

County Clerk’s Office

January 21, 2014

The meeting of the Kewaunee County Board of Supervisors was called to order by Chairman Robert A. Weidner at 6:03 PM.

The Pledge of Allegiance was recited.

Roll Call: Supervisors Abrahamson, Barlow, Cravillion, Dax, Delebreaux, Garfinkel, Heidmann, Heuer, Hutter, Kirchman, Koenig, Mayer, Paider, Paplham, Reckelberg, Shillin, Sinkula, Swoboda, Wagner and Weidner (20) were present.

Supervisors Mayer moved and Paplham seconded to approve the County Board amended agenda, leaving off the Resolution Approving County Fish and Game Project – Boat Landing Park Amenities. Motion carried.

**APPOINTMENT**

Honorable Members of the Kewaunee County Board

Pursuant to Wis. Stats. 59.54 (8), I hereby make the following appointments to the “Local Emergency Planning Committee.”

CLASSIFICATION	TERM
	9-12-12 to 09-12-14
Elected Local Official (group 1)	Kaye Shillin Chuck Hutter Jeff Vollenweider
Law (group 2)	Matt Joski John Massart
Emergency Management (group 2)	Lori Hucek Tracy Nollenberg
Fire (group 2)	Greg Hlinak
Transportation (group 2)	Dale Jandrain
Environmental (group 2)	David Allen
Community Groups (group 4)	Jack Novak – Rotary Club Joy Krieger - Chamber
Print Media (group 3)	Greg Mariucci
Facility Operators (group 5)	Green Bay Water Utility – Tom Landwehr Luxemburg Water Utility – Rick Simonar Algoma Utility – Richard Riederer Agropur Inc – Ted Winkelman Kewaunee Power Station- Ted Maloney Kewaunee Water Utility – Charles Petersen Kewaunee Water Utility – Matt Murphy
Public Health	Mary Halada

Respectfully submitted,  
Robert Weidner  
Kewaunee County Board Chairman

Supervisors Paplham moved and Heidmann seconded for confirmation of the above appointment. Motion carried.

**APPOINTMENT**

Honorable Members of the Kewaunee County Board:

Pursuant to the provisions of Wisconsin Statute 46.27(4), I hereby make the following appointment to the Long Term Support Planning Committee subject to County Board approval.

Term: January 1, 2014 – December 31, 2016

Frail Elder	Barb Benzshawel, 1137 Sun Terrace Street, Luxemburg, WI 54217 Betty Urban, 625 4 <sup>th</sup> Street, Kewaunee, WI 54216
Physical Disability	Laurie Bouche, E2120 County Road X, Casco, WI 54205
Developmental Disability	Ted Eveler, E6185 11 <sup>th</sup> Road, Algoma, WI 54201
Chronic Mental Illness	Paulette Surk, N5639 Adams Street, Luxemburg, WI 54217
Chemical Dependence	Ted Eveler, E6185 11 <sup>th</sup> Road, Algoma, WI 54201
County Health Department	Mary Halada, Kewaunee County
Social Services	Monica Jacobson, Kewaunee County
Community Department	Deb Hakari, Kewaunee County
Commission on Aging	Rose Quinlan, N4404 Lakeshore Drive, Kewaunee, WI 54216
Human Services	Rose Sheehy, Kewaunee County
Nursing Home	Mike Rabas, 937 Jefferson Place, Sturgeon Bay, WI 54235 Sara Gouth, 1405 Fremont Street, Algoma, WI 54201
Dementia Target Group	Alisha Andrews, Manitowoc County
Chairperson	Lloyd Drossart, N6104 County C, Casco, WI 54205
Community Member	Shirley Kirchman, 512 Mill Street, Algoma, WI 54201

Respectfully submitted,  
Edward J. Dorner  
Kewaunee County Administrator

Supervisors Barlow moved and Wagner seconded for confirmation of the above appointment. Motion carried.

**Committee Reports:**

- Highway/Solid Waste Committee - Supervisor Heidmann
- Supervisor Heidmann thanked the highway workers for being under staffed and still doing a great job.
- Personnel, Advisory & Legislative Committee – Supervisor Weidner
- Health, Vets and Child Support Committee – No Meeting
- University Extension & Zoning Committee - Supervisor Mayer
- Land & Water Conservation Committee – Supervisor Paplham
- Law Enforcement & Emergency Management Committee – No Meeting
- Finance & Public Property Committee - Supervisor Wagner
- Human Services Committee – Supervisor Sinkula
- Promotion & Recreation Committee – No Meeting
- Bay-Lake Regional Planning – Supervisor Wagner
- Revolving Loan Fund Committee – No Meeting
- Nuclear Task Force – Supervisor Mayer

**Communications:**

Resolutions from other counties

**Citizens Input:**

Matt Joski spoke regarding Salary Schedule II in support of his staff receiving wage increases  
Jill Jorgensen spoke regarding the 4-H Centennial

**Consideration of Bills for January:**

Supervisors Hutter moved and Koenig seconded for approval of the bills. Motion carried.

**RESOLUTION NO. 43-1-14****A RESOLUTION TO ADJUST THE KEWAUNEE COUNTY SHERIFF'S DEPARTMENT CIVIL PROCESS FEES****TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, The Law Enforcement/Emergency Management Committee of the Kewaunee County Board of Supervisors has considered and hereby recommends adjusting the schedule of civil process fees charged by the Kewaunee County Sheriff's Department as follows:

**Service Fees:** (Pre-payment of service fees is required.)

\$75.00 service fee per request/location.

(Previous \$60)

\$25.00 fee per additional person/business/entity served at same location.

(Previous \$15)

**Sheriff's Sale Fees:** (All fees must be pre-paid.)

\$75.00 for posting notices.

(No Change)

\$75.00 for conducting Sheriff's sale.

(No Change)

**Officer Standby:** (if necessary)

\$75.00 per hour

(Previous \$60)

**NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly assembled this 21st day of January 2014, that the Board adopts the proposed civil process fee schedule.

**BE IT FURTHER RESOLVED**, the revised fee schedule is effective February 1, 2014.

Respectfully submitted,

Law Enforcement/Emergency Management Committee

CHARLES HUTTER, LARRY KIRCHMAN, LEVERLE KOENIG, DAVID MAYER

Supervisors Mayer moved and Koenig seconded for adoption. Roll call vote: 20 ayes, 0 nays. Motion carried.

**RESOLUTION NO. 44-1-14****A RESOLUTION APPROVING THE CDGB HOUSING PROGRAM  
MULTI-JURISDICTIONAL CONTRACT****TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, on August 21, 2012 the Board passed a resolution approving the establishment of the Northeast Wisconsin Housing Consortium; and

**WHEREAS**, The Human Services Committee has reviewed and hereby recommends that the Kewaunee County Board of Supervisors approve the Community Development Block Grant-Housing Program Multi-Jurisdictional Contract and authorize the County Administrator to execute the same on behalf of Kewaunee County; and

**WHEREAS**, The Human Services Committee recommends that the Human Services Director be designated as the contract representative to receive any and all official notices delivered under the contract, or any amendment, addendum or exhibit thereto.

**NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors, duly assembled this 21st day of January 2014, that Board approves the Community Development Block Grant-Housing Program Multi-Jurisdictional Contract and authorizes the County Administrator to execute the same on behalf of Kewaunee County; and

**BE IT FURTHER RESOLVED**, the Kewaunee County Director of Human Services is hereby designated to act as Contract Representative for Kewaunee County.

Respectfully submitted,

Human Services Committee

JAMES ABRAHAMSON, DONALD DELEBREAU, LEVERLE KOENIG, KAYE SHILLIN, LINDA SINKULA, JANICE SWOBODA

**COMMUNITY DEVELOPMENT BLOCK GRANT-HOUSING PROGRAM MULTI-JURISDICTIONAL CONTRACT**

This Community Development Block Grant ("CDBG") – Housing Program Multi-Jurisdictional Contract ("Contract") is being entered into pursuant to Wis. Stats., § 66.0301 and Title I of the Housing and Community Development Act of 1974, as amended ("HCDA") by and among the counties of Brown, Calumet, Door, Fond du Lac, Kewaunee, Manitowoc, Marinette, Outagamie, Sheboygan and Winnebago (collectively "County" or "Counties"), all of whom are political subdivisions of the State of Wisconsin, organized and existing under the state Constitution and Wis. Stats., Chapter 59, to form a multi-jurisdictional region hereinafter referred to as the Northeastern Wisconsin CDBG Housing Region ("Region") for purposes of

implementing and delivering services within the Region under the "state-administered program" component of the HCDA ("Program"), which permits states to distribute CDBG funds to non-entitlement communities pursuant to 24 CFR Part 570(I).

#### RECITALS

**WHEREAS**, per Wis. Stats., § 16.309 and the rules promulgated thereunder, the Wisconsin Department of Administration - Division of Housing ("WDOA") is changing its method of distributing the non-entitlement CDBG funds, allotted it under the Program, from a WDOA-administered Program to a county-administered Program; and

**WHEREAS**, to facilitate this change, the WDOA is requiring Wisconsin counties, wishing to hereinafter participate in the Program, to organize, through Resolution and subsequent entry of a multi-jurisdictional contract, into 6-8 multi-county regions, each with a designated county to assume the role of Lead County under separate contract with the WDOA ("Grant Contract"); and

**WHEREAS**, in accordance therewith, the Board of Supervisors/Chief Elected Official of the Counties, wishing to participate in the Program through Region membership, passed Resolutions authorizing their respective County to enter into this Contract and name Brown County as the Region's Lead County, with Brown County accepting said nomination, subject to the conditions set forth herein, per its "Resolution Establishing the Northeastern Wisconsin Housing Consortium" approved by the Brown County Board of Supervisors on or around July 23, 2012; and

**WHEREAS**, by entering into this Contract, the Counties understand and agree that Brown County will act as the Region's CDBG applicant for funding through the WDOA and will assume all obligations applicable to it as Lead County, including, in partnership with the WDOA, assuring compliance with all governing laws/regulations; the Grant Contract, to be entered into between Brown County and the WDOA; the Northeastern WI Region CDBG Housing Rehabilitation Policy and Procedures Manual dated October of 2013; and the most recent edition of the CDBG – Small Cities Housing Implementation Handbook ("Handbook") as posted on the WDOA website; and

**WHEREAS**, the WDOA anticipates that the Region's average annual CDBG award will equal around \$2,290,000.00, with approximately 13% being allocated to Brown County for the administrative expenses it incurs in fulfilling its obligations as Lead County, the role of which Brown County will relinquish in the event that the administrative expenses exceed said allocation; and

**WHEREAS**, it is the intent of the Counties hereto that this Contract shall not be interpreted to deprive any municipality served by the Region of any power, zoning authority, development control or other lawful authority which it presently possesses.

**NOW, THEREFORE**, in consideration of the mutual covenants of the Counties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Counties agree as follows:

#### I. DEFINITIONS

1. CDBG: means community development block grant.
2. Income: means all income sources from all members of the household who are at least 18 years of age, including but not limited to all items further set forth in Section IV(B) of the Northeastern WI Region CDBG Housing Rehabilitation Policy and Procedures Manual dated October of 2013, a copy of which is attached hereto and incorporated herein by reference ("Manual").
3. Low – and Moderate – Income ("LMI"): means a family or household annual income less than the Section 8 Low Income Limit, generally 80% of the area median income, as established by the U.S. Department of Housing and Urban Development ("HUD"). For the "state-administered program," referred to throughout this Contract as the Program and defined more fully below, the 80% limit is calculated as 80% of the non-metro statewide median or the county median, whichever is greater.
4. Program: means the state-administered component to the HCDA's Community Block Grant - Housing Program under which HUD provides CDBG funds to the State of Wisconsin for purposes of distributing to the Region's non-entitlement Counties in a manner consistent with Section 106 of the HCDA, 24 CFR part 570(I), and any other statutory/administrative rules promulgated thereunder.
5. Covered Persons: means any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.

#### II. GENERAL TERMS AND CONDITIONS

##### A. CONTRACT TERM

This Contract shall be effective for the period from February 1, 2013, through December 31, 2014 ("Term"). Unless terminated in accordance with Section VIII below, this Contract shall automatically renew for additional two-year Terms commensurate with the Lead County's regional application period and/or applicable grant cycle and contingent upon execution and/or renewal of the Grant Contract as more fully described under Subsection C hereof.

##### B. CONTRACT REPRESENTATIVES

Prior to or simultaneous with the execution of this Contract, each of the Counties shall designate an individual on the attached Exhibit A, which is incorporated herein by reference, to act as their official contract representative ("Contract Representative") to do the following, absent any compensation from the Region or Lead County unless specifically allotted herein:

1. Accept, on behalf of his or her respective County, any and all official notices delivered under this Contract or any amendments, addendums or exhibits thereto;
2. Unless said Contract Representative, other than the Lead County's Contract Representative, designates another representative from his or her respective County for purposes of the same, serve as a member of the Region's multi-jurisdictional housing committee, described more fully in Section V of this Contract, to represent their County's interest in the application of CDBG funding, especially with respect to its LMI population, by approving local policies, resolving complaints and/or disputes within the Program, and making emergency loan awards, consistent with the Program's objectives as more fully set forth in the Manual, the HCDA, 24 CFR Part 570(I) and any other regulations or policies promulgated thereunder (collectively referred to herein as the "Governing Law");
3. With respect to the Contract Representative for the Lead County, serve as the Chair of the Region's multi-jurisdictional housing committee during all of its meetings and/or activities and as more fully set forth in Section V of this Contract;
4. When necessary, assist the Lead County in choosing whether to continue to administer the Program in-house; employ a non-profit or for-profit agency to administer the Program; or administer the Program using some combination thereof; and

5. Assist the Lead County by receiving applications from each of their respective Counties, prioritizing applications from each of their respective Counties, publicizing the Program within each of their respective Counties, and participating in any other activity under the Program on behalf of each of their respective Counties, all in a manner consistent with Governing Law.

Except for eligible administrative or personnel costs, the general rule is that no Covered Persons, including Contract Representatives or their designees, who exercise or have exercised any functions or responsibilities with respect to the Program or who are in a position to participate in a decision-making process or gain inside information with regard to any activities thereunder, may obtain a financial interest or benefit from a Program activity, or have an interest or benefit from the Program activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Any exception hereto must be obtained in accordance with Governing Law, including 24 CFR Part 570 and Section IVD of the Manual, but under no circumstances will the Chief Elected Officer of Brown County or any successor Lead County qualify for an exception hereunder.

Any County hereto may replace a Contract Representative upon written notice to all other Counties to this Contract, along with an amendment to Exhibit A.

C. GRANT CONTRACT AS A CONDITION PRECEDENT

Performance under this Contract is expressly conditioned upon the Lead County entering into the Grant Contract that is attached hereto as Exhibit B and incorporated herein by reference with the WDOA, the condition of which shall apply to any and all renewal Term(s) in the same manner as currently applies. If the Lead County decides not to execute the Grant Contract, it shall notify all Counties of the same as soon as practicable.

The Counties understand and agree that the Lead County is hereby delegated the responsibility to enter into the Grant Contract on behalf of the Region and that no other County shall be authorized to enter into the Grant Contract on its behalf. By executing the Grant Contract, the Lead County assumes the responsibility of adhering to the terms thereof, a condition precedent to receiving CDBG funding on behalf of the Region, but reserves the right to seek all relief afforded it under this Contract, as well as Governing Law, for any claims and/or causes of action, whether with or without merit, raised against the Lead County for breaches of the Grant Contract caused, directly or indirectly, by any of the other Counties' breaches or failures hereunder.

The Counties further understand and agree that participation in the Program, including participation as Lead County, is voluntary. In the event the incumbent Lead County resigns, the resignation of which shall comply with Section III(B) of this Contract, the Region shall work with the WDOA in identifying another County within the Region to assume the role of Lead County under this Contract and of Grantee under the Grant Contract.

This Contract shall be interpreted in a manner consistent with the Grant Contract and, in the event of a conflict between the terms of the Grant Contract and this Contract, the terms of the Grant Contract shall control; provided, they are not inconsistent with Governing Law.

**III. DESIGNATION OF LEAD COUNTY**

A. APPOINTMENT OF LEAD COUNTY

The Counties expressly understand and agree that no more than one Program administrator shall operate within the boundaries of the Region and, in designating a Lead County for the Region, the Counties further understand and agree that the Lead County will assume the role of the Region's Program administrator or, alternatively, employ an individual or entity to assume said role.

The Counties hereby designate Brown County and Brown County hereby accepts said designation as Lead County of the Region. Brown County's acceptance is and shall continue to be conditioned on the approximate 13% allocation from the annual CDBG award covering the yearly administrative expenses incurred by Brown County in fulfilling its obligations as Lead County, the role of which Brown County will resign from, per Subsection (B) hereof, if and when the actual administrative expenses exceed the allocation.

B. RESIGNATION OR REMOVAL AS LEAD COUNTY

1. Resignation. The Lead County may resign as Lead County by providing the other Counties and the DOA with sixty (60) days advance written notice, the resignation of which shall become effective upon expiration thereof. Unless specifically stated otherwise within the written notice, the Lead County's resignation hereunder shall not constitute a withdrawal from its membership in the Region nor shall it adversely affect its eligibility for or participation in the Program.
2. Removal. The Lead County may be removed as Lead County by the DOA in accordance with the Grant Contract. Unless otherwise provided in the Grant Contract, removal of the Lead County shall be effective upon the appointment of a new Lead County, per this Subsection B, and shall not constitute a withdrawal of its membership in the Region nor shall it adversely affect its eligibility for or participation in the Program, unless the grounds for removal also constitute grounds for its withdrawal or adverse action.
3. In the event of a resignation or removal of the Lead County, a new Lead County shall be appointed by a 3/4ths vote of the Counties, contingent upon the County's acceptance of said appointment and its eligibility to participate in the Program per Governing Law.

C. DUTIES OF LEAD COUNTY

As Lead County, Brown County and its successors shall be the only County that is authorized to act on the Region's behalf with respect to the Grant Contract or dealings between the Region and the WDOA, and is responsible for handling, in partnership with the WDOA, all administrative aspects of the Program, including the responsibility to:

1. Complete and submit the CDBG Housing Grant Application in accordance with the Manual and Governing Law, including that it expressly identify the Region's priority needs and designate the Region's method of distributing CDBG award funds throughout the Region;
2. Serve as the Region's signatory on the Grant Contract, all renewals and/or amendments thereto and any other documentation legally binding on the Region. Further, to serve as the Region's contact under the Grant Contract;
3. Retain, for a minimum of three (3) years beyond that which is required by the HCDA, written records of CDBG activities, including the minutes of the meetings of the multi-jurisdictional housing committee, established under Section V of this Contract; loan applicants/applications, beneficiaries of CDBG funding and other necessary documents associated therewith; and all individual project files, including final inspection checklists relating thereto, so long as maintained as confidential files in accordance with the Manual and Governing Law. At a minimum and subject to the above, the Lead County must maintain sufficient records to demonstrate

the level of public benefit, based on the standards set forth under Governing Law, that is actually achieved upon completion of the Program activities and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated;

4. Serve as the fiscal agent, responsible, to the extent of the Grant Contract and so long as consistent with Governing Law, to the WDOA for purposes of:
  - a. Providing documentation/accounting of all CDBG draws and repayments associated with the Region's Program administration in a manner consistent with the audit and reporting requirements set forth in the Grant Contract and, absent language to the contrary in the Grant Contract, managing the repayment of CDBG loans under a revolving loan fund that shall be used to continue funding similar types of Program activities so long as consistent with Section IX of the Manual; and
  - b. Bearing the responsibility for the billing, payment and collection of funds associated with this Contract and/or the Grant Contract in a manner consistent therewith, which includes assuring that no work undertaken, whether complete or incomplete, no materials ordered, and no contracts entered into prior to the approval of the loan application by Lead County in accordance with the Manual will be eligible for payment with CDBG funds; and that only activities described in the Grant Contract may be funded through the Program, but that CDBG funds may not be used to pay for the same rehabilitation work twice unless expressly provided otherwise herein or pursuant to the Grant Contract, Manual, Handbook and/or Governing Law;
  - c. Managing and contracting for CDBG funded projects and activities; verifying applicant eligibility for Program participation and/or funding; and exercising oversight, all in accordance with this Contract, the Grant Contract, the Manual, the Handbook and/or Governing Law. The Lead County shall further conduct all procurement transactions, contracting and subcontracting in a manner consistent with the Manual; provided, its procurement provisions are consistent with the Grant Contract, the Handbook and Governing Law; Facilitating the Region's Program policy development and oversight in conjunction with the multi-jurisdictional committee, established pursuant to Section V of this Contract.
5. Participate, in conjunction with the other Counties, in fulfilling the duties applicable to all Counties under this Contract, the Manual, the Handbook and Governing Law;
6. The Lead County may administer the Program in-house; hire a third-party administrator, whether non-profit or for-profit; or implement some combination thereof. Pursuant to the Manual, the Lead County shall administer the Program in-house; however, if the Lead County exercises its option to hire a third-party administrator, it shall be in accordance with the procurement provisions of 24 CFR Part 570 and the Grant Contract. Only trained parties may administer the Program and the WDOA shall provide said training, as well as ongoing technical assistance related thereto, to the Lead County or its third-party hire.
7. Ensure the Region's compliance with the Grant Contract and, in partnership with the WDOA, as further provided herein, all Governing Law, including but not limited to, Wisconsin's Open Meetings and Open Records Law; Section 10(b) of the National Historic Preservation Act of 1966 and Executive Order 11593; 24 CFR 42 and related portions of Wis. Stats., Chapter 32; the conflict of interest provisions of 24CFR Part 570.489(h), as well as Wis. Stats., §§ 946.12-946.13 and 19.59; Section 8 Housing Quality Standards, whenever possible; Wisconsin's lead-based paint regulations; applicable housing codes, including that CDBG funds may not be used for rehabilitation work on properties in a floodplain unless the municipality participates in the National Flood Insurance Program; stated and federal asbestos removal requirements; Wisconsin's Right to Cure Law; Davis Beacon; URA; NEPA; the Civil Rights Act; and the Fair Housing Act.

#### **IV. DUTIES OF ALL COUNTIES PARTICIPATING IN THE REGION**

In addition to any other duties and/or responsibilities set forth in this Contract, the Manual, the Handbook and Governing Law, each County shall be responsible for the following:

1. Disseminating Program information to their citizens, receiving applications from their citizens and prioritizing applications from their citizens
2. Providing access to CDBG information/Program applications, via electronic and paper media, within their Counties during regularly scheduled business hours;
3. Complying with all the Program application requirements necessary to secure Program funding for the Region;
4. Assisting the Lead County with ensuring that the Region meets the service and performance standards set forth in the Manual, Grant Contract and under Governing Law, including maintaining the applicable state licensure and certification applicable to the services covered by this Contract and any addendum thereto; ensuring that all Program activities conducted within their respective Counties are limited to LMI Household beneficiaries; ensuring that their respective Counties qualify as a non-entitlement community under Governing Law, including the duty to notify the Lead County otherwise; and ensuring that all Program activities conducted within their respective Counties are eligible activities under the Manual, the Handbook and Governing Law.
5. Cooperating with the Lead County in all environmental assessments within their respective Counties, including assessing whether their County's applicants qualify as a participant in the National Flood Insurance Program and assisting in any mitigation requirements or other conditions necessary to obtain the Lead County's approval of Program applications within their boundaries.

#### **V. NORTHEASTERN WISCONSIN HOUSING COMMITTEE**

The Region hereby creates a multi-jurisdictional committee hereinafter referred to as the Northeastern Region CDBG Housing Committee ("Committee") made up of the Contract Representatives, or their designees, from each participating County. The Contract Representative from the Lead County shall chair all Committee meetings, the meetings of which shall be held in accordance with Section II of the Manual and pursuant to Wisconsin's Open Meetings and Open Records Laws. The Committee shall meet in accordance with Wisconsin's Public Meetings Law, on an as-needed basis, but no less than once per year.

The Committee has adopted policies relating to the conduct of the meetings and the administration of the Program in a manual referred to throughout this Contract as the Northeastern WI Region CDBG Housing Policy and Procedures Manual or "Manual," a copy of which is attached hereto and incorporated herein by reference, which should govern the Committee's activities so long as consistent with the Grant Contract, Handbook and Governing Law. In the absence of a policy governing a Committee meeting activity or procedure, Robert's Rules of Order, most recent edition, shall apply unless prohibited by the Grant Contract, Handbook or Governing Law.

The Lead County may seek guidance from the Committee on matters of fiscal or programmatic significance to the Region. The Committee shall make recommendations to the Lead County, but shall have no power to modify the terms or conditions of this Contract, including any addendum

thereto, nor shall the Committee, with the exception of the duties subject to approval hereunder, including the duty, as more fully outlined in the Manual, to:

1. Approve the Region's method of distributing its CDBG funding;
2. Approve the Region's Manual based on the sample provided by the WDOH and in accordance with Governing Law, as well as the relevant portions of the Manual governing amendments/modifications in the event of an amendment/modification thereto; and
3. Approve the Region's appeal process and hear appeals relating to Program application denials pursuant to Section V of the Manual.

#### **VI. CONTRACT AND ADDENDA**

- A. This Contract and any addendum shall be construed consistent with the laws of the State of Wisconsin without regard to the law of conflicts of law.
- B. This Contract and its provisions cannot be amended, modified, supplemented or waived in any way except in writing signed by all Counties. Any addendum may be amended as specifically provided in the addendum.
- C. In the event of a conflict between the terms of this Contract and the terms of an addendum, the terms of this Contract shall prevail. In all other instances, this Contract shall be construed consistent with the terms of the Grant Contract per Section II(C) of this Contract.

#### **VII. INDEMNITY AND INSURANCE**

To manage the Lead County's, as well as the Region's, exposure in the event of misused CDBG funds, the following guidelines shall apply to the Counties:

1. That Program activities be administered throughout the Region prudently to minimize liability, including but not limited to, the requirement that all contractors who provide services purchased with CDBG funding be required to maintain general liability, workers compensation, and automobile (if automobiles are used in providing said services) insurance policies in an amount of at least \$1,000,000. Said contractors may also be required to provide fidelity insurance and/or bonding in such amounts deemed necessary by the Lead County to protect the Region and individual Counties. Contracts for service delivery shall further require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability;
2. That the Counties each be required to maintain errors and omissions insurance, fidelity insurance/bonding, general liability insurance, workers compensation insurance and automobile insurance to the extent deemed necessary and in the amounts to be determined by the Lead County. Such insurance shall name the Committee and each County as additional insureds thereunder;
3. That each County be required to indemnify, defend and hold harmless the Lead County and all other Counties, their officers, employees, agents, and volunteers from and against any and all claims, demands, suits, payments, damages, losses, costs and/or expenses, including attorney fees, which a County or Counties, including the Lead County, its officers, employees, agents, and volunteers may sustain, incur, or be required to pay by reason of the indemnifying County's or Counties' provision of services under the Program or breach of this Contract.
4. The Lead County shall indemnify the other Counties, their officers, employees, agents, and volunteers against any and all loss, damages, and costs or expenses, including attorney fees, which a County or Counties, its officers, employees, agents, and volunteers may sustain, incur, or be required to pay by reason of the Lead County's administration of the Program in violation of this Contract or the Grant Contract, so long as traced solely to the Lead County's administration and not caused or contributed to by one or more of the Counties' provision of services, the latter of which would require indemnification in accordance with Subsection 3, above, and/or apportionment based on the County's or Counties' respective culpability as more fully set forth in Subsection 5, below.
5. In the event of misuse of CDBG funds and after every possible method to reduce liability is exhausted, any remaining liability, as determined by a majority vote of the Committee, unless based on the particular facts, the liabilities of each County, its employees, agents, officers and/or representatives for the particular funds at issue can be apportioned in a more equitable manner, shall be apportioned among the Counties in proportion to their respective populations in accordance with the results of the decennial census. In the event that the Committee is unable to make said determination, the WDOA, if able, shall determine the Counties' respective liabilities.

#### **VIII. CIVIL RIGHTS COMPLIANCE/ASSURANCES**

The Counties shall comply with all state and federal requirements related to civil rights compliance.

#### **IX. TERMINATION OF CONTRACT AND DISSOLUTION OF REGION**

A participating County may terminate this Contract by delivering written notice to the other participating Counties and the WDOA by Certified Mail, Return Receipt Requested, not less than sixty (60) days prior to termination. The date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. The termination shall be effective as of December 31 in the year in which this Contract, or any renewed Term, expires unless the notice is delivered less than 60 days prior to the expiration date of this Contract, or any renewed Term, in which case the effective date shall be the expiration date of the following Contract or renewed Term. The County terminating its participation shall refund to the WDOA within forty-five (45) days of the effective date of notice of termination any payment received by said County which exceeds actual costs incurred in carrying out the project as of the date of termination.

A County's termination shall not affect the duties and obligations of the Counties that do not terminate. Provisions of this Contract intended as continuing obligations shall survive notice of termination or termination. The Counties understand and agree that any and all sums appropriated to the Region are Region funds and may not be transferred by a County to another Region.

The Counties may, by 2/3 vote of all Counties participating in the Region as evidenced by Resolution of a County's Board of Supervisors, vote to dissolve the Region provided that the vote to dissolve must take place on or before August 15 in the year in which the dissolution occurs and the dissolution will be effective as of December 31 of that year. If dissolution is ordered, the Lead County shall be responsible for all administrative tasks reasonably associated with winding up the Region's affairs. All of the Counties shall be bound by the terms and conditions of this Contract until such time as the Region's affairs are wound up.

#### **X. RECORDS**

As further set forth in the Manual, the Lead County shall maintain CDBG Program records and financial statements as required by state and federal laws, rules, and regulations, as well as the Grant Contract. The Lead County bears legal and fiscal responsibility for housing said records and financial statements of all other participating Counties, subject to Section VII of this Contract and any other applicable provision set forth herein.

**XI. DEBARMENT AND SUSPENSION**

Each County certifies through signing this Contract that neither the County nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the County shall notify the Lead County within five (5) business days in writing if the County or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

**XII. CONDITIONS OF THE PARTIES OBLIGATIONS**

- A. This Contract is contingent upon authorization of Wisconsin and United States Laws. Any material amendment or repeal of the same affecting relevant funding or authority of the Wisconsin Department of Administration in relation to the Grant Contract shall serve to terminate this Contract, except as further agreed to by the Counties hereto.
- B. Nothing contained in this Contract shall be construed to supersede the lawful powers or duties of the Counties.
- C. Except for those matters incorporated herein by reference and any addenda, it is understood and agreed that the entire Contract between the Counties is contained herein and that this Contract supersedes all oral agreements and negotiations between the Counties relating to the subject matter thereof.
- D. Nothing in this Contract shall create a partnership or joint venture between the Counties. An employee of a County shall not be considered an employee, agent or volunteer of the Lead County or any other County.

**XIII. SIGNATURES**

IN WITNESS WHEREOF, the Counties enter into this Contract as of the date indicated below.

COUNTY: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Name and Title (typed): \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT A**

**NORTHEASTERN WISCONSIN CDBG HOUSING REGION - CONTRACT REPRESENTATIVES**

The following individuals are hereby designated as the Contract Representatives for the identified County. These individuals will accept any and all official notices delivered under this Contract, or any amendment, addendum or exhibit thereto.

Brown County – Ms./Mr. \_\_\_\_\_  
 Official Street Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Manitowoc County – Ms./Mr. \_\_\_\_\_  
 Official Street Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Calumet County – Ms./Mr. \_\_\_\_\_  
 Official Street Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Marinette County – Ms./Mr. \_\_\_\_\_  
 Official Street Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Door County – Ms./Mr. \_\_\_\_\_  
 Official Street Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Outagamie County – Ms./Mr. \_\_\_\_\_  
 Official Street Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Fond du Lac County – Ms./Mr. \_\_\_\_\_  
 Official Street Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Sheboygan County – Ms./Mr. \_\_\_\_\_  
 Official Street Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Kewaunee County – Ms./Mr. \_\_\_\_\_  
 Official Street Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Winnebago County – Ms./Mr. \_\_\_\_\_  
 Official Street Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

The aforementioned Contract Representatives may be replaced upon written notice to all other Counties to this Contract.

**EXHIBIT B**

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING PROGRAM MULTI-JURISDICTIONAL CONTRACT ADDENDUM**

**GRANT CONTRACT**

Supervisors Sinkula moved and Delebreaux seconded for adoption. Roll call vote: 20 ayes, 0 nays. Motion carried.

**RESOLUTION NO. 45-1-14**

**SALARY SCHEDULE II**

**TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, the Personnel, Advisory and Legislative Committee has considered and hereby recommends approving Salary Schedule II attached hereto.

**NOW THEREFORE, BE IT RESOLVED** by the Kewaunee County Board of Supervisors duly assembled this 21<sup>st</sup> day of January 2014, that the following salaries affecting appointive employees in the services of Kewaunee County shall be the annual amounts payable for the year commencing January 1, 2014, and such payments shall be made in accordance with the

usual procedures; and that the revised Salary Schedule II attached hereto shall be the actual annual compensation effective as of January 1, 2014, and shall remain in effect until December 31, 2014, superseding such Salary Schedule II now in effect.

FISCAL IMPACT STATEMENT:  
Increases to wage totaling:  
\$21,442.00

Respectfully submitted,

Personnel, Advisory and Legislative Committee

JAMES BARLOW, BRUCE HEIDMANN, CHARLES HUTTER, DAVID MAYER, BRIAN PAPHAM, KAYE SHILLIN, LINDA SINKULA, CHARLES WAGNER, ROBERT WEIDNER

**Kewaunee County  
Salary Schedule II**

CLASSIFICATIONS	1/1/2014
Executive Assistant - Administration	\$48,403
Highway Commissioner	\$71,854
Highway Patrol Superintendent	\$63,793
Highway Shop Superintendent	\$61,855
Highway Office Manager	\$47,733
Zoning Administrator	\$62,515
County Conservationist – Department Head	\$58,756
Conservationist/Soils Specialist	\$46,947
Conservationist/Water Quality Specialist	\$45,606
Veteran's Service Officer	\$51,065
Family Court Commissioner (part-time)	\$31,195
Corporation Counsel (part-time)	\$46,264
Confidential Secretary/Victim Witness Secretary	\$19.16/hour
Child Support Coordinator	\$49,082
Maintenance Manager	\$49,566
Emergency Management Director	\$49,857
Public Health Director	\$68,185
Bio-Terrorism Coordinator (part-time)	\$21.23/hour
County Physician (part-time)	\$4,000
Human Services Director	\$80,000
Children and Families Manager	\$64,150
Developmental Disabilities Coordinator/Counselor	\$64,150
Behavioral Health Services Manager	\$64,150
Long Term Support Manager	\$64,150
Chief Deputy	\$68,815
Lieutenant	\$65,755
Head Cook	\$14.78/hour
Jail Cook	\$14.23/hour
I.S. Director/Technician	\$75,759
Promotions & Recreation Director	\$59,869
Register in Probate	\$46,163
Land Information Director	\$60,000

Supervisors Heidmann made a motion to change the amounts to amend Salary Schedule II that was handed out and Heuer seconded the motion.

Roll call vote: 7 ayes (Cravillion, Delebrea, Heidmann, Heuer, Kirchman, Reckelberg, Sinkula), 13 nays (Abrahamson, Barlow, Dax, Garfinkel, Hutter, Koenig, Mayer, Paider, Papham, Shillin, Swoboda, Wagner, Weidner). Motion Failed.

Supervisor Heuer motioned to table the resolution and bring it back to the committee for reconsideration and justification. Supervisor Kirchman seconded the motion.

Supervisors Wagner asked if that motion was debatable and it was according to Corp Counsel, Supervisor Barlow opposed tabling the resolution, Koenig asked who voted against Salary Schedule II at the committee, Swoboda asked if everyone knows responsibilities of all the individuals on the Salary Schedule II, Wagner clarified motion – it should be a motion to refer not motion to table.

Supervisor Heuer amended his motion, instead of motioning to table the resolution, he motioned to refer it back to the committee with justification.

Roll call vote: 8 ayes (Cravillion, Delebreaux, Heidmann, Heuer, Kirchman, Paider, Reckelberg, Sinkula), 12 nays (Abrahamson, Barlow, Dax, Garfinkel, Hutter, Koenig, Mayer, Paplham, Shillin, Swoboda, Wagner, Weidner). Motion Failed.

Chairman Weidner stated to go back to vote on the original Salary Schedule II as presented.

Supervisors Swoboda moved and Abrahamson seconded for adoption. Roll call vote: 14 ayes (Abrahamson, Barlow, Dax, Garfinkel, Heidmann, Hutter, Koenig, Mayer, Paider, Paplham, Reckelberg, Swoboda, Wagner, Weidner), 6 nays (Cravillion, Delebreaux, Heuer, Kirchman, Shillin, Sinkula). Motion Carried.

Supervisors Wagner moved and Reckelberg seconded that the April County Board Meeting will be held on April 15, 2014 at 6:00 p.m. Motion carried.

Supervisors Mayer moved and Swoboda seconded to adjourn. Motion carried.

Board adjourned at 7:21 PM.

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Robert A. Weidner, Kewaunee County Board Chairman

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Jamie Annoye, Kewaunee County Clerk

CERTIFICATION

STATE OF WISCONSIN:

SS

COUNTY OF KEWAUNEE:

I, Jamie Annoye, County Clerk in and for Kewaunee County, Wisconsin do hereby certify that the following is a true and correct copy of the minutes of the meeting of the Kewaunee County Board of Supervisors held in regular Board Chambers at the Administration Center in Kewaunee on January 21, 2014.

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Jamie Annoye, Kewaunee County Clerk