

**TAYLORS FALLS CITY COUNCIL MEETING
COUNCIL CHAMBERS
MONDAY, SEPTEMBER 26, 2011 – 7:00 P.M.**

MINUTES

The Agenda for this Meeting was posted Wednesday, September 21, 2011 at City Hall, the Post Office and on the City's Web Site. Copies were e-mailed to residents requesting such, and the Press was notified.

The Taylors Falls City Council met for a regular meeting on Monday, September 26, 2011 at 7:00 p.m. in Council Chambers at City Hall, 637 First Street, Taylors Falls, Minnesota.

CALL TO ORDER

The Meeting was called to order at 7:00 p.m. by Mayor Mike Buchite.

ROLL CALL

MEMBERS PRESENT: Mike Buchite, Ross Rivard, John Tangen, Larry Julik-Heine, Mary Jo Murphy

MEMBERS ABSENT: None

OTHERS PRESENT: Clerk-Treasurer Jo Everson

PLEDGE OF ALLEGIANCE

All those present at the meeting recited the Pledge of Allegiance to the United States flag.

ADOPTION OF AGENDA

MOTION BY RIVARD/JULIK-HEINE TO APPROVE THE AGENDA, AS PRESENTED, FOR THE SEPTEMBER 26, 2011 TAYLORS FALLS CITY COUNCIL MEETING. MOTION CARRIED UNANIMOUSLY.

ADOPTION OF CONSENT AGENDA

MOTION BY MURPHY/JULIK-HEINE TO APPROVE/ACCEPT THE FOLLOWING CONSENT AGENDA ITEMS: CONSIDER REQUEST TO USE MARMON PARKWAY FOR FUNDRAISING EVENT; CONSIDER DETERMINATION OF FAILED TOBACCO COMPLIANCE CHECK; CONSIDER AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES; CONSIDER ENGAGEMENT LETTER FOR 2011 FINANCIAL AUDIT; AUTHORIZE PAYMENT TO WAUSAU ASPHALT FOR HYDRANT INSTALLATION; CORRESPONDENCE. MOTION CARRIED WITH TANGEN ABSTAINING SINCE HE IS AN EMPLOYEE OF THE CHISAGO COUNTY SHERIFF'S DEPARTMENT AND HAS A CONFLICT OF INTEREST REGARDING THE LAW ENFORCEMENT CONTRACT AND THE DETERMINATION OF FAILED TOBACCO COMPLIANCE CHECK.

PUBLIC FORUM

None.

STAFF REQUESTS

PUBLIC WORKS – Consider Valve Replacement

Public Works Superintendent Mike Kriz reported that there are two zone water valves that are leaking that need to be repaired before freezing season.

MOTION BY JULIK-HEINE/TANGEN TO APPROVE THE REPAIR OF TWO ZONE WATER VALVES, ON RIVER STREET AND ON MAPLE STREET, BY WAUSAU ASPHALT/ELECTRIC, AT A COST OF \$4,600.00 TO BE PAID FROM THE WATER FUND (601). MOTION CARRIED UNANIMOUSLY.

UNFINISHED BUSINESS

None.

NEW BUSINESS

CONSIDER EXPENSE FOR CARPENTRY WORK FOR CONTINUED COMMUNITY CENTER WORK

Rivard explained that these final work items will complete the lower level meeting room and office at the Memorial Community Center with the exception of the ceiling tiles and lights in the meeting room. The Taylors Falls Historical Society (Bruce Carlsted) has agreed to install the trim in the lower level and office, around the windows, doors, floors, and display case for \$600. This is material and labor. The proposal from Greg Gautsch is for material and labor to install the kitchenette cabinet and counter for \$1,420. The proposal from E & Z Testing for the plumbing – sink, hot water heater, connection, and labor is \$565. The total to complete this work is \$2,585.00, which will more than deplete the money in the Community Center Fund (350). The remaining funding source must be determined by the Council.

MOTION BY MURPHY/RIVARD TO CONTINUE THE CARPENTRY WORK AT THE MEMORIAL COMMUNITY CENTER, APPROVING THE \$600.00 PAYABLE TO THE TAYLORS FALLS HISTORICAL SOCIETY FOR LABOR AND MATERIALS TO TRIM WINDOWS, DOORS, FLOORS, AND DISPLAY CASES; AND APPROVING THE \$1,420.00 PROPOSAL BY GREG GAUTSCH FOR LABOR AND MATERIAL TO INSTALL UPPER AND LOWER CABINETS AND COUNTER TOP; AND APPROVING THE \$565.00 PROPOSAL FROM E & Z TESTING AND REPAIR, INC. TO INSTALL A WATER HEATER AND SINK WITH FAUCET.

IT WAS FURTHER MOVED TO APPROVE THE DEPLETION OF MONIES AVAILABLE IN THE MEMORIAL COMMUNITY CENTER FUND (350) FOR PAYMENT OF THIS PROJECT, WITH THE REMAINING MONIES TO BE PAID FROM THE COUNCIL CONTINGENCY BUDGET ACCOUNT (101-41110-900).

MOTIONS CARRIED UNANIMOUSLY.

CONSIDER AUTHORIZATION TO PURSUE GRANT FOR HPC WALKING TOUR AND ANGEL HILL

Council Member John Tangen reported that the Taylors Falls Heritage Preservation Commission is considering applying for a Legacy Grant through the MN Historical Society for an audio/visual tour of Angel Hill. The two programs they are looking at are the Digital Conversion and Online Access or an Interpretive Program; the grant coordinators at the MN Historical Society will advise on which of the two should be pursued. Both programs have no local cash match requirement other than in-kind contributions. The dollar amount is unknown at this time, although the application will be under what the MN Historical Society defines as a mid-sized grant (\$7,001 - \$50,000). The pre-application is due October 7th and the final application is due November 18th.

MOTION BY JULIK-HEINE/RIVARD TO AUTHORIZE THE TAYLORS FALLS HERITAGE PRESERVATION COMMISSION TO PURSUE THE DIGITAL CONVERSION AND ONLINE ACCESS GRANT OR THE INTERPRETIVE PROGRAM GRANT ADMINISTERED BY THE MINNESOTA HISTORICAL SOCIETY FOR POTENTIAL FUNDING OF AN AUDIO/VISUAL TOUR OF ANGEL HILL.

IT WAS FURTHER MOVED TO REQUIRE CITY STAFF TO PROVIDE FINAL REVIEW OF THE PRE-APPLICATION PRIOR TO SUBMISSION.

MOTIONS CARRIED UNANIMOUSLY.

CONSIDER REQUEST TO USE MARMON PARKWAY FOR FUNDRAISING EVENT

THE CITY COUNCIL AUTHORIZED BY CONSENT AGENDA FOR THE FIRST LUTHERAN CHURCH TO USE ONE STALL LOCATED IMMEDIATELY NORTHEAST OF THE ISLAND AT THE MARMON PARKWAY (BENCH STREET PARKING LOT) TO SELL MAPLE SYRUP AS A FUNDRAISING EVENT FOR THE YOUTH OF THE CHURCH ON THE WEEKENDS OF OCTOBER 1ST AND OCTOBER 8TH.

CONSIDER DETERMINATION OF TOBACCO COMPLIANCE VIOLATIONS

The City was notified by Chisago County Investigator Justin Wood that the Riverview – Petro Plus station had failed a tobacco compliance check on August 23, 2011. Since the City is the sole authority

in granting tobacco licenses, it must be the authority to impose the penalty. Letters were sent to the owner and the employee offering the opportunity to ADMIT or DENY the allegation, the Store and the employee ADMITTED the violation. Per City Ordinance, the employee was fined \$50.00, which has been paid and the RiverView – Petro Plus was fined \$75.00 since this is their first offense. Council must make the official final determination based upon these facts:

THE CITY COUNCIL DETERMINED BY CONSENT AGENDA THAT THE RIVERVIEW – PETRO PLUS STATION FAILED A TOBACCO COMPLIANCE CHECK ON AUGUST 23, 2011, AND PURSUANT TO SECTION 1200.13 OF THE TAYLORS FALLS CODE OF ORDINANCES REGULATING TOBACCO, AN ADMINISTRATIVE FINE OF \$75.00 SHALL BE CHARGED TO THE RIVERVIEW-PETRO PLUS STATION. *(paid 09/21/11)*

IT WAS FURTHER MOVED TO DETERMINE THAT KELLY JOAN MAHONEY, EMPLOYEE OF THE RIVERVIEW – PETRO PLUS STATION, FAILED A TOBACCO COMPLIANCE ON AUGUST 23, 2011, AND PURSUANT TO SECTION 1200.13 OF THE TAYLORS FALLS CODE OF ORDINANCES REGULATING TOBACCO, AN ADMINISTRATIVE FINE OF \$50.00 SHALL BE CHARGED BY SAID EMPLOYEE. *(paid 09/21/11)*

CONSIDER AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

THE CITY COUNCIL APPROVED BY CONSENT AGENDA THE AGREEMENT BY AND BETWEEN THE COUNTY OF CHISAGO AND THE CITY OF TAYLORS FALLS TO PROVIDE LAW ENFORCEMENT SERVICES TO THE CITY FOR THE PERIOD OF JANUARY 1, 2012 THROUGH DECEMBER 31, 2013. (copy attached)

CONSIDER ENGAGEMENT LETTER FOR 2011, 2012 AND 2013 FINANCIAL AUDITS

THE CITY COUNCIL APPROVED BY CONSENT AGENDA THE ENGAGEMENT OF SERVICES WITH ABDO EICH & METERS, LLP, TO PROVIDE FINANCIAL AUDITS FOR THE CITY OF TAYLORS FALLS FOR THE YEARS 2011, 2012 AND 2013. (on file)

AUTHORIZE PAYMENT TO WAUSAU ASPHALT FOR HYDRANT INSTALLATION

THE CITY AUTHORIZED BY CONSENT AGENDA THE PAYMENT OF \$4,650.00 TO WAUSAU ASPHALT/ELECTRIC FOR THE INSTALLATION OF WATER HYDRANTS, TO BE PAID FROM THE WATER FUND (601).

LIAISON OR COUNCIL MEMBER REPORTS

Mary Murphy reported that the Friends of Taylors Falls Parks & Recreation recently held their 2nd annual brat fest fundraiser, raising \$130.00. She also requested an appointment to be set up so that she could ride with the Public Works employees for the day so that she is more acquainted with the job responsibilities. Murphy also reported that she had attended the River Walk Sub-Committee Public Informational Meeting held recently regarding the next phase of the project. Her attendance was as a resident and did not represent the Council. She said the residents on River Street had various comments on the proposed project, both pro and con.

Ross Rivard reported that the side streets of River Street have been pulverized and should be paved soon, more than likely the same time as when the County Road 37 project is paved.

Larry Julik-Heine He reported that work at the Cherry Hill Park is in progress by a few volunteers who are donating labor and equipment. The trails were dug in and they hoped to install the traprock soon. He said the Park is making progress.

Mike Buchite reminded Council of the Ground Breaking Ceremony at the Taylors Falls Business Park on Thursday, September 28th at 10:30 a.m.

CORRESPONDENCE

THE CITY COUNCIL ACKNOWLEDGED THE CORRESPONDENCE RECEIVED IN THE SEPTEMBER 26, 2011 COUNCIL PACKET:

1. INFORMATION FROM ST. CROIX REGIONAL MEDICAL CENTER RE: COMMUNITY EDUCATION SCHEDULE
2. LETTER FROM LAKE AND PINES COMMUNITY ACTION COUNCIL
3. LETTER FROM US COST GUARD
4. STAFF CORRESPONDENCE & EMAIL'S

ADJOURNMENT

MOTION BY MURPHY/TANGEN TO ADJOURN THE MEETING OF THE SEPTEMBER 26, 2011 TAYLORS FALLS CITY COUNCIL. MOTION CARRIED UNANIMOUSLY.

Being no further business to come before the Council, the Meeting adjourned at 7:17 p.m.

Michael D. Buchite, Mayor

Jo Everson, Clerk-Treasurer

APPROVED: OCTOBER 10, 2011

**AGREEMENT TO PROVIDE
LAW ENFORCEMENT SERVICES**

This is an Agreement between the County of Chisago (hereinafter referred to as the "COUNTY"), and the City of Taylors Falls (hereinafter referred to as the "MUNICIPALITY"), to provide law enforcement services to the MUNICIPALITY for the period January 1, 2012 through December 31,2013.

WITNESSETH:

WHEREAS, the COUNTY, through the Chisago County Sheriff (hereinafter referred to as the "SHERIFF") has contracted to provide law enforcement services to the cities of Center City, Harris, Rush City, Shafer, and Taylors Falls (hereinafter referred to as the "MUNICIPALITIES"), and it would be advantageous to the MUNICIPALITY to contract with the COUNTY for law enforcement services; and;

WHEREAS, the parties to this Agreement are desirous of contracting for the performance by the COUNTY of the hereinafter described law enforcement functions for and within the political boundaries of the MUNICIPALITY through the Chisago County Sheriff; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are authorized and provided for by the provisions of Minnesota Statute Section 436.05.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and the MUNICIPALITY agree as follows:

I. SCOPE OF SERVICES

- 1.1 The COUNTY agrees, through the Chisago County Sheriffs Office, to provide law enforcement services to the MUNICIPALITY which will include, but not be limited to, the following:
 - A. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
 - B. Enforcement of Minnesota State Statutes and the ordinances of the MUNICIPALITY.
 - C. Traffic Enforcement including the regular use of radar or laser as a speed deterrent;
 - D. Criminal investigative and crime lab services;
 - E. Jail detention;
 - F. Responses to medical, fire, and other emergencies;
 - G. Dispatching and other necessary communication services;
 - H. Attendance at City Council meetings as requested by the MUNICIPALITY.
- 1.2 ALL services shall be provided for as described in Exhibit A and made a part of this Agreement.
- 1.3 Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County of Chisago under state statutes.

- 1.4 The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section V. herein.
- 1.5 In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Chisago County in a timely and efficient manner.
- 1.6 The COUNTY'S contractual obligations under this Agreement do not lessen the COUNTY'S obligation to provide patrol and police protection services to area lakes, Chisago County open space areas, and park areas owned or operated by Chisago County and all other areas under COUNTY jurisdiction located within the political boundaries of the MUNICIPALITY. The COUNTY'S contractual obligations under this Agreement shall also recognize the underlying, historical obligations that Chisago County has to provide police protection to the MUNICIPALITY,
- 1.7 To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees.
- 1.8 The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement unless otherwise agreed and described in Exhibit A.
- 1.9 All deputy sheriffs, clerks, dispatchers, and all other COUNTY personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY for all purposes.
- 1.10 This agreement shall not alter the responsibility for the prosecution of offenses occurring within the MUNICIPALITY as is currently provided by law. Likewise, collection and distribution of fine monies shall be controlled in the manner provided by law. It is understood that prosecutions for violations or ordinance or state statues, together with disposition of all fines collected thereto, shall be in accordance with state statutes, state rules and judicial orders.

II. ASSUMPTION OF LIABILITIES/INSURANCE

- 2.1 Except as otherwise provided, the MUNICIPALITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said MUNICIPALITY, and the COUNTY hereby assumes said liabilities.
- 2.2 Except as herein otherwise specified, the MUNICIPALITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of this employment, and the COUNTY hereby agrees to hold harmless the MUNICIPALITY against any such claim.
- 2.3 The COUNTY agrees to hold harmless, indemnify and defend the MUNICIPALITY, its officers and employees from the intentional and negligent acts and omissions of the COUNTY.
- 2.4 The MUNICIPALITY shall hold harmless, indemnify, and defend the COUNTY, its officers and employees against any challenge to the validity of the City's ordinances. Chisago County agrees to maintain, during the term of this

Agreement, automobile, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by Chisago County. .

III. TERM OF AGREEMENT/TERMINATION

- 3.1 This agreement shall commence January 1, 2012 and shall be in effect through December 31, 2013.
- 3.2 Either party may terminate this Agreement by notifying the COUNTY and other MUNICIPALITY in writing of their intent to terminate the agreement six (6) months prior to the end of the calendar year.
- 3.3 This agreement may be renewed for successive periods of two (2) years. Not later than June 30 of the year the present agreement expires, the MUNICIPALITY shall notify in writing the COUNTY and SHERIFF of the intention to renew the agreement. The COUNTY shall provide a Budget Estimate of the hourly rate payable for the renewal period by August 1.
- 3.4 Notice to the COUNTY shall be given to the County Administrator and Chisago County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Clerk.

IV. PAYMENT

- 4.1 The MUNICIPALITY agrees to pay the COUNTY the actual cost of providing all services covered by this Agreement, defined as the hourly rate multiplied by the hours of service as set forth on attached Exhibit A.
- 4.2 The COUNTY shall bill the MUNICIPALITY on a quarterly basis commencing for services to the MUNICIPALITY as set forth in Exhibit A. The MUNICIPALITY shall pay the COUNTY within 30 days of receipt of the billing statement.
- 4.3 An estimate of the costs for the upcoming agreement renewal year(s) shall be furnished by the COUNTY to the MUNICIPALITY no later than August 1, of the year the current agreement expires. Said estimate shall be for the limited purpose of better enabling the MUNICIPALITY to estimate its budget. The MUNICIPALITY shall indicate in writing its acceptance or rejection of the Budget Estimate in writing prior to September 30 of the year the current agreement expires.

V. GENERAL PROVISIONS

- 5.1 It is understood that prosecutions for violations of ordinances or state statutes, together with, disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.
- 5.2 The COUNTY and MUNICIPALITY are committed to the policy that all persons have equal access to programs, facilities and employment without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, receipt of public assistance or veteran status.
- 5.3 The Chisago County Sheriffs Office shall submit to the MUNICIPALITY quarterly activity reports detailing the activities of the Sheriffs Office within the MUNICIPALITY. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued; however, no information will be provided which would violate the State Data Practices Act.
- 5.4 The MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this agreement.
- 5.5 If the either party fails to fulfill any of its obligations set for the in this agreement in a legal, proper

and timely manner, or otherwise violates the terms of this agreement, either party shall have the right to terminate the agreement if the other party has not cured the default after receiving a thirty (30) day written notice of the default. Said notice shall be in writing and hand-delivered to the other party.

5.6 The COUNTY, through the SHERIFF or designee, agrees to meet periodically with the governing council of the MUNICIPALITY, or with a law enforcement committee which said council may designate. The purpose of said meeting(s) shall be to make suggestions for improvement in the implementation of this agreement, provided, however, that no such suggestion shall be binding on either party unless reduced to writing and duly executed by the authorized parties hereto. The time and place of any such meeting hereunder, shall be determined by the MUNICIPALITY with reasonable notice to the SHERIFF.

5.7 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by its Mayor and Clerk and the seal of the MUNICIPALITY to be affixed hereto on the ____ day of _____, 2011, and the COUNTY, by resolution of its Board of County Commissioners has caused this Agreement to be signed by the Chair and Clerk of said Board on the 7th day of December, 2011.

COUNTY OF CHISAGO

By: *Joe Walker*
Chair, Board of County Commissioners

By: *Dulky*
Clerk, Board of County Commissioners

CITY OF TAYLORS FALLS

By: *Michael D. Bunte*
Mayor

By: *Jo Guerson*
Clerk

APPROVAL RECOMMENDED:

[Signature]
Rick L. Duncan
Sheriff of Chisago County

APPROVED AS TO FORM:

Janet Reist
County Attorney Date 11/9/2011



**EXHIBIT A TO
AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES
BETWEEN CHISAGO COUNTY AND THE CITY OF TAYLOR FALLS**

A. HOURS

COUNTY agrees to provide law enforcement protection for the term of this agreement as follows:

- 1.1 A maximum of 40 hours per week for the period beginning at midnight on November 1 and ending at midnight on April 30th each year this agreement is in effect.
- 1.2 A maximum of 80 hours per week for the period beginning at midnight on April 30th and ending at midnight on November 1 each year this agreement is in effect.

B. RATE OF COMPENSATION

MUNICIPALITY agrees to compensate COUNTY at the rate of \$49.97 per hour for the services provided pursuant to this Agreement.

C. SPECIAL PATROL AREAS

[TAYLORS FALLS] The COUNTY shall provide patrol services to Interstate State Park, private campgrounds, North Lions Park, South Lions Park, foot patrol of the downtown business district, vacation house checks as requested and community events.

D. OFFICE SPACE

The COUNTY shall lease from the MUNICIPALITY for the term of this agreement approximately 168 square feet for office space at the annual rate of \$17.90 per square foot (\$3,007.20) in the Taylors Falls Municipal Building located at 637 First Street, Taylors Falls, MN and 608 square feet for garage space at the annual rate of \$7.59 per square foot (\$4,614.72) at the Taylors Falls Municipal Building located at 637 First Street, Taylors Falls, MN.

E. DESIGNATED OFFICER-IN-CHARGE

[TAYLORS FALLS] The COUNTY shall designate an officer-in-charge of the Taylors Falls station to maintain communication with the MUNICIPALITY, to receive complaints of service, and coordinate assignment of officers.



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Room 172
Center City, MN 55012-9663

Phone: 651-213-8830 • FAX: 651-213-8876

Bruce Messelt
County Administrator

Commissioners:
District 1
Lora Walker
District 2
Rick Greene
District 3
George McMahon
District 4
Ben Montzka
District 5
Mike Robinson

Commissioner Greene offered the following resolution and moved its adoption:

**RESOLUTION NO. 11/1207-6
AUTHORIZING EXECUTION OF A LAW ENFORCEMENT CONTRACT
BETWEEN THE CHISAGO COUNTY SHERIFF'S DEPARTMENT
AND THE CITY OF TAYLORS FALLS**

BE IT RESOLVED, that Chisago County will enter into an agreement with the City of Taylors Falls for Law Enforcement Services, effective January 1, 2012 through December 31, 2013.

BE IT FURTHER RESOLVED, that the County Sheriff and the Chair of the Chisago County Board of Commissioners are hereby authorized to execute such agreement on behalf of Chisago County, while attested by the Clerk of the Board.

Commissioner Montzka seconded the resolution and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: McMahon, Walker, Greene, Montzka, Robinson

OPPOSED: None

Whereupon the resolution was declared duly **passed** and **adopted**.

Approved: December 7, 2011

Lora Walker, Chair

Attest:
DeAnna M. Lillenthal
Clerk, County Board