

**APRIL SESSION
KEWAUNEE ADMINISTRATION CENTER
APRIL 21, 2015**

The meeting of the Kewaunee County Board of Supervisors was called to order by the Kewaunee County Chairman, Ron Heuer, on April 21, 2015 at 5:01 PM.

The Pledge of Allegiance was recited, followed by prayer.

Roll Call: Supervisors Benes, Cravillion, Garfinkel, Haske, Heidmann, Heuer, Jahnke, Kirchman, Luft, Mastalir, Paape, Paider, Reckelberg, Romdenne, Shillin, Sinkula, Tebon, Wagner and Weidner (19) were present. Supervisor Pagel (1) was excused.

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

APPOINTMENTS

Local Emergency Planning Committee – Karen Ebert Yancey
Kewaunee County EMS Council – Chris VanErem

Supervisors Weidner moved and Benes seconded for confirmation. Motion carried.

ANNUAL REPORT

Kewaunee County Clerk – Jamie Annoye

REPORT

Kewaunee County Administrator – Scott Feldt

Committee Reports:

Highway/Solid Waste Committee - Supervisor Kirchman
Personnel, Advisory & Legislative Committee – Supervisor Heuer
Health & Vets Committee – Supervisor Shillin
University Extension Committee - Supervisor Romdenne
Land & Water Conservation Committee – Supervisor Pagel was absent, questions referred to Supervisor Paider
Law Enforcement & Emergency Management Committee – Supervisor Weidner
Finance & Public Property Committee - Supervisor Luft
Human Services Committee – Supervisor Sinkula
Promotion & Recreation Committee – Supervisor Heidmann
Groundwater Task Force – Supervisor Luft
Bay-Lake Regional Planning – Supervisor Wagner
Revolving Loan Fund Committee – No Meeting

Citizens Input:

None

First Reading of Ordinance:

None

Consideration of Bills for April:

Supervisors Romdenne moved and Tebon seconded for approval of the bills. Motion carried.

Consideration of Resolutions:

RESOLUTION NO. 1-4-15

A RESOLUTION IN OPPOSITION TO ANY REDUCTION IN THE WISCONSIN FUND GRANT

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, Governor Walker has proposed eliminating the Private On-Site Wastewater Treatment System Grant program in his 2015-2017 proposed state budget; and

WHEREAS, the Private On-Site Wastewater Treatment System Grant program provides grants to lower income property owners to assist with the repair or replacement of failing septic systems; and

WHEREAS, failing septic systems may discharge untreated wastewater into either surface water or groundwater where it can contaminate drinking water supplies and otherwise expose people to disease bearing microorganisms; and

WHEREAS, since its inception in 1978 the Private On-Site Wastewater Treatment System Grant program has assisted over 41,000 Wisconsin residents, including 856 Kewaunee County property owners who have received a total of \$2,679,537.00 in grant awards, with replacing or repairing failing septic systems; and

WHEREAS, forty-six otherwise eligible Kewaunee County property owners that repaired or replaced septic systems in 2014 and anticipated receiving Private On-Site Wastewater Treatment System Grant funds in 2015, would receive no reimbursement from the state; and

WHEREAS, eliminating the Private On-Site Wastewater Treatment System Grant increases the threat to public health and safety and environmental degradation because lower income property owners may not be able to pay for the cost of replacing a failing septic system without financial assistance;

NOW THEREFORE BE IT RESOLVED, by the Kewaunee County Board of Supervisors duly assembled this 21st day of April 2015, that the Board opposes the provision in the 2015-2017 state budget bill eliminating the Private On-Site Wastewater Treatment System Grant program and urges the Wisconsin State Legislature to remove the provision from the state budget; and

BE IT FURTHER RESOLVED, that the County Clerk shall send a copy of this resolution to Governor Walker, the Joint Finance Committee of the Wisconsin Legislature, and the legislators for Kewaunee County.

Respectfully Submitted,
Zoning Committee
GARFINKEL, PAAPE, PAIDER, ROMDENNE

Supervisors Romdenne moved and Luft seconded for adoption. Roll call vote: 19 ayes and 0 naves. Motion carried.

RESOLUTION NO. 2-4-15

RESOLUTION FOR 2011 DELINQUENT REAL ESTATE TAXES

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, there are a number of parcels of land in Kewaunee County on which taxes are delinquent and on which the County holds Tax Certificates and where before anything can be realized on the same it is necessary to secure Tax Deeds thereon:

| <u>Parcel #</u> | <u>Name</u> | <u>Cert #</u> | <u>Tax Amount</u> |
|-------------------------------------|---------------------------------------|---------------|-------------------|
| <u>TOWN OF AHNAPEE</u> | | | |
| 31 002 2.143 | Kruswick Warren & Cecelia | 1 | \$658.78 |
| <u>TOWN OF CARLTON</u> | | | |
| 31 004 29.012 | Riha, Bruce E. | 40 | \$408.26 |
| <u>TOWN OF CASCO</u> | | | |
| 31 006 18.053 | Boulanger, Brendon & DuQuaine, Kerry | 58 | \$862.89 |
| 31 006 15.163 | Gille, Richard J. & Brenda J. | 52 | \$198.26 |
| <u>TOWN OF FRANKLIN</u> | | | |
| 31 008 20.113 | Alsteen, Joyce H. & Menne, William J. | 83 | \$957.80 |
| <u>TOWN OF MONTPELIER</u> | | | |
| 31 014 24.02 | Fields, Mary S. | 133 | \$1,349.34 |
| 31 014 23.053 | Karnopp, Dean E. & Shelley A. | 132 | \$1,648.56 |
| 31 014 24.132 | Miller Jr., Thomas R. | 134 | \$1,033.18 |
| <u>TOWN OF PIERCE</u> | | | |
| 31 016 19.027 | Witcpalek, Heather | 158 | \$885.37 |
| <u>TOWN OF RED RIVER</u> | | | |
| 31 018 SBC 5 | Wuenn, James F. & Linda S. | 178 | \$1,225.43 |
| <u>TOWN OF WEST KEWAUNEE</u> | | | |
| 31 020 2.123 | Berkovitz, Kevin | 179 | \$176.73 |
| 31 020 31.022 | Miller, Thomas R Jr & Jessica A. | 184 | \$1,233.46 |
| <u>CITY OF ALGOMA</u> | | | |
| 31 201 GL4-34 6 | Koboski, Franklin & Susan | 279 | \$2,062.27 |
| 31 201 GL2-34 2.2 | Lawrenz Trust, Lynn C. & Donna Lou | 274 | \$1,977.55 |
| 31 201 GL2-34 2.3 | Lawrenz Trust, Lynn C. & Donna Lou | 275 | \$2,067.02 |
| 31 201 GL2-34 2.4 | Lawrenz Trust, Lynn C. & Donna Lou | 276 | \$2,314.90 |
| 31 201 SW-NW26 33 | Smola, Paul | 254 | \$1,589.27 |
| <u>CITY OF KEWAUNEE</u> | | | |
| 31 241 OTP 18 | Harbour Portfolio VII LP | 283 | \$1,064.75 |
| 31 241 OTP 294 | No. #1 Lumber Company | 300 | \$6,894.73 |
| 31 241 NW19 13-4 | Witcpalek, Bruce | 328 | \$2,193.66 |

WHEREAS, it is necessary to conduct a title search of the foregoing properties in order to proceed with the acquisition of Tax Deeds; and

WHEREAS, bids were received to perform a title search and Title Trends, Inc., submitted the low bid of \$60.00 per parcel.

NOW, THEREFORE BE IT RESOLVED, that the Kewaunee County Board of Supervisors duly assembled this 21st day of April 2015, hereby authorizes, directs, and empowers the County Clerk of Kewaunee County to commence the process of acquiring Tax Deeds on behalf of the County on the property described above; and

BE IT FURTHER RESOLVED, the Board approves Title Trends, Inc., searching the title to each parcel of land above-described and report the ownership of the parcels, and mortgages, if any, to the County Treasurer; and

BE IT FURTHER RESOLVED, Title Trends, Inc., is directed to make a search of all the Owners and Mortgages of record and report OAA Liens, Federal and State Income Tax Liens, Judgments, Mechanics Liens, Small Claims Judgments and Indigent Legal Fees to the County Treasurer.

Respectfully Submitted,
Finance & Public Property Committee
HASKE, LUFT, MASTALIR, ROMDENNE, TEBON

| |
|----------------------------------------------------------|
| FISCAL IMPACT STATEMENT: \$60.00 per parcel searched. |
|----------------------------------------------------------|

Supervisors Mastalir moved and Luft seconded for adoption. Roll call vote: 19 ayes and 0 naves. Motion carried.

RESOLUTION NO. 3-4-15

A RESOLUTION APPROVING GENERAL REFERRAL AGREEMENT WITH RTI DONOR SERVICES, INC.

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, Section 157.06(24m) of the Wisconsin Statutes authorizes the Coroner to enter into general referral agreements with one or more tissue banks to which the Coroner shall refer decedents for potential donation of tissue; and

WHEREAS, Corporation Counsel has reviewed and approved the attached contract with RTI Donor Services, Inc., a Delaware non-profit corporation, whose principal address is 11621 Research Circle, Alachua, Florida; and

WHEREAS, the Finance and Public Property Committee has considered and hereby recommends approving the contract with RTI Donor Services, Inc.

NOW THEREFORE, BE IT RESOLVED, By the Kewaunee County Board of Supervisors, duly assembled this 21st day of April 2015, that the contract with RTI Donor Services, Inc., is approved and the Coroner is authorized to execute the same.

Respectfully Submitted,
Finance & Public Property Committee
HASKE, LUFT, MASTALIR, ROMDENNE, TEBON

TISSUE RECOVERY AGREEMENT

This Tissue Recovery Agreement (“Agreement”), effective this 12th day of March 2015 (“Effective Date”), is by and between **RTI Donor Services, Inc.**, a Delaware non-profit corporation, whose principal address is 11621 Research Circle, Alachua, Florida 32615 (“**RTI-DS**”), and the **Kewaunee County Coroner’s Office**, a Wisconsin state designated law enforcement and investigative agency, whose principal address is 50 Villa Heights Ct., Algoma, WI 54201 (“**County**”) collectively referred to as the “Parties”

WHEREAS, **RTI-DS** recovers human tissue from deceased humans (“Donor Tissue”) to further efforts to promote natural healing and enhance the lives of implant recipients; and

WHEREAS, **County** is in a position to, and desires to, assist **RTI-DS** in the facilitation of the recovery of human donated tissue in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual provisions and covenants contained herein, the Parties hereby agree as follows:

I. Scope of Service. The specific terms of this Agreement, the scope of services contemplated herein, and the reimbursement schedule are attached as **Exhibit A** and incorporated by reference herein.

II. Term and Termination:

2.1 Term. The term of this Agreement shall be for a period of two (2) years commencing on the Effective Date and thereafter may renew for additional one (1) year periods upon the mutual written approval of the parties, unless otherwise terminated as provided herein.

2.2 Termination. This Agreement may be terminated by either Party as follows:

- a. by either Party with or without cause, by delivering thirty (30) calendar days’ advance written notice to the other Party;
- b. immediately by **RTI-DS** due to a failure by **County** to successfully complete the initial qualification process to demonstrate compliance under Section 3.14 of this Agreement or upon subsequent determination by **RTI-DS** that **County** will not or cannot demonstrate compliance under Section 3.14 of this Agreement, provided that **RTI-DS** has provided advance written notice of the non-compliance and **County** fails to cure said non-compliance within five (5) business days of receiving said written notice of non-compliance; or
- c. by either Party immediately upon the insolvency or filing for bankruptcy, or notice of either, by the other Party.

2.3 Effect of Expiration or Termination.

- a. The provisions of Section 2.3, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.15, 3.16, 3.17, 3.18, 3.19, Exhibit A, Section A Subsections 4, 6, 7 & 8) and Exhibit A, Section B, Subsections 4 & 5 shall survive expiration or termination of this Agreement.
- b. Reimbursements or credits owed by either Party to the other Party shall survive termination or expiration of this Agreement.

III. Miscellaneous:

3.1 National Organ Transplant Act. The Parties hereby acknowledge that the National Organ Transplant Act (42 U.S.C. § 274 et seq.), as amended from time to time (“NOTA”), makes it unlawful for “any person to knowingly acquire, receive, or otherwise transfer any human organ for valuable consideration for use in human transplantation...” As used in NOTA, the term “valuable consideration” does not include the “reasonable payments associated with the removal, transportation, implantation, processing, preservation, quality control, and storage of a human organ...” **County** represents and warrants that the Recovery Fees or other consideration paid pursuant to this Agreement are reasonable amounts with respect to **County**’s costs associated with the services (e.g., facility access, support staff, records or other services required for the safe removal of human tissue) provided pursuant to this Agreement.

3.2 Assignment. This Agreement may be assigned by **RTI-DS**. **County** may assign only with mutual written approval. Such approval shall not be unreasonably withheld.

3.3 Relationship. The Parties are independent contractors with respect to one another, and nothing herein shall be deemed to create an agency, joint venture or partner relationship between the Parties hereto.

3.4 Insurance. For the term of this Agreement, **County** and **RTI-DS** will each maintain current and adequate liability insurance appropriate to the risk involved in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or in amounts as governed by law. Evidence of such coverage will be provided upon request. Written notice of any decrease or cancellation of such insurance coverage will be provided to the other Party within thirty (30) calendar days of said event.

3.5 Indemnification. As may be permitted by law, each Party (individually referred to as “Indemnitor”) agrees to indemnify and hold the other Party (“Indemnitee”) and its officers, directors, agents and employees harmless from and against any third party claim (and damages, liability, losses or expenses, including reasonable attorney and legal fees arising from such third party claim), to the extent such third party claim results from, arises out of, or is incurred in connection with this Agreement and is attributable to the Indemnitor’s negligence, willful misconduct, failure to comply with applicable law, or failure to comply with the terms of this Agreement, except that the Indemnitor shall have no obligation to indemnify and hold harmless the Indemnitee from and against such third party claims to the extent such third party claims are attributable to the Indemnitee’s negligence, willful misconduct, failure to comply with applicable law, or failure to comply with the terms of this Agreement. This indemnification section shall survive expiration or termination of this Agreement.

3.6 Entire Agreement; Representation. This Agreement, including exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, understandings and agreements between the Parties concerning the subject matter hereof and shall be binding upon and inure to the benefit of the Parties and their successors and assigns. Each Party has had sufficient opportunity to review, negotiate and, if it so chooses, to seek advice of legal counsel regarding the provisions of this Agreement. Neither Party shall be deemed the drafting Party.

3.7 Amendment. This Agreement may be amended only with written approval of both **County** and **RTI-DS**.

3.8 Governing Laws/Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin, without regard to the conflict of laws provisions thereof. Venue for any action or proceeding arising out of or relating to this Agreement shall be in the state and federal courts having jurisdiction in Kewaunee County, Wisconsin, unless otherwise agreed to by the Parties and each of the Parties consents and voluntarily submits to personal jurisdiction in the State of Wisconsin and in such courts. Nothing herein shall preclude a Party from seeking an injunction or order requiring specific performance from a court of competent jurisdiction.

3.9 Complaints. The Parties agree to cooperate with each other in the resolution of any third party complaints arising out of the provision of services provided herein.

3.10 Attorneys' Fees. Each Party shall be responsible for paying its own attorney fees associated with any dispute under this Agreement.

3.11 Severability of Provisions. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding. In the event a part or provision of this Agreement is held unenforceable or in conflict with the law affecting consideration to either party, the Parties agree to negotiate in good faith an amendment of such part or provision in a manner consistent with the intention of the Parties as expressed in this Agreement.

3.12 Notices. Any notice or other communication required under this Agreement shall be in writing and delivered to the other Party as follows:

County:

Rory Groessler, Coroner
Kewaunee County Coroner's Office
50 Villa Heights Ct.
Algoma, WI 54201

With a copy to:

County Administrator
810 Lincoln Street
Kewaunee, WI 54216

RTI-DS:

Beverly Bliss, V. P.
RTI Donor Services, Inc.
11621 Research Circle
Alachua, FL 32615

With a copy to:

Legal Department
RTI Biologics, Inc.
11621 Research Circle
Alachua, FL 32615

All notices shall be deemed duly served on the date delivered to the other Party at the address stated above, whether in person, transmitted by confirmed facsimile, sent by overnight courier (e.g., FedEx, UPS, DHL), or by United States certified mail, return receipt, postage prepaid.

3.13 No Third Party Beneficiaries. This Agreement shall be construed to be for the benefit of the Parties hereto only and shall confer no right or benefit upon any other person.

3.14 Compliance with Applicable Law and Standards. The Parties herein shall at all times conduct their relationship, and all activities performed under this Agreement, in full compliance with all applicable federal, state and local laws, rules, regulations and guidances including, as applicable, the regulations interpreting the Health Insurance Portability and Accountability Act (45 CFR 164.512(h)), regulations and guidance documents promulgated by the Food and Drug Administration and Centers for Medicare and Medicaid Services. The Parties also agree to comply with any standards of the American Association of Tissue Banks.

3.15 Confidentiality. Except as required by law, absent express, prior written permission by the disclosing party to the receiving party, the Parties to this Agreement, their officers, directors, employees and agents, shall strictly maintain the confidentiality of, and shall not disclose to any third party, any provisions of this Agreement, the personal data of donors, any processes, patent applications, technical, financial and business information, general or otherwise, or any other information of the disclosing party that should be reasonably understood by the receiving party to be confidential given the nature of the information and the circumstances in which it is disclosed. Neither Party shall use the confidential information of the other Party for any purpose other than performing under this Agreement. The Parties to this Agreement shall use their best efforts to assure that all of their directors, officers, employees and agents maintain such confidentiality and adhere to such non-use restriction. This Section shall survive the termination or expiration of this Agreement.

3.16 Trade Name Use. Neither Party shall use, either directly or indirectly, in whole or in part, any trademark, service mark, trade name, corporate name, or other mark, name, title, or term that is now owned, created, used or licensed by the other Party, without prior written consent of the other Party.

3.17 Headings and Captions. Headings and captions used herein are for reference purposes only and shall not be used for purposes of contract interpretation.

3.18 No Waiver. Failure to enforce any term of this Agreement is not a waiver of future enforcement of that or any other term. No term, provision or breach of this Agreement will be deemed waived unless such waiver is in writing and signed by the Party from who such waiver is sought.

3.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which need not contain the signature of more than one Party but all such counterparts taken together shall constitute one and the same agreement. Any Party may enter into this Agreement by executing a counterpart and a delivery of such executed counterpart by facsimile, PDF attachment to an email, or other electronic transmission shall be deemed to constitute delivery of the original counterpart and shall be binding on the executing Party.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the dates written below.

Kewaunee County Coroner's Office

RTI Donor Services, Inc.

By: _____

By: _____

Name: _____

Name: Roger W. Rose

Title: _____

Title: President

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: Beverly Bliss

Title: _____

Title: Vice President

Date: _____

Date: _____

Exhibit A
Scope of Service

A. RTI-DS shall provide:

- 1) maintain twenty-four (24) hour communication lines for notification and technical support.
- 2) upon request, and as mutually agreed, training (screening, consent and recovery) to County's personnel as deemed appropriate to meet the mutual education goals of RTI-DS and County regarding human tissue donation.
- 3) Donor Eligibility Criteria, Standard Operating Procedures and training for recovery of human tissue suitable for transplantation, as deemed appropriate under the provisions of this Agreement.
- 4) human tissue processing associates with tissue processing validated to meet FDA requirements.
- 5) conduct an initial qualification process and subsequent compliance reviews, at County's facilities, including an audit, assessment and follow up for compliance verification of Section 3.14 of this Agreement. Audits shall be scheduled at times and dates as mutually agreed upon with County.
- 6) reimbursement to County preparation in the amount of three hundred dollars (\$300) for administrative fees and donor preparation, and if applicable, up to three hundred dollars (\$300) for transportation services for round trip transport services, per donor.
- 7) reimbursement for American Board of Forensic Toxicology Analysis for the purpose of screening/confirmation/quantification testing, for RTI-DS tissue donors, not to exceed one hundred eighty five dollars (\$185), per donor.
- 8) upon request, pathology reports at no cost to County, on tissue donors from which heart for heart valves has been recovered.
- 9) provide access to RTI-DS' licensing, registration, accreditation and any donor records applicable to this Agreement, appropriate to assure compliance as indicated in Section 3.14 of this Agreement.

B. County shall provide:

- 1) designation of RTI-DS as a receiver of human donor tissue.
- 2) timely notification to RTI-DS of decedents under the jurisdiction of the County to meet the Donor Eligibility Criteria and other requirements for quality control and assurance, as provided from time to time, by RTI-DS.
- 3) access to the County's autopsy facility, including the autopsy suites, intake suite and loading/unloading areas, and other areas as specifically designated by the Coroner.
- 4) access and assistance with obtaining relevant medical records, as requested, for determination of donor suitability.
- 5) assistance with obtaining blood samples utilized for determining donor suitability as described by Donor Eligibility Criteria, as provided from time to time, by RTI-DS.
- 6) representation that for the term of this Agreement, County maintains current licensure/registration with applicable state and federal agencies.
- 7) provide access to County's facilities, licensing, registration, accreditation and any donor records applicable to this Agreement, appropriate to assure compliance as indicated in Section 3.14 of this Agreement.

Supervisors Wagner moved and Heidmann seconded for adoption. Roll call vote: 19 ayes and 0 nays. Motion carried.

Consideration of Ordinances:

None

Communications:

Resolutions from other counties
Farm Technology Days Progress Update – Aericia Bjurstrom
Kewaunee County Events – Rural Safety Days - May 20, 2015
KCEDC Annual Dinner at Rendezvous on April 22, 2015

Supervisors Heidmann moved and Romdenne seconded that the July County Board Meeting will tentatively be held on July 21, 2015 at 6:00 PM dependent on if there are necessary agenda items requiring a meeting. Motion carried.

Supervisors Wagner moved and Tebon seconded to adjourn. Motion carried.

Board adjourned at 6:08 PM.

Ron Heuer, 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 April 21, 2015.

Jamie Annoye, Kewaunee County Clerk

