

County Clerk's Office

October 15, 2013

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, Delebrea, Garfinkel, Heidmann, Heuer, Kirchman, Koenig, Mayer, Paider, Reckelberg, Shillin, Sinkula, Swoboda, Wagner and Weidner (18) were present. Supervisor Hutter and Paplham (2) were excused.

Supervisors Mayer moved and Heidmann seconded to approve the County Board agenda. Motion carried.

Chairman Weidner asked for a moment of silence in honor of Sara Malay, Aging Program Supervisor.

#### **ANNUAL REPORT**

Kewaunee County Family Court Commissioner – William Wolske  
 Kewaunee County Veterans Service Office – Joe Aulik  
 Kewaunee County Human Services – Greg Thousand  
 Kewaunee County Highway Department – Dale Jandrain

#### **REPORT**

Kewaunee County Administrator – Edward J. Dorner

#### **Committee Reports:**

Highway/Solid Waste Committee - Supervisor Heidmann  
 Personnel, Advisory & Legislative Committee – Supervisor Wagner  
 Health, Vets and Child Support Committee – None  
 University Extension & Zoning Committee - Supervisor Mayer  
 Land & Water Conservation Committee – None  
 Law Enforcement & Emergency Management Committee – None  
 Finance & Public Property Committee - Supervisor Wagner  
 Human Services Committee – Supervisor Sinkula  
 Promotion & Recreation Committee - Supervisor Barlow  
 Bay-Lake Regional Planning – Supervisor Wagner  
 Revolving Loan Fund Committee – None

#### **Communications:**

Supervisors Garfinkel and Heuer are checking into a resolution regarding library items.

#### **Citizens Input:**

Bill Iwen spoke opposing Pagel's Resolution  
 Dick Swanson spoke opposing Pagel's Resolution  
 Joe Luft spoke in support of exploring land use practices effective in preventing groundwater contamination in shallow karst aquifers  
 Christopher McGovern spoke opposed to Pagel's Resolution and water quality

#### **Consideration of Bills for October:**

UNIVERSITY EXTENSION & ZONING ACCOUNTS  
 ACCOUNT TOTAL: \$4,424.73  
 LAND & WATER CONSERVATION ACCOUNTS  
 ACCOUNT TOTAL: \$6,944.47  
 FINANCE & PUBLIC PROPERTY ACCOUNTS  
 ACCOUNT TOTAL: \$535,704.51  
 HEALTH, VETS & CHILD SUPPORT ACCOUNTS  
 ACCOUNT TOTAL: \$2,164.74  
 LAW ENFORCEMENT & EMERGENCY MANAGEMENT ACCOUNTS  
 ACCOUNT TOTAL: \$121,931.97  
 PROMOTION & RECREATION ACCOUNTS  
 ACCOUNT TOTAL: \$122,434.80  
 HUMAN SERVICES ACCOUNTS  
 ACCOUNT TOTAL: \$511,857.19  
 HIGHWAY/SOLID WASTE MANAGEMENT ACCOUNTS  
 ACCOUNT TOTAL: \$630,529.61

Supervisors Heidmann moved and Swoboda seconded for approval of the bills. Motion carried.

The Board recessed at 7:28 PM and reconvened at 7:37 PM.

**RESOLUTION NO. 16-10-13****A RESOLUTION AUTHORIZING NEW FAMILY CARE TO ENTER INTO A CONTRACT WITH THE DEPARTMENT OF HEALTH SERVICES****TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, On August 24, 2010, the Kewaunee County Board of Supervisors adopted an enabling resolution under § 46.2895 Wis. Stats. authorizing creation of a Northeast Wisconsin Long Term Care District which encompasses Brown, Door, Kewaunee, Marinette, Menominee, Oconto and Shawano Counties (individually "a County" and collectively "the Counties"). Each of the other Counties did likewise.

**WHEREAS**, In October, 2010, the Counties formed Northeast Wisconsin Family Care (NEW Family Care) as a Long Term Care District in accordance with and pursuant to § 46.2895, Wis. Stats.

**WHEREAS**, It was anticipated that each of the Counties would need to adopt a second resolution, to authorize: the continuation of NEW Family Care; *and* 2) NEW Family Care to apply to the Wisconsin Department of Health Services ("DHS") for a contract to operate a multi-county care management organization (CMO) to provide Family Care benefits and services to the region comprising the Counties; all in accordance with and pursuant to Ch. 46, Wis. Stats.

**WHEREAS**, Recently, representatives of NEW Family Care and representatives of DHS have met and discussed the possibility of NEW Family Care applying for a contract to operate a multi-county CMO to provide Family Care benefits and services, as well as the continuation of the grant funding that DHS previously authorized for NEW Family Care in relation to NEW Family Care's start-up.

**WHEREAS**, DHS has indicated an intent to continue the NEW Family Care grant funding to allow NEW Family Care to position itself to be successful in its bid to operate a multi-county CMO to provide Family Care benefits and services.

**WHEREAS**, DHS has indicated that it may release the official request for proposals, related to the contract to provide the family care services and benefits, as early as late 2013 or early 2014.

**WHEREAS**, It is the County's clear preference and desire that DHS award the contract, to operate a multi-county CMO to provide Family Care benefits and services, to NEW Family Care. This will ensure that the Counties comprising the NEW Family Care region have a voice in the governance of the entity that will be providing Family Care benefits and services.

**WHEREAS**, Funding and risk sharing are significant issues to the County. The County has, and continues to, expressly conditioned its continued participation here on its contribution being limited to no more than is set forth in to § 46.281(4), Wis. Stats.

**NOW, THEREFORE, BE IT RESOLVED** by the Kewaunee County Board of Supervisors, duly assembled this 15<sup>th</sup> day of October 2013, that any conditions associated with this Resolution are hereby determined to have been satisfied.

**BE IT FURTHER RESOLVED**, That NEW Family Care is hereby authorized to continue as a going concern *and* apply to the DHS for a contract to operate a multi-county CMO to provide Family Care benefits and services to the region comprising the Counties in accordance with and pursuant to § 46.284, Wis. Stats.

**BE IT FURTHER RESOLVED**, That a compelling need persists for Family Care benefits and services to be made available within the region that comprises NEW Family Care.

**BE IT FURTHER RESOLVED**, That the primary purpose of NEW Family Care is to operate a CMO under § 46.284, Wis. Stats. to provide Family Care services and benefits.

**BE IT FURTHER RESOLVED**, The current composition of, and method of appointment to, the NEW Family Care District Board is hereby confirmed. Kewaunee County shall retain the authority to appoint one (1) member to the NEW Family Care District Board, which appointment shall occur in a manner consistent with County policy. The NEW Family Care District Board is hereby authorized to establish terms of office for the NEW Family Care District Board members according to its by-laws, policy or resolution and otherwise in accordance with law. The length of terms and method of staggering shall be communicated to the participating counties. The NEW Family Care District Board is further authorized to create additional seats for the Board, and prescribe the method of appointment and term, as the need may arise.

**BE IT FURTHER RESOLVED**, NEW Family Care is hereby authorized to apply for, and enter into, a contract with DHS to operate a multi-county CMO to provide Family Care benefits and services and to otherwise exercise all powers and assume all responsibilities of a long term care district and CMO set forth in Ch. 46. Wis. Stats.

**BE IT FURTHER RESOLVED**, A copy of this resolution will be filed with the Secretaries of the Wisconsin Departments of Administration, Health Services, and Revenue as required under § 46.2895(1)(a)2 Wis. Stats.

Respectfully submitted,  
Human Services Committee

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

Supervisors Abrahamson moved and Swoboda seconded for adoption. Roll call vote: 18 ayes, 0 nays. Motion carried.

**RESOLUTION NO. 17-10-13**

**INITIAL RESOLUTION RELATING TO INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING  
FOR THE BENEFIT OF PAGEL'S PONDEROSA DAIRY, LLC**

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

**WHEREAS, THE COUNTY OF KEWAUNEE, WISCONSIN** (the "Issuer") is a county and a political subdivision of the State of Wisconsin (the "State"), organized and existing under the Constitution and laws of the State, authorized and empowered, among other things, to issue and arrange for the sale of its revenue bonds and to use the proceeds thereof in accordance with the provisions of Section 66.1103 of the Wisconsin Statutes, as amended (the "Act"), (b) to contract with and employ others to provide for and to pay compensation for professional services and other services as the Issuer shall deem necessary for the financing of projects, as defined in the Act, and (c) to pledge the property and revenues of said projects to secure the payment of the principal of, premium, if any, and interest on its revenue bonds; and

**WHEREAS, PAGEL'S PONDEROSA DAIRY, LLC**, a domestic limited liability company, on behalf of itself, its affiliates, nominees or assigns (collectively, the "Borrower"), has requested that the Issuer issue its revenue bonds under the Act, in one or more series, in a maximum aggregate principal amount not to exceed \$4,000,000 (the "Bonds"), and loan the proceeds of the sale thereof to the Borrower to assist the Borrower in financing: (i) a portion of the costs of acquiring, constructing, improving, furnishing, installing and equipping certain solid waste disposal components of a commercial dairy facility owned and operated by the Borrower in the jurisdiction of the Issuer, said facilities to be located on plats of land owned by the Borrower within the County of Kewaunee, Wisconsin and (ii) certain costs of issuance of the Bonds ("collectively, the "Project"); and

**WHEREAS**, it is in the public interest of the Issuer and the State of Wisconsin (the "State"), and within the purposes of the Act, to encourage job creation, reduce unemployment and costs associated therewith to the citizens of the Issuer and the State, promote economic development within the Issuer and the State, and to preserve and enhance the tax base of the Issuer and State through such actions; and

**WHEREAS**, pursuant to Section 142(a)(6) of Internal Revenue Code of 1986, as amended (the "Code"), interest on those bonds of the Issuer which support projects such as the Project may, assuming compliance with the Code and regulations promulgated thereunder, be exempt from income tax thereunder; and

**WHEREAS**, the Issuer is giving preliminary consideration to the issuance of the Bonds, the proceeds of which will be loaned to the Borrower, pursuant to a revenue agreement to be entered into between the Issuer and the Borrower, to assist the Borrower in the financing of the acquisition, construction, furnishing and equipping of the Project, which the Borrower estimates will, within three years of commencement of operations, create up to 3 new jobs and retain 75 existing jobs within three years of the Project being placed of service, in the area of the Issuer, and surrounding areas in furtherance of the public purposes of the Act; and

**WHEREAS**, the Issuer shall hereby express its "official intent", within the meaning of the applicable provisions of the Code and any regulations promulgated thereunder, for the purpose of issuing the Bonds in an amount not to exceed \$4,000,000 to assist in the financing of the Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Kewaunee County Board of Supervisors, County of Kewaunee, Wisconsin, duly assembled this 15<sup>th</sup> day of October 2013, as follows:

**Section 1. Findings and Determinations.** The Issuer hereby finds and determines that:

- (i) The County Board of Supervisors is the duly elected governing and legislative body of the County of Kewaunee, Wisconsin;
- (ii) the Project will serve the purposes of the Act by creating new opportunities for employment through creation of up to 3 new jobs, retention of 75 current jobs, and enhancement of the tax base through the capital investment by the Borrower in the community in the amount of the Bonds, as well as other costs of completing the Project, through creation of other business opportunities through the expanded operation of this facility, and that the issuance of the Bonds by the Issuer to pay the costs of the Project will comply with and be in furtherance of the public purposes set forth in the Act;

- (iii) the Borrower is an "eligible participant" for the Bonds within the meaning of the Act;
- (iv) the Project consists of solid waste disposal facilities which qualify as a "project" and an "industrial project" within the meaning Section 2(k)(5) of the Act; and
- (v) at least a portion of the Project is physically located within the geographic jurisdiction of the Issuer within the meaning of Section (3)(f) of the Act.

**Section 2. Preliminary Approval.** The Issuer hereby preliminarily approves the issuance of the Bonds, in one or more series, in an aggregate principal amount not to exceed \$4,000,000, for the purpose of lending the proceeds thereof to the Borrower to assist the Borrower in financing a portion of the Project costs, including, without limitation, reimbursing the Borrower, for any costs arising from and after the sixtieth day before the date of this Resolution.

**Section 3. Conditions for Issuance of Bonds.** Assistance to the Borrower through issuance and sale of the Bonds specifically contemplates and is conditioned upon the following:

- a. The Bonds shall never constitute an indebtedness of the Issuer within the meaning or any constitutional provision of the State or statutory limitation. Nor shall the Bonds ever give rise to any pecuniary liability of the Issuer or a charge against the Issuer's general credit or taxing powers.
- b. The Bonds shall be issued upon satisfaction of the conditions set forth herein and in any resolution or resolutions authorizing issuance and sale of the Bonds.

**Section 4. Request for Allocation.** The Borrower is authorized to file a Request for Allocation of the State ceiling for bonds issued pursuant to Code Section 146 and Section 238.10 of the Wisconsin Statutes, as well as any regulations promulgated under either of the foregoing acts, in an amount which the Borrower represents is sufficient to finance the cost of the Projects which shall not exceed \$4,000,000.

**Section 5. Official Intent.** This Resolution constitutes a declaration of the official intent of the Issuer, within the meaning of U.S. Treasury Regulations Section 1.150-2 and the Code, to permit the Borrower to use proceeds of the Bonds to reimburse itself for certain acquisition, construction, equipping, planning, design, legal or other costs and expenses originally paid by the Borrower in connection with the Project with funds other than proceeds of the bonds prior to the issuance of the Bonds (the "Advanced Funds").

All of the expenditures initially to be made with the Advanced Funds and then to be reimbursed by the Borrower from proceeds of the Bonds will be for costs of a type properly chargeable to the capital account of the Project under general income tax principles, or costs of issuing the Bonds. Other than any preliminary expenditures for architectural, engineering, surveying, soil testing, costs of issuing the Bonds or similar purposes that may have been paid more than sixty days prior to the date of this Resolution, no expenditures to be reimbursed have been paid more than sixty days earlier than the date of this Resolution.

**Section 6. Designation of Bond Counsel and Placement Agent.** At the request of Borrower, Peter Miller LLC, Cincinnati, Ohio, is hereby designated as Bond Counsel in connection with the authorization, issuance and sale of the Bonds, and at the request of Borrower, W.R. Taylor & Company, LLC is hereby designated as Underwriter or Placement Agent, as the case may be, in connection with the authorization, issuance and placement of the Bonds. The Borrower agrees that it will pay directly or reimburse the Issuer for any legal fees, if any, incurred by the Issuer for services of its counsel or Bond Counsel, any fees, if any, incurred by the Issuer for services of the Underwriter or Placement Agent, as well as all reasonable and necessary out-of-pocket expenses which the Issuer may incur at the Borrower's request arising from the Project or this proposed financing and the performance of Issuer of its obligations pursuant to the Project.

**Section 7. Execution of Documents; Further Actions.** Appropriate officials and/or staff of the Issuer are hereby authorized and directed to execute any document and/or take any actions necessary or appropriate in connection with this Resolution.

**Section 8. Bond Counsel Fees.** A good faith estimate of the legal fees to be paid from the sale proceeds of the Bonds have been sent to the County Clerk and the Wisconsin Economic Development Corporation and are on file therewith.

**Section 9. Severability.** If any section, paragraph, clause, or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

**Section 10. Publication.** At the direction of Bond Counsel, the County Clerk will cause notice of the adoption of this Initial Resolution to be published one time in the official newspaper of the Issuer, such notice to be in substantially the form attached hereto as **Exhibit A**. Within twenty (20) days following such publication, the County Clerk or designee thereof shall send a certified copy of this Initial Resolution, together with a statement as to the date and place of publication of the notice of adoption hereof, to the Secretary of the Wisconsin Economic Development Corporation. This Resolution shall constitute the "initial resolution" referred to in the Act.

**Section 11. Public Inspection.** The County Clerk is directed to make this Resolution reasonably available for public inspection by placing it on file in the main administrative office of the Issuer until the date of closing and delivery of the Bonds.

**Section 12. Effect of Resolution.** This Resolution does not constitute a binding obligation of the Issuer to issue the Project bonds, but is a commitment to proceed with negotiations for the Project financing with the Borrower and is subject to the adoption of a bond resolution or ordinance in accordance with law.

**Section 13. Effectiveness.** This Resolution shall be effective immediately upon its adoption.

Respectfully Submitted,  
Finance and Public Property Committee  
JAMES ABRAHAMSON, JAMES BARLOW, BRIAN DAX, CHARLES HUTTER, CHARLES WAGNER

Adopted:

Attest:

\_\_\_\_\_  
Robert A. Weidner, Chairman  
County Board of Supervisors  
Kewaunee County, Wisconsin

\_\_\_\_\_  
Jamie Annoye, County Clerk

**EXHIBIT A**

**NOTICE TO THE ELECTORS OF THE COUNTY OF KEWAUNEE, WISCONSIN OF ADOPTION OF AN INITIAL RESOLUTION**

NOTICE IS HEREBY GIVEN to the electors of the County of Kewaunee, Wisconsin, and to all other persons interested that the County Board of Supervisors, County of Kewaunee, Wisconsin (the "Issuer"), did on October 15, 2013, at a regular meeting held in the County Administration Center, adopt an Initial Resolution declaring its intention to issue revenue bonds in one or more series, for an industrial project, pursuant to Wisconsin Statutes Section 66.1103, as amended (the "Act"). If issued, the sale proceeds of the Issuer's revenue bonds, in one or more series, in the maximum aggregate principal amount of not to exceed \$4,000,000 (the "Bonds") will be loaned to Pagel's Ponderosa Dairy, LLC, a domestic limited liability corporation, its affiliates, nominees or assigns (collectively, the "Borrower") to assist the Borrower in financing certain costs of: (i) acquiring, constructing, improving, furnishing, installing and equipping certain solid waste disposal components of a commercial dairy facility owned and operated by the Borrower in the jurisdiction of the Issuer, said facilities to be located on a plat or plats of land owned by the Borrower within the County of Kewaunee, Wisconsin and (ii) certain costs of issuance of the Bonds ("collectively, the "Project"), which Project will be owned and operated by the Borrower. If completed, the Project is expected to create up to 3 new jobs, eliminate 0 jobs and retain 75 jobs, within the first three years of operation.

THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, NOR SHALL THE BONDS GIVE RISE TO ANY PECUNIARY LIABILITY OF THE ISSUER WHATEVER, NOR BE A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE ISSUER. RATHER, THE BONDS SHALL BE PAYABLE SOLELY FROM THE REVENUES OF THE PROJECT AND OTHER AMOUNTS TO BE DERIVED PURSUANT TO THE REVENUE AGREEMENT RELATING TO SAID PROJECT BY AND BETWEEN THE ISSUER AND THE BORROWER WHICH AGREEMENT SHALL BE ENTERED INTO PRIOR TO ISSUANCE OF ANY PROJECT BONDS.

The resolution is available for public inspection at the office of the County Clerk, during business hours, for a period of thirty (30) days next following publication of this Notice.

TAKE FURTHER NOTICE THAT THE ELECTORS OF THE COUNTY OF KEWAUNEE, WISCONSIN MAY PETITION FOR A REFERENDUM ON THE QUESTION OF ISSUING SAID BONDS.

Wisconsin Statutes Section 66.1103(10)(d) provides:

The governing body may issue bonds under this section without submitting the proposition to the electors of the municipality for approval unless within 30 days from the date of publication of notice of adoption of the initial resolution for such bonds, a petition, conforming to the requirements of S. 8.40, signed by not less than 5% of the registered electors of the municipality, or, if there is no registration of electors in the municipality, by 10% of the number of electors of the municipality voting for the office of governor at the last general election as deterred under S. 115.01(13), is filed with the clerk of the municipality and as provided in S. 8.37 requesting a referendum upon the question of the issuance of the bonds. If such a petition is filed, the bonds shall not be issued until approved by a majority of the electors of the municipality voting thereon at a general or special election.

Date: \_\_\_\_\_  
Jamie Annoye  
County Clerk  
County of Kewaunee, Wisconsin

Supervisors Wagner moved and Paider seconded for adoption. Roll call vote: 17 ayes, 1 naye (Supervisor Swoboda). Motion carried.

**RESOLUTION NO. 18-10-13****A RESOLUTION CONSTITUTING A WAIVER UNDER SECTION 66.1103 (11)(b)2 OF THE WISCONSIN STATUTES RELATING TO INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING FOR THE BENEFIT OF PAGEL'S PONDEROSA DAIRY, LLC****TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:**

**WHEREAS, THE COUNTY OF KEWAUNEE, WISCONSIN** (the "Issuer") has previously expressed its official intent to assist PAGEL'S PONDEROSA DAIRY, LLC, a domestic limited liability company, its affiliates, nominees or assigns (collectively, the "Company") through the issuance of its revenue bonds, pursuant to Section 66.1103 of the Wisconsin Statutes, as amended (the "Act"), in a principal amount of not to exceed \$4,000,000 (the "Bonds"), the sale proceeds of the Bonds to be loaned to the Company to assist in financing: (i) a portion of the costs of acquiring, constructing, improving, furnishing, installing and equipping certain solid waste disposal components of a commercial dairy facility owned and operated by the Company in the jurisdiction of the Issuer, said facilities to be located on a plat or plats of land owned by the Company within the County of Kewaunee, Wisconsin and (ii) certain costs of issuance of the Bonds (collectively, the "Project"), by adopting an initial resolution in support of the Project; and

**WHEREAS**, if issued, the Bonds do not constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation, and do not constitute or give rise to a charge against the Issuer's general credit or taxing powers or create a pecuniary liability of the Issuer; and

**WHEREAS**, at the time of issuance of any Project bonds, the Company will enter into a revenue agreement within the meaning of the Act with the Issuer whereby the Company promises to pay all costs of the Project as loan payments under said agreement; and

**WHEREAS**, the Company will undertake to complete and pay for the Project, to pay the portions of the construction costs of the Project that are not financed with proceeds of the Bonds from other resources of the Company, to pay all outstanding principal, premium, if any, and interest on the Bonds as the same shall become due, and upon completion of construction to own and operate the Project at its sole expense; and

**WHEREAS**, the Company has expressed its satisfaction with its ability to successfully negotiate and contract for the goods and services necessary to complete the Project and has requested that the Issuer waive any and all competitive bidding and contracting requirements of Section (11)(b)1 of the Act; and

**WHEREAS**, Section (11)(b)2 of the Act authorizes the governing body of an issuer of bonds to waive the competitive bidding and contracting requirements of Section (11)(b)1 of the Act with respect to a particular project by adopting a resolution stating the reasons for the waiver and describing the Project, and by publishing said resolution as a class 1 notice under ch. 985 of the Wisconsin Statutes, as amended, in the official newspaper of the Issuer.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of Supervisors, County of Kewaunee, Wisconsin, duly assembled this 15<sup>th</sup> day of October 2013, as follows:

**Section 1. Findings and Determinations.** It is hereby found and determined by this governing body of the County of Kewaunee, Wisconsin, pursuant to the authority granted to it under Section (11)(b)2 of the Act, and upon the request of the Company, that any and all of the competitive bidding and contracting requirements found in Section (11)(b)1 of the Act should be and are hereby waived with respect to the Project. In the context of public works projects, the contracting requirements of the Act protect the public through the preservation of public monies spent in construction of projects. With respect to the Project, however, no public monies are to be spent in its completion and the Issuer shall not be subject to any pecuniary liability whatever. Instead, it is solely the responsibility of the Company to design, arrange for and otherwise complete the Project, to pay directly all costs of the Project that are not financed with Bond proceeds, and to repay the total outstanding principal of the Bonds, and accrued interest thereon as the same shall become due. The Company has represented that it is satisfied with its ability to successfully negotiate and contract for the goods and services necessary to complete the Project. Furthermore, upon completion of the Project, the Company, and not the Issuer, shall own and bear the costs of operation of the Project. For these reasons, the purposes of the Act are not served by imposition of its contracting requirements and, there being no prejudice to the public interest, the Issuer does hereby waive the provisions of Section (11)(b)1. of the Act with respect to the Project.

**Section 2. Publication.** The Issuer's Clerk is hereby directed to cause a copy of this Resolution to be published as a class 1 notice in the official newspaper of the Issuer pursuant to ch. 985 of the Wisconsin Statutes, as amended.

**Section 3. Effectiveness.** This Resolution shall be effective immediately upon its adoption.

Respectfully Submitted,  
Finance and Public Property Committee  
JAMES ABRAHAMSON, JAMES BARLOW, BRIAN DAX, CHARLES HUTTER, CHARLES WAGNER

Adopted:

Attest:

\_\_\_\_\_  
Robert A. Weidner, Chairman  
County Board of Supervisors  
Kewaunee County, Wisconsin

\_\_\_\_\_  
Jamie Annoye, County Clerk

Supervisors Heuer moved and Abrahamson seconded for adoption. Roll call vote: 17 ayes, 1 naye (Supervisor Swoboda). Motion carried.

**RESOLUTION NO. 19-10-13**

**A RESOLUTION IN SUPPORT OF EXPLORING LAND USE PRACTICES EFFECTIVE IN PREVENTING GROUNDWATER CONTAMINATION IN SHALLOW KARST AQUIFERS**

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

**WHEREAS**, citizens, tourists and businesses draw almost 100% of the water used for human consumption from Kewaunee County’s underlying fractured carbonate limestone bedrock aquifer, classified as a “Karst” aquifer, expecting this resource to be safe for human consumption; and

**WHEREAS**, soil is known to have a varying ability to filter, or “attenuate”, groundwater contaminants as they percolate down through the soil by various physical, chemical and biological processes, with the overall attenuation capacity of soil known to be greatly dependent upon the depth, or thickness of soil above Karst aquifers; and

**WHEREAS**, Karst aquifers are known to be composed of highly soluble, enlarged, interconnected fractures that function as quick and efficient conduits for the flow of groundwater and contaminants, offering very little, if any, contaminant attenuation; and

**WHEREAS**, land use practices above shallow soil depth Karst aquifers (including land application of wastes) are known to provide contaminants (including nitrogen, bacteria, and other substances capable of causing serious illness to humans) that infiltrate into and percolate down through the soil into the groundwater during the process of groundwater recharge; and

**WHEREAS**, one of the primary responsibilities of government is to act in a manner that protects the health and welfare of its citizens.

**NOW, THEREFORE, BE IT RESOLVED** by the Kewaunee County Board of Supervisors duly assembled this 15<sup>th</sup> day of October, 2013, that the Board supports the Land & Water Conservation Department’s effort to seek input from, and gather together thoughts and opinions of a group of professionals having a sound working knowledge of the hydrogeology, groundwater quality monitoring, and Karst geology, as witnessed in Kewaunee County, regarding effective land use practices that can adequately prevent contaminants from entering groundwater used for human consumption in shallow Karst aquifers.

Respectfully submitted,  
Land & Water Conservation Committee  
BRIAN PAPHAM, BOB GARFINKEL, RONALD PAIDER, CHARLES WAGNER

Supervisors Kirchman moved and Paider seconded for adoption. Roll call vote: 18 ayes, 0 naves. Motion carried.

**RESOLUTION NO. 20-10-13**

**A RESOLUTION GRANTING THE PETITION FOR BRIDGE AID – TOWN OF RED RIVER**

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

**WHEREAS**, the Town Board of the Town of Red River has petitioned the Kewaunee County Highway Commissioner for bridge aid to repair or construct the culvert near Dart’s Pit located in Section(s)32,33 in the Town of Red River pursuant to §82.08, Wisconsin Statutes; and

**WHEREAS**, Section 82.08(3), Wisconsin Statutes, provides the Town and the County shall each pay one-half of the cost of construction or repair of a bridge; and

**WHEREAS**, the cost of said bridge construction and/or repairs is estimated at \$4,300; and

**WHEREAS**, the Town of Red River hereby petitions the Honorable Kewaunee County Board of Supervisors to raise \$2,150.00 to cover the County's share of said cost of the bridge construction and/or repairs.

**NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors, duly assembled this 15th day of October, 2013, that the Board hereby approves the petition of the Town of Red River and agrees to contribute the sum of \$2,150.00 representing the County's share of the costs to construct and/or repair the aforementioned bridge.

**BE IT FURTHER RESOLVED**, the \$2,150.00 shall be paid from the 2013 County Aid Bridge Fund.

FISCAL IMPACT STATEMENT:  
\$2,150.00 from County Aid  
Bridge Fund in 2013

Respectfully Submitted,  
Highway and Solid Waste Committee  
BRIAN DAX, BRUCE HEIDMANN, LARRY KIRCHMAN, BRIAN PAPLHAM, LINDA SINKULA

Supervisors Sinkula moved and Reckelberg seconded for adoption. Roll call vote: 18 ayes, 0 nays. Motion carried.

**RESOLUTION NO. 21-10-13**

**PURCHASE HIGHWAY EQUIPMENT**

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

**WHEREAS**, The Finance and Public Property Committee considered and hereby recommends the purchase of the following equipment, subject to County Board approval:

From: E.H. Wolf & Sons, Inc.  
414 Kettle Moraine Drive  
Slinger, WI 53086

Fuel Guard – automated fuel management system **\$42,700.00**

Includes all necessary components, software, parts and installation of the Fuel Guard automated fuel management system at the Main Shop, Stangelville, Hillside and Algoma.

**NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly assembled this 15th day of October 2013, that the Board approves the purchase of the Fuel Guard automated fuel management system; and

**BE IT FURTHER RESOLVED**, this purchase will be made from the Highway Roads and Bridges Fund.

FISCAL IMPACT STATEMENT:  
\$42,700.00

Respectfully Submitted,  
Finance and Public Property Committee  
JAMES ABRAHAMSON, JAMES BARLOW, BRIAN DAX, CHARLES HUTTER, CHARLES WAGNER

Supervisors Heidmann moved and Delebreaux seconded for adoption. Roll call vote: 18 ayes, 0 nays. Motion carried.

**RESOLUTION NO. 22-10-13**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF ALGOMA**

**Police Management Contract – City of Algoma Police Department**

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

**WHEREAS**, a city and county may enter into contracts with each other under the authority of Wis. Stat. § 66.0301 for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law and each municipality may act under the contract to the extent of its lawful powers and duties; and

**WHEREAS**, Wis. Stat. §62.13(2g) allows a city and county to enter into a contract for police protective services; and

**WHEREAS**, the City of Algoma is in need of police management services to oversee the operations of the City of Algoma police department; and

**WHEREAS**, the Personnel, Advisory and Legislative Committee has considered and hereby recommends approving the Intergovernmental Cooperation Agreement attached hereto and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly assembled this 15<sup>th</sup> day of October 2013, that the Board endorses the idea of providing police management services to the City of Algoma and hereby authorizes the County Administrator to sign the Police Management Contract on behalf of Kewaunee County.

FISCAL IMPACT STATEMENT: \$54,000 per year.
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Respectfully submitted,

Personnel, Advisory and Legislative Committee

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

**Intergovernmental Cooperation Agreement  
Police Department Management Contract**

This **AGREEMENT** is entered into between:

Kewaunee County  
810 Lincoln Street  
Kewaunee, WI 54216,  
(With the concurrence and approval of its Sheriff)  
County,

and

City of Algoma  
416 Fremont Street  
Algoma, WI 54201,

City,

**RECITALS**

WHEREAS, this Agreement is an Intergovernmental Cooperation Agreement (hereinafter "Agreement") pursuant to Wis. Stat. §66.0301; and

WHEREAS, this project and cooperative action between County and City will assist each in the furnishing of services and exercise of their powers and duties under the law; and

WHEREAS, Wis. Stat. §62.13(2g) allows a city and county to enter into a contract for police protective services; and

WHEREAS, City is in need of police management services to oversee the operations of the police department of City; and

WHEREAS, County is ready, willing and able to perform police management services; and

WHEREAS, the incumbent Sheriff of Kewaunee County has approved this Agreement. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**TERMS AND CONDITIONS**

1. This Agreement is effective November 1, 2013 and terminates October 31, 2014. Either party may terminate this agreement upon 90 days prior written notice during the first six months of this Agreement. Either party may terminate this Agreement upon 30 days prior written notice after the first six months of this Agreement.
2. Subject to the oversight of the Mayor, County will have the following authority and duties with regard to the City of Algoma Police Department:
  - a. Supervising the daily operation of the police department.
  - b. Supervising all police department personnel including all part-time, reserve or temporary police officers.
  - c. Preparing and submitting the police department budget under the timelines and procedures specified by City.
  - d. Submitting reports of activities pertaining to the police department and any matter covered by this Agreement at intervals and in such form as the City may require.
  - e. Authorizing budgeted departmental expenditures in the manner proscribed by City policies and procedures.

- f. Accounting for all property in the custody of the police department including the receipt of funds.
  - g. Having charge of all police department equipment and motor vehicles, and arrange for their proper maintenance, repair and storage.
  - h. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the police department, subject to the review and approval of the Mayor and Common Council.
  - i. Developing and administering training programs for police department personnel in accordance with budgeted allocations.
  - j. Maintaining the discipline of police department personnel including designating a managerial (Sheriff or Chief Deputy) County law enforcement officer to receive and administer Step 1 of the grievance procedure in the Labor Agreement between City and the regular police officers employed by the City of Algoma. The Parties also expressly acknowledge the continued application of Wis. Stat. §62.13 to disciplinary matters involving suspension, termination and demotion.
  - k. Issuing orders, rules, regulations, policies and procedures of the department.
  - l. Assigning shifts and duties of all police department personnel in accordance with the Labor Agreement.
  - m. Having a representative available to City Police Officers at all times, twenty-four hours a day and seven days a week, for direction and consultation.
  - n. Having a representative available for City meetings or hearings.
  - o. Communicating with the public and media on matters related to public safety, police operations and departmental policy.
  - p. Performing such other and further police management related activities as required by City.
3. The Sheriff shall have the sole authority to exercise discretion to schedule and direct County law enforcement staff who may provide services on behalf of the County under this Agreement.
  4. City will pay County as compensation for its services the sum of fifty-four thousand and no/100 dollars (\$54,000.00) in four installments. The first installment of \$1.00 is due on or before November 1, 2013; the second installment of \$26,999.00 is due on or before February 1, 2014; the third installment of \$13,500.00 is due on or before May 1, 2014; and the fourth and final installment of \$13,500.00 is due on or before August 1, 2014.
  5. City will pay or County will retain prorated compensation in the event either party elects to terminate this Agreement prior to expiration.
  6. It is the intent of this Agreement that the City compensate the County for the direct costs of providing police management services to the City as provided in this Agreement. Nothing in this agreement shall or is intended to either expand or contract the County's role in the provision of law enforcement in the City including mutual assistance except for the provisions of managerial services as provided by this Agreement.
  7. City will provide for the entire cost of police department operations in an annual budget. Costs include, but are not limited to, wages, salaries, retirement contributions, worker's compensation, insurance, fringe benefits, building or office space, utilities, taxes, furnishings, equipment, motor vehicles, fuel, weapons, ammunition, uniforms, hardware, software, supplies, maintenance, repairs, storage, incidental supplies and any other product or service necessary to carry out police department operations.
  8. At all times during this agreement, City law enforcement staff shall remain the employees of City. City shall have in place a policy of insurance that covers the liability for City law enforcement staff.
  9. At all times during this agreement County law enforcement staff performing under this agreement shall remain the employees of County. County shall be responsible for wages, salary, retirement contributions, worker's compensation, insurance and other fringe benefits for County law enforcement staff. County shall have in place a policy of insurance that covers the liability for County law enforcement staff performing under this agreement.
  10. Except for County law enforcement staff while actively performing under this Agreement, the provisions of Wis. Stat. §§66.0313 and 66.0513 remain applicable to County law enforcement staff responding to a request for mutual assistance from City.

11. City undertakes and agrees to defend, indemnify and hold harmless County and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by an employee of the City. The provisions of this paragraph survive termination of this Agreement.
12. County undertakes and agrees to defend, indemnify and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by an employee of the County. The provisions of this paragraph survive termination of this Agreement.
13. Nothing in this Agreement will constitute, or be considered, a limitation upon or a waiver of the privileges, immunities, and/or limitations on damages afforded either Party by State law including Wis. Stat. §893.80.
14. The Parties acknowledge the relationship between City and the regular police officers employed by the City of Algoma, excluding managerial and supervisory employees, is governed by a collective bargaining agreement entitled Agreement Between the City of Algoma and the Algoma Police Department Employees Wisconsin Professional Police Association Law Enforcement Employee Relations Division 2013-2014 (the Labor Agreement). Nothing in this Agreement is intended to or shall amend the provisions of and application of the Labor Agreement.
15. The parties recognize that City provides police protection twenty-four hours a day, seven days a week. Nothing in this Agreement shall alter that coverage and County recognizes its responsibility under this Agreement to manage a twenty-four hour a day, seven day a week operation.
16. **Notices.**
  - a. Any notices required or permitted hereunder will be given in writing and will be delivered (a) in person, with proof of service (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices will be addressed as follows:
    - i. FOR THE CITY OF ALGOMA City Administrator  
416 Fremont Street  
Algoma, WI 54201
    - ii. FOR KEWAUNEE COUNTY Kewaunee County Sheriff  
620 Juneau Street  
Kewaunee, WI 54216
    - iii. Either Party may, from time to time, specify in writing to the other Party a different person or address for notice.
  - b. Any notice will be effective only upon delivery.
17. The Parties each agree to exercise good faith, make reasonable efforts, and take whatever cooperative action is necessary to fulfill the intent and purposes of this Agreement.
18. The privileges and/or obligations under this Agreement may not be assigned without the prior written authorization of both Parties.
19. If a dispute between the Parties arises out of or relates to this Agreement and cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute by alternative dispute resolution (e.g. mediation or arbitration) before recourse to a court.
20. Parties irrevocably submit themselves to the original jurisdiction of the Circuit Court, County of Kewaunee, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this Agreement.
21. This Agreement will be subject and subordinate to applicable federal or state laws, codes, regulations, ordinances, rules and orders.
22. If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect, unless a provision which is of the essence to this Agreement be determined void.

- 23. Failure of a Party to insist on strict performance of any of the provisions of this Agreement, or failure to exercise any of a Party's rights hereunder, will not waive such rights.
- 24. This Agreement constitutes the entire Agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both Parties.
- 25. The signatories to this Agreement warrant that they have the full authority to enter into this Agreement and make it binding on the Parties to the Agreement without further action or approval.
- 26. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, and permitted successors and/or assigns.
- 27. Each of the Parties has read and understands the provisions of this Agreement.
- 28. Nothing contained herein will be deemed or construed by the Parties hereto as creating the relationship of principal and agent or partnership between the Parties hereto. In addition, nothing herein will be construed as obligating either Party to the expenditure of funds or for the future payment of money in excess of appropriations authorized by law.
- 29. Each Party represents that it has been represented by legal counsel in connection with this Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of this Agreement, the Parties agree that no presumption will exist or be implied against the Party which drafted such terms and provisions.

ACCEPTED AND AGREED by the parties as follows:

FOR KEWAUNEE COUNTY:

FOR THE CITY OF ALGOMA:

\_\_\_\_\_  
Edward J. Dorner, Administrator  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Wayne R. Schmidt, Mayor  
Dated: \_\_\_\_\_

APPROVAL OF SHERIFF:

\_\_\_\_\_  
Matt Joski, Sheriff  
Dated: \_\_\_\_\_

Supervisor Delebreau made a motion to table the resolution, no one seconded the motion. Motion defeated.

Sheriff Matt Joski addressed the board explaining the sheriff's role in this agreement.

Supervisors Mayer moved and Koenig seconded for adoption. Roll call vote: 15 ayes (Supervisors Abrahamson, Cravillion, Dax, Garfinkel, Heidmann, Heuer, Kirchman, Koenig, Mayer, Paider, Reckelberg, Shillin, Swoboda, Wagner and Weidner), 2 naves (Supervisors Delebreau and Sinkula) and 1 abstained (Supervisor Barlow). Motion carried.

Supervisors Mayer moved and Barlow seconded that the January County Board Meeting will be held on January 21, 2014 at 6:00 p.m. Motion carried.

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

Board adjourned at 8:03 PM.

\_\_\_\_\_  
Robert A. Weidner, Kewaunee County Board Chairman

\_\_\_\_\_  
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 October 15, 2013.

\_\_\_\_\_  
Jamie Annoye, Kewaunee County Clerk