

**Notice of Regular Meeting
Oneida County Board of Supervisors
February 19, 2013 – 9:30 a.m.
Oneida County Courthouse
County Board Meeting Room 2nd Floor**

Supervisor Hintz, First Vice Chair, as Acting Chair, called the meeting to order at 9:30 a.m. in the County Board Meeting Room at the Oneida County Courthouse. There was a brief moment of silence for our troops here and overseas, a special moment of silence for Kaye and Mark Juel, and get well wishes for our Chairman, Ted Cushing, followed by the Pledge of Allegiance.

Members Present: Supervisors, Greg Berard, Paul Dean, Billy Fried, David Hintz, Scott Holewinski, Jim Intrepidi, Bob Martini, Jack Martinson, Bob Metropulos, Bob Mott, Sonny Paszak, Carol Pederson, Thomas Rudolph, Jerry Shidell, Candy Sorensen, Jack Sorensen, Denny Thompson, Michael Timmons and Romelle Vandervest.

Of Members Present: - 19

Supervisors Excused: 2- Ted Cushing and Gary Baier

Student Representatives Present: 1- Jayla Paulson

Others Present: Mary Bartelt, County Clerk; Melodie Gauthier, Deputy County Clerk; Brian Desmond, Corporation Counsel; Kyle C. Christianson, Legislative and Resource Associate; Jean Hansen, U.W. Ext.; Roger Luce, OCEDC; and Lynn Grube, ITS.

Motion/Second: Rudolph/Vandervest to approve the February 19, 2013, Agenda with the order of items on the agenda to be moved around at the discretion of the First Vice Chair, Supervisor Hintz. All "aye" on voice vote, motion carries.

Announcements by Chair, Correspondence and Communications

Sign Attendance Form at the Podium.

Please Use Microphones When Speaking.

Supervisors please turn in per-diem vouchers to finance.

The County Board Members welcomed Sheriff Grady Hartman to his new position as Oneida County Sheriff.

Accept the Minutes of the January 15, 2013 Regular Meeting

Motion/Second: J.Sorensen / Martini to accept the minutes of the January 15, 2013 Regular Meeting.

Correction, additions or deletions: - Supervisor Mott, for the record, would like to add into the January Regular Meeting Minutes, regarding Resolution # 3-2013, his comments and approval of the Schoepke rezoning.

Motion/Second: Mott/Martinson to amend the January 15, 2013 minutes to add Supervisor Mott's comments regarding Resolution # 3-2013 and his approval of the Schoepke rezoning. All "aye" on voice vote, motion carries.

Motion/Second: Rudolph/ Vandervest to accept the amended minutes of the January 15, 2013 Regular Meeting as Amended. All "aye" on voice vote, motion carries.

Reports/ Presentations:

Wisconsin Counties Association – Kyle C. Christianson, Legislative and Resource Associate. – "State Budget Process".

Mr. Christianson addressed the County Board with a presentation regarding the Wisconsin State Budget. The overview entailed a brief summary of State Finance, Budget, Priorities and Change, Local finance decisions, 2013-15 State budgets and what we can expect in the future.

Public Comment: Tom Rulseh, Town of Three Lakes
Regarding Resolution #12-2013
Roger Luce, OCEDC

Regarding Resolution #9-2013, 11-2013 and 12- 2013.
Lynn Grube, ITS Director
Regarding Resolution #10-2013.

Consent Agenda:

Resolution #07-2013 – Resolution offered by Supervisors of the Administration Committee requesting authorization of budget transfers.

Appointments to committees, commissions and other organizations:
2013 Emergency Fire Warden List

Motion/Second: Vandervest/Martinson to approve the Consent Agenda as presented.

Roll Call Vote: 19- Ayes, 0- Nays, 2- Absent – Cushing and Baier.

Student Representative: 1- Aye.

Consent Agenda – approved.

Consideration of Resolutions & Ordinances:

Resolution # 04-2013

Resolution offered by Supervisors of the Highway Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Town of Minocqua has filed a petition for County aid for the cost of installing a culvert under Section 82.08 over Kaubashine Creek on Cedar Falls Drive and
WHEREAS, the total cost of the labor, materials, and equipment was \$18,453.80 and the County share under Section 82.08 would be 50% of the \$18,453.80 or \$9,226.90

NOW, THEREFORE, BE IT RESOLVED, that \$9,226.90 be paid to the Town of Minocqua and the money to come from the County Bridge Aid Account.

Approved by the Highway Committee this 10th day of January 2013.

Offered and passage moved by Supervisors: Paszak, Holewinski, Timmons, Baier and Shidell
Seconded by:

Roll Call Vote: 18 -Ayes, 0- Nays, 3 - Absent – Cushing, Baier and C.Sorensen

Student Representatives: 1- Aye.

Resolution #04-2013 – adopted.

Freeman Bennett
Highway Commissioner
fbennett@co.oneida.wi.us

Patti Wrycha
Highway Facilities Manager
pwrycha@co.oneida.wi.us

HIGHWAY DEPARTMENT
ONEIDA COUNTY
P.O. Box 696
Rhinelander, Wisconsin 54501-0696

Telephone (715) 369-6184
Fax (715) 369-2790

Jeri Cooper
Highway Secretary
jcooper@co.oneida.wi.us

June 19, 2012

Date

To the Oneida County Highway Committee:

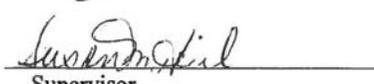
This petition of the undersigned Town Board of the Town of
Minocqua of Oneida County respectfully represents that on the
19th day of June 2012, at a regular Town Meeting of said
Board, unanimously agreed to install a culvert
pipe, arch or culvert
lying wholly within said Town on Kaubashine Creek, on the
creek or stream
Cedar Falls Drive Sec. 12 T. 38 R. 05.
name of road

Wherefore your petitioner prays for an appropriation to be made by said
County to aid in the costs involved for the construction of such bridge, arch, culvert, as
provided by law.

Dated this 19th day of June 20 12.


Chairman


Supervisor


Supervisor



"The Island City"

TOWN OF MINOCQUA

MARK P. HARTZHEIM, Chairman
BRYAN P. JENNINGS, Supervisor
JOHN L. THOMPSON, Supervisor
SUSAN M. HEIL, Supervisor
WILLIAM J. FRIED, Supervisor

415 Menominee Street, Suite A
Minocqua, Wisconsin 54548
Phone: 715.356.5296
Fax: 715.356.1132
www.townofminocqua.org

ROBEN A. HAGGART, Clerk
LAURA R. MENDEZ, Treasurer
ROBERT S. WELCH, Supt. Public Works
ANDREW R. GEE, Chief of Police
ANDREW J. PETROWSKI, Fire Chief

CULVERT REPLACEMENT ON CEDAR FALLS DRIVE AT KAUBASHINE

RE: Request for financial assistance.

This is a request for financial assistance on culvert cost and installation of one 84" culvert, 50' long, located on Kaubashine Creek under Cedar Falls Drive in the southeast corner of the Town of Minocqua.

Culvert Cost: (See invoice#2120128-00, County Concrete, \$7,300)

Installation Cost: (See Oneida County Hwy Commission charges, \$7724.44)

Labor- Equipment and material provided by Town of Minocqua, \$3,429.36

- | | | |
|---|-------------------|--------------------|
| • Labor – 4 hours at \$35 per hour | \$140.56 | for hauling gravel |
| • Equipment – 4 hours at \$42.64 per hour | \$170.56 | TRUCK |
| • Rip Rap – 30 TONS at \$56 per ton | \$1,680.00 | ✓ |
| • Gravel – 284.8 cubic yards at \$5.05 per yard | <u>\$1,438.24</u> | ✓ |
| | \$3,429.36 | |

TOTAL COST FOR REPLACEMENT OF CULVERT \$18,453.80

Butch Welch

From: "Jeri Cooper" <jcooper@co.oneida.wi.us>
To: "Butch Welch-Minocqua" <publicworks@townofminocqua.org>
Sent: Friday, November 16, 2012 2:26 PM
Subject: materials for Cedar Falls Drive
Leadman says 356 tons of Minocqua gravel used
1-1/2 loads of rock off the ditchline of Cedar Falls Drive

Jeri

Material provided by Town of Minocqua

12/27/2012

PROJECT COST REPORT
FOR PERIOD
5/01/12 TO 12/01/12

53330 116 TOWN OF MINOCQUA/BRIDGE AID'12

DATE	REFERENCE	UNITS	RATE	AMOUNT
051	CLEAN/REPAIR DRAINAGE STRUCTURE			
10/15 42310	LABOR	2.50		95.36
10/15 42310	EQUIP	1.50	60.38	90.57
10/15 42310	EQUIP	1.50	26.10	39.15
10/23 40650	LABOR	2.00	12.84	25.68
10/23 40650	LABOR	2.00	12.84	25.68
10/23 42020	LABOR	2.00	36.68	73.36
10/23 42020	EQUIP	1.00	53.34	53.34
10/23 42440	LABOR	2.00	36.68	73.36
10/23 42440	EQUIP	.50	60.36	30.18
10/24 40650	LABOR	.50	45.22	22.61
10/24 40650	EQUIP	8.25	60.36	342.90
10/24 40650	EQUIP	2.00	12.84	25.68
10/24 42020	EQUIP	2.00	48.02	96.04
10/24 42020	LABOR	8.25	314.69	2597.84
10/24 42020	EQUIP	4.00	49.64	198.56
10/24 42020	EQUIP	2.00	53.34	106.68
10/24 42380	LABOR	8.25	314.69	2597.84
10/24 42440	LABOR	6.50	62.78	408.07
10/24 42440	EQUIP	1.75	66.75	116.91
10/24 42540	LABOR	8.25	314.69	2597.84
10/25 40650	LABOR	4.00	49.64	198.56
10/25 40650	LABOR	8.00	332.51	2660.08
10/25 40650	EQUIP	2.00	12.84	25.68
10/25 40650	EQUIP	3.00	53.34	160.02
10/25 42020	LABOR	8.00	305.16	2441.28
10/25 42020	EQUIP	7.00	49.64	347.48
10/25 42310	LABOR	6.00	233.64	1401.84
10/25 42310	EQUIP	6.00	156.60	939.60
10/25 42310	LABOR	2.00	76.28	152.56
10/25 42310	EQUIP	7.00	422.66	2958.62
10/25 42380	LABOR	5.50	209.80	1153.90
10/25 42380	LABOR	2.50	95.36	238.40
10/25 42440	LABOR	6.50	253.10	1645.45
10/25 42440	EQUIP	1.50	408.07	612.11
10/25 42440	LABOR	1.50	57.22	85.83
10/25 42440	EQUIP	.50	60.36	30.18
10/25 42540	LABOR	.50	45.22	22.61
10/25 42540	EQUIP	8.00	305.16	2441.28
10/25 616111020015	EQUIP	6.00	49.64	297.84
10/25 616111020010	DS150 VOLM EROSION BLAN	140.00	2.55	357.00
10/25 616111060030	GRASS SEED	.80	36.10	28.88
10/26 42440	LABOR	10.00	1.91	19.10
		.25		9.53
051 TOTALS	LABOR			45.72
	EQUIPMENT			
	MATERIAL			
	SMALL TOOLS			
	CLEAN/REPAIR DRAINAGE STRUCTURE			7427.35
	TOTAL			7427.35

116 TOWN OF MINOCQUA/BRIDGE AID'12
CEDAR FALLS DRIVE
TOWN OF MINOCQUA
TOWN CLERK
415 MENOMINEE ST - SUITE A
MINOCQUA, WI 54548

AMOUNT	BALANCE
-----	-----
BALANCE BROUGHT FORWARD JANUARY 1, 2012	\$.00
10/26/12 CHARGE	7,724.44
BALANCE	\$ 7,724.44

REMIT PAYMENT TO:
ONEIDA COUNTY HIGHWAY COMMISSION
PO BOX 696
RHINELANDER, WI 54501

Resolution # 05-2013

Resolution offered by Supervisors of the Highway Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Town of Newbold has filed a petition for County aid for the cost of installing a culvert under Section 82.08 over an unnamed creek on Wilderness Trail and

WHEREAS, the total cost of the labor, materials, and equipment was \$6,700.61 and the County share under Section 82.08 would be 50% of the \$6,700.61 or \$3,350.30

NOW, THEREFORE, BE IT RESOLVED, that \$3,350.30 be paid to the Town of Newbold and the money to come from the County Bridge Aid Account.

Approved by the Highway Committee this 10th day of January 2013.

Offered and passage moved by Supervisors: Paszak, Holewinski, Timmons, Baier and Shidell.

Roll Call Vote: 19- Ayes, 0- Nays, 2- Absent – Cushing and Baier

Student Representatives: 1- Aye.

Resolution #05-2013 – adopted.

Freeman Bennett
Highway Commissioner
fbennett@co.oneida.wi.us

Patti Wrycha
Highway Facilities Manager
pwrycha@co.oneida.wi.us

HIGHWAY DEPARTMENT
ONEIDA COUNTY
P.O. Box 696
Rhinelander, Wisconsin 54501-0696

Telephone (715) 369-6184
Fax (715) 369-2790

Jeri Cooper
Highway Secretary
jcooper@co.oneida.wi.us

June 19, 2012

Date

To the Oneida County Highway Committee:

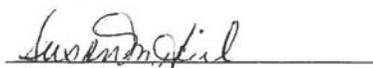
This petition of the undersigned Town Board of the Town of
Minocqua of Oneida County respectfully represents that on the
19th day of June 2012, at a regular Town Meeting of said
Board, unanimously agreed to install a culvert
pipe, arch or culvert
lying wholly within said Town on Kaubashine Creek, on the
creek or stream
Cedar Falls Drive Sec. 12 T. 38 R. 05.
name of road

Wherefore your petitioner prays for an appropriation to be made by said
County to aid in the costs involved for the construction of such bridge, arch, culvert, as
provided by law.

Dated this 19th day of June 20 12.


Chairman


Supervisor


Supervisor



Freeman Bennett
Highway Commissioner
fbennett@co.oneida.wi.us

Patti Wrycha
Highway Office Manager
pwrycha@co.oneida.wi.us

**HIGHWAY DEPARTMENT
ONEIDA COUNTY**
P.O. Box 696
Rhinelander, Wisconsin 54501-0696

Telephone (715) 369-6184
Fax (715) 369-2790
Department email: pwrycha@co.oneida.wi.us

Brian Dutcher
Highway Patrol Superintendent
bdutcher@co.oneida.wi.us

Jeri Cooper
Highway Secretary
jcooper@co.oneida.wi.us

ONEIDA COUNTY HIGHWAY BRIDGE AID REQUEST

SEPTEMBER 27, 2012
Date

To the Oneida County Public Works Committee:

This petition of the undersigned Town Board of NEWBOLD
Township name

of Oneida County respectfully represents that on the 27TH day of SEPTEMBER, 20 12,

at a regular Town Meeting of said Board, unanimously agreed to install a CULVERT
pipe, arch or culvert

lying wholly within said Town on UN-NAMED CREEK
creek or stream

on WILDERNESS TRAIL Sec. 23 T. 38 R. 8 E
name of road

Said installation will begin approximately in OCTOBER of 20 12
month

It is understood that approval of any Oneida County Highway Department Bridge Aid is based upon availability of funds. If funds are not available in the year requested, said project will need to be resubmitted for the following year.

Dated this 27 day of September, 20 12.

[Signature]
Town Chairman

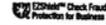
[Signature]
Town Supervisor

[Signature]
Town Supervisor

10-2-12
Date Received by Highway Dept

TOWN OF NEWBOLD
P.O. BOX 1063
RHINELANDER, WISCONSIN 54501

Peoples
STATE BANK
1.888.929.9902
79-1161-759



1318

12/14/2012

PAY TO THE ORDER OF Oneida County Highway Commission

\$ **6,700.61

Six Thousand Seven Hundred and 61/100***** DOLLARS

Oneida County Highway Commission
P.O. Box 696
Rhinelanders, WI 54501

[Handwritten Signature]

[Handwritten Signature]

AUTHORIZED SIGNATURE

MEMO
120

⑈0⑆3⑆18⑆2⑈ ⑆0759⑆1⑆6⑆6⑆ ⑆⑈104⑈525⑈

TOWN OF NEWBOLD

Oneida County Highway Commission

12/14/2012

13182

Culvert replacement on Wilderness Drive

6,700.61

(grant approved)

Peoples OPERATING

6,700.61

PROJECT COST REPORT
FOR PERIOD
9/01/12 TO 12/14/12

53330	120	TOWN OF NEWBOLD/BRIDGE AID '12	REFERENCE	LABOR	UNITS	RATE	AMOUNT
			10/22 42440	LABOR	6.00		233.64
			10/22 42440	EQUIP	6.00	62.78	376.68
			10/22 42440	LABOR	2.75		104.89
			10/22 42440	EQUIP	1.00	60.36	60.36
			10/22 42440	EQUIP	1.00	45.22	45.22
			10/22 42540	LABOR	8.75		333.77
			10/22 42540	EQUIP	3.00	49.64	148.92
			10/22 616111030207	48" PLASTIC CULVERT PIP	52.00	30.00	1560.00
			10/22 616111020015	180N MIRAFI RIPRAP FAB	8.00	2.55	20.40
			10/22 616111020010	DS150 VOLM EROSION BLAN	.20	36.10	7.22
			10/22 616111060030	GRASS SEED	5.00	1.91	9.55
			051 TOTALS LABOR	1751.21	SMALL TOOLS		21.01
			EQUIPMENT	1066.79			
			MATERIAL	1597.17			
			TOTAL	CLEAN/REPAIR DRAINAGE STRUCTURE			4436.18

10/22	40650	0123	EQUIP	1.00	12.84	12.84
10/22	40650	0413	EQUIP	3.00	48.02	144.06
10/22	40650	0421	EQUIP	1.00	26.80	26.80
10/22	42020		LABOR	8.50		324.22
10/22	42020	0148	EQUIP	2.50	49.64	124.10
10/22	42020	0250	EQUIP	2.50	33.94	84.85
10/22	42380		LABOR	8.75		333.77
10/22	42380	0113	EQUIP	1.00	12.84	12.84
10/22	42380	0424	EQUIP	1.00	15.80	15.80

PROJECT COST REPORT
FOR PERIOD
9/01/12 TO 12/14/12

DATE	53330	120	TOWN OF NEWBOLD/BRIDGE AID '12	REFERENCE	UNITS	RATE	AMOUNT
10/22	42440		LABOR		6.00		233.64
10/22	42440		EQUIP	0444	6.00	62.78	376.68
10/22	42440		LABOR		2.75		104.89
10/22	42440		EQUIP	0116	1.00	60.36	60.36
10/22	42440		EQUIP	0423	1.00	45.22	45.22
10/22	42540		LABOR		8.75		333.77
10/22	42540		EQUIP	0147	3.00	49.64	148.92
10/22	616111030207		48" PLASTIC CULVERT PIP		52.00	30.00	1560.00
10/22	616111020015		180N MIRAFI RIPRAP FAB		8.00	2.55	20.40
10/22	616111020010		DS150 VOLM EROSION BLAN		.20	36.10	7.22
10/22	616111060030		GRASS SEED		5.00	1.91	9.55
051	TOTALS		LABOR				21.01
			EQUIPMENT				
			MATERIAL				
			TOTAL				4436.18

COUNTY BILLING RUN FOR 12/18/12 ACCOUNT # 53330

FINAL LABOR	2694.32	SMALL TOOLS	32.32
EQUIPMENT	1579.52		
MATERIAL	2136.75	* RECORDS/REPORTS *	.00
TOTAL			6442.91

257.70 4%
\$ 6700.61 - Bill says

RESOLUTION #06-2013

Resolution offered by the Conservation/UW-EX Education Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the State Legislature and Governor enacted into law in 1997, a new county-based system to protect our land and water resources from impacts associated with Non-Point Source Pollution that lead to soil loss and polluted runoff; and,

WHEREAS, the County Land Conservation Department is the necessary local delivery mechanism for a wide range of natural resource management programs; and

WHEREAS, Section 92.16(6)(b) of the Wisconsin Statutes states that the Department of Agriculture, Trade and Consumer Protection shall attempt to provide funding for an average of 3 staff persons per county, with an average of \$100,000 per county for cost-sharing grants; and,

WHEREAS, the Department's Soil and Water Resource Management program has not met the funding expectations related to this statutory staffing goal; and,

WHEREAS, County Land Conservation staff supported by state grants have consistently decreased since the program began, from 219 in 1997 to 97 in 2012, under the 2011-2013 biennial budget and approved agency lapses; and,

WHEREAS, Counties have been asked to pick up the funding shortfalls to maintain necessary program implementation or reduce needed service to clients; and

WHEREAS, the Department of Agriculture, Trade and Consumer Protection has requested that additional reductions in base staff funding allocations be included in the 2013-15 biennial budget reducing the funding from a 12 year average of \$9.3 million down to \$7.8 million in 2014 & 8 million in 2015; and

WHEREAS, the Wisconsin Counties Association (WCA) & the Wisconsin Farm Bureau Federation have both adopted 2013 statewide policy directives that recognize the value of the work County Land Conservation Departments provide to their membership by supporting directives that support maintaining this base level of funding; and

WHEREAS, County Land Conservation staff play a critical role to our local economy by assisting landowners obtain needed state and federal funds to help implement Non-Point Source Pollution control Best Management Practices for their operations and the proposed cuts will therefore have a rippling negative impact on our county's citizens and its resources.

NOW, THEREFORE, BE IT RESOLVED, that the Oneida County Board of Supervisors duly assembled this 19th day of February, 2013 does hereby urge the Governor of the State of Wisconsin and all elected representatives in the Wisconsin State Legislature to return to the \$9.3 million appropriation for state aid to counties, recognizing the invaluable service that county conservation employees provide in helping Wisconsin farmers and growing our state's agriculture industry.

Approved by the Conservation/UW-EX Education Committee this 14th day of January, 2013.

Consent Agenda Item: ____ YES ____ NO

Offered and passage moved by Supervisors: Rudolph, Berard, Intrepidi, Mott, Martini and Zimbeck.

Supervisor Rudolph stated Resolution #6-2013 is not asking for any increase but is proposing that the funding for Land Water Conservation be restored to the \$9.3 million from the projected cut to \$7.8 million. Discussion took place, no motion made.

Roll Call Vote: 14- Ayes, 5- Nays- Shidell, Thompson, Martinson, J.Sorensen and Holewinski. 2- Absent – Baier and Cushing.

Student Representatives: 1- Aye.

Resolution #6-2013 – adopted.

Motion/Second: Vandervest/Mott to enter into closed session at 11:09 am.

Roll Call Vote: 19- Ayes, 0- Nays, 2- Absent – Cushing and Baier

Student Representative: 1 -Aye.

Motion – passes.

Acting Chairman Hintz read the format for closed session.

The Committee may consider a motion to adjourn into Closed Session pursuant to Section 19.85(1)(e) & (g) for the purposes of (1) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session & (2) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning the strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

1. Easement behind the DOA building.
2. Case 10 cv118 – Western District of Wisconsin

Upon completion of this portion of the meeting, it is anticipated the Committee will make a motion to return to open session to consider the remainder of the meeting agenda.

Motion/Second: Rudolph/ J.Sorensen to return to open session at 11:51 am.

Roll Call Vote: 19- Ayes, 0- Nays, 2- Absent – Cushing and Baier

Motion – passes.

Brian Desmond, Corporation Counsel, stated that a statement regarding the closed session can not be revealed at this time but will be revealed in the future.

A 10 minute break was called at 11:55 am to 12:05 pm.

Supervisor Hintz, Acting Chair, took Resolution #10-2013 out of order and then worked backwards by taking Resolution #9-2013 and #8-2013.

RESOLUTION # 08-2013

Resolution offered by Supervisors of the Administration Committee.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, a Claim for Damages was filed by Peter Stephens on December 13, 2012 in the Oneida County Clerk's Office; and

WHEREAS, said Claim for Damages alleges that Peter Stephens sustained damages and alleges that said damages were caused by Oneida County and employees of Oneida County; and

WHEREAS, the Claim for Damages has been referred to the County's appropriate insurance carrier which has investigated the matter and determined the claim should be denied; and

WHEREAS, after a review of this matter by the Corporation Counsel's Office, said office recommends that the claim be denied.

NOW, THEREFORE, BE IT RESOLVED, by the Oneida County Board of Supervisors that the claim submitted by Peter Stephens be and the same is hereby denied and notice is hereby given that no action on this claim may be brought against Oneida County or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded by the County Clerk to the claimant by certified mail, return receipt requested, as a notice of disallowance.

Approved by the Administration Committee this 11th day of January 2013.

Offered and passage moved by Supervisors: Hintz, Cushing, Paszak, Shidell and Thompson.

Brian Desmond, Corporation Counsel briefed the Board stating this was a traffic accident that occurred last March. Mr. Stephens is seeking the County to pay him damages that he sustained in the car accident. The matter has been referred to our insurance agency and they have hired an attorney to review this matter. Desmond states he recommends the county denied this claim and in doing so, Mr. Stephens may file a law suit against the county and then the Court can determine liability.

Roll Call Vote: 14 - Ayes, 0- Nays, 7- Absent – Dean, Berard, Intrepidi, Baier, Thompson, Vandervest and Cushing.

Student Representative: 1- Aye

Resolution #8-2013 – adopted.

RESOLUTION #09-2013

Resolution offered by the Administration Committee
Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Department of Administration - Division of Housing (DOH) changed the method of distribution for the Community Development Block Grant (CDBG) housing funds to require the formation of regional Housing Consortia comprised of County Governments; and

WHEREAS, by previous resolutions the Boards for the Counties of Florence, Forest, Langlade, Lincoln, Menominee, Oconto, Oneida, Shawano, Taylor and Vilas agreed to enter into a consortium to implement and operate the Regional Community Development Block Grant (CDBG) Consortium referred to as the Northwoods Consortium, with Langlade County serving as the lead county; and

WHEREAS, a Consortium Contract ("Contract") has been developed for the Northwoods Consortium pursuant to the authority granted by Wis. Stat. § 66.030 to implement and deliver CDBG housing programs within the geographic boundaries of the Consortium; and

WHEREAS, pursuant to the Consortium Contract, each member County of the Northwoods Consortium will appoint a Contract representative and also appoint a person to represent the County's interests on the Northwoods Housing Committee; and

WHEREAS, a copy of the Community Development Block Grant Housing Consortium Contract is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, the Oneida County Board of Supervisors hereby approves the Community Development Block Grant Housing Consortium Contract; and

FISCAL NOTE: Langlade County will be administering the CDBG grants. Annual grant amounts will range from \$870,000 to \$2,000,000, with Langlade County keeping 15% of the total grant amount for administration.

Approved by the Administration Committee this 11th day of February, 2013.

Consent Agenda Item: _____ YES _____ NO

Offered and passage moved by Supervisors: Hintz, Cushing, Paszak and Thompson.

Roll Call Vote: 8- Ayes, 7- Nays – Shidell, Thompson, Martinson, Timmons, Fried, Holewinski, and J.Sorensen, 6 - Absent - Baier, Berard, Vandervest, Dean, Intrepidi and Cushing

Student Representatives: 1- Aye

Resolution # 9-2013 – adopted.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOUSING CONSORTIUM
CONTRACT**

This Consortium Contract ("Contract") is entered into pursuant to the authority granted by Wis. Stat. § 66.0301, *et seq.*, by and among Florence, Forest, Langlade, Lincoln, Menominee, Oconto, Oneida, Shawano, Taylor and Vilas (collectively "Counties"), all of whom are counties and political subdivisions of the State of Wisconsin organized and existing pursuant to the Wisconsin Constitution and Wis. Stat. Chap. 59 for purposes of forming a consortium that shall be known as Northwoods Housing Consortium ("Consortium") to implement and deliver CDBG housing programs within the geographic boundaries of the Consortium.

RECITALS

WHEREAS, the Wisconsin Department of Administration - Division of Housing ("DOH") is changing the method of distribution for Community Development Block Grant ("CDBG") housing funds to require the formation of regional housing consortia comprised of counties; and

WHEREAS, the DOH anticipates that the average regional CDBG award for housing funds will range between \$850,000 to \$1 million annually; and

WHEREAS, each regional consortium will select a lead county to assume the responsibilities for administering the CDBG housing funds; and

WHEREAS, Langlade County is willing to serve as the lead county ("Lead County") for the Northwoods Housing Consortium; and

WHEREAS, the member Counties of the Northwoods Consortium have adopted resolutions to form a regional CDBG consortium and to designate Langlade County as the lead county; and

WHEREAS, by agreeing to participate as a member of the Northwoods Housing Consortium, the member Counties understand that Langlade County will act as the applicant and will assume all obligations under the terms of the grant, including assuring compliance with all applicable laws, program regulations and performance of all work in accordance with the grant contract; and

WHEREAS, as set forth in the DOH CDBG Housing Consortium Agreement that is to be negotiated and executed between the Consortium and DOH ("DOH Agreement"), each member County shall have the opportunity for representation on the Consortium Housing Committee; and

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

WHEREAS, the Consortium, acting by and through the Lead County, is applying for CDBG Program funding from the Wisconsin Department of Administration to provide services in a manner consistent with the CDBG Grant Contract and Implementation Manual; and

WHEREAS, the Counties understand by entering into this Agreement they allow their eligible residents to have access to CDBG Housing Program funding; and

WHEREAS, it is the intent of the parties that this Contract establish that the Lead County is responsible for all functions and duties associated with the DOH Agreement including, without limitation:

- A. Financial management;
- B. Financial accountability;
- C. Provision of services;
- D. Funding distribution method;
- E. Administrative services; and
- F. Overall responsibility for the Grant Contract that will be entered into by and between the Consortium and DOA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. CONTRACT PERIOD AND ADMINISTRATORS

A. CONTRACT PERIOD

This Contract shall be effective for the period from February 1, 2013 through December 31, 2014. Unless terminated as provided in Section IX below, this Contract shall automatically renew for additional two-year terms.

B. CONTRACT REPRESENTATIVES

Each member of the Consortium shall designate an individual as the official contract representative for the party identified.

Any party hereto may replace a contract representative upon written notice to all other parties to this Contract. The Contract Representatives are set forth on the attached Exhibit A, which may be modified from time to time as provided herein.

C. DOH AGREEMENT

The DOH Agreement is attached hereto and incorporated by reference herein. This Contract shall be interpreted consistent with the DOH Agreement.

D. CONDITION PRECEDENT TO CONTRACT

This Contract is expressly conditioned upon the Lead County, as defined below, agreeing to the terms and conditions set forth in the DOH Agreement. This condition precedent shall apply to any and all renewed terms of this Contract. The Counties hereby understand and agree that the Lead County is hereby delegated the responsibility for executing the DOH Agreement on the Consortium's behalf and no other County shall be authorized to enter into the DOH Agreement on the Consortium's behalf. If the Lead County does not approve the DOH Agreement it shall endeavor to provide notice to all Counties as soon as practicable.

II. DESIGNATION OF LEAD COUNTY

A. APPOINTMENT OF LEAD COUNTY

The Counties hereby designate Langlade County as the Lead County for purposes of this Contract. The Lead County shall be responsible for the duties of the Lead County as set forth herein. In addition, the Lead County shall be responsible for ensuring the Consortium's compliance with the DOH Agreement. The Lead County shall monitor and ensure the Consortium's compliance with the DOH Agreement.

B. RESIGNATION OR REMOVAL AS LEAD COUNTY

1. Resignation. The Lead County may resign as Lead County by providing the other Counties and the Department of Administration with a 60-day written notice of its intent to resign. The resignation shall be effective upon appointment of a new Lead County.
2. Removal. The Lead County may be removed as Lead County by the Department of Administration pursuant to the DOH Agreement. A removal shall be effective on appointment of a new Lead County.
3. Upon resignation or removal of the Lead County, a new Lead County shall be appointed by a 3/4ths vote of the Counties provided the county appointed as Lead County accepts such appointment.

C. DUTIES OF LEAD COUNTY

As the Lead County, Langlade County shall have the following duties and responsibilities:

1. Complete and submit the CDBG Housing Grant Application on behalf of the Northwoods Housing Consortium.
2. Serve as the contact agency on behalf of the Consortium Counties for purposes of the DOH Agreement. The Lead County is the only County authorized to act on the Consortium's behalf with respect to the DOA CDBG Housing Grant Contract or dealings between the Consortium and DOA.
3. Serve as fiscal agent for purposes of this Contract. The Lead County will:
 - a. Provide an accounting of all CDBG Housing Grant program funds provided to the Northwoods Housing Consortium by the State. The accounting will be consistent with the reporting and audit standards set forth in the DOH Agreement.
 - b. Bear the responsibility for the billing and collection of funds associated with this Contract.
4. Participate in the Contract in conjunction with the Consortium members, and take on the responsibility for the fulfillment of the contractual obligations.

5. Act as the Hiring Agent for the third-party CDBG program administrator (if applicable). The Lead County is required to meet federal procurement obligations as set forth by DOA.
6. In addition to providing for its own audit as provided herein, be responsible for all audit obligations set forth in the DOH Agreement.
7. Ensure compliance with the DOH Agreement.

D. DUTIES OF COUNTIES PARTICIPATING IN THE NORTHWOODS HOUSING CONSORTIUM

In addition to any duties and responsibilities set forth in this Contract, each County shall be responsible for the following:

1. Dissemination of CDBG housing funding information to their citizens.
2. Provision of CDBG information within their County during the County's regularly scheduled business hours.
3. Provision to interested residents of copies of the CDBG Application materials via electronic and paper media.
4. Compliance with the CDBG Housing Final Application Requirements in order to secure funding for the Northwoods Housing Consortium.
5. Assisting the Lead County to ensure the Consortium meets State and Federal service and performance standards set forth in the DOA CDBG Housing Grant Contract and applicable state licensure and certification requirements as expressed by the State and Federal rules and regulations applicable to the services covered by this Contract and any addendum provided, however, that Lead County maintains responsibility for compliance with the standards referenced herein.
6. Cooperating with participating Counties in establishing reasonable procedures for the administration of this Contract.
7. Cooperating with the Lead County in its environmental review, cooperating with any mitigation requirements or other conditions on approval of the project included in the Lead County's environmental review, permitting the Lead County to monitor compliance with those conditions, cooperating to correct any deviations from those conditions identified by the Lead County provided, however, that Lead County maintains responsibility for compliance with the standards referenced herein.

III. NORTHWOODS CONSORTIUM HOUSING COMMITTEE

There is hereby created a Consortium Housing Committee made up of the County Contract Representatives, or their designee, from each participating County. The County Contract Representative from the Lead County shall chair all Committee meetings. The Committee shall meet on an as-needed basis no less than twice per year to discuss this Contract and any other matters or issues related to the DOH Agreement. The Committee may adopt policies or by-laws relating to the conduct of the meetings, but in the absence of such policies, the Committee shall select an existing guide for parliamentary procedure to apply to the conduct of its meetings, such as Robert's Rules of Order.

The Lead County will seek guidance from the Northwoods Housing Consortium Housing Committee on matters of fiscal or programmatic significance to the Consortium. The Consortium Housing Committee shall make recommendations to the Lead County, but shall have no power to modify the terms and conditions of this Contract, or any addendum, nor shall the Consortium Housing Committee have any authority to bind the Lead County to any decision or

recommendation. In addition to other duties that the Committee may establish, the Committee shall:

- A. Approve the Consortium's local distribution method.
- B. Approve the Consortium's Housing Policy and Procedures Manual based on the sample provided by DOH.
- C. Approve the Consortium's appeal process and hear appeals as it relates to denied applications.

IV. FISCAL AND PROGRAM ADMINISTRATION

The Lead County is responsible for the administration of this Contract and for the accounting of the Federal funds received by the Lead County associated with this Contract. The Lead County shall comply with the financial reporting requirements set forth in the DOH Agreement.

V. PROCUREMENT AND SUBCONTRACTING

The Lead County may subcontract for administrative services to a third-party. It is expressly understood that no more than one CDBG Program Administrator (or Agency) will operate within boundaries of the Northwoods Housing Consortium. The Lead County, on behalf of the Northwoods Housing Consortium, shall conduct all procurement transactions in a manner consistent with the DOH Agreement and State and Federal law. Any and all subcontracts shall comply with the DOH Agreement. All subcontracts must adhere to the Department's policies and procedures.

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 set forth in 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 set forth in the DOH Agreement.

VII. INDEMNITY AND INSURANCE

- A. Each County will indemnify the Lead County and all 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 indemnifying County's provision of services under this Contract or the DOH Agreement or a breach of this Contract. 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 provision of services under this Contract or the DOH Agreement or a breach of the Lead County's obligations under this Contract.

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 CONSORTIUM

A participating County may terminate this Contract by delivering written notice to the other participating Counties and the Department of Administration 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 Department 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 Consortium are Consortium funds and may not be transferred by a County to another Consortium.

The Counties may, by 2/3 vote of all Counties participating in the Consortium as evidenced by resolution of a County's board of supervisors, vote to dissolve the Consortium 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 associated with winding up the Consortium's affairs. All of the Counties shall be bound by the terms and conditions of this Contract until such time as the Consortium's affairs are wound up.

X. RECORDS

The Lead County shall maintain CDBG housing records and financial statements as required by State and Federal laws, rules, and regulations. The Lead County bears legal and fiscal responsibility for the housing records and housing financial statements of all other participating counties.

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 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 Department of Administration in relation to the DOH Agreement shall serve to terminate this Contract, except as further agreed to by the parties hereto.

B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.

C. Except for those matters incorporated herein by reference and any addenda, it is understood and agreed that the entire contract between the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties 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 parties enter into this Contract as of the date indicated below.

COUNTY: _____

Name: _____

Name and Title (typed): _____

Date: _____

EXHIBIT A

**NORTHWOODS HOUSING CONSORTIUM
CONTRACT REPRESENTATIVES**

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

Florence County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

Forest County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

Langlade County: Mr. Gary D. Olsen, Finance Director
Official Street Address: Courthouse, 800 Clermont Street, Antigo, WI 54409
Email Address: golsen@co.langlade.wi.us
Telephone: 715-627-6203

Lincoln County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

Menominee County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

Oconto County: Ms./Mr. _____

Official Street Address:
Email Address:
Telephone:

Oneida County: Nancy McKenzie, Executive Director
Rhineland Housing Authority
Official Street Address: 411 W. Phillip St.
Rhineland, WI 54501
Email Address: nancy@rhinelandhousing.org
Telephone: (715) 365-7979 ext. 3
(715) 365-7975 fax

Shawano County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

Taylor County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

Vilas County: Ms./Mr. _____
Official Street Address:
Email Address:
Telephone:

County contact representatives may be replaced upon written notice to all other parties to this Contract.

CDBG HOUSING CONSORTIUM CONTRACT ADDENDUM

NORTHWOODS HOUSING CONSORTIUM
DOA CDBG HOUSING GRANT CONTRACT

Resolution #10-2013

Resolution offered by the Administration Committee.
Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, the Oneida County Information Technology Services Department provides and maintains centralized computer processing for the Departments of Oneida County, and

WHEREAS, the Information Technology Services Department and the Administration Committee has recognized the advantages of desktop virtualization that uses software Technology to separate desktop applications from physical devices, and

WHEREAS, the Information Technology Services Department can use Virtual Desktop Technology to lower IT desktop support cost and lower desktop total cost of ownership, all While increasing mobile access to real time data, and

WHEREAS, the Information Technology Services Department recommends that the System proposed by EDCi will best configure and deliver a virtualized desktop environment to **Oneida County, and**

WHEREAS, the Information Technology Services Department and The Oneida County Administration Committee request authorization to proceed with the purchase of the Citrix Virtual Desktop Computer System, as indentified in the attached fiscal impact statement, with a cost not to exceed \$81,000.

NOW, THEREFORE, BE IT RESOLVED, that the Oneida County Board of Supervisors

Hereby authorizes the Information Technology Services Department and The Administration Committee to proceed with the computer system purchase for a cost not to exceed \$81,000 to be transferred from the general fund.

Approved by the Administration Committee this 11th day of February, 2013.

Consent Agenda Item: _____YES _____NO

Offered and passage moved by Supervisors: Cushing, Paszak, Shidell and Hintz.

Lynn Grube, ITS Director presented the fiscal Impact to be amended to Resolution #10-2013 and explained the Citrix Virtual Desktops to the County Board Members.

Motion/Second: J.Sorensen/Mott to amend Resolution #10-2013 by attaching the fiscal impact.

Motion on Amendment: 15-Ayes, 0- Nays, 6 - Absent- Baier, Cushing, Vandervest, Berard, Intrepidi and Dean.

Student Representative: 1- Aye.

Motion – passes.

Roll Call Vote on Amended Resolution #10-2013: 15-Ayes, 0- Nays, 6-Absent- Baier, Cushing, Vandervest, Berard, Intrepidi and Dean.

Student Representative: 1- Aye

Resolution #10-2013 – adopted.

Supervisor J.Sorensen stated he would like to table indefinitely Resolution #11-2013 and Resolution #12-2013 and bring them back at a later date.

Motion/Second: J.Sorensen/Martini to table indefinitely Resolution #11-2013.

Roll Call Vote: 14- Ayes, 0- Nays, 7- Absent – Vandervest, Baier, Intrepidi, Berard, Thompson, Dean and Cushing.

Student Representative: 1- Aye.

Motion – passes.

Resolution #11-2013 – tabled indefinitely

Motion/Second: J.Sorensen/Fried to table indefinitely Resolution #12-2013.

Roll Call Vote: 14- Ayes, 0- Nays, 7- Absent – Vandervest, Baier, Intrepidi, Berard, Thompson, Dean and Cushing.

Student Representative: 1- Aye.

Motion – passes.

Resolution #12-2013 – tabled indefinitely.

RESOLUTION # 11-2013

Resolution offered by the Supervisor Jack Sorensen.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Oneida County is a member of the North Central Wisconsin Regional Plan Commission (NCWRPC), and

WHEREAS, every year Oneida County pays a fee to participate with NCWRPC, and

WHEREAS, NCWRPC completes projects for Oneida County based on membership with NCWRPC, but also completes projects for payment above and beyond the annual membership cost: and

WHEREAS, the projects that are completed by NCWRPC, regardless if they are part of membership dues or for payment above and beyond membership dues, have not been audited by Oneida County; and

WHEREAS, as audit by Oneida County of projects completed by NCWRPC would provide a better understanding of the value that Oneida County is receiving for their membership with NCWRPC.

NOW, THEREFORE, BE IT RESOLVED, by the Oneida County Board of Supervisors does hereby direct the County Finance Director to complete an audit of fiscal years 2009, 2010, 2011 and 2012 with regards to projects completed for Oneida County by NCWRPC and payments made to NCWRPC for those projects; and

BE IT FURTHER RESOLVED, that the County Finance Director prepare the audit report for the County Board no later than the regularly scheduled meeting in May of 2013.

Approved by the Supervisor: Jack Sorensen this 7th day of February, 2013.
Consent Agenda Item: _____ YES _____ NO
Offered and passage moved by Supervisor: Jack Sorensen.
Seconded by:

RESOLUTION # 12-2013

Resolution offered by the Supervisor Jack Sorensen.
Resolved by the Board of Supervisors of Oneida County, Wisconsin:

WHEREAS, Oneida County pays a membership fee each year to the NorthCentral Wisconsin Regional Plan Commission (NCWRPC); and

WHEREAS, the projects that NCWRPC completes for Oneida County could be completed by professionals in the private sector; and

WHEREAS, NCWRPC should not be automatically awarded projects that could be by professionals in the private sector; and

WHEREAS, Oneida County should seek bids from professionals in the private sector prior to automatically awarding projects to NCWRPC, as government should not be in direct competition with professionals in the private sector.

NOW, THEREFORE, BE IT RESOLVED, by the Oneida County Board of Supervisors that any professional services project that could be completed by NCWRPC shall be let for bid and awarded to the lowest bidder; and

Approved by Supervisor jack Sorensen this 7th day of February, 2013.
Consent Agenda Item: _____ YES _____ NO
Offered and passage moved by Supervisor: Jack Sorensen.
Seconded by:

Other Business: - None

Closed Session: - taken out of order.

Adjournment:

MOTION/SECOND: Martinson/Mott to adjourn at 1:08 p.m. All "aye" on voice vote, motion carries.