



Kewaunee County  
PERSONNEL, ADVISORY, AND LEGISLATIVE COMMITTEE MEETING

**AMENDED AGENDA**

Date: Thursday, December 10, 2015 / Time: 10:30 a.m., Conference Room  
Kewaunee County Administration Center, 810 Lincoln Street, Kewaunee, WI 54216

1. Call to Order
2. Roll Call
3. Approve December 10, 2015 Agenda
4. Approve November 19, 2015 Meeting Minutes
5. **Approval for Human Services Transportation Coordinator Position**
6. Review and Approval of Tourism/PIO Job Description
7. Resolution in Support of Marine Sanctuary
8. Discuss with Possible Action Both Consulting Agreement WI Capitol Solutions LLC & PSC Grant
9. Discuss with Possible Action 3 Year Union Agreement for Protected Group
10. WRS Contribution for Command Staff
11. Union Negotiations for Courthouse & Professionals
12. Review and Approve Vehicle Use Policy
13. Other Matters Authorized by Law
14. Next Meeting
15. Adjournment

The Committee welcomes all visitors to listen and observe, but only Committee members and those invited to speak will be permitted to do so. Persons with disabilities needing special accommodations to attend or participate should contact the County Administrator's Office at (920) 388-7164 prior to the meeting so that accommodations may be arranged. A majority of the members of the County Board of Supervisors or any of its committees may be present at this meeting to listen, observe, and participate. If a majority of any such committee is present, their presence constitutes a "meeting" under the Open Meeting Law as interpreted in State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.



## RESOLUTION NO.

### A RESOLUTION IN SUPPORT OF A NATIONAL MARINE SANCTUARY IN WISCONSIN'S MID-LAKE REGION AND POSSIBLE INCLUSION OF KEWAUNEE COUNTY'S COASTAL AREAS

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

1 **WHEREAS**, The natural resources in the Mid-Lake region of Lake Michigan, including the coastal areas  
2 of Kewaunee County, are part of a rich, bio-diverse ecosystem that supports one of the largest spawning  
3 populations of indigenous lake trout and serves as an important flyway for migratory birds that traverse  
4 Canada, the U.S., Central and South America; and  
5

6 **WHEREAS**, the Mid-Lake region of Lake Michigan is comprised of sand beaches, steep bluffs, Niagara  
7 limestone formations, wetlands, prairies, and freshwater sand dunes that support a wide variety of life;  
8 and  
9

10 **WHEREAS**, the Mid-Lake region of Lake Michigan contains an extraordinary collection of nationally  
11 significant shipwrecks including 15 shipwrecks listed on the National Register of Historic Places including  
12 two additional shipwrecks on the National Register of Historic Places in Kewaunee County's coastal  
13 waters (the American and the Daniel Lyons) and more than 30 other documented Kewaunee coastal  
14 shipwrecks in total; and  
15

16 **WHEREAS**, the architectural integrity and accessibility (nearly one-quarter of the documented  
17 shipwrecks are in less than 20 feet of water), of many of these shipwrecks makes the Mid-Lake region of  
18 Lake Michigan an outstanding choice for a new National Marine Sanctuary; and  
19

20 **WHEREAS**, a National Marine Sanctuary would be invaluable in telling the cultural history of the Mid-  
21 Lakes region including human settlement patterns, shipbuilding, commercial fishing, lumbering, mining  
22 and maritime transportation; and  
23

24 **WHEREAS**, a National Maritime Sanctuary would support and enhance local, state, regional and  
25 national and international tourism as one of the key economic drivers of the Mid-Lake region; and  
26

27 **WHEREAS**, tourism in Ozaukee, Sheboygan, Manitowoc and Kewaunee Counties constitutes more than  
28 \$400 million per year in visitor spending and supports more than 7,400 equivalent full-time jobs  
29 generating more than \$675 million in total business sales and \$50 million in state and local taxes; and  
30

31 **WHEREAS**, a National Marine Sanctuary that includes Kewaunee County would build upon the  
32 nationally known sport fishing industry in Kewaunee County, the recently approved Kewaunee Harbor  
33 and Pierhead Lighthouse restoration project and the walkway project connecting the Pierhead  
34 Lighthouse to the Ahnapee Trail; and  
35

36 **WHEREAS**, a new Lake Michigan Marine Sanctuary would support and promote a wide range of youth  
37 and adult educational activities and enhance the cultural and historical understanding of this region; and  
38

39 **WHEREAS**, the Wisconsin Historical Society (WHS) in partnership with the Department of  
40 Administration's Wisconsin Coastal Management Program (WCMP), recommended that an 875-square

1 mile area within the 2,552-square mile Mid-Lake Michigan region be considered for a national marine  
 2 sanctuary in Wisconsin; and  
 3

4 **WHEREAS**, the WHS, the WCMP, the University of Wisconsin Sea Grant Institute, and the citizens of  
 5 the State have invested a quarter of a century in documenting, preserving, and celebrating Wisconsin's  
 6 maritime heritage.  
 7

8 **NOW, THEREFORE, BE IT RESOLVED** by the Kewaunee County Board of Supervisors duly assembled  
 9 this 15<sup>th</sup> day of December 2015, that the Board enthusiastically supports the nomination to NOAA of a  
 10 national marine sanctuary in this Mid-Lake region of Lake Michigan and encourages NOAA to consider  
 11 inclusion of Kewaunee County's coastal areas in this marine sanctuary designation.  
 12

13 **BE IT FURTHER RESOLVED** that the County Clerk shall forward copies of this Resolution to Governor  
 14 Walker, state and federal legislative representatives having constituencies in Kewaunee County, the  
 15 Wisconsin Counties Association, and such other public officials as the Clerk may deem appropriate.

Respectfully Submitted,

**PERSONNEL, ADVISORY AND LEGISLATIVE COMMITTEE**

\_\_\_\_\_  
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 \_\_\_\_\_  
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**APPROVED AS TO FORM**  
 Jeffrey R. Wisnicky  
 Corporation Counsel

FISCAL IMPACT STATEMENT:  
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	Y E S	N O	A B S E N T	A B S T A I N
Benes, P				
Cravillion, D.				
Doell, D.				
Garfinkel, R.				
Haske, V.				
Heidmann, B.				
Heuer, R.				
Jahnke, S.				
Kirchman, L.				
Luft, L.				
Mastalir, J.				
Paape, G.				
Pagel, J.				
Paider, R.				
Romdenne, T.				
Shillin, K.				
Sinkula, L.				
Tebon, K.				
Wagner, C.				
Weidner, R.				
TOTALS				

## CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_, 2015 by and between the Kewaunee County and (the “Client”) and Wisconsin Capitol Solutions LLC, a Wisconsin limited liability company (“Consultant”).

WHEREAS, Consultant is in the business of providing government relations and consulting services, and

WHEREAS, Client desires to hire Consultant to provide certain advice and perform certain services on the terms and conditions described below,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, it is hereby agreed as follows:

1. Engagement as a Consultant. The Client hereby engages Consultant and Consultant hereby accepts such engagement with the Client as a Consultant in accordance with the terms and conditions set forth in this document.
2. Term. This Agreement shall commence as of the date set forth above and shall continue through \_\_, 2016. Either party can terminate the contract at any time with a 30 day written notice

### 3. Duties.

Consultant shall perform the following specific duties for the Client:

- (a.) Advise Client in matters related to Government relations and our efforts to secure funding for the Kewaunee County Bio-Digester project.
- (b.) Advocate on behalf of Client with state Government policy makers which may include legislation, rules and policies surrounding the Kewaunee County Bio-Digester Project.
- (c.) Advise and update the Client regarding Government activities of interest to the client

Client shall perform the following specific duties:

- (a.) Provide Consultant with timely and accurate information necessary for advancement of the Kewaunee County Bio-Digester Project.

Consultant agrees to provide progress reports to Client related to the tasks it is performing on such periodic basis as Client may request. Consultant shall have no obligation to perform any services hereunder at any time that Client's payment of fees and expenses due and payable hereunder is past due.

3. Compensation. Client agrees to pay Consultant a monthly fee of \$5000 for the services provided hereunder. Consultant will bill Client monthly and Client agrees to pay Consultant's statement on or before the first day of each month. Client agrees to pay a one-time fee of \$375.00 for lobby registration and \$125.00 per each authorized lobbyist if needed. Client further agrees to pay a monthly expense fee of \$500.00 to Consultant incurred pursuant to this Agreement and invoiced to Client,

4. Termination.

1. Payment on termination. Upon termination of this Agreement, all unpaid fees and expenses payable to Consultant pursuant to this Agreement shall be promptly paid on submission of an invoice by Consultant.

2. Continuing obligations. Upon termination, all obligations between the parties shall cease, except for those set forth in this paragraph 5 and for Client's indemnification agreement as set forth in paragraph 8.

5. Terms of Consulting Arrangement. Subject to the provisions of this Agreement, Consultant shall have complete control of the means, manner and method by which it performs the services contracted for, the times at which those services will be performed, and the sequence of performance of those services, except that Consultant agrees that its actions shall, at all times, comply with the law. Consultant is free to perform services for any other person, entity or business during the term of this Agreement and is not required to devote its full time and energy to performance of services contracted for hereunder.

6. Confidential Information. Consultant agrees to keep all information obtained from the Client about its business, including its financial information, business projections and strategies, confidential.

7. Limitation of Liability.

1. Failure to Implement. Consultant shall not be liable for the Client's failure to implement the Consultant's recommendations.

2. Limitation on Damages. In no event shall Consultant be liable to Client for any indirect, special, or consequential damages, arising out of or relating to this Agreement or the performance or breach thereof, even if Consultant has been advised of the possibility thereof.

3. Limitation on Remedy. Consultant's liability to Client hereunder, if any, shall in no event exceed the total of the Monthly Fees paid to Consultant hereunder by Client.

4. Indemnification. The Client shall indemnify and hold Consultant harmless against any and all claims from third parties relating to this Agreement or to the services to be performed by Consultant under this Agreement.

8. Authorization. The Client certifies that its undersigned representative has been and is duly authorized to execute this Agreement on Client's behalf.

9. Miscellaneous. This Agreement shall be governed by the substantive laws of the State of Wisconsin. This Agreement is the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof. Except as provided above with respect to the Monthly Fee, this Agreement may be amended only by a writing signed by both parties.

IN WITNESS WHEREOF, this Agreement is entered into as of the date first above written

Kewaunee County

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Wisconsin Capitol Solutions LLC

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Thomas Fonfara, President



Public Service Commission of Wisconsin  
Office of Energy Innovation  
State Energy Office

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Maria Redmond, Director

December 1, 2015

Mr. Scott Feldt  
Kewaunee County Administrator  
610 Lincoln Street  
Kewaunee, WI 54216  
Via email: [feldts@kewauneeco.org](mailto:feldts@kewauneeco.org)

Dear Mr. Feldt:

I am pleased to inform you that Kewaunee County has been selected as a recipient of an award for the *State Energy Program – Planning and Implementing Clean Energy Investments in Wisconsin Communities*. The total award includes \$50,000 to support the county's investigation of the feasibility of the development of a series of community anaerobic digesters.

Your project displays exceptional merit and ability to support energy efficiency and deployment of renewables in Wisconsin. There is a major consideration of the project that you should be aware of as we move forward. You must spend all allocated funds by June 15, 2016. If you feel that this is not reasonable and are not able to make this deadline, please let us know prior to accepting the award.

We are committed to provide funding for your project and would like to set up a contract so that work can begin, as soon as possible. If you have any questions or would like to set up a meeting to discuss the project further, please do not hesitate to contact our Program Manager, Megan Levy at (608) 266-5054 or [megan.levy@wisconsin.gov](mailto:megan.levy@wisconsin.gov).

Thank you for commitment to Planning and Implementing Clean Energy Investments in Wisconsin communities and we look forward to working with you on this project in the near future!

Sincerely,

A handwritten signature in cursive script, appearing to read "Maria Redmond".

Maria Redmond  
Director, Office of Energy Innovation

cc: Megan Levy, Director- Local Energy Programs



**RESOLUTION NO.**

**A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH THE GENERAL TEAMSTERS LOCAL 662 – SHERIFF’S DEPARTMENT**

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

- 1 **WHEREAS**, the Bargaining Sub-Committee of the Personnel, Advisory, and Legislative Committee held
- 2 negotiations with the Bargaining Committee of the General Teamsters Local 662, on behalf of the
- 3 Sheriff’s Deputies of Kewaunee County; and
- 4
- 5 **WHEREAS**, a summary of the successor agreement reached between the above-mentioned parties is
- 6 attached hereto and incorporated herein by reference as if fully set forth herein; and
- 7
- 8 **WHEREAS**, the Personnel, Advisory and Legislative Committee considered the proposed successor
- 9 agreement and hereby recommends its approval.
- 10
- 11 **NOW, THEREFORE, BE IT RESOLVED**, that the Kewaunee County Board of Supervisors, duly
- 12 assembled this 15<sup>th</sup> day of December 2015, that the Board hereby approves and ratifies the 2016-2018
- 13 Collective Bargaining Agreement between Kewaunee County and the General Teamsters Local 662.

Respectfully Submitted,

**PERSONNEL, ADVISORY & LEGISLATIVE COMMITTEE**

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	Y E S	N O	A B S E N T	A B S T A I N
Benes, P				
Cravillion, D.				
Doell, D.				
Garfinkel, R.				
Haske, V.				
Heidmann, B.				
Heuer, R.				
Jahnke, S.				
Kirchman, L.				
Luft, L.				
Mastalir, J.				
Paape, G.				
Pagel, J.				
Paider, R.				
Romdenne, T.				
Shillin, K.				
Sinkula, L.				
Tebon, K.				
Wagner, C.				
Weidner, R.				
<b>TOTALS</b>				

**APPROVED AS TO FORM**

Jeffrey R. Wisnicky  
Corporation Counsel

FISCAL IMPACT STATEMENT:			
	Wage Increase %	WRS Contribution	Health Insurance
2016	3.0%	2.2%	13/87
2017	2.5%	4.4%	14/86
2018	2.2%	*Full	15/85