS, the Plan was reviewed and approved by Wisconsin Emergency Management and FEMA as meeting the requirements of the Federal Disaster Mitigation Act of 2000 and applicable Code of Federal Regulations; and,

WHEREAS, adoption of the Plan by the County Board will make all incorporated and unincorporated jurisdictions within Sawyer County eligible to apply for federal grant dollars for hazard mitigation projects.

THEREFORE, be it resolved the Sawyer County Board adopts the Sawyer County Hazard Mitigation Plan as the official all hazard mitigation plan for the County with the intent of implementing the plan recommendations as funding and resources allow.

Motion by Thompson, 2nd by Zietlow, to recommend County Board approval of the resolution. Motion carried.

The Committee reviewed a written monthly department report (copy in meeting file) prepared by contracted communications specialist John Kruk.

Ambulance Service Department Director Eric Nilson presented and reviewed with the Committee a written monthly department report (copy in meeting file). Director Nilson discussed with the Committee options being considered for the location of Ambulance Service Department facilities in southern Sawyer County and that the facilities now being used to house Ambulance Service Department employees in the former Radisson school building are not adequate to house those employees. Director Nilson reviewed the options for temporary facilities, including the option of renting 2 residential apartments in the Village of Radisson or the option of renovating a house taken by the County for non-payment of real estate taxes. Motion by Bassett, 2nd by Zietlow, to have Director Nilson work with Maintenance Department Director Tim Hagberg to obtain estimates for the renovation of the County-owned building, and to recommend that option to the County Board. Motion carried. Mr. Voight voted no.

Ambulance Service Department Director Eric Nilson advised the Committee that he will be meeting with the town board of towns located in Washburn County and served by the Sawyer County Ambulance Service concerning a contribution to the Sawyer County Ambulance Service for providing that service.

The Committee reviewed the monthly department vouchers. Motion by Thompson, 2nd by Bassett, to approve the vouchers. Motion carried.

Motion by Thompson, 2nd by Bassett, to adjourn the meeting. Motion carried.

minutes prepared by Sawyer County Clerk Kris Mayberry

minutes of the meeting of the Administration Committee
Sawyer County Board of Supervisors
July 9, 2015; 8:30 a.m.; Assembly Room; Sawyer County Courthouse

members present: Hal Helwig (Chair), Ron Kinsley, Jim Bassett, Dean Pearson, Brian Bisonette, Dale Thompson

also present: County Board member Warren Johnson, Information Technology Department Director Mike Coleson, County Treasurer Dianne Ince, County Administrator Tom Hoff, County Clerk Kris Mayberry

Motion by Thompson, 2nd by Kinsley, to approve the meeting agenda. Motion carried.

Motion by Bassett, 2nd by Thompson, to approve the June 11, 2015 meeting minutes. Motion carried.

Veterans Service Department Director Renee Brown presented a written monthly department report (copy in meeting file), including a Veterans Service Department annual report for 2014, receipt of the 2015 Veterans Service Office grant for \$8,500, progress in staffing the Veterans Clinic in Hayward, and renovations to the Sawyer County Veterans Service Department office.

The Committee discussed the Public Safety Committee recommendation to pay an additional \$1 per hour to Sheriff's Department field training officers for the hours worked as field training officers. Motion by Thompson, 2nd by Bassett, to recommend County Board approval of the recommendation. Motion carried.

The Committee discussed the Public Safety Committee recommendation to pay part-time Sheriff's Department Patrol Deputies 80% of the current wage for full-time Patrol Deputies. Motion by Pearson, 2nd by Thompson, to recommend County Board approval of the recommendation. Motion carried.

County Administrator Tom Hoff presented a written monthly report, including meeting with Mike Hager (CPAs Anderson, Hager & Moe) regarding preparation for the 2014 Sawyer County Financial Statement and Audit, Ambulance Service Department billing, preparation for development of the 2016 Sawyer County Budget, property and workers compensation claims, employee hiring, employee personnel policies and training.

County Administrator Tom Hoff presented proposed revisions to the County's policy for employee travel and expense reimbursement (Policy 411). Motion by Thompson, 2nd by Bassett, to recommend County Board approval of the revisions. Motion carried.

County Administrator Tom Hoff presented proposed revisions to the County's policy for employee disciplinary procedures (Policy 202). Motion by Bisonette, 2nd by Thompson, to recommend County Board approval of the revisions. Motion carried.

The Committee reviewed the following proposed resolution received from the Northwest Regional Planning Commission:

Resolution # -2015

Adoption of Law Enforcement Policies Required
for Submission of Community Development Block Grants

Whereas, federal and state monies are available under the Community Development Block Grant Program, administered by the State of Wisconsin; and,

Whereas, the program requires that units of government receiving these funds adopt and enforce the following:

1. Sawyer County hereby prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations in accordance with Section 519 of Public Law 101-144.
2. Sawyer County hereby agrees to enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent and civil rights demonstrations within its jurisdiction.

Now, therefore, be it resolved, that the Sawyer County Board of Supervisors does hereby approve and authorize the adoption and enforcement of the aforementioned policies regarding use of excessive force against individuals engaged in non-violent civil rights demonstrations.

Motion by Kinsley, 2nd by Bassett, to recommend County Board approval of the resolution. Motion carried.

County Clerk Kris Mayberry provided a department report.

County Treasurer Dianne Ince presented a financial report (copy in meeting file) through June of 2015 and the Wisconsin Department of Revenue monthly report on county sales and use tax distribution to Sawyer County which included the following information:

- distributed to Sawyer County in June of 2015 - \$130,211.67
- distributed to Sawyer County in 2015 through June - \$809,927.15
- distributed to Sawyer County through same month in 2014 – \$642,901.37
- 2015 Sawyer County Budget sales and use tax revenue forecast - \$1,600,000

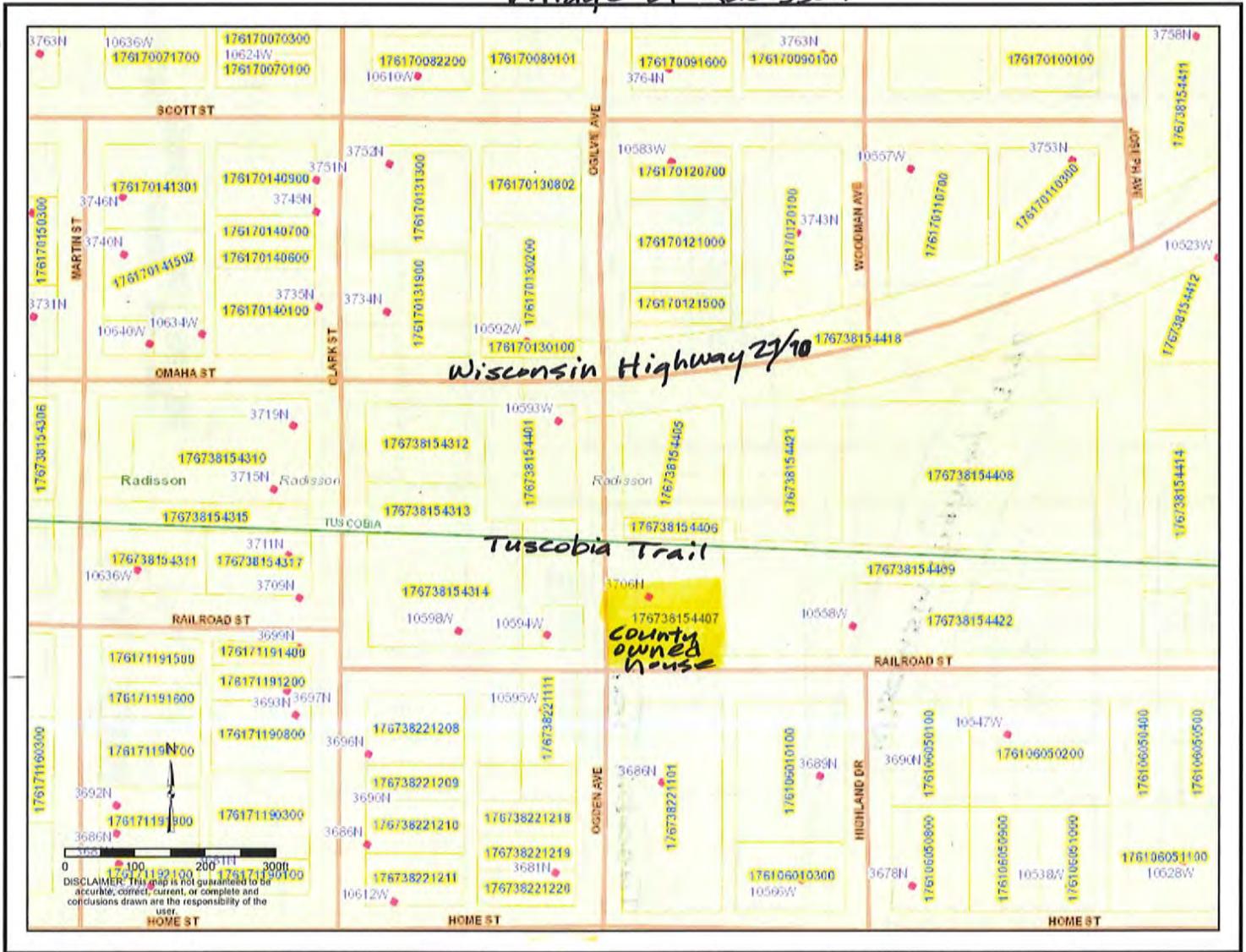
Information Technology Department Director Mike Coleson provided a written department report (copy in meeting file). Motion carried.

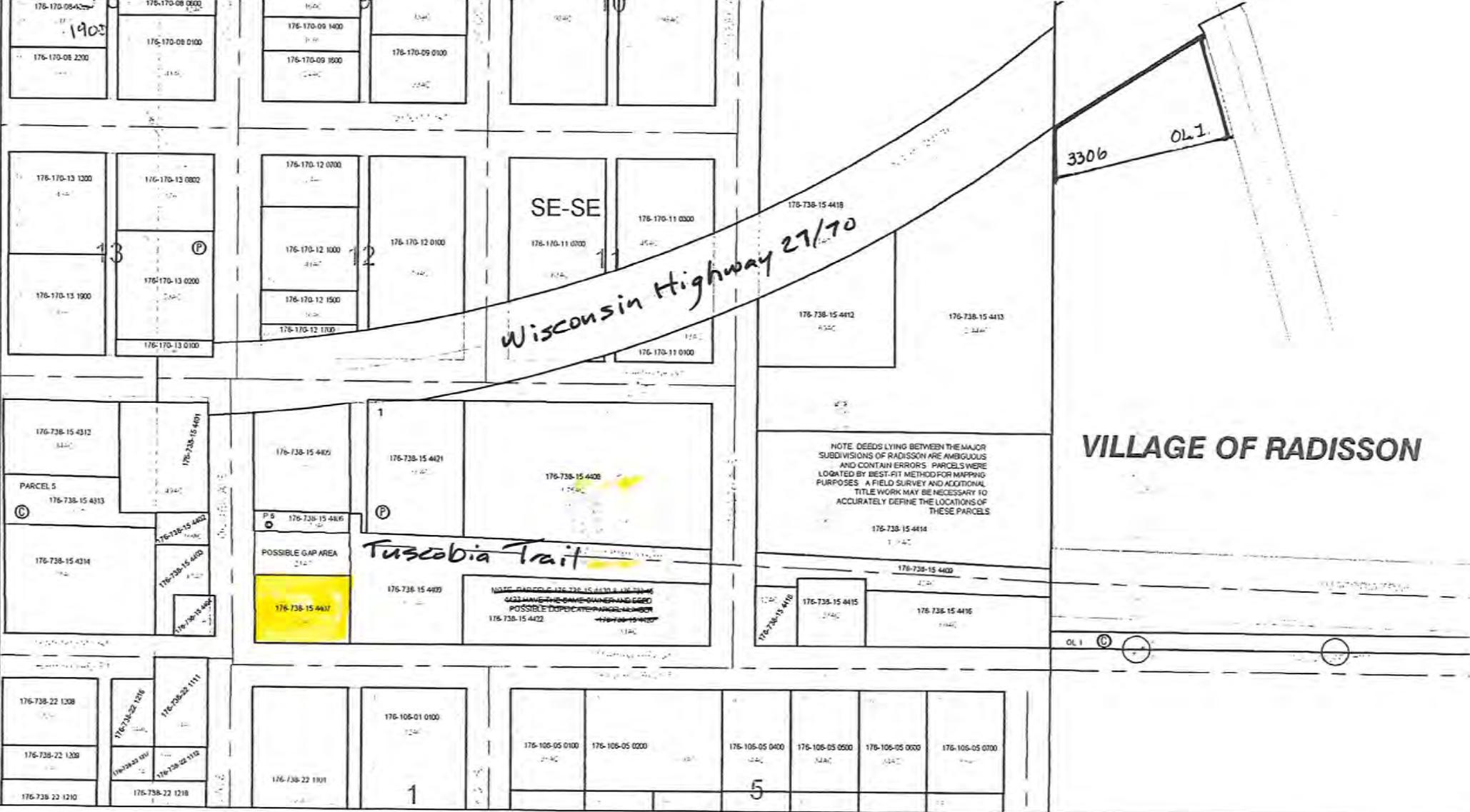
The Committee reviewed the monthly department expense vouchers. Motion by Kinsley, 2nd by Bassett, to approve the vouchers. Motion carried.

Motion by Thompson, 2nd by Bassett, to adjourn the meeting. Motion carried.

Minutes prepared by Sawyer County Clerk Kris Mayberry

Village of Radisson





VILLAGE OF RADISSON

Wisconsin Highway 27/70

Tussockia Trail


Point North
 Inc.
 GIS/GPS Applications, Land Surveying, Consulting,
 Custom Maps & Site Planning - services
 WI - RLS #2489
 14048W Poplar Ave. - Hayward, WI 54843 - 715/634-9422
 Email gold@cheqnet.net



GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

minutes of the meeting of the Public Works Committee
Sawyer County Board of Supervisors
July 8, 2015; 6:30 p.m.; Assembly Room; Sawyer County Courthouse

members present: Ron Kinsley (Chair), Tweed Shuman, Kathy McCoy

also present: County Board member Warren Johnson, Patty Leslie (L & L Aviation – fixed based operator and contracted Airport management); Maintenance Department Supervisor Tim Hagberg; Highway Commissioner Gary Gedart; County Administrator Tom Hoff; County Clerk Kris Mayberry

Motion by McCoy, 2nd by Shuman, to approve the meeting agenda as presented. Motion carried.

Motion by Shuman, 2nd by McCoy, to approve the June 10, 2015 Public Works Committee meeting minutes. Motion carried.

Maintenance Department Supervisor Tim Hagberg presented and reviewed with the Committee a written monthly department report (copy in meeting file) including a report on projects completed, in progress, and planned by the Maintenance Department. Mr. Hagberg reported that he and County Administrator Tom Hoff met with a representative of the claims administrator for the Local Government Property Insurance Fund (Sawyer County's property insurance carrier) to discuss replacing roofing materials and repairing County buildings damaged by the September 4, 2014 storm. Mr. Hagberg and Mr. Hoff recommend having representatives of the insurance carrier contract for the repairs as opposed to the County seeking bids from contractors. Motion by McCoy, 2nd by Shuman, to recommend County Board approval of this recommendation. Motion carried.

Highway Commissioner Gary Gedart presented and reviewed with the Committee the written monthly Highway Commissioner and Office Manager reports (copy in meeting file), including a Sawyer County Highway Department fund balance report and an employee overtime report (copies in meeting file). Motion by Shuman, 2nd by McCoy, to accept the reports. Motion carried.

Highway Commissioner Gary Gedart presented and reviewed with the Committee the following requests for employee travel out of Sawyer County:

- Gary Gedart - July 23 – Burnet County – Highway Commissioner's meeting
- Jay Sands and Scott Vaverka – September 22-4 - Oconomowoc – Annual Road School
- Janeen Abric and Teresa McCue – October 15-16 – Green Bay – Annual Training

Motion by McCoy, 2nd by Shuman, to approve the requests. Motion carried.

Patty Leslie, of L & L Aviation (fixed based operator and contracted Airport management at the Sawyer County Airport), presented and reviewed with the Committee a written monthly report (copy in meeting file), including projects, operations, and conditions at the Sawyer County Airport; an open house planned for the Airport on Sunday, July 12, 2015; and that the expenses for mowing at the Airport will exceed that amount provided for in the 2015 Airport budget due to the greatly increased area to be mowed. Motion by Shuman, 2nd by McCoy, to accept the Airport report.

The Committee reviewed the monthly expense vouchers for the Highway Department, the Maintenance Department, and the Airport. Motion by 2nd Shuman, by McCoy, to approve the vouchers. Motion carried.

Motion by McCoy, 2nd by Shuman, to adjourn the meeting. Motion carried.

minutes prepared by Sawyer County Clerk Kris Mayberry

minutes of the meeting of the Sawyer County Health and Human Services Board
July 7, 2015; 6:30 p.m.; Assembly Room; Sawyer County Courthouse

Board Members in Attendance:

Tweed Shuman, Ron Kinsley, Warren Johnson, Shirley Suhsen, Carol Pearson, Norma Ross, Michelle Lambert, Iras Humphreys.

Staff Members in Attendance:

Paul Grahovac, Patty Dujardin, Amy Nigbor, Joe Bodo, Eileen Simak, Tom Hoff, Cindy Hanus.

The meeting was called to order by Tweed Shuman, noting for the record that Dale Schleeter was absent.

Approval of Agenda

A motion was made by Shirley Suhsen, seconded by Carol Pearson to approve the agenda moving New Business items B, C and D immediately after LCO Liaison report; motion carried.

Approval of Minutes

A motion was made by Warren Johnson seconded by Iras Humphreys to approve the minutes of the June 9, 2015 meeting as presented; motion carried.

Audience Recognition

LCO Children's Justice Coordinator Jane Flygstad
Sawyer County Public Health AHEC Intern Carly Fredrickson.

Committee Reports

LCO Liaison: Norma Ross reported tribal officials have a meeting with the state on July 24 regarding crisis care. Paul Grahovac and Joe Bodo have been invited to attend. Also, four new council members started their terms today.

Sawyer County/LCO Drug Endangered Children Protocol and Child Abuse Multidisciplinary Team Protocol

LCO Children's Justice Coordinator Jane Flygstad presented information on the Sawyer County/LCO Drug Endangered Children (DEC) and Child Abuse Multidisciplinary Team protocols. Various agencies in Sawyer County and on the LCO Reservation, including law enforcement, child welfare agencies, legal entities and health care providers have pooled expertise to form a collaborative effort to intervene on behalf of children who have been exposed to drug abusing environments and address reports of child abuse and neglect in Sawyer County. Protocol documents have been reviewed by LCO legal counsel and approved by the LCO Tribal Governing Board. A motion was made by Warren Johnson, seconded by Shirley Suhsen to approve the protocols and forward the documents to the full county board for approval and endorsement; motion carried.

Sawyer County/LCO 161 Agreement

The director reported meeting with corporation counsel and tribal attorneys to draft the 161 Agreement by and between Sawyer County Health and Human Services and the LCO Tribe. A motion was made by Carol Pearson, seconded by Warren Johnson to approve the 161 Agreement and forward to the full county board for approval and endorsement; motion carried.

Executive Committee

Board Chair Tweed Shuman reported the Executive Committee conducted interviews for the AODA Counselor/ Prevention Specialist position. Dorothy Crust was offered, and has accepted the position.

Vouchers

Copies of the June 2015 vouchers, as well as all bills paid since the last board meeting were submitted for approval. A motion was made by Ron Kinsley, seconded by Michelle Lambert to approve the vouchers as submitted; motion carried.

Residential Services Update

The AODA/Mental Health coordinator recapped his written report on the census at Transitions and crisis on call case management. Currently, there are two county residents at Winnebago Mental Health Institute whose cost of care at the facility is the responsibility of the county. The AODA/Mental Health Coordinator is preparing a case plan to return one resident to Transitions. The other resident's case management is being handled by Community Care of Central Wisconsin. They are making arrangements for a possible residential placement where the cost of care would be covered by Family Care. The AODA/MH Coordinator reported receiving the Harold Hughes Outstanding Professional Award at the National Rural Institute Conference last month. A motion was made by Carol Pearson, seconded by Ron Kinsley to accept the residential services report as presented; motion carried.

Motor Pool Usage

The board members reviewed the motor pool usage report for June 2015. A motion was made by Ron Kinsley, seconded by Michelle Lambert to accept the report as presented; motion carried.

Economic Support Consortium Update

Per the director, the consortium continues to work on Day Care equity issues. Sawyer County's 2016 ES and Child Care budget is due to the consortium fiscal manager by Friday, July 10. The HHS financial manager has been in contact with the county administrator regarding budget projections. Until the Governor's budget is finalized, it is uncertain if the ES Consortium will realize the proposed 8-10% reduction in allocation.

Juvenile Residential Facility

The board reviewed a written report submitted by the Juvenile Justice Coordinator for Oasis for June 2015. A motion was made by Warren Johnson, seconded by Michelle Lambert to accept the report as submitted; motion carried.

Budget Performance Report

Copies of the May 2015 Budget Performance Report for Health and Human Services were reviewed. A motion was made by Warren Johnson, seconded by Iras Humphreys to accept the report as presented; motion carried.

Out of County Travel

Proposed out of county travel and training for the months of July/August 2015 were submitted for approval. A motion was made by Carol Pearson, seconded by Warren Johnson to approve the out of county travel and training; motion carried.

Open House

Despite increased advertising, there was a decline in attendance at the Health and Human Services Open House held on Thursday, June 25. Warren Johnson reported attending the event and suggested arranging transportation via Namekagon Transit from all areas of the county to further promote next year's event. A report of survey results from the open house was provided to the board for their review.

ADRC 2014 Closeout

Warren Johnson, Sawyer County Board representative on the ADRC-N Board of Directors, gave the board an overview of the ADRC-N composition and shared consortium claim reports for 2012-2014 with the HHS board. Sawyer and Ashland counties were over budget for 2014. The consortium as a whole was under budget in 2014, therefore, by state mandate, Sawyer and Ashland counties will be reimbursed for their overages. At their last meeting, the ADRC-N board considered billing Sawyer and Ashland counties 50% of their overages (the non-Federal portion) and using that revenue to open a contingency fund. That bill will be brought to this board when it is received. The HHS Financial Manager explained the ADRC-N budget structure and why it caused Sawyer County to be over budget each year. The individual county allocations within the ADRC-N budget were set by the state six years ago based on need at that time. The HHS director will request an equities report from the ADRC-N director for review.

AHEC Intern Project Report

The Public Health Officer introduced Wisconsin Area Health Education Center (AHEC) intern Carly Fredrickson to the board. During her internship, Ms. Fredrickson has focused on quality improvement of public health in Sawyer County. To date, environmental health and injury prevention projects have focused on areas of concern in the community including proper waste disposal, recycling education and the safe disposal of medical sharps. The information that has been compiled will be shared with interested parties such as land lords, pharmacies and physicians.

Northwest Journey Lease Agreement

The lease agreement with Northwest Journey for the Oasis facility expires in August 2015. The county administrator was asked to research an appropriate fee based on square footage, negotiate a lease amount with the tenant and report back to the board at next month's meeting.

Any Items for Discussion Only

There was nothing to report under this item.

Closed Session

A motion to go into closed session Pursuant to Sections 19.85 (1)(C) Considering Evaluation of a Public Employee Over Which the Governmental Body Has Jurisdiction or Exercises Responsibility and also 19.85(1)(f) and (g), Wisconsin Statutes, to Update the Health and Human Services Board Concerning Confidential Financial and Medical Information that Pertains to Specific Persons or Interests as it Relates to the Interests of the Department of Health and Human Services, and to Review Legal Considerations and Strategies in Pursuing the Interests of the Department as it Relates to Those Interests was made by Ron Kinsley, seconded by Carol Pearson; motion carried. Closed session entered at 7:50 P.M.

Adjourn

A motion to return to open session and adjourn was made by Warren Johnson, seconded by Carol Pearson; motion carried. Meeting adjourned at 8:25 P.M.

minutes prepared by Cindy Hanus

INA MEMORANDUM OF UNDERSTANDING

Between:

**City of Hayward Police Department
Sawyer County Sheriff's Department
Lac Courte Oreilles Tribal Police Department
Sawyer County Health & Human Services
Lac Courte Oreilles Indian Child Welfare & Family Services
Lac Courte Oreilles Legal Department
Sawyer County District Attorney's Office
Wisconsin Department of Corrections-Division of Community Corrections
Hayward Area Memorial Hospital
Lac Courte Oreilles Community Health Center
Indian Health Services
Marshfield Clinic
Essentia Health System**

The following Memorandum of Understanding (MOU) between the above listed parties is being executed to create an understanding of responsibility for the effective application of the Drug Endangered Children (DEC) Protocol. The following parties agree to fulfill their role and perform duties assigned to them as explained in the attached protocol; however parties are not bound by it and cannot be held liable. This MOU implies no fiscal responsibility to parties involved other than in-kind services. No funds can be expended, pledged, contracted for or spent without the approval of the appropriate administration.

The term of this Memorandum of Understanding is ongoing with annual reviews. Any party may withdraw from this agreement without penalty by giving written notice to the Sawyer County/LCO DEC Team Coordinator.

City of Hayward Police Department

By: _____ Date

Sawyer County Sheriff's Department

By: _____ Date

Lac Courte Oreilles Tribal Police Department

By: _____ Date

Sawyer County Health & Human Services

By: _____ Date

Lac Courte Oreilles Indian Child Welfare & Family Services

By: _____ Date

La Courte Oreilles Legal Department

By: _____ Date

Sawyer County District Attorney's Office

By: _____ Date

Wisconsin Dept. of Corrections- Division of Community Corrections

By: _____ Date

Hayward Area Memorial Hospital

By: _____ Date

Lac Courte Oreilles Community Health Center

By: _____ Date

Indian Health Services

By: _____ Date

Marshfield Clinic

By: _____ Date

Essentia Health System

By: _____ Date



Sawyer County Wisconsin



Sawyer County/LCO Drug Endangered Children (DEC) Protocol

Introduction:

Various agencies in Sawyer County and on the Lac Court Oreilles Reservation have been addressing the destructive impact of drugs in our community and have historically been able to keep the damage relatively in check. The latest explosion of methamphetamine and synthetic drug abuse has forced us to respond more effectively and improve our response in drug abusing environments. We have pooled our expertise to become a collaborative effort, have better educated ourselves, and are determined to utilize all possible options to protect the children from future harm of drug abusing environments.

The foundation of our focus to protect the children raised in drug abusing environments is that abusing drugs in the presence of children is child abuse and/or neglect. Exposing children to the toxic ingredients of methamphetamines, synthetics and other drugs is physically harmful; exposing children to surroundings where drugs are used or sold is also an abusive and hazardous environment; and lack of attention and supervision while caretakers are under the impairment of drugs is neglect. These are all examples of child abuse and neglect and we will proceed as such to our fullest extent, including prosecution.

This Protocol details the collaboration between the Sawyer County Sheriff's Office (SCSO), The City of Hayward Police Department (HPD), Lac Court Oreilles Tribal Police Department (LCOPD), Sawyer County Health & Human Services (SCHHS), Indian Health Services, the Lac Courte Oreilles Indian Child Welfare & Family Services (ICW), the Wisconsin Department of Corrections (Probation & Parole), the Sawyer County District Attorney's Office, Lac Courte Oreilles Legal Department (LCO Legal) and the medical community. Our primary goals are to minimize the re-victimization of drug exposed children and improve the health and safety of these children by providing treatment and appropriate services to the family. The secondary focus is to develop a multi-disciplinary team that will maximize our ability to respond to this devastating problem.

Mission:

The purpose of the Drug Endangered Children (DEC) Response Team is to collaboratively intervene on behalf of children who have been exposed to drug abusing environments. We will be unrelenting in the protection of these children and will provide the necessary treatment and after care to all family members so that they all have an opportunity to live a drug free life. Lastly, DEC team members will ensure that parents/caretakers are vigorously and effectively prosecuted for child endangerment in addition to the narcotic charges resulting from their illegal drug activities.

Policy Statement:

The Sawyer County/LCO DEC Response Team will address the issues involving Drug Endangered Children by:

- A. Using a multi-agency, multi-disciplinary approach.
- B. Maximizing the collaboration between agencies.
- C. Quickly and thoroughly evaluating the needs of the exposed children.
- D. Providing access to treatment for the physical and psychosocial needs of the child and their parent/caretaker.
- E. Filing charges including but not limited to recklessly endangering safety (941.30 (1)) in addition to the drug charges whenever possible.
- F. Educating the community in regards to the negative impact of drugs and the harmful effects to children.

DEC Team Organization

The comprehensive multi-agency response to an incident of Drug Endangered Children may consist of the following members (depending on the professional judgment of the team leader):

- A. DEC Team Leader- Drug Investigator- SCSO
- B. Child Protective Services- FSU DEC Designee- SCHHS Sara Ross Poquette, LCO ICW Tibissum Rice
- C. Public Health- Public Health Supervisor- Eileen Simak
- D. Sawyer County AODA Mental Health Coordinator – Joe Bodo, LCO Behavioral Health Director – Jody Petit
- E. District Attorney’s Office- D.A. Bruce Poquette
- F. Department of Corrections- Probation & Parole- Jeff Schley, Field Supervisor
- G. Hayward Area Memorial Hospital - Lisa Anderson, ER Manager
- H. Law Enforcement Agency of jurisdiction
- I. Indian Health Services – Marty Maynes
- J. Marshfield Clinic- Kathie Schaus, MD, Pediatrics
- K. Essentia Health System - Christina Hyser, MD

Standard Operating Procedures:

(Methamphetamine LAB procedures only in bold)

1. DEC Team Response

A DEC Response Team is formed whenever assistance is required by law enforcement as they anticipate, have knowledge of or discover that a child is present in a drug abusing environment.

A. The DEC Team Leader will contact the appropriate representatives or their designated back-ups at the earliest point possible (some incidences may not require participation from all team members). SCHHS contact will be: CPS DEC Designee (County and LCO) or the Mental Health & AODA Coordinator, all can be reached at 715-634-4806, after hours 715 634 5213. Probation & Parole can be reached at 715-634-2929.

B. A meeting time will be scheduled and information will be shared, tasks assigned (records search, locate potential placement, assign social worker) and a tentative time-line for future events will be set. If immediate intervention is necessary, information will be shared in the most expedient manner, most typically by telephone.

If a methamphetamine lab seizure is imminent, team members will be prepared to respond to the lab scene and follow the directives of the Team Leader if possible and as time allows. The DEC team should not enter a methamphetamine lab scene or residence until the scene has been cleared for entry by proper authorities.

- I. The lab team will determine if a child(ren) needs to be decontaminated prior to transportation.
 - a. **D1. If decontamination is not required, the social worker will be responsible for transporting or arranging the transportation of the child(ren) to the nearest medical facility knowledgeable with the DEC protocol.**
 - b. **D2. If the child(ren) require decontamination prior to transport, the process used will be determined by the lab team with input from members of the DEC team. Decontamination of children will take into account the age, development and sensitivity of the child(ren) so as to ensure the least traumatic experience while providing safety for all.**
- II. It will be the responsibility of the social worker to bring car seats to the scene; law enforcement may assist in this regard as well.
- III. The DEC social worker (with the assistance of other DEC team members) will complete the Chemical Exposure Information Form (see appendix A) so it can be brought with the child(ren) to the physical exam.

- IV. Public Health and Indian Health Services will be notified by Law Enforcement when a meth lab is seized in Sawyer County or LCO Reservation. Either agency may choose to respond at a later date but all efforts will be made to be on site with the other DEC team members. Each health agency is notified for the following purposes:
- V.
- i. To conduct a follow-up inspection to assure appropriate clean-up of the meth lab environment to protect the public from negative health effects of chemical exposure.
 - ii. Make a recommendation report to law enforcement agency authorized to condemn properties in conjunction with legal departments.
- VI. Public Health or Indian Health Services will do an inspection of the property to determine if a human or environmental health hazard exists. If Public Health or Indian Health Services believes the extent of contamination of the property presents an immediate hazard, other appropriate agencies can be notified so that the property is cleaned up. Other agencies may include, but are not limited to:
- Department of Natural Resources
 - Bureau of Environmental Health
 - Sawyer County Housing Authority (for relocation of residents)
 - Wisconsin Dept. of Justice- Division of Criminal Investigation
 - Drug Enforcement Administration
 - Department of Agriculture
 - LCO Housing Authority
- VII. Public Health will determine when the property can be occupied.
- VIII. In the event the property owner refuses to do the necessary clean up, Public Health will notify the Sawyer County Corporation Counsel and LCO Legal Department that a Violation of Law Relating to Health (WI 252.25) has taken place.
- IX. The Sawyer County Public Health Officer or Indian Health Services representative will provide the property owner with information regarding necessary clean up procedures and will monitor the property until the cleanup is complete. No individual will be allowed to occupy the dwelling until all human health hazards are abated.

For more information, see the document, "Cleaning up Hazardous Chemicals at Methamphetamine Laboratories" found here:

<http://www.dhs.wisconsin.gov/eh/chemfs/pdf/MethFS.pdf>

2. Medical Procedures: (Exam should occur within 2-4 hours of TPC or initial involvement)

- The DEC social worker will be competent with and have access to the Medical Protocol for Children Found at Methamphetamines Laboratories (see appendix B).
- While the title of the medical protocol is for labs, all children exposed to methamphetamine abusing environments will receive a medical examination due to possible exposure of methamphetamines and potential likelihood of abuse and neglect, however the following precautions must be taken:
 - i. Contaminated children or adults will be decontaminated under the direction of the HAZMAT lead person(s) in consultation with EMS if needed.
 - ii. Children or adults from said homes not in legal custody by Law Enforcement will be transported by EMS to a medical facility for medical evaluations following decontamination if necessary.
 - iii. CPS will meet children and/or adults at the medical facility location.
 - iv. Upon completion of medical evaluations, SSA will then assist with the care of any children removed from the site or home.
 - v. CPS upon completion of medical evaluations will coordinate assistance for temporary clothing/food/housing for removed children or adults if needed.
 - vi. CPS will coordinate services to said displaced children the next day or within 24 hours of removal to assess and to follow up on specific needs.
- A. If time allows, a DEC Team member will call ahead and alert Hayward Area Memorial Hospital Emergency Room Director, Lisa Anderson at 715 934 4321 that a Drug Endangered Child is in need of an exam.
- B. Transport shall provide the medical professional with the Urgent Care/Baseline Medical Exam Protocol (see appendix C and D) and the completed Chemical Exposure Information Form (see appendix A) if applicable.
- C. The DEC social worker is responsible to ensure copies of the completed medical forms and lab results are forwarded to SCHHS or ICW.

3. Placement procedures:

The DEC social worker will follow the standards as set forth by Wisconsin Statute, Administrative Codes and County/Tribal policy. Foster care may be necessary due to extended family involvement.

4. Evidence Collection procedures

- If the parent /caretaker are on supervision with the Department of Corrections (DOC), jail staff or DOC Staff should collect a urinalysis and place the sample in a secure location for testing by the DOC lab.
- A. It is the responsibility of law enforcement to gain lawful access to the drug abusing environment, including obtaining a search warrant if necessary. Written consent should be obtained even if access is voluntary.
- B. It is also the responsibility of law enforcement to take evidentiary pictures and/or video at the drug abusing environment. The DEC social worker can assist law enforcement at the drug abusing environment. Pictures of the environment (if possible) should focus on the impact of the drug abusing environment relative to the child(ren):
 - Drug paraphernalia next to children's toys
 - Methamphetamine ingredients on a table next to baby food
 - Measurements of countertops demonstrating accessibility to the child
 - Home condition
- C. Pictures of the child(ren) must also be taken by Law Enforcement or their designee. Things to photograph include:
 - Bruising
 - Malnutrition
 - Baggy eyes
 - Poor hygiene
 - Other signs of abuse and/or neglect
 - Please refer to appendix F for more detailed evidence collection protocol.
- D. When conducting a Forensic Interview of the child, the law enforcement representative and social worker will be mindful of the need for cooperation and collaboration in an effort to minimize the number of interviews and to fully share as much information with other team members as possible. This interview should be video recorded when possible or at least audio recorded and coordinated with the Sawyer County/LCO Child Abuse MDT.
- E. Exchange of Information: As the case continues through the Criminal and Juvenile Court venues, members of the DEC team will continue to exchange information when possible to enhance successful prosecution.
- F. Report Writing: Law Enforcement supervisor will ensure that thorough criminal reports detailing both drug and child endangerment evidence are included. The reports will be used by the DA in filing child endangerment and neglect charges as well as drug charges.

5. Prosecution:

The District Attorney's Office will review all Drug Abusing Environment arrests to determine which defendants meet DEC case criteria. If appropriate, the DA's Office will file all charges (including child endangerment and neglect and all possible enhancements) in addition to representing SCHHS/ICW in a CHIPS petition, head the prosecution of DEC cases, and will seek the most appropriate sentences possible through forceful advocacy of all aggravating and mitigating factors.

6. After Care: Mental Health, AODA and Physical Health:

- A. The assigned ongoing CPS Worker will coordinate with the Mental Health & AODA Coordinator to ensure that the drug endangered child(ren) receives appropriate therapeutic treatment on a timely and consistent basis.
- B. The Mental Health & AODA Coordinator will also assess the identified parents/caretakers for the appropriateness of treatment.
- C. The social worker will coordinate with the substitute care providers to ensure follow-up physical exams occur. Minimally a 30-day follow-up exam will be scheduled and the Physical Exam Form- 30 Day Follow Up will be completed. See Appendix E.

7. Debriefing/Case Follow-up:

The Investigating Team will reassemble as soon as possible to discuss the following:

- A. Did the team respond in a timely manner?
- B. Were all the appropriate team members involved?
- C. What areas continue to need improvement?
- D. What is the status of the evidence/lab test?
- E. What is the status of investigation or criminal case?
- F. Are there any other families we need to staff?

The investigating team will write an after action report that will be discussed at case review.

8. Community Education:

Having an educated community as to the abusive and neglectful nature of drug abusing environments on the children will be one of our greatest allies as we pursue the protection of children. Therefore, community education will be a priority to any and all venues.

Sawyer County/LCO Child Abuse Multidisciplinary Team Protocols
May 2015

Sawyer County/Lac Courte Oreilles Child Abuse Multidisciplinary Team Protocols

This document shall remain in effect until superseded by revisions

Team Protocols

TEAM MEMBERS:

The Sawyer County/Lac Courte Oreilles Child Abuse Multidisciplinary Team or "Team" is comprised of individuals working within the following agencies:

- Sawyer County Health and Human Services, Child and Family Services (CPS)
- Sawyer County Sheriff's Office
- Sawyer County District Attorney's Office
- Sawyer County Sexual/Domestic Assault Program
- Sawyer County Corrections (Probation)
- LCO Indian Child Welfare Program (ICW)
- LCO Police Department
- LCO Health Care Center
- LCO Mental Health Department
- LCO Tribal Attorney
- Oakwood Haven Women's Shelter
- City of Hayward Police Department
- Hayward Memorial Hospital
- Sawyer County Health and Human Services, Public Health
- Marshfield Clinic
- Essentia Clinic

At the discretion of the Team and on a case-by-case basis other professionals may be included.

With regard to teamwork and professional relationships, our Team is guided by these principles:

PARTNERSHIP IS A PROCESS
PARTNERS WILL SUSPEND JUDGEMENT OF EACH OTHER
PARTNERS SHARE POWER
EVERYONE DESERVES RESPECT
EVERYONE HAS STRENGTHS
EVERYONE HAS A RIGHT TO BE HEARD

TEAM MISSION Statement:

The MDT works to collaboratively and effectively address reports of child abuse and neglect in Sawyer County and LCO Reservation.

The following types of cases are accepted by the Team as outlined by Wisconsin Statutes 948.01-948.21.

Sawyer County/LCO Child Abuse Multidisciplinary Team Protocols
May 2015

- Sexual abuse
- Serious Physical Abuse
- Serious Neglect/Abandonment
- Witness to Injury or Violent Crime
- Child Exploitation
- Drug Endangered Children (DEC)
- Other as necessary – decided on a case-by-case basis

Children ages 0-17 are evaluated by the Team. Some developmentally delayed young adults may also be evaluated by the Team, depending on the circumstances of the case.

GOALS:

To contribute areas of expertise from child protection, law enforcement, medical and mental health providers, prosecution to:

- Assess the veracity of the report
- Reduce trauma to children
- Promote successful intervention
- Share information consistent with standards of practice of Team members under applicable laws
- Have full team representation at regular case review meetings
- Compile and track case information and outcomes
- Encourage Team members' professional development through continued training
- Link the child and non-offending caregivers to behavioral health services to decrease long-term complications of childhood trauma.
- Increase prosecution of perpetrators

TEAM ROLES:

The role of each MDT discipline is described as follows:

Law Enforcement:

It is the role of the law enforcement detective/investigator/officer to investigate and determine whether there is probable cause that a crime has been committed. This includes, but is not limited to, interviews with victim/s, witnesses, suspects and other collateral sources. The investigation may also include conducting a crime scene investigation and collection of evidence, including corroborating evidence and preserving evidence. Law enforcement presents all evidence from the investigation and their assessment of whether they believe a crime has occurred to the Sawyer County District Attorney's Office and a decision is made about whether to make an arrest. Law enforcement will notify CPS, County and Tribal, of all possible cases of child maltreatment whether they occur in or outside of the home.

Child Protective Services- County and Tribal:

Sawyer County/LCO Child Abuse Multidisciplinary Team Protocols
May 2015

CPS conducts an assessment to determine whether a person has abused or neglected a child, or created conditions that caused such abuse or neglect. This process includes receiving, documenting, screening and prioritizing CPS Reports. The CPS notifies the appropriate law enforcement agency when a crime against a child may have been committed. In all circumstances, on screened-in reports, the CPS has responsibility to assess screened-in reports to determine whether a child is unsafe and if so, they are responsible for developing a plan of action to keep the child safe.

Prosecution:

It is the role of the prosecutor to evaluate the evidence provided by law enforcement and other Team members and make a determination about whether to proceed with a prosecution. If the determination is to proceed with prosecution, the prosecutor is responsible for filing charges and proceeding with legal actions. The final authority concerning prosecution rests with the District Attorney's Office.

Medical:

The role of the medical professional on the Team is to provide a skilled and comprehensive medical evaluation, with forensic evidence collection if indicated, and document with photographs and formal reporting documentation. Medical personnel on the team will also serve as consultants on cases that are not referred for medical exams and liaisons between the Team and medical facilities in regards to hospital policy regarding child examinations.

Behavioral Health:

The role of the behavioral health provider is to assess and treat the emotional and psychological needs of the child and the non-offending caregivers, with a special emphasis on working with those that have experienced complex trauma. During the investigation, behavioral health services may include crisis support for the victim or non-offending caregiver. The behavioral health Team member may provide education for the Team regarding mental/emotional needs of child victims and non-offending family members. Behavioral health providers may assist with vicarious trauma and related issues for members of the Team.

Victim Advocacy:

The role of the victim advocate is to provide a range of immediate and on-going support, information and advocacy services to victimized children and their non-offending family members. The advocate is responsible for explaining the Forensic interview and medical evaluation process to the non-offending caregiver. The victim advocate may be asked to help coordinate and provide transportation and other logistical support during the investigation. The victim advocate coordinates with the District Attorney's office. The advocate will respond to emergency cases as well.

Department of Corrections:

The role of the department of corrections (DOC) is to share information as appropriate due to case overlap with law enforcement and CPS. The DOC representative can consult and offer insight on corrections/supervision issues. DOC does not participate in the child Forensic Interview; however collaboration with the MDT ultimately benefits victims and their families.

Project Coordinator, LCO ICW

The role of the project coordinator is to coordinate a child-focused, neutral, community oriented program, in which representatives from many disciplines meet to provide a comprehensive approach to the investigation, assessment, treatment and prosecution of child abuse cases. The Project Coordinator will facilitate communication between team members in the planning of Forensic Interviews.

Although each discipline has their own individual roles and responsibility, to the best of their ability each agency will work with and assist other members of the Team to ensure that the best interest and protection of children will be served. **It is expressly understood that each agency will work within its departmental mandates and policies.**

This document implies no fiscal responsibility for any agency participating in the MDT. Other than in-kind services of representatives, no funds from participants may be expended, pledged, contracted for or spent without the approval of their Administration. All members have the right to terminate this agreement at any time for any reason without penalty.

Cultural Competency:

The Team promotes policies, practices and procedures that are culturally competent and understands that adaptation of services may be needed to meet culturally unique needs of children and their non-offending family members. The Team recognizes that cultural competence involves the awareness of cultural differences and integration of this awareness into practices used when serving diverse populations. The Team will conduct on-going self-assessment of cultural competence.

Confidentiality:

Confidentiality policies and procedures are necessary to ensure client privacy while allowing for the sharing of relevant information consistent with legal, ethical and professional standards of practice. Sharing of information under these standards between Team members helps to minimize duplicative efforts, enhance decision-making and maximize the opportunities for the victim and non-offending caregiver to get the help they may need. Information is shared prior to and following the forensic interview, at case review and among Team members and allowed by Wisconsin Statute 48.981(7)6.

Protocol Review:

The Protocol documents will be reviewed at least annually or as needed. An updated document will be signed by a representative of each partner agency, at least every two (2) years. The agency's representative is determined by the particular agency. Review of the protocol will be done annually at a regularly scheduled or special meeting and changes will be made as needed. The Project Coordinator or ICW Director will schedule protocol reviews as necessary.

TRAINING:

New Team members will be given a copy of the protocol, oriented to the Team by the Children's Justice Coordinator and given a tour of the ICW Forensic interview room. Each Team member is responsible for becoming familiar with the documents and is encouraged to ask their supervisor and other Team member's questions for clarification.

Whenever possible, the person conducting forensic interviews of children should have completed specialized forensic interview training.

Anyone conducting medical evaluations should have been trained in pediatric evaluation according to requirements stated later in this protocol.

Periodically, the Project Coordinator may provide opportunities for Team members to attend interdisciplinary training or skill specific training. Team members who attend relevant training events are encouraged to share the information and skills they learned with Team members at regularly scheduled meetings.

REPORTS and CASE INITIATION:

Child abuse reports may be received by Sawyer County CPS and LCO ICW from:

- Mandatory Reporters of child abuse under state and federal laws
- The public
- Other Team members

Child abuse reports may be received by Law Enforcement from:

- Sawyer County CPS and LCO ICW
- The public (Any report received from a source other than CPS, will also be sent to CPS for screening).
- Other Team members

All initial reports must be filed with CPS. CPS screens referrals and generates an ACCESS report. CPS will provide all sexual abuse and serious physical abuse ACCESS reports to Law Enforcement within 24 hours. Same day ACCESS reports are addressed the same day. Other prioritizations on ACCESS reports are 24-48

hours and within 5 business days. If a referral comes directly to the Law Enforcement agency, CPS will be notified as soon as possible or within 12 hours per Wisconsin Statute 48.981 (3) a2 for both in-home and out-of-home cases.

Law enforcement or CPS may involve a victim advocate as needed for crisis intervention during the preliminary safety assessment. Crisis support for mental health needs may be provided by behavioral health providers if available.

FORENSIC INTERVIEW OF THE CHILD:

The Forensic Interview (FI) of the child should be conducted at the LCO Forensic Interview Room whenever possible, and should always be conducted in the most child-appropriate location available where an audio/video recording can be made. Whenever possible, forensic interviews should be conducted by an interviewer that has specialized training in forensic interviewing of children. Whenever possible, forensic interviewers should have on-going forensic interview skills training with the goal of ensuring that forensic interviews are:

- Legally sound, non-duplicative, non-leading and neutral;
- Developmentally appropriate;
- Culturally competent;
- Meeting the needs of children with disabilities.

Per Wisconsin Statute 908.08(3)c the child will be administered an age or developmentally appropriate oath or be able to affirmation that they understand what the truth is, that there are consequences for not telling the truth and that it is important to tell the truth

If an interpreter is necessary for interview purposes, an attempt will be made to locate and utilize an interpreter for throughout the investigative process. If an interpreter is not readily available, a referral will be made to a child friendly interview location where an interpreter can be present.

A. Pre-Interview Screening Protocol

A pre-interview screening process is in place to support the safety, confidentiality and comfort of the child and family during an appointment for Forensic Interview. Team members should remain flexible when making appointments for Forensic Interviews and understand that it may be necessary to make accommodations to gain cooperation of the child and non-offending caregiver to address the needs of the child and/or to secure evidence.

Team members are notified by the Project Coordinator when a forensic interview needs to be scheduled. In the event the Project Coordinator is not available to coordinate the Forensic Interview, the ICW On-Call Worker will coordinate. The CPS Worker coordinates notification and scheduling of the forensic interview with the family. If the Project Coordinator is not available to coordinate agencies and run the recording system, the on call LCO ICW Worker will assume those duties.

Whenever possible, preparation for the forensic child interview will be in the following order:

1. CPS and law enforcement will verbally coordinate with one another – sharing information in reciprocal manner when appropriate.
2. The Project Coordinator will be contacted by either law enforcement or CPS and obtain intake information in preparation for scheduling the forensic interview.
3. As much background information as possible is gathered about involved individuals and abuse allegations prior to the interview.
4. Whenever possible, the Team should discuss the appropriate interviewer and the timing and location of the interview based on the specific needs of the child. In the absence of a Team discussion prior to the interview, law enforcement will usually conduct the child forensic interview.

B. Forensic child interview process and participation

Whenever possible, Team members with investigative responsibilities (law enforcement & CPS) will attend the interview. The interviewer should use an evidenced based protocol that they have been trained in. The interviewer conducts the interview one-on-one with the child while other Team members may observe the interview by audio/video connection in the observation room. The interviewer may leave the room to consult with observing Team members during the interview and then re-join the child in the interview room to continue the interview and complete closure with the child. An ear bud may also be used for communication between interviewer and observers.

Approval from law enforcement is required if someone other than Team members ask to observe the forensic interview.

C. Recording interviews

Child interviews should be video recorded at the ICW FI Room. Child interviews should be at least audio recorded. An original recording will be given to investigators.

D. Post forensic interview process

After the interview, the Team members present may meet to discuss the case and the next actions. If appropriate, information may also be shared with the non-offending caregiver after the interview.

Absent Team members may receive verbal information and any relevant case information from those who observed the interview, verbal case information and intake documents from the Project Coordinator as needed to avoid duplicative interviewing. Absent Team members may review the audio/video recordings as necessary to carry out their individual agency duties or their role within the Team.

Following an interview, the CPS Worker or Project Coordinator will contact the medical provider if there is a need for a forensic medical evaluation.

E. Other information

Interviews with non-offending caregivers may occur after the FI and may be conducted by law enforcement or law enforcement and CPS together. Law enforcement generally determines the timing and sequence for these interviews. Gathered information may be shared with team members involved with the Team as a way to facilitate planning.

Medical services

Medical services are performed at the nearest facility with a medical provider trained to perform Pediatric Forensic Examinations. The medical provider is a qualified medical provider who is licensed with specialized training in identification and treatment of sexual abuse/sexual assault and physical abuse victims. The medical provider has a minimum of sixteen (16) hours of former medical training in child sexual abuse.

A. Purposes of the medical evaluation:

- Help ensure the health, safety and well-being of the child;
- Diagnose, document and address medical conditions resulting from abuse and neglect;
- Differentiate medical findings that are indicative of abuse from those which may be explained by other medical conditions;
- Diagnose, document and address medical conditions unrelated to abuse (within the scope of practice of the individual provider);
- Assess the child for any developmental, emotional or behavioral problems needing further evaluation and treatment including referrals as necessary;
- Collection, preservation and documentation of forensic material if indicated by history and timing and;
- Reassure and educate the child and family to assist in emotional healing.

B. Referrals for medical evaluation:

Referrals for forensic medical evaluation are accepted from CPS, law enforcement personnel and medical providers. The Team determines if a medical exam is appropriate. For those exams conducted as part of a criminal investigation, the medical provider will consult with the law enforcement investigator to determine the extent and specifics of the forensic exam. Each child who has a Forensic Interview will be encouraged to have a well-child exam and be given information on behavioral health resources regardless of disclosure.

C. Circumstances for medical evaluation:

All children who are suspected victims of child abuse and/or physical abuse will be encouraged to have a medical evaluation. Medical evaluations should be required

(with provision that children are never forced to have any exam unless medical/surgical intervention is necessary) for the following indications:

- Any child who disclosed direct oral, anal or genital contact (skin to skin) by a suspect's body part or an object;
- Any child with anal or genital pain, bleeding or abnormal discharge;
- Any child with a non-neonatal transmission of a sexually transmitted infection;
- Any child disclosing physical abuse or observed to have possible signs of non-accidental injury i.e.,
 - Unexplained or unwitnessed injuries in a young child
 - Injuries inconsistent with history or age and development
 - Patterned injuries
 - Any child with significant signs of neglect
 - Any child where there is a concern of endangerment due to drug exposure
 - Any child who is highly suspected of being recently abused, or who may be reluctant to disclose abuse, or is preverbal
- Other considerations for medical exams include:
 - Young children exhibiting significant sexualized behavior;
 - History or exam findings of concern for abuse noted by another health care provider;
 - Adolescents disclosing "consensual sex" if the teen is under eighteen (18) years of age

D. Timing and place of the medical evaluation:

The medical evaluation will be conducted at the nearest medical facility with a provider able to perform a Pediatric Forensic Examination as soon as an exam can be coordinated.

If the child refuses an exam that is medically indicated, such as injuries, bleeding, etc. then the provider may arrange for an exam under sedation and for the child to be transported to the nearest medical center able to perform appropriate examinations. The non-offending Caregiver and Victim Advocate, CPS Worker or other designate Team member will accompany the child to the medical center and assist in the evaluation.

E. Other medical evaluation considerations:

- All abuse exams will generally consist of a complete head-to-toe exam
- Diagnostic testing (i.e. radiological and laboratory testing, skeletal survey) will be obtained and/or ordered by the medical provider as clinically indicated
- Sexual assault nurse examiners will utilize standing protocols
- Photo colposcopy is normally used for documentation of the ano-genital area; however, in the event a colposcope with camera is not available a digital camera may be used for photo documentation of exam findings.

Digital photo documentation will be used for visible physical abuse or neglect findings.

- The child's parent or guardian or Victim Advocate may be in the room during the examination unless the child desires otherwise or it is determined that it would be detrimental to the child or the exam process.
- The medical provider will work with the other team members to develop an appropriate treatment plan for the child and family, which may include but is not limited to any of the following: Further diagnostic testing, follow up exams and photos, prescriptions and medical treatment ordered from another provider; and follow up care and referrals, including behavioral health services and primary and/or specialty care.

F. Confidentiality

Confidentiality in the exam is paramount; however any information that is shared with the medical provider by the child that has to do with the allegation or other safety concerns shall be shared with the Team. Other information that the child shares with the medical provider that will not impact the investigation or case shall remain confidential.

The medical provider will notify investigators and social workers of exam findings in a timely manner. Reports will be provided to the other agencies as soon as possible, preferably within a week.

G. Evidence collected

The Team's intention is to preserve the privacy and safety of the vulnerable children whose cases are referred to the Team. Only authorities involved in investigation, child protection and prosecution of child abuse cases will have access to the photographs and other evidence released through these protocols, subject to the need to make disclosure for purposes of court proceedings.

If a parent or legal guardian refuses to sign the release form, appropriate legal steps will be taken to enable the medical evaluation and evidence collection to take place.

If photographs are taken on cases where law enforcement is involved, the photographs are considered evidence and will be secured and released to law enforcement per the law enforcement HIPPA exception. All evidence, including photographs will require chain of possession signatures per evidence rules. At the conclusion of the medical evaluation, all evidence will be turned over to law enforcement.

H. Criteria and procedures for an emergency medical evaluation

If the Team receives a referral for an acute/emergency medical evaluation from any source, Team members will immediately contact CPS and law enforcement.

Sawyer County/LCO Child Abuse Multidisciplinary Team Protocols
May 2015

When a legal guardian is not available or not willing to authorize the medical evaluation and medically necessary treatment, CPS may take such action as is necessary to address the immediate safety needs of the child, which may include filing for temporary physical custody or minor in need of care. . In acute/emergency situations, CPS will maintain communication with other involved Team members concerning the status of the case until resolution of the emergency status.

In acute/emergency situations medical evaluation may be conducted prior to the forensic interview in order to preserve any potential findings and ensure the health of the child.

CASE REVIEW:

Case review meetings are pre-scheduled monthly and will include all new and select ongoing cases. Meetings will be held at rotating locations in Sawyer County and LCO. Members will be notified as soon as possible as to meeting locations. The Project Coordinator schedules the meetings and notifies Team members via e-mail of upcoming meetings and agenda items.

A new case is defined as any case that has occurred since the last case review and involves two or more Team agencies. An ongoing case is defined as any case that has been previously discussed at case review and has ongoing team involvement. Ongoing cases may be updates or reviewed upon request by any Team member.

Case review meetings are facilitated by the Project Coordinator. A designated representative from each agency should attend regular case review meetings each month if possible. The following team agencies are included on a regular basis:

- Law enforcement
- Child Protective services
- Prosecution
- Medical
- Behavioral Health
- Victim Advocate
- Corrections

Other agencies or representatives may be invited on a case-by-case basis

FOLLOW - UP SERVICES:

Following the FI and medical evaluation, the victim advocate will have an ongoing involvement with the child and non-offending family members to provide support, information and assistance. Throughout the case, the victim advocate provides information about the legal process assists with accessing resources related to the child's victimization and family stability and coordinates with Team members regarding the child and family functioning throughout the investigation and legal proceedings.

The victim advocate may facilitate post-interview linkage with behavioral health service providers or other agencies and make referrals as appropriate. Behavioral health services will be suggested to the child and non-offending caregiver. If the child is in state or tribal custody, this process is conducted in conjunction with CPS.

The victim advocate provides assistance with Violent Crime Compensation Board applications. At sentencing, the victim advocate assists the victim and other supportive individuals with the Victim Impact Statements. The length of time the advocate will provide support to the family, will depend on team recommendations and the family needs.

CASE TRACKING:

All cases where children are interviewed in the FI room at LCO are tracked by the Project Coordinator. Law enforcement and CPS track reports through individual agency systems in order to verify that all reports of child abuse and neglect are addressed appropriately. Every non-offending caregiver and child who has a FI at LCO is offered a client satisfaction survey before they leave the department.

Sawyer County/LCO Child Abuse Multidisciplinary Team Protocols
May 2015

SIGNATURE PAGE:

Signatures contained on this document acknowledge the participation by the agency represented and affirm that the participating agency and all members of that agency will adhere to this agreement.

_____ Sawyer County Health and Human Services, Child and Family Services	_____ Title	_____ Date
_____ Sawyer County Sheriff's Office	_____ Title	_____ Date
_____ Sawyer County District Attorney's Office	_____ Title	_____ Date
_____ Department of Corrections	_____ Title	_____ Date
_____ LCO Health Care Center	_____ Title	_____ Date
_____ LCO Police Department	_____ Title	_____ Date
_____ LCO Mental Health Department	_____ Title	_____ Date
_____ LCO Tribal Attorney	_____ Title	_____ Date
_____ Marshfield Clinic	_____ Title	_____ Date
_____	_____	_____

Essentia Clinic	Title	Date
Oakwood Haven Women's Shelter	Title	Date
City of Hayward Police Department	Title	Date
Hayward Memorial Hospital	Title	Date
LCO ICW	Title	Date

161 AGREEMENT

THIS AGREEMENT, is made and entered into this ___ day of July, 2015 and ending on December 31, 2016, by and between **SAWYER COUNTY HEALTH AND HUMAN SERVICES**, (hereinafter referred to as "the **COUNTY**"), and the **LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS** (hereinafter referred to as "the **TRIBE**").

WITNESSETH:

1. **Purpose.** It is the purpose of this agreement to clarify relationships between the Tribe and the County in providing for the health, safety, and welfare of Indian children residing on the Lac Courte Oreilles Reservation; to provide and improve systems for services, referral and mutual assistance between the Tribe and County; and to establish procedures and standards under which the parties shall implement the provisions of 1983 Wisconsin Act 161, while being consistent with the purpose and definitions within the Tribal Court Children's Code and other applicable state statutes. Delinquency cases as defined in ss. 938.12 are not provided for under this agreement.

2. **Definitions.** As used in this agreement, the following terms shall have the meanings specified herein:

a. "L.C.O." or "Lac Courte Oreilles": Unless stated otherwise in this agreement, said term shall refer to the Lac Courte Oreilles Band of Lake Superior Chippewa Indians and all its agencies, employees, agents and representatives.

b. "Independent investigation" is an investigation conducted by an entity other than the Tribe or the County in accordance with the procedures set forth in Subsection 4(h), and shall occur:

i) Regarding the Tribe, when the subject of any investigation is any employee of the LCO Tribal Court, Law Enforcement Department, Legal Department, Indian Child Welfare Department or any member of the Tribal Governing Board; or the subject of the investigation involves any other situation that the Director determines may present a conflict, subject the LCO Indian Child Welfare Department to improper influence or create the perception of a lack of independence on the part of the LCO Indian Child Welfare Department.

ii) Regarding the County, when a report of alleged maltreatment or threatened harm is received and any of the below listed agents or employees of the county department is the subject of the report or;

iii) The agency determines that because of the relationship between the agency and the subject of the report, there is a substantial probability that the agency would not conduct an unbiased investigation, a request is made to the investigating agency to conduct the intake screening decision and the initial assessment, if necessary.

Agents or employees of the county:

- a. Health and Human Services Employee
- b. Sawyer County Law Enforcement Employee
- c. Court Employee (Judge's office, Clerk's office, District Attorney's office, Child Support)
- d. Foster parents

3. **Preventive Services.** It is mutually understood and agreed that Tribal and County Health & Human Services staff shall meet at least every other month, on a day and time to be determined, for the following purposes:

- a. Identify Tribal families living on the Reservation who may be in need of services by the parties to this agreement;
- b. Review the case status of Tribal families living on the Reservation who are being provided services by either Tribal or County staff;
- c. Coordinate services provided to Tribal families living in Sawyer County by either Tribal or County staff, in order to assure that all appropriate services are in fact being provided, to identify the primary service provider, and to establish a case plan for provision of services;
- d. Review and revise, as appropriate, any established case plan for Tribal families living on the Reservation;
- e. Review adherence to and compliance with this agreement and review new cases;
- f. Perform any and all other functions mutually agreed upon by the social services staff of the parties.

4. **Protective Services Investigations.** It is mutually understood and agreed by the parties hereto that the following procedures shall be exclusively utilized in the investigation of matters concerning the possible existence of child abuse and/or neglect involving a child residing on the Tribe's Reservation:

a. **24-Hour Availability.** Both the Tribe and County shall provide 24 hour availability of staff for conducting emergency investigations. In the event either Party makes an emergency placement without the other Party's involvement, the placing Party shall contact the other Party as soon as possible following placement, but in no event longer than within twenty four (24) hours, including weekends and holidays.

b. **Joint Investigation.** It shall be the priority of the parties to conduct joint protective services investigations, unless such investigation is not practicable after diligent attempts to contact the other party compatible with the nature and time constraints of appropriate investigation. Joint investigations shall not be required where the Tribe chooses to investigate a complaint of neglect under provision 4(g) of this agreement which the County previously determines does not meet the definition of neglect contained in Sec. 48.981(1)(d), Wis. Stats. When the Tribe investigates a complaint, the Tribe shall provide the County with all case worker summaries related to the investigation as soon as possible after completion, except

where the Tribe, pursuant to tribal policy, investigates a complaint which the County has screened out. The County shall provide written findings to the other party within sixty (60) days of investigation by the WISACWIS electronic reporting document and send a copy to the Tribe.

1. Exchange of Investigatory Information and Documentation. Whenever the Tribe and the County are conducting a joint investigation, a party shall engage in an exchange of information and documentation when requested by the other party, to the extent such an exchange is permitted by tribal, state, or federal law, or through a properly executed Release of Information. This includes, but is not limited to, school records, medical records, and law enforcement records.

c. Child Welfare Complaint Received by County. Upon receipt of a child welfare complaint of suspected child abuse or neglect, indicating that a child may be a "minor-in-need-of-care," the County shall immediately contact the Tribe, but in no event longer than 24 hours after receipt. The parties shall thereafter determine the mechanism by which an investigation in accordance with Sec. 48.981, Wis. Stats., shall proceed.

d. Immediate Danger: Unavailability. If either party cannot be contacted after all reasonable efforts have been made, and the party is in receipt of information which gives cause to believe that a child may be in immediate danger, the County shall proceed to investigate under the provisions of sec. 48.981, Wis. Stats., and the Tribe shall continue to investigate under the LCO Children's Code. Notice of cause to believe that the child is in immediate danger shall be conveyed to the other party as soon as practicable, and shall in no event be conveyed more than 24 hours thereafter, excluding weekends and holidays. The investigating party or parties shall, within three (3) working days of referral, provide to the other party written findings, including the intake form and protective plan.

e. Non-Emergency; Unavailability. If either party cannot be contacted after all reasonable efforts have been made, and the party is in receipt of intake information which gives cause to believe that a child may be a "minor-in-need-of-care", that party shall proceed to investigate the child's circumstances. The written initial intake findings of such an investigation shall be conveyed to the other party as soon as practicable, and shall in no event be conveyed more than 72 hours thereafter, excluding weekends and holidays.

f. Abuse or Neglect Complaint Received by Tribe. The Tribe shall immediately, upon receipt of complaint, inform the County of all complaints alleging abuse or neglect of a child residing on the Reservation. The parties shall thereafter determine the mechanism by which an investigation in accordance with sec. 48.981, Wis. Stats., shall proceed.

g. Child Welfare Complaint Received by Tribe. The Tribe may request the assistance of the County in investigation of any child welfare cases of a child residing on the Reservation. When the matter being investigated does not meet the state statutory definition of abuse or neglect, codified at Wis. Stat. Ann. Sec. 48.981(1)(d), the parties acknowledge that tribal law and customs govern the determination.

h. "Independent Investigation": When a situation meets the definition of an independent investigation, it shall be required that the Tribe designate another Tribe to handle their portion of the investigation and the County appoint another County pursuant to their Interagency agreement to handle their portion of the investigation. The designated Tribe and County shall work in cooperation to complete said investigation and provide their findings to the parties of this Agreement.

5. **Standards for Conducting Protective Services Investigations.** It is mutually understood and agreed by the parties that the actions of the County under Section 4, above, are subject to the requirements of sec. 48.981, Wis. Stats., and the State/County contract. The County shall complete a WISACWIS electronic reporting form on all cases reported or referred to it by the Tribe.

It is further mutually understood and agreed that the actions of the Tribe under Section 4, above, are subject to the provisions of the LCO Tribal Court Code and LCO Children's Court Code. The Tribe further agrees to assist the County in complying with the applicable state law.

6. **Tribal Court Orders.** It shall be agreed that the Tribal Court Order for each case will specify the following:

- A. Continued placement of the child in his or her home would be contrary to the welfare of the child.
- B. Reasonable efforts to prevent the removal of the child from the home were made or that reasonable or active efforts were not possible prior to the removal of the child from his or her home and must be made no later than sixty (60) days from the date of the child's removal from home.
- C. At L.C.O. Tribal Court Judicial Status Review hearings, reasonable efforts were made to achieve the goal of the child's permanency plan, unless the return of the child to the home is not the goal of the permanency plan because any of the circumstances specified in Wis. Stat. 48.355 (2d)(b) 1.-5. apply (attached).
- D. Care and Placement responsibility is with LCO Indian Child Welfare Department.

LCO Tribal Court shall forward to the Agency Designee of Sawyer County Health & Human Services copies of petition, court notice, court order and pre-dispositional report. Indian Child Welfare Department shall forward to the County copies of the permanency plan, and independent living plan.

7. **Emergency Placement by County.** In the event that a protective services investigation is performed by the County under the circumstances specified in Section 4, above, and further, that such investigation reveals that a child is in immediate danger from his or her surroundings, the County may remove said child and place him or her temporarily in accordance with the placement provisions of the Wisconsin Indian Child Welfare Act, 48.028(7)(b).

- i) the home of an extended family member of the Indian child;

- ii) a foster home or treatment foster home licensed, approved, or specified by the Indian child's tribe; or
- iii) an Indian foster home or treatment foster home licensed or approved by the department, a county department, or a child welfare agency; or
- iv) a group home or residential care center for children and your approved by an Indian tribe or operated by an Indian organization that has a program suitable to meet the needs of the Indian child.

It is mutually understood and agreed that in making an emergency placement, the County shall exercise such authority only through such personnel that have been designated by Sawyer County Health & Human Services. The Tribe shall be notified of such designated personnel.

The County further agrees to inform the Tribe of any such emergency placement no more than 24 hours thereafter, excluding weekends and holidays.

8. Placements by Tribe.

a. It is mutually understood and agreed that all involuntary placements, other than those occurring under Section 7, above, of Indian children residing on the Tribe's Reservation shall be made by the Tribe. In making any out-of-home placement, the Tribe shall place the child with one of the following:

- i) the home of an extended family member of the Indian child;
- ii) a foster home or treatment foster home licensed, approved, or specified by the Indian child's tribe; or
- iii) an Indian foster home or treatment foster home licensed or approved by the department, a county department, or a child welfare agency; or
- iv) a group home or residential care center for children and your approved by an Indian tribe or operated by an Indian organization that has a program suitable to meet the needs of the Indian child; or
- v) A licensed foster home in which payment for placement is made at the uniform foster care rate; or
- vi) A licensed group home, upon written execution of a purchase of services contract between the County and the facility.

b. In a tribal foster care placement, the Tribe agrees to contact the Department of Children & Families Interstate Compact Office on the placement of children in cases where children are referred for tribal placement across state lines. The Tribe will work cooperatively with the County to assure Tribal children are afforded protection through the Compact. If the Tribe places the child out of state with another tribe there is no need to contact the Department of Children & Families Interstate Compact Office, unless there is funding through the state and in that instance, the Office must be contacted. Additionally, both the Tribe and County agree to complete the requisite Tribal ICPC placement documentation.

The County recognizes the Tribe's sovereignty and agrees to accept the Tribe's judgment as to the appropriateness of placement and availability of resources in cases where the Compact is employed.

9. **Requisites of Tribal Monitoring of Out-of-Home Placements.** In monitoring and providing services to children who have been placed elsewhere than the home of their parent or "relative", the Tribe shall appoint a case manager and shall establish and carry out the following procedures:

a. Case Plan. A case plan shall be established which conforms to the provisions of Sec. 48.33(1)(2)(4)(5) (a copy of which is attached as Appendix A). The Tribe shall provide a copy of said plan to the County.

b. Permanency Plan. A permanency plan for each child in out-of-home placement shall be established which conforms to the provisions of sec. 48.38(4), Wis. Stats. The Tribe shall provide a copy of said plan to the County within sixty (60) days after the child's removal from home, if the permanency plan is not included in the pre-dispositional report.

i. A Judicial hearing shall be held every year and a judicial status review or an administrative review shall be held within every six months of the judicial hearing. The conduct of the judicial review or administrative review shall conform to the provisions of the L.C.O. Children's Code (a copy of which is attached as Appendix B) and Wisconsin Statutes relating to permanency planning. The County shall be provided a copy of the original petition upon which the case is based at the same time it is filed with the Tribal Court. The Tribal Court will furnish the County with any notice of hearing which is issued and a copy of any order resulting from said hearing with the statutory provisions related to permanency planning.

ii. In the case of a child who has been in foster care under the responsibility of the State for 15 of the most recent 22 months, or, if a court of competent jurisdiction has determined a child to be an abandoned infant (as defined under the Tribe's law) or has made a determination that the parent has committed murder of another child of the parent, committed voluntary manslaughter of another child of the parent, aided or abetted, attempted, conspired or solicited to commit such a murder or such a voluntary manslaughter, or committed a felony assault that has resulted in serious bodily injury to the child or to another child of the parent, the Tribe shall file a petition to terminate the parental rights of the child's parents unless--

- a. the child is being cared for by a relative;
- b. the Tribe has documented in the court report a compelling reason for determining that filing such a petition is not in the best interests of the child; or
- c. the Tribe or such other agency as is primarily responsible for providing services to the child and the family has not provided to the family of the child, consistent with the time period in the child's permanency plan, such services necessary for the safe return of the child to the child's home, if reasonable efforts are required by the court order or permanency plan.

c. Independent Living Plan. For persons aged 15 and over, the case plan shall describe the services provided to assist the child in making the transition from substitute care to independent living. The independent living plan drafted by the LCO Indian Child Welfare Department shall comply with Wis. Stat. 48.38 (4)(h), attached, except that Sawyer County and the LCO Indian Child Welfare Department will share the assessment and plan for review and coordinating of services.

d. In all out of home placements a face to face contact with the child by the case worker shall take place every calendar month. LCO ICW shall make all face to face contacts for cases in LCO Tribal Court. Whenever an LCO Indian Child Welfare Department worker makes contact with the child(ren), the worker's contacts shall be documented in WISACWIS within twenty (20) calendar days of the contact. LCO Indian Child Welfare Department shall provide this service for tribal children placed out of home under a Tribal Court Order. =. In the event the Tribe is unable to effectuate face to face contact in a given month, the Tribe shall notify the County Child Protection Unit Supervisor by the 20th of that Month.

e. Child and Adolescent Needs and Strengths (C.A.N.S.) need to be filled out before placement is determined, if possible, and must be filled out within thirty (30) days of placement and another C.A.N.S. shall be filled out every six months thereafter of continued out of home placement. The County and LCO worker shall cooperatively fill out these forms.

10. Notice to County of Tribal Placements.

a. The Tribe further agrees to notify the County's Department of Health & Human Services within 24 hours of making any out-of-home placement of a child residing on the Reservation, and to provide written notice of such placement within three (3) days thereafter.

b. When the Tribe provides the Tribal Court with notice of change in placement a copy of said notice shall be sent to the County.

c. The Tribe will similarly notify the County of the termination of any out-of-home placement. Included in the written notice, when a non-relative placement is made or terminated by an order of the Tribal Court, shall be a copy of the Court's order.

11. Funding for Out-of-Home Placements Made by Tribe. Payment by the County for the care and support of Reservation-resident Indian children placed by the Tribe in homes other than those of the parent or custodian shall be made in the following circumstances:

a. Placement with Relative. The Tribal agency shall make Kinship Care payments for children placed by the Tribal Court with a relative of said children. For purposes of this section, Relative is defined by s.48.57(3m) of Kinship Care. (A copy of the provision is attached as Appendix D.)

b. Placement in Foster Home. The County shall make foster care payments for children placed by the Tribal Court in the licensed foster home, when such placement is pursuant to an order of the Tribe's Tribal Court in a "minor-in-need-of-care" proceeding. (See also 11.(d)(i).)

c. **Financial Eligibility.** Payment by the County pursuant to this section shall apply only to those children placed by the Tribe who do not have the financial resources with which to pay for such care, and who meet the eligibility criteria of federal and Wisconsin law. The Tribal Court, pursuant to Section 251.14(a) of the LCO Children's Court Code, may determine the financial ability of the child's parent or other legally responsible person to contribute to the child's support. The Tribe may refer collections of child support to the County. Sawyer County shall receive a copy of the court order.

d. **Documentation Required for Payment.** No funds will be expended by C.A.N.S. for the care of children placed by the Tribe for which case and permanency plans have not been provided within the time periods specified in Section 8(a) and (b) and 9, above, or for which a copy of a required order of the Tribal Court is not provided. The C.A.N.S. shall also be provided to county for rate assessment.

1. In an emergency out of home placement by the Tribe, to reimburse the foster parents a Sawyer County juvenile intake worker must make a written determination, with copies to the Tribe, that the out of home placement meets the standards set forth in Wis. Stat. 48.205 or 938.205. If a difference of opinion exists between the Tribe and Sawyer County then refer to Section 21.

12. Tribal Title IV-E Agency accepting placement from Wisconsin Title IV-E Agency. If the Tribe agrees to receive placement, care and supervision authority of a tribal member child, both the Tribe and the County agree to abide by the procedural and documentary requirements set out in DCF form "Tribal ICPC Placement Documentation."

13. Financial Limitations on Funding. It is mutually understood and agreed that payment for placement under section 11, above, is subject to the following conditions.

a. **Foster Care Payment.** Payment by the County for placement of a Native American child living on the Reservation in a foster home under section 11(b), above, is contingent upon available federal and Wisconsin funds. The County will inform the Tribe as necessary of the status of available funds for foster care payment. State funds cannot be expended for a child who is not a resident of Sawyer County. The budget projections for the County shall be included as Appendix E.

b. **County Fund Limit.** It is further understood that the County commits no funds for out-of-home placement payments other than those designated as matching funds for foster care in the annual fiscal year budget of the County as included in Appendix E and referenced in 12(a).

14. Amount of Financial Support Available to Caretakers. The parties understand and agree that any and all payments made by the County under Section 11 and 12, above, shall be in the amount determined by Wisconsin payment guidelines, as such are established from time to time and also as determined by supplemental and exceptional guidelines as determined by the County worker, LCO worker and foster parent (Appendix F). Any dispute with regard to the payment guidelines shall be resolved pursuant to paragraph 21 of this document.

15. **Procedural Requisites for Tribal Out-of-Home Placements.** It is mutually understood and agreed that out-of-home placements made by the Tribe, and for which the County is providing financial support, shall be subject to the following administrative prerequisites:

a. Case Record. The County shall complete JD-1718 Financial Information Form and shall establish a case record. Tribe agrees to assist the County in carrying out this responsibility. The referenced forms are attached in Appendix G.

b. Preventive Services Provided. In all initial placements funded under Sections 11(b) and 12(a) and (b), above, the following findings shall be made by the Tribal Court;

- i. That the child required to be placed is a "minor-in-need-of-care";
- ii. Continued placement of the child in his or her home would be contrary to the welfare of the child.
- iii. Reasonable efforts to prevent the removal of the child from the home were made.
- iv. Reasonable efforts were made to achieve the goal of the child's permanency plan, unless return of the child to the home is the goal of the permanency plan and at any L.C.O. Tribal Court Judicial Status Review hearings reasonable efforts were made to achieve the goal of the child's permanency plan, unless the return of the child to the home is not the goal of the permanency plan because any of the circumstances specified in Wis. Stat. 48.355 (2d)(b) 1.-5. apply (attached).
- v. That, in addition, the above determinations be supported by the filing of a written report submitted by the Indian Child Welfare Department.

16. **Information Cooperation and Consultation.** It is further mutually agreed that the following types of information will be provided by each party to the other, as circumstances arise:

a. Licensed Foster Homes. The parties shall furnish to each other a complete list of all licensed foster homes, and a copy of the license issued to each foster home, a copy of the foster home application, the foster home study, and criminal background checks, and shall update such listing as is necessary in order to maintain its currency.

b. Indian Child Welfare Act Notices. The County shall furnish all notices of the Sawyer County Court to the Tribe which are required by the provisions of the Indian Child Welfare Act, 25 U.S.C. Sec. 1912.

c. License Revocation. The parties shall furnish to each other written notice of any revocation of a license issued to a foster home, and the effective date of such revocation.

17. **Confidentiality.** It is mutually understood and agreed that all information concerning child custody proceedings shall be kept confidential, and that such information shall be revealed, to the extent not prohibited by applicable Tribal, federal or Wisconsin law,

only to those persons who require such information in order to exercise rights secured by the Indian Child Welfare Act or recognized by this agreement. It is further understood that County and Tribal workers shall make every effort to conceal the purpose of their physical presence in places that may breach confidentiality (i.e. schools or workplaces).

18. **Contact Persons.** All notices or contacts required by this agreement to be provided to the Tribe shall be directed to the Director of the LCO Indian Child Welfare Department. All notices or contacts required under this agreement to be provided to the County shall be directed to the Agency Designee of the County's Health and Human Services.

19. **Inter-Agency Training.** It is recognized that the County and Tribal Human Service Departments have unique functions and responsibilities. In order to alleviate potential misunderstandings and difficulties arising from their unique perspectives, the two departments agree to provide ongoing inter-agency training of their staff. This training will consist of a review of the LCO Code and procedures, Indian Child Welfare Act, Wisconsin Indian Child Welfare Act, cultural issues which affect investigations, an overview of the Wisconsin Children's Code and procedures, investigation techniques and protocols, and State and Federal Standards for substitute care funding. The training may be provided by appropriate staff of the two departments or by outside trainers and workshops. There shall be at least one inter-agency training per year.

20. **Jurisdiction and Resulting Responsibilities.** It is mutually understood that the Tribe has exclusive court jurisdiction of all child custody proceedings, pursuant to its resumption of said jurisdiction under the procedure established in the Indian Child Welfare Act, 25 U.S.C. Sec. 1918. The County recognizes the Tribe's sovereignty and agrees to accept the Tribe's judgment as to the appropriateness of placement, subject to availability of resources. The County will afford full faith and credit to Tribal Court Orders.

It is further understood that the County has responsibility for Reservation-resident Indian Children in juvenile delinquency proceedings under Wisconsin Law which are not child custody proceedings as defined in Section 2c.

21. **Modification and Term Agreement.**

a. Modification. This Agreement may be modified as mutually agreed upon by the parties, and such modification may be initiated by either party.

b. Term. The term of this Agreement shall be from October 1, 2014 through December 31, 2015.

c. Extension/Renewal. The Agreement may be renewed thereafter by mutual agreement of the parties for a term not exceeding one (1) year at a time.

c. Expiration without Mutual Agreement. If this Agreement expires prior to the Parties mutual agreement to renew, this Agreement shall continue in full effect until the Parties either a) agree mutually agree to renew or b) execute a new agreement.

22. **Violation and/or Interpretation of Agreement.** The parties acknowledge that instances of disagreement as to the terms of this Agreement may arise and that circumstances may occur in which one Party believes the other to have violated its terms.

It is mutually understood and agreed that the Parties will attempt to resolve such matters at the lowest possible level, within the following described framework:

- a. Between the Sawyer County Social Worker and LCO Indian Child Welfare Worker;
- b. Between the Sawyer County Department of Health and Human Services Director and the Lac Courte Oreilles Indian Child Welfare Director;
- c. Between the Sawyer County Health and Human Services Board and the Lac Courte Oreilles Social Services Liaison;
- d. Between the Sawyer County Board of Supervisors and the Lac Courte Oreilles Tribal Governing Board;
- e. Pursuant to the Wisconsin Department of Children and Families Policy Regarding Consultation with Wisconsin's Indian Tribes, Section V. "Resolution of Issues."

Throughout the resolution process, the parties are free to consult with their legal counsel and with staff of the Wisconsin Department of Children and Families.

**LAC COURTE OREILLES BAND OF LAKE
SUPERIOR CHIPPEWA INDIANS**

Dated: _____

By: _____
Michael J. Isham, Jr., Chairman
LCO Tribal Governing Board

SAWYER COUNTY

Dated: _____

By: _____
Harold Helwig, Chairman
Sawyer County Board of Supervisors

**LCO INDIAN CHILD WELFARE
DEPARTMENT**

Dated: _____

By: _____
LuAnn Kolumbus
Director

**SAWYER COUNTY HEALTH AND
HUMAN SERVICES**

Dated: _____

By: _____
Paul Grahovac
Director

ACKNOWLEDGED AND REVIEWED:

Tanya Cornelius
Tribal Liaison
Wisconsin Department of Children and Families

minutes of the meeting of the Administration Committee

Sawyer County Board of Supervisors

July 9, 2015; 8:30 a.m.; Assembly Room; Sawyer County Courthouse

members present: Hal Helwig (Chair), Ron Kinsley, Jim Bassett, Dean Pearson, Brian Bisonette, Dale Thompson

also present: County Board member Warren Johnson, Information Technology Department Director Mike Coleson, County Treasurer Dianne Ince, County Administrator Tom Hoff, County Clerk Kris Mayberry

Motion by Thompson, 2nd by Kinsley, to approve the meeting agenda. Motion carried.

Motion by Bassett, 2nd by Thompson, to approve the June 11, 2015 meeting minutes. Motion carried.

Veterans Service Department Director Renee Brown presented a written monthly department report (copy in meeting file), including a Veterans Service Department annual report for 2014, receipt of the 2015 Veterans Service Office grant for \$8,500, progress in staffing the Veterans Clinic in Hayward, and renovations to the Sawyer County Veterans Service Department office.

The Committee discussed the Public Safety Committee recommendation to pay an additional \$1 per hour to Sheriff's Department field training officers for the hours worked as field training officers. Motion by Thompson, 2nd by Bassett, to recommend County Board approval of the recommendation. Motion carried.

The Committee discussed the Public Safety Committee recommendation to pay part-time Sheriff's Department Patrol Deputies 80% of the current wage for full-time Patrol Deputies. Motion by Pearson, 2nd by Thompson, to recommend County Board approval of the recommendation. Motion carried.

County Administrator Tom Hoff presented a written monthly report, including meeting with Mike Hager (CPAs Anderson, Hager & Moe) regarding preparation for the 2014 Sawyer County Financial Statement and Audit, Ambulance Service Department billing, preparation for development of the 2016 Sawyer County Budget, property and workers compensation claims, employee hiring, employee personnel policies and training.

County Administrator Tom Hoff presented proposed revisions to the County's policy for employee travel and expense reimbursement (Policy 411). Motion by Thompson, 2nd by Bassett, to recommend County Board approval of the revisions. Motion carried.

County Administrator Tom Hoff presented proposed revisions to the County's policy for employee disciplinary procedures (Policy 202). Motion by Bisonette, 2nd by Thompson, to recommend County Board approval of the revisions. Motion carried.

The Committee reviewed the following proposed resolution received from the Northwest Regional Planning Commission:

Resolution # -2015

Adoption of Law Enforcement Policies Required
for Submission of Community Development Block Grants

Whereas, federal and state monies are available under the Community Development Block Grant Program, administered by the State of Wisconsin; and,

Whereas, the program requires that units of government receiving these funds adopt and enforce the following:

1. Sawyer County hereby prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations in accordance with Section 519 of Public Law 101-144.
2. Sawyer County hereby agrees to enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent and civil rights demonstrations within its jurisdiction.

Now, therefore, be it resolved, that the Sawyer County Board of Supervisors does hereby approve and authorize the adoption and enforcement of the aforementioned policies regarding use of excessive force against individuals engaged in non-violent civil rights demonstrations.

Motion by Kinsley, 2nd by Bassett, to recommend County Board approval of the resolution. Motion carried.

County Clerk Kris Mayberry provided a department report.

County Treasurer Dianne Ince presented a financial report (copy in meeting file) through June of 2015 and the Wisconsin Department of Revenue monthly report on county sales and use tax distribution to Sawyer County which included the following information:

- distributed to Sawyer County in June of 2015 - \$130,211.67
- distributed to Sawyer County in 2015 through June - \$809,927.15
- distributed to Sawyer County through same month in 2014 – \$642,901.37
- 2015 Sawyer County Budget sales and use tax revenue forecast - \$1,600,000

Information Technology Department Director Mike Coleson provided a written department report (copy in meeting file). Motion carried.

The Committee reviewed the monthly department expense vouchers. Motion by Kinsley, 2nd by Bassett, to approve the vouchers. Motion carried.

Motion by Thompson, 2nd by Bassett, to adjourn the meeting. Motion carried.

Minutes prepared by Sawyer County Clerk Kris Mayberry

POLICY 411

Travel and Expense Reimbursement

1. Purpose

To establish a uniform system for determining county responsibility for expenses incurred by employees and officers while performing official county business.

2. Definitions

- a. Authorizing party - The ~~committee of jurisdiction~~ County Administrator with respect to ~~d~~Department ~~h~~Heads and the County Administrator and dDepartment ~~h~~Heads with respect to subordinate employees.
- b. Budgeted - Appropriated by the ~~e~~County ~~b~~Board or otherwise allocated in the department budget.
- c. Person - All public officials and employees of the county.
- d. Vehicles - All motor drive surface forms of transportation.

Personal Automobile Insurance - All county employees who drive their personal vehicles on county business will be required to maintain, at a minimum, personal automobile insurance in the amount of \$100,000/\$300,000/\$50,000 or \$300,000 combined single limit auto coverage.

- o The employee will provide their insurance documentation verifying such insurance amounts annually to their Department who will provide it to County Administrator.
- o Mileage will not be reimbursed to any employee who has not provided the current insurance documentation.
- o Sawyer County Insurance Coverage can be excluded if you are engaged in gross or willful negligence.
- o Sawyer County coverage is considered secondary coverage when an employee is driving their personal vehicles on county business.

3. General Travel Policy

Each person will be reimbursed for reasonable, necessary and actual travel expenses incurred in the performance of authorized official duties as long as reimbursement requests are made on the appropriate county forms and receipts must be shown and attached for all expenses, excluding alcoholic beverages.

Department heads and the ~~Committee of Jurisdiction~~ County Administrator will determine departmental travel and training needs and authorize budgeted expenditures.

All Out-of-~~e~~County travel at ~~e~~County expense must have the prior approval of the Authorizing Party~~Department Head and Committee of Jurisdiction~~.

4. Hotel/Motel Registration and Lodging Expense

When registering in hotels or motels or signing for any official purposes, persons will use their business address.

The choice of lodging will be based primarily on cost with consideration given to accessibility in conducting business. When traveling alone, a person will make use of a single room rate. Only travel expenses for the authorized person will be reimbursed, and at the rate for a single room.

- Lodging at convention, seminar, or meeting sites will be fully paid for by the County up to the state rate currently in effect or an amount pre-approved based on the seminar or meeting arrangements.
- All lodging expenses will be supported by the original receipts.

5. Transportation Expenses

Employees are eligible for mileage reimbursement for any position-related duties and conference or training that they are required and/or allowed to attend per policy.

Employees using their personal vehicle will be reimbursed mileage from home or their worksite whichever is closer.

~~Transportation should first be to use a~~ County Fleet vehicle should be used when available before ~~attempting using a~~ personally owned vehicles or the next most economical type or route.

Employees will follow all state and local traffic laws at all times whether a County or ~~P~~personal ~~V~~vehicle while on County business.

- a. Fleet Car Rate will be \$.10 less the current ~~e~~County rate per mile for official ~~e~~County use, chargeable against the requisitioning department, and the state rate for incidental personal use.
- b. Private Vehicle Mileage Rate - County employees will use a fleet car, if available.

Privately owned automobiles may be used when fleet cars are not available or the trip is less than 50 miles and will be reimbursed at the county rate as established by the County Board .

If a fleet car is available and the person elects to use his or her own car, the mileage will be at the fleet car or private vehicle mileage allowance, whichever is less.

6. Meals

Employees will be reimbursed for meals if the employee is attending an approved meeting, convention or seminar.

The claim for meals will represent actual, reasonable and necessary costs expended for meals as established by the County Board.

Paid under the following guidelines:

- a. Breakfast – the employee must leave before 6:00 a.m.
- b. Lunch – the employee must leave prior to 11:30 a.m. and return after 1:30 p.m.
- c. Supper – the employee must leave prior to 4:30 p.m. and return after 6:00 p.m.
- d. Expenses may be paid in aggregate of a maximum daily total of \$25. If the employee is required to purchase one meal while on county business, they will be limited to the amount stated per meal. If more than one meal is purchased, the employee will be allowed the total of these meals with the total being split among the meals at the employee's option.
- e. County Credit Card(s) or purchase cards cannot be used to pay for employee meals.
- f. Receipts are required for all meal reimbursement requests.
- g. No reimbursement will be made for the cost of alcoholic beverages.
- h. No meal advancements will be made except for Sheriff Department training for three or more consecutive days.

7. Claiming Reimbursement of Authorized Expenditures

All claims for reimbursement of authorized expenses must be submitted within 30 days on a Travel and/or Meal Expense Reimbursement Form provided by the Accounting Department.

8. Appendices

Travel Expense Reimbursement Form
Meal Reimbursement Form

POLICY 202

Disciplinary Procedures

1. Purpose

While employees are at will, corrective and disciplinary action may be taken for violations of standards of conduct, violations of policies and procedures, or for unsatisfactory work performance.

2. Disciplinary Procedure

Discipline may be applied to County employees for violation of this Manual, or other reasonable work standards not specifically defined herein, but only after consultation with the County Administrator. As part of the disciplinary process, the County may conduct an investigation to review the allegations and conduct any necessary interviews. The action chosen by the County may involve varying degrees of disciplinary action up to and including immediate termination, if warranted. Repeated infractions of even minor offenses can and will result in increasingly severe disciplinary actions. The County reserves the right to take any such disciplinary action it considers appropriate.

3. Demotion, Suspension or Termination. The Department Head shall discuss all demotion, suspension or termination actions with the County Administrator, ~~who will then obtain approval of the County Administrator~~ before taking any such action. Any administrative leave suspension pending the outcome of an investigation may be with or without pay as determined jointly by County Administrator and Labor Counsel.

Resolution # -2015
Adoption of Law Enforcement Policies Required
for Submission of Community Development Block Grants

Whereas, federal and state monies are available under the Community Development Block Grant Program, administered by the State of Wisconsin; and,

Whereas, the program requires that units of government receiving these funds adopt and enforce the following:

1. Sawyer County hereby prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations in accordance with Section 519 of Public Law 101-144.
2. Sawyer County hereby agrees to enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent and civil rights demonstrations within its jurisdiction.

Now, therefore, be it resolved, that the Sawyer County Board of Supervisors does hereby approve and authorize the adoption and enforcement of the aforementioned policies regarding use of excessive force against individuals engaged in non-violent civil rights demonstrations.



P.O. Box 791 16036W Hwy 63 S Hayward, Wisconsin 54843
Phone (715) 634-4280 Fax (715) 934-4803 Email: schous@cheqnet.net

June 17, 2015

Tom Hoff
Sawyer County Administrator
10610 Main St, Suite 23
Hayward WI 54843

Dear Mr. Hoff:

The Sawyer County Housing Authority Board of Commissioners requests the appointment of Barry Seltrecht to the Board. Mr. Seltrecht will replace Commissioner Chedra White.

To keep our State Charter in compliance with the State Housing Statutes, may we please have the confirmation of this appointment in writing.

Enclosed is a list of the current Commissioners and their terms.

Thank you very much for your consideration of this matter.

Sincerely,

Sheila Young
Executive Director



"This institution is an equal opportunity provider and employer"

List of Officers for Sawyer County Housing Authority

Chairman

Dorothy Mercer
10556 N Namekagon Tr
Hayward WI 54843
634-4948
11/14/2011 – 11/13/2016

Vice-Chairman

Bruce Paulsen
8518 N Hilltop Rd
Hayward WI 54843
715-634-3618
05/13/2015 – 5/12/2020

Commissioner

Iras Humphreys
10705 N Linden Rd
Hayward WI 54843
715-634-2560
05/14/2014 – 05/13/2019

Commissioner

Commissioner

Tom Mattson
PO Box 13079
Hayward WI 54843
715-699-4420
11/13/2013 – 11/13/2018

Secretary

Sheila Young
Sawyer County Housing Authority
PO Box 791
Hayward WI 54843
715-634-4280

Recording Secretary

Barb Mrotek
Sawyer County Housing Authority