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June 12, 2015

Note: The Board may take action on any or all items listed on the following agenda.

AGENDA

Sawyer County Board of Supervisors meeting
June 18, 2015; 6:30 p.m.; Auditorium; Winter High School

01. Call to order, roll call, Pledge of Allegiance, meeting agenda, and audience recognition
02. Minutes of the meeting of May 21, 2015
03. Winter Depot Restoration Project, including approval of Revision #1 of State/Municipal Agreement for a Transportation Alternatives Program Project (including transfer of funds from construction to design)
04. Public Safety Committee report, including:
 - recommendation to increase compensation for mediators in family law cases
 - payment of premium for professional liability insurance coverage for Ambulance Service Medical Director
 - recommendation for new Ambulance Service facility at Ojibwa
05. Zoning Committee report, including recommendations to approve:
 - rezoning Butterfield parcel in Town of Bass Lake (part Government Lot 3; Section 17, T 40 N, R 8 W)
 - rezoning Mika parcel in Town of Round Lake (NW1/4NE1/4, Section 18, T 41 N, R 7 W)
06. Land, Water, and Forest Resources Committee report, including replacement of shared employee - Register of Deeds Office and Land Records and County Surveyor's Department
07. Public Works Committee report, including Airport sponsor certifications
08. Health and Human Services Board report, including:
 - Health and Human Services Department request to fill vacated Alcohol and Other Drug Abuse Counselor position
09. Administration Committee recommendations, including:
 - resolution in support of de-federalization of regional consolidated revolving loan fund
 - annual memorandum of understanding with LCO regarding \$100,000 of gaming proceeds
 - filling vacant position following Accounting Manager resignation
10. Correspondence, reports from conferences and meetings, other matters for discussion only
11. Proposed settlement agreement regarding a pending adverse possession claim involving a parcel of real estate owned by Sawyer County on the Tiger Cat Flowage [The Board may convene into **closed session**, pursuant to section 19.85(1),(g), Wisconsin Statutes, to address a proposed settlement agreement regarding a pending adverse possession claim involving a parcel of real estate owned by Sawyer County on the Tiger Cat Flowage. **Note:** The Board may reconvene into open session at the end of the closed session to announce or take action on matters discussed in the closed session.]

KM

Kris Mayberry
Sawyer County Clerk

copies: Sawyer County Record, Sawyer County Gazette, WRLS, WHSM, AND WOJB

minutes of the meeting of the Administration Committee
Sawyer County Board of Supervisors
June 11, 2015; 8:30 a.m.; Assembly Room; Sawyer County Courthouse

members present: Hal Helwig (Chair) Dale Schleeter, Dean Pearson, Brian Bisonette, Dale Thompson

also present: County Board members Bill Voight and Warren Johnson, Information Technology Department Director Mike Coleson, County Administrator Tom Hoff, County Clerk Kris Mayberry

Motion by Schleeter, 2nd by Pearson, to approve the meeting agenda. Motion carried.

Motion by Schleeter, 2nd by Pearson, to approve the May 14, 2015 meeting minutes. Motion carried.

Veterans Service Department Director Renee Brown presented a written department report (copy in meeting file).

Register of Deeds Paula Chisser presented the Land, Water, and Forest Resources Committee recommendation to replace an employee for a position shared between the Register of Deeds Office and the Land Records and County Surveyor's Office. The position is vacant due to a resignation. Motion by Bisonette, 2nd by Schleeter, to recommend County Board approval to fill the position. Motion carried.

Wisconsin Department of Transportation Northwest Region Local Program Manager Bill Zimmer, Wisconsin Department of Natural Resources Regional Program Manager Ben Bergey, and Friends of the Tuscobia President Ron Pett presented information and answered questions about the Winter Depot Restoration Project and a proposed Revision #1 of a State/Municipal Agreement for the Transportation Alternatives Program Project signed by Sawyer County on March 23, 2009. The revised agreement provides for project funds to be shifted from construction costs to design costs. Mr. Zimmer indicated that the revised agreement does not obligate Sawyer County to pay additional funds beyond those obligations incurred with the 2009 agreement. Motion by Schleeter, 2nd by Pearson, to forward the issue to the County Board without a recommendation. Motion carried.

The Committee reviewed a Land, Water, and Forest Resources Committee recommendation to approve filling a position as a replacement for a retiring clerical employee in the Forestry Department. Motion by Thompson, 2nd by Bisonette, to refer the recommendation to the County Administrator. Motion carried.

The Committee reviewed an Economic Development and UW-Extension Committee recommendation to approve filling a recently vacated half-time Administrative Assistant position in the UW-Extension Department. Motion by Schleeter, 2nd by Pearson, to refer the recommendation to the County Administrator. Motion carried.

The Committee reviewed an Economic Development and UW-Extension Committee recommendation to approve hiring a former Sawyer County University of Wisconsin-Extension Office employee to work 5 hours a week in the Extension Office to perform the duties of the Administrative Assistant in the UW-Extension Department until the vacant position is filled. Motion by Pearson, 2nd by Bisonette, to refer the recommendation to the County Administrator. Motion carried.

The Committee reviewed a Health and Human Services Board recommendation to fill a vacant Alcohol and Other Drug Abuse Counselor position in the Health and Human Services Department. Motion by Pearson, 2nd by Thompson, to recommend County Board approval to fill the position. Motion carried.

The Committee discussed that Sawyer County Family Court Commissioner and Director of Family Court Services Susan Lein presented the Public Safety Committee with a request for approval to increase the amount paid contracted mediators in family law cases from \$50 per hour to \$70 per hour, and to pay mediators mileage at the rate paid to County employees. Circuit Court Judge Gerald Wright advised the Public Safety Committee that the compensation for mediators in family law cases comes from a mediation fund generated from court fees that must be spent for such purposes. The Public Safety Committee recommends approval of the request. Motion by Pearson, 2nd by Schleeter, to recommend County Board approval of the recommendation. Motion carried.

The Committee reviewed a proposal from M3 Insurance Solutions to provide professional liability insurance coverage for Sawyer County Ambulance Service Medical Director Dr. David A. Lang for the period from June 10, 2015 to June 10, 2016. The total annual premium for the coverage would be \$6,117.17. The Committee reviewed the minutes of the Sawyer County Board meeting held May 28, 2014 which approved Dr. Lang's offer to serve as the Medical Director with compensation for the services being \$500 per month and with Sawyer County to provide compensation (not to exceed \$5,000) for Dr. Lang to procure malpractice insurance. The Public Safety Committee recommends approval for payment of the \$6,117.17 premium to secure a continuation of the coverage. Motion by Thompson, 2nd by Pearson, to approve the recommendation. Motion carried.



minutes of the meeting of the Economic Development and UW-Extension Committee
Sawyer County Board of Supervisors

June 8, 2015; 8:30 a.m.; Assembly Room; Sawyer County Courthouse

members present: Tom Duffy, Bill Voight, Tweed Shuman, Warren Johnson, Dean Pearson

others present: Linda Zillmer; Sawyer County Record Reporter Frank Zufall; Northwest Regional Director Julie Keown-Bomar, Lori Laberee, and Ariga Grigoryan (UW-Extension); Hayward Lakes Visitor & Convention Bureau Executive Director Sherry Beckman; County Administrator Tom Hoff; County Board Chair Hal Helwig; County Clerk Kris Mayberry

Motion by Johnson, 2nd by Shuman, to approve the meeting agenda. Motion carried.

Motion by Johnson, 2nd by Shuman, to approve the May 11, 2015 meeting minutes. Motion Carried.

County Clerk Kris Mayberry reported that he requested that representatives of the Friends of the Tuscobia, the Wisconsin Department of Natural Resources, and the Wisconsin Department of Transportation be present at the June 11th meeting of the Administration Committee to update the Committee on progress with the redesign and rebidding of the Winter Depot Restoration Project, the financial elements of the project, and the County's commitments in funding the project, including the proposed revisions to the project's state/municipal agreement. The Committee reviewed an email from Wisconsin Department of Transportation Local Program Manager Bill Zimmer reviewing the project's recent history.

Sawyer County Agricultural Fair Association President Ron Kubarek presented information and answered questions about a proposed memorandum of understanding between the Sawyer County Agricultural Fair Association and the Sawyer County University of Wisconsin-Extension regarding the Fair program and provided a report on preparations for the 2015 Sawyer County Fair. Motion by Shuman, 2nd by Johnson, to approve the memorandum of understanding. Motion carried.

University of Wisconsin-Extension Community Natural Resource Economic Development Agent Ariga Grigoryan requested approval to expend \$350 from the advertising and promotions line of the 2015 Clean Sweep Program budget to pay for a pharmacist and a law enforcement officer to be present at the 2015 Hazardous Waste and Medication Collection event scheduled for Saturday, July 25th, at the Sawyer County Highway Department facility near Hayward. Motion by Shuman, 2nd by Pearson, to approve the request. Motion carried.

University of Wisconsin-Extension 4-H Youth Development Agent Lori Laberee presented and reviewed with the Committee an Extension publication entitled Educational Roles of County Extension Educators at County Fairs.

University of Wisconsin-Extension Northwest Regional Director Julie Keown-Bomar introduced herself and discussed her fiscal and human resources role with the Extension. Ms. Keown-Bomar reviewed the role and history of county extension offices and addressed the current State of Wisconsin budget development and its effect on county extension offices, including the option of consolidating/sharing some extension services between counties.

University of Wisconsin-Extension 4-H Youth Development Agent Lori Laberee requested approval to fill a one-half time Administrative Assistant position in the Sawyer County University of Wisconsin-Extension Office left vacant due to a recent employee resignation. Motion by Voight, 2nd by Shuman, to recommend Administrative Committee and County Board approval of the request. Motion carried. Mr. Johnson voted no.

University of Wisconsin-Extension 4-H Youth Development Agent Lori Laberee requested approval to hire a former Sawyer County University of Wisconsin-Extension Office employee to work 5 hours a week in the Extension Office to perform the duties of the Administrative Assistant until the position is filled. Motion by Johnson, 2nd by Shuman, to recommend Administrative Committee and County Board approval of the request. Motion carried.

Hayward Lakes Visitor & Convention Bureau Executive Director Sherry Beckman presented a written report, including the positive promotion of the area from having the Governor's fishing season opener in Sawyer County and that the 1st quarter of 2015 room tax revenue was the best ever.

The Committee reviewed the year-to-date Sawyer County sales and use tax report which reflected an increase in revenues each month so far in 2015 over those revenues in 2014.

The Committee reviewed the monthly department expense vouchers. Motion by Shuman, 2nd by Johnson, to approve the vouchers. Motion carried.

Motion by Shuman, 2nd by Johnson, to adjourn the meeting. Motion carried.

minutes prepared by Sawyer County Clerk Kris Mayberry



Revision #1

**STATE/MUNICIPAL AGREEMENT
FOR A TRANSPORTATION
ALTERNATIVES PROGRAM (TAP)
PROJECT**

This agreement supersedes the agreement signed by the Project Sponsor on March 23, 2009 and signed by WisDOT on April 22, 2009.

Subprogram #: 290

Program Name: TAP

Revised Date: March 20, 2015

Date: March 23, 2009

I.D.: 8461-00-00&70

Project Title: Village of Winter, Railroad Avenue

Location/Limits: CNW RR Depot

Project Length: N/A

Project Sponsor: Sawyer County

County: Sawyer

MPO Area: N/A

The signatory, Sawyer County, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law 23 U.S.C. 213.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: Restoration of the existing 1905 Winter Railroad depot to house a historical display of early railroading, logging and settlers in the community. The office of the Winter Area Chamber of Commerce Welcome Center would also be housed in the depot.

Need for or Benefits of Project – summarize reasons for request: This project would preserve the last depot along this line for future generations to enjoy and to educate visitors on the history of the area. The depot has been placed on the local historical registry via local ordinance in the Village of Winter.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: None.

The Project Sponsor agrees to the following State Fiscal Year 2009-2011 TAP project funding conditions: All project sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$303,513.60 for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$303,513.60 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

This project is subject to a DBE goal assessment of 5% of the Construction project costs. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the project sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: September 2008

Commencement deadline: July 1, 2014

Completion deadline: July 1, 2021

The project commencement deadline is fixed by statute, and may not be extended.

The subject project must be completed by July 1, 2021, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

| PHASE | SUMMARY OF COSTS | | | | |
|-------------------------------------|---------------------|---------------------|------------|-----------------------|------------|
| | Total Est. Cost | Federal Funds | % | Project Sponsor Funds | % |
| ID 8461-00-00 | | | | | |
| Design | \$100,700.00 | \$80,560.00 | 80%* | \$20,140.00 | BAL* |
| Design Review # | \$5,000.00 | \$4,000.00 | 80%* | \$1,000.00 | BAL* |
| ID 8461-00-70 | | | | | |
| Participating Construction | \$259,692.00 | \$207,753.60 | 80%* | \$51,938.40 | BAL* |
| Participating Construction Review # | \$14,000.00 | \$11,200.00 | 80%* | \$2,800.00 | BAL* |
| Non-Participating Construction | | | 0% | | 100% |
| Total Est. Cost Distribution | \$379,392.00 | \$303,513.60 | MAX | \$75,878.40 | N/A |

*This project has a TAP federal funding maximum of \$303,513.60. This maximum is cumulative for all federally funded project phases.
Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 3– 10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

| | | |
|--|-------|------|
| Signed for and in behalf of: Sawyer County (please sign in blue ink.) | | |
| Name | Title | Date |
| Signed for and in behalf of the State: | | |
| Name | Title | Date |

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program, including but not limited to 23 U.S.C. 213 and Wis. Stat. 85.021.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Preliminary Engineering.
 - i. Management Consultant and State Review Services.
 - j. Other TAP items: Work necessary to restore the structure of the depot and bring it into compliance with federal, state and local code.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.

9. The work eligible for federal and state participation will be administered by the Project Sponsor. The project sponsor is an eligible recipient of these grant funds pursuant to Wisconsin Statute 85.021 and federal law at 23 U.S.C. 213.
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
12. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
13. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
14. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
15. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
16. This project is subject to a DBE goal assessment of 5% of the Construction project costs.
17. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
18. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
19. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
20. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
21. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

22. Federal Single Audits of the Project Sponsor:

- a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).
- b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
- c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

23. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

24. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

25. When applicable to the project, the Project Sponsor will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.

- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

26. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by July 1, 2021, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

32. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

33. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party

beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. The Project Sponsor agrees to the following State Fiscal Year 2009-2011 TAP project funding conditions:
 - a. ID 8461-00-00: Design and any related review costs are funded with 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. This includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. Real estate and any related review costs are funded 100% by the Project Sponsor. Real estate acquisition is 100% the responsibility of the Project Sponsor.
 - c. ID 8461-00-70, Construction:
 - i. Costs for railroad depot restoration and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap.
 - d. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of \$303,513.60 is cumulative for all federal funded project phases. The Sponsor is responsible for all project costs exceeding the federal maximum.

[End of Document]

04. Economic Development and Planning Committee Chair Shirley Riedmann presented the Committee's recommendation to approve the proposed project sponsor's agreement for the Winter Depot project through the Wisconsin Department of Transportation Division of Transportation System Development Transportation Enhancements Program. The project includes the restoration of the existing 1905 Winter railroad depot to house a historical display of early railroading, logging, and settlers in the Winter community. The office of the Winter Area Chamber of Commerce welcome center would also be housed in the depot. The proposed sponsor's agreement outlines the sponsor's responsibilities in relation to the project. A letter from the Friends of the Tuscobia, dated April 16, 2008, summarizes the responsibilities being assumed by the Friends of the Tuscobia Trail in relation to the project. Friends of the Tuscobia President Ron Petit presented information about the status of the Winter Depot project and presented the financial and insurance information provided by the Friends of the Tuscobia. At the March 6, 2009 Economic Development and Planning Committee meeting Wisconsin Department of Transportation Northwest Region Local Project Manager William Zimmer explained that he would provide oversight for the design and construction of the project. Motion by Zietlow, 2nd by Bassett, to approve the Economic Development and Planning Committee recommendation to approve the Winter Depot project sponsor's agreement. Motion carried.

05. Forestry Committee Chair James Bassett presented the recommendation of the Forestry Committee to approve the following resolution:

RESOLUTION #2-2009

RESOLUTION FOR OUTDOOR RECREATION AIDS

WHEREAS, Sawyer County is interested in acquiring or developing lands for public outdoor recreation purposes as described in the applications; and

WHEREAS, financial aid is required to carry out the project;

THEREFORE, BE IT RESOLVED, that Sawyer County has budgeted a sum sufficient to complete the project or acquisition and

HEREBY AUTHORIZES the Sawyer County Forest Administrator or his designee to act on behalf of Sawyer County to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Sign documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that Sawyer County will comply with state or federal rules for the programs to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

IMPORTANT NOTE: The DNR expects the individual authorized by this resolution to become familiar with the applicable grant program's procedures for the purpose of taking the necessary actions to undertake, direct and complete the approved project. This includes acting as the primary contact for the project, submitting required materials for a complete grant application, carrying out the acquisition or development project (eg., obtaining required permits, noticing, bidding, following acquisition guidelines, etc.) , and closing the grant project (eg., submitting grant reimbursement forms and documentation, and organization of project files for future monitoring of compliance with grant program).

Motion by Vitcenda, 2nd by Olson, to approve the recommendation. Motion carried.

Forestry Committee Chair James Bassett presented the Committee's recommendation to approve assigning ordinance numbers to the County Owned Land Ordinance, the Firewood Permit Ordinance, and the Recreational Sign Ordinance. These ordinances were part of the 15 Year Plan of the Sawyer County Forest approved by the Sawyer County Board October 20, 2005. Ordinance numbers are necessary for the issuance of citations for violations of the ordinances. Motion by McCoy, 2nd by Johnson, to table consideration of the recommendation until completion of the Sawyer County Forest Access Management Plan and to allow for the correction of typographical errors in the ordinances. Motion carried. Mr. Zietlow voted no.

minutes of the meeting of the Economic Development and Planning Committee
March 6, 2009, 9:00 a.m.

Assembly Room, Sawyer County Courthouse

members present: Shirley Riedmann (Chair), Warren Johnson, Hal Helwig, Dale Schleeter (for Ken Maki)

others present: Wisconsin Department of Transportation Northwest Region Local Project Manager William Zimmer, Friends of the Tuscobia Trail President Ron Petit, Scott Allen and Liz Metcalf (Sawyer County Development Corporation), Don Mrotek (ATV and Snowmobile Alliance), Marshall Ruegger (Town of Ojibwa), Terrell Boettcher (Sawyer County Record), Sawyer County Clerk Kris Mayberry

Motion by Riedmann, 2nd by Helwig, to approve the meeting agenda. Motion carried.

Motion by Helwig, 2nd by Riedmann, to approve the minutes of the February 6, 2008 meeting. Motion carried.

The Committee reviewed the proposed project sponsor's agreement for the Winter Depot project through the Wisconsin Department of Transportation Division of Transportation System Development transportation enhancements program. The project includes the restoration of the existing 1905 Winter railroad depot to house a historical display of early railroading, logging, and settlers in the Winter community. The office of the Winter Area Chamber of Commerce welcome center would also be housed in the depot. The proposed sponsor's agreement outlines the sponsor's responsibilities in relation to the project. A letter from the Friends of the Tuscobia, dated April 16, 2008, summarizes the responsibilities being assumed by the Friends of the Tuscobia Trail in relation to the project. The Economic Development and Planning Committee recommended, in February, County Board approval of the proposed sponsor's agreement conditioned on the Friends of the Tuscobia providing Sawyer County with satisfactory financial information as an assurance for their commitments. At the County Board meeting held February 19, 2009, several County Board members expressed concern that they had not received or had the opportunity to review the financial information requested from the Friends of the Tuscobia. The County Board tabled consideration of the sponsor's agreement until the March County Board meeting.

Friends of the Tuscobia President Ron Petit presented information about the status of the Winter Depot project and presented the financial and insurance information provided by the Friends of the Tuscobia. Wisconsin Department of Transportation Northwest Region Local Project Manager William Zimmer explained that he would provide oversight for the design and construction of the project. The Committee discussed the sources of funds for the project and discussed with Mr. Petit and Sawyer County Development Corporation Executive Director Scott Allen whether federal economic stimulus funds might be available to assist with funding the project.

Motion by Helwig, 2nd by Riedmann, to recommend County Board approval of the Winter Depot project sponsor's agreement. Motion carried.

PORTION OF:

Minutes of the meeting of the Sawyer County Board of Supervisors
Thursday, March 20, 2008, 6:30 p.m., Large Courtroom, Sawyer County Courthouse

Chairman Hal Helwig called the March meeting of the Sawyer County Board of Supervisors to order. Roll call was as follows:

| <u>present</u> | <u>district</u> | <u>supervisor - T = Town, V = Village, C = City, W = Ward</u> |
|----------------|-----------------|---|
| x | 01 | Dale Schleeter – T of Lenroot W 1 and 2 |
| x | 02 | Kathy McCoy – T of Lenroot W 3, T of Round Lake W 1, T of Spider Lake |
| x | 03 | Patricia Aderman – T of Hayward W 3 and 4 |
| x | 04 | Arlene Mizerka – T of Hayward W 1 and 2 |
| x | 05 | Fred Zietlow – T of Hayward W 5 and 6 |
| | 06 | Nate DeLong – C of Hayward W 1 and 2 |
| x | 07 | Shirley Riedmann – C of Hayward W 3 and 4 |
| x | 08 | Doug Mrotek – T of Bass Lake W 1 and 2 |
| x | 09 | Bruce Miller – T of Bass Lake W 3 and 4 |
| x | 10 | Hal Helwig – T of Couderay W 2, T of Sand Lake |
| x | 11 | James Bassett – T of Couderay W 1, T of Edgewater, T of Meteor, V of Couderay |
| x | 12 | Ron Kinsley – T of Hunter W 2, T of Ojibwa, T of Radisson W 1, V of Radisson |
| x | 13 | Melvin Olson – T of Draper, T of Hunter W 1, T of Round Lake W 2, T of Winter W 2 |
| x | 14 | Robert Vitcenda – T of Meadowbrook, T of Radisson W 2, T of Weirgor, V of Exeland |
| x | 15 | William Voight – T of Winter W 1, V of Winter |

Economic Development and Planning Committee Chair Bruce Miller presented the Economic Development and Planning Committee and the Finance Committee recommendation to approve the request of the Friends of the Tuscobia that Sawyer County sponsor an application for a Wisconsin Department of Transportation Statewide Multi-Modal Improvement Program grant to fund the restoration of the Winter Train Depot in the Village of Winter. Ron Petit, on behalf of the Friends of the Tuscobia, had indicated that the Friends of the Tuscobia anticipates raising 20% of the total estimated project cost of \$350,000 to \$400,000 as project matching funds from private contributions. Sawyer County, as the project sponsor, would be responsible for any project cost over-runs and for the payment of the project costs until reimbursement for the costs is received from the grant proceeds. The Depot is located adjacent to the State of Wisconsin Tuscobia Recreational Trail. The recommendation for approval of the request is conditioned upon the Wisconsin Department of Transportation Statewide Multi-Modal Improvement Program grant application being approved and upon all of the matching funds being raised from private donations. Motion by Miller, 2nd by Voight, to approve the recommendation. Motion carried. Mr. Schleeter voted no.



Division of Transportation
System Development
Northwest Region – Superior Office
1701 N 4th St.
Superior, WI 54880-1068

Jim Doyle, Governor
Frank J. Busalacchi, Secretary
Internet: www.dot.wisconsin.gov

Telephone: 715-392-7925
Toll Free: 800-590-1868
Facsimile (FAX): 715-392-7863
E-mail: superior.dtd@dot.state.wi.us

February 3, 2009

KRIS MAYBERRY, CLERK
SAWYER COUNTY
PO BOX 836
HAYWARD, WI 54843

Subject: Local project agreement for recently approved
enhancement project #8461-00-00/70

Dear Ms Mayberry:

Enclosed are three (3) copies of the local project agreement for the recently approved Winter Depot project #8461-00-00/70.

Please sign all three copies of the agreement and return two (2) copies to me for approval. If you have any questions about the agreement please feel free to contact me at 715-392-7994 or by email at glenn.landis@dot.wisconsin.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Glenn R. Landis".

Glenn R. Landis, PE
Program Coordinator
WisDOT Northwest Region – Superior Office

Enclosures

Federal/State/Project Sponsor Transportation Enhancements (TE) Program Project Agreement

Project ID: 8461-00-00/70 County: Sawyer Municipality: Village of Winter

Project Name: Winter Depot Project

Limits (if applicable): Project is located along the existing Tuscobia State Trail where it intersects CTH W in the Village of Winter. The depot is located on the south side of the trail.

The signatory Project Sponsor, through its undersigned duly authorized officers or officials, and WisDOT enter into this agreement to accomplish the described project.

The authority for the Project Sponsor and WisDOT to enter into this agreement is provided by the Wis. Stats. 66.0301 and 86.25.

The payment period for each project phase (e.g., design, real estate, construction) shall begin with written authorization by WisDOT to the Project Sponsor.

Needs and Estimate Summary:

Description of the project: Restoration of the existing 1905 Winter Railroad depot to house a historical display of early railroading, logging and settlers in the community. The office of the Winter Area Chamber of Commerce Welcome Center would also be housed in the depot. This project would preserve the last depot along this line for future generations to enjoy and to educate visitors on the history of the area. The depot has been placed on the local historical registry via local ordinance in the Village of Winter.

| | Estimated Cost | | | | |
|---|----------------------------|-------------|----|-----------------------------|----|
| | Total Estimated Cost | TE Funds | % | Project Sponsor Funds | % |
| Design: | \$60,800.00 | \$48,640.00 | 80 | \$12,160.00 | 20 |
| Consultant Review: | \$3,000.00 | \$2,400.00 | 80 | \$600.00 | 20 |
| State Review + Pro- ratable: | \$1,317.00 | \$1,053.60 | 80 | \$263.40 | 20 |

| | | | | | |
|------------------------------------|---------------------|---------------------|-----------|--------------------|-----------|
| Construction: | \$300,000.00 | \$240,000.00 | 80 | \$60,000.00 | 20 |
| Consultant Review: | \$13,000.00 | \$10,400.00 | 80 | \$2,600.00 | 20 |
| State Review + Pro-ratable: | \$1,275.00 | \$1,020.00 | 80 | \$255.00 | 20 |
| Total Cost | \$379,392.00 | \$303,513.60 | 80 | \$75,878.40 | 20 |

Distribution:

This request is subject to the terms and conditions that follow (see pages 3-6) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon acceptance by WisDOT shall constitute agreement between the Project Sponsor and WisDOT.

The TE funding is capped at the total amount of federal funds **\$303,513.60**. This project is subject to a DBE goal assessment of **5%** of the Construction project cost - **\$15,000**.

The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

Signed for and in behalf of the Project Sponsor(s): **Sawyer County**

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| Name | Title | Date |
| _____ | _____ | _____ |
| Name | Title | Date |
| _____ | _____ | _____ |
| Name | Title | Date |

Terms and Conditions:

1. The initiation and accomplishment of the improvement will be subject to the applicable State and Federal laws, rules, and regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Transportation Project Implementation*.
2. The construction of the enhancement will be in accordance with the appropriate standards unless an exception to standards is granted by the Federal Government or WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
3. The project sponsor will assume all responsibility for complying with germane environmental requirements for the project.
4. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder. All contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
5. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Section 1404(e) of SAFETEA-LU.
6. The Project Sponsor will assume all responsibility for complying with the applicable Disadvantaged Business Enterprise (DBE) goal assigned to this project. The DBE goal is waived if the Project Sponsor constructs the project with its own permanent staff and if the project is not subcontracted out.
7. The maximum participation of Federal financing will be limited to 80% of the actual eligible project cost or the Total Cost Distribution of Transportation Enhancements Funds, as shown on pages 1 and 2 of this agreement, whichever is less.
8. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and WisDOT submittals and approvals contained in these instructions and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and WisDOT and will furnish copies thereof when requested.
9. Federal Single Audits of the Project Sponsor:

- a) The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See federal Office of Management and Budget (OMB) Circular No. A-133.)
- b) This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
- c) The Project Sponsor will keep records of costs of construction, inspection tests and maintenance done by it to enable the federal government and the state to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

10. State Disbursements:

- a) Payment by WisDOT to the Project Sponsor shall be made on a quarterly basis upon presentation of vouchers for expenditures incurred during prior quarterly periods of the project duration subject to the allowable maximum payment, as referenced above in Section 7.
- b) A final adjustment of state payments will be made upon completion of WisDOT's audit of the project. If WisDOT's audit establishes that WisDOT paid more than its share of the eligible project costs, the Project sponsor shall refund to WisDOT upon demand a sum equal to the overpayment.

11. The Project Sponsor will maintain, at its own costs and expense, all portions of the project that lie within its jurisdiction.

12. In connection with the performance of work under this Project Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as define in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

13. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the Department for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Department; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

- a) The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
- b) Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

14. No term or provision of the Project Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing signed by both parties to the Project Agreement.
15. The project must be completed within three years from the acceptance date of the Project Agreement by WisDOT central office. Extensions are available upon approval of a written request by the Project Sponsor to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
16. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b) Have not, within a three year period preceding this agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
 - d) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
 - e) That all grantees or contractors, also known as lower tier participant as that term is used in 49 CFR Part 29, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment have been declared ineligible, or have voluntarily been excluded from participation in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

March 12, 2009

Sawyer County Finance Committee and
Greater Sawyer County Board of Supervisors
C/o Warren Johnson
Sawyer County Supervisor
10610 Main
Hayward, WI 54843

Dear Finance Committee and Sawyer County Board Supervisors:

I have been asked to draw up a summary related to the present financial readiness of The Friends of the Tuscobia Trail to participate with Sawyer County in restoring the historic Winter Railroad Depot. I will outline a brief history of our financial performance related to Phase I and Phase II of the restoration process and conclude with our present capabilities to continue on with phase III, which involves the DOT te award.

In short, phase I involved landscaping and site preparation, laying a cement slab and preparing the depot for moving approximately 100 yards north to its present location along the Tuscobia Trail. Our financial plan was to solicit and obtain \$10,000 in cash and pursue ownership of the Winter Depot itself. We were successful with both plans. With these assets, we were able to qualify and apply for our first Knowles-Nelson Stewardship grant from the DNR. Our \$10,000 cash and \$10,000 value of the depot was sufficient to match \$20,000 from the DNR to help with this phase.

Closely allied to these steps was Phase II. In this phase, we moved the depot to the new cement slab, positioned it, laid a cement retaining wall and had related site work completed. Our financial planning involved soliciting \$7645 in cash and an equal amount of combined in-kind volunteer hours and materials. We were successful in doing this and were awarded \$15,290 from the DNR for our second Knowles-Nelson Stewardship grant. All of the steps have been completed and the depot has been moved, the wall laid and backfill completed. We will complete our in-kind volunteer hours in April of 2009, thus successfully completing this phase.

This past year we were successful in gaining the support of the DNR to where they agreed to contribute \$50,000 in cash to help us qualify for a DOT te historic preservation

Friends of the Tuscobia Trail, Inc
PO Box 24
Winter, WI 54896

Balance Sheet

As of 3/18/2009

Assets

Current Assets

| | | |
|--|----------|--|
| Bank | 3162.32 | |
| Friends of The Tuscobia Trail, Inc savings | 7154.51 | |
| Friends of The Tuscobia Trail, Inc. checking | 5152.93 | |
| Accounts Receivable | 0 | |
| Total Current Assets | 15469.76 | |

| | | |
|--------------|--|------------------|
| Total Assets | | <u>15,469.76</u> |
|--------------|--|------------------|

Liabilities and Equity

Total Liabilities

Equity

| | | |
|-------------------|----------|------------------|
| Net Income | 3836.86 | |
| Retained Earnings | 11470.58 | |
| Unresolved Equity | 162.32 | |
| Total Equity | 15469.76 | <u>15,469.76</u> |

| | | |
|------------------------------|--|------------------|
| Total Liabilities and Equity | | <u>15,469.76</u> |
|------------------------------|--|------------------|

Friends of the Tuscobia Trail, Inc
PO Box 24
Winter, WI 54896

Balance sheet

As of 6/30/2008

Assets

Current Assets

| | |
|--|----------|
| Bank | 3162.32 |
| Friends of The Tuscobia Trail, Inc savings | 10643.17 |
| Friends of The Tuscobia Trail, Inc. checking | 2115.44 |
| Total Current Assets | 15920.93 |

| | |
|--------------|-----------------|
| Total Assets | <u>15920.93</u> |
|--------------|-----------------|

Liabilities and Equity

| | |
|-------------------|---|
| Total Liabilities | 0 |
|-------------------|---|

Equity

| | |
|-------------------|-----------------|
| Net Income | -1412.72 |
| Retained Earnings | 17171.33 |
| Unresolved Equity | 162.32 |
| Total Equity | <u>15920.93</u> |

| | |
|------------------------------|-----------------|
| Total Liabilities and Equity | <u>15920.93</u> |
|------------------------------|-----------------|

Friends of the Tuscobia Trail, Inc
PO Box 24
Winter, WI 54906

Balance Sheet

As of 6/30/2007

Assets

Current Assets

| | |
|--|----------|
| Bank | 3162.32 |
| Friends of The Tuscobia Trail, Inc savings | 21396.12 |
| Friends of The Tuscobia Trail, Inc. checking | 459.91 |
| Total Current Assets | 25018.35 |

| | |
|--------------|-----------------|
| Total Assets | <u>25018.35</u> |
|--------------|-----------------|

Liabilities and Equity

| | |
|-------------------|---|
| Total Liabilities | 0 |
|-------------------|---|

Equity

| | |
|-------------------|-----------------|
| Net Income | 14798.52 |
| Retained Earnings | 10057.51 |
| Unresolved Equity | 162.32 |
| Total Equity | <u>25018.35</u> |

| | |
|------------------------------|-----------------|
| Total Liabilities and Equity | <u>25018.35</u> |
|------------------------------|-----------------|

Friends of the Tuscobia Trail, Inc
PO Box 24
Winter, WI 54896

Balance Sheet

As of 6/30/2006

Assets

Current Assets

Friends of The Tuscobia Trail, Inc. checking

364.58

Total Current Assets

364.58

Total Assets

364.58

Liabilities and Equity

Total Liabilities

0

Equity

Net Income

364.58

Total Equity

364.58

Total Liabilities and Equity

364.58



... a Trail for all Time

www.winterwi.com ❖ 715.266.2444 ❖ fott@winterwi.com

April 16, 2008

Sawyer County Board of Supervisors
C/O Kris Mayberry, County clerk
P.O. Box 836
Hayward, WI 54843

Dear Kris and Sawyer County Board of Supervisors:

This letter is a summary of the responsibilities being assumed by the Friends of the Tuscobia Trail related to the DOT reimbursement program being pursued in cooperation with Sawyer County for the purpose of renovating the Winter Depot.

The following items relate specifically to item 11 in the Wisconsin Department of Transportation's Statewide Multi-Modal Improvement Program, Transportation Enhancement application for FYs 2009-2011.

It is understood that The Friends of the Tuscobia Trail, Inc., are responsible for securing the 20% seed money for this program, as outlined in 11,a.

It is understood that The Friends of the Tuscobia Trail, Inc., will be responsible for not beginning any work or incurring costs for any part of this project until federal reimbursement funds are available, as outlined in 11, b.

It is understood that The Friends of the Tuscobia Trail, Inc., will be responsible for following all applicable federal and state regulations required for each phase of the project. These criteria will be followed exactly through the guidance of the ABF selected architectural firm employed by The Friends group to oversee the project. This will include competitive procurement of construction services, US Department of the Interior standards for historic buildings, other guiding criteria found in the Facilities Development Manual and compliance with all federal and state regulations.

It is understood that The Friends of the Tuscobia Trail, Inc., will be responsible for facilitating the signing of a memorandum of agreement between The Wisconsin Department of Natural Resources (DNR) and Sawyer County that will spell out the following:

- The DNR, who will ultimately take over ownership of the Depot, will agree to maintain the project (To include provision of utility services, payment of applicable taxes, snow removal, maintaining the physical structure, maintain grounds around building site etc.) in perpetuity. Sawyer County is not responsible for maintaining the Depot or grounds or any of the services described above.

Page 2

Sawyer County Board of Supervisors
Letter of Understanding
Winter Depot Project
April 16, 2008

It is understood that The Friends of the Tuscobia Trail, Inc., will be responsible for including in their 20% seed for this project, the amount needed to cover the State Delivery and Oversight costs by WisDOT staff and their agents. We understand that this amount could be 10% or more of our initial estimate for the project. For the purposes of our application, as the estimate was \$328,800, we have included \$32,800 for this fee.

This concludes the summary of items the The Friends of the Tuscobia Trail, Inc. agree to be responsible for.

Respectfully,



Ronald T. Petit
President, Friends of the Tuscobia Trail, Inc.



Laurie Martin
Secretary, Friends of the Tuscobia Trail, Inc.



Donna Tveten
Treasurer, Friends of the Tuscobia Trail, Inc.



Tony Martin
Board Member, Friends of the Tuscobia Trail, Inc.



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary
John Gozdziński, Regional Director

Ladysmith Service Center
N4103 Hwy 27
Ladysmith, Wisconsin 54848
Telephone 715-532-4372
FAX 715-532-4901
TTY Access via relay - 711

March 10, 2008

Glenn Landis
Wisconsin Dept. of Transportation
1701 North 4th Street
Superior, WI 54880

Dear Mr. Landis:

This letter is to advise you that the Department of Natural Resources (DNR) fully supports the efforts of the Friends of Tuscobia Trail (FOTT) in the restoration of the Winter depot. We understand that at some point FOTT will donate the restored depot to the DNR at which time the DNR will maintain the building in perpetuity for the life of the building. The department has also advised the sponsor, Sawyer County, of the same.

The DNR has also set aside \$50,000 as match money to be used for part of the necessary 20% match for this Multi-modal Transportation Enhancement project.

Please feel free to contact me for any assistance I can offer.

Sincerely,

Tim Miller
Regional Park, Trail and Recreation Manager
Northern Region

minutes of the meeting of the **Public Safety Committee**
Sawyer County Board of Supervisors
June 9, 2015; 8:30 a.m.; Assembly Room; Sawyer County Courthouse

members present: Fred Zietlow (Chair), Bill Voight, Dale Schleeter, Jim Bassett

Others present: County Board Chair Hal Helwig, Sawyer County Administrator Tom Hoff, County Board member Warren Johnson, Chief Deputy Sheriff Brigitte Kornbroke, Jail Administrator Joe Sajdera, Emergency Management Department Director Pat Sanchez, Ambulance Service Department Director Eric Nilson, Sawyer County Coroner Dave Dokkestul, Frank Zufall (Sawyer County Record)

Motion by Bassett, 2nd by Schleeter, to approve the agenda as presented. Motion carried.

Motion by Voight, 2nd by Bassett, to approve the May 12, 2015, meeting minutes. Motion carried.

Sawyer County Family Court Commissioner and Director of Family Court Services Susan Lein requested approval to increase the amount paid contracted mediators in family law cases from \$50 per hour to \$70 per hour, and to pay mediators mileage at the rate paid to County employees. Circuit Court Judge Gerald Wright indicated that the compensation for mediators in family law cases comes from a mediation fund generated from court fees that must be spent for such purposes. Motion by Voight, 2nd by Bassett, to recommend Administration Committee and County Board approval of the request. Motion carried.

Circuit Court Judge Gerald Wright provided an update on meetings of the Criminal Justice Coordinating Committee.

The Committee reviewed a written monthly department report provided by Clerk of Court/Register in Probate Claudia Burgan.

The Committee reviewed a written monthly department report provided by Child Support Department Director Sandy Okamoto.

The Committee discussed that the County Board, at their meeting held May 21, 2015, approved a Sheriff's Department recommendation for the starting hourly wage for full-time and part-time Jailers and Dispatchers to be \$17.50 and that this may require a review of the \$15 hourly wage for part-time Patrol Deputy positions. Motion by Scheeter, 2nd by Bassett, to request County Administrator Tom Hoff to develop a policy for consideration of employee wage adjustments for use in addressing the compensation of part-time Jailers and Dispatchers, and other positions of the County. Motion carried.

Chief Deputy Sheriff Brigitte Kornbroke requested consideration for Sheriff's Department field training officers to be compensated. The Committee determined to refer the request to County Administrator Tom Hoff for review.

The Committee reviewed the following requests for approval to travel for training:

- June 11: Deputy Darin Jensen and Deputy Amber Al-Moghrabi to Eau Claire for Negotiations training
 - June 14-16: K-9 Deputy Nick Al-Moghrabi to Cloquet for K-9 Trials
 - June 15-18: Deputy House and Deputy Hoehne to Appleton for School Resource Officer conference
 - June 15-16: Det. Deyo and Sgt. Ripczinski to Waunakee for Smith & Wesson Armorer's Course
 - August 2-7: Truancy Deputy Jeff Hoehne and Sergeant Greg Ripczinski to Maryland for FEMA School Safety training
 - August 4-6: Deputy Darin Jensen, Deputy Ian Hall and Deputy Casey Culhane to Rice Lake for Intox school
 - August 19-21: Det. Thorhaug to Green Bay for Wisconsin Narcotics Officers' Training Conference
- Motion by Voight, 2nd by Bassett, to approve the requests. Motion carried.

Sheriff's Department Jail Administrator Joe Sajdera presented and reviewed with the Committee a daily jail population report.

Sawyer County Coroner Dave Dokkestul presented and reviewed with the Committee a written monthly department report (copy in meeting file. Motion by Bassett, 2nd by Zietlow, to accept the report. Motion carried.

Emergency Management Department Director Pat Sanchez presented and reviewed with the Committee a written monthly department report (copy in meeting file), including that her application for a full-time (32 hours a week) Americore employee (to assist with the duties of the Emergency Management Department) was approved with no cost of the employee to Sawyer County.

Ambulance Service Department Director Eric Nilson presented and reviewed with the Committee a written monthly department report (copy in meeting file).

The Committee reviewed a proposal from M3 Insurance Solutions to provide professional liability insurance coverage for Sawyer County Ambulance Service Medical Director Dr. David A. Lang for the period from June 10, 2015 to June 10, 2016. The total annual premium for the coverage would be \$6,117.17. The Committee reviewed the minutes of the Sawyer County Board meeting held May 28, 2014 which approve Dr. Lang's offer to serve as the Medical Director with compensation for the services being \$500 per month and with Sawyer County to provide compensation (not to exceed \$5,000) for Dr. Lang to procure malpractice insurance. Motion by Bassett, 2nd by Zietlow, to approve payment of the \$6,117.17 premium to secure a continuation of the coverage. Motion carried.

The Committee discussed options being considered by a sub-committee of the Public Safety Committee (Bill Voight, Dale Schleeter, and Dale Thompson) to review the options for the location of Ambulance Service Department facilities in southern Sawyer County. Mr. Schleeter and Mr. Voight indicated to the Committee that due to run volume data and other information the sub-committee recommends Ojibwa as the location for those facilities. Motion by Schleeter, 2nd by Zietlow, to recommend approval of the sub-committee recommendation to the County Board. Motion carried. Mr. Bassett voted no.

The Committee reviewed the monthly department vouchers as presented. Motion by Zietlow, 2nd by Voight, to approve the vouchers. Motion carried.

Motion by Bassett, 2nd by Schleeter, to adjourn the meeting. Motion carried.

minutes prepared by Sawyer County Clerk Kris Mayberry

minutes of the meeting of the Administration Committee
Sawyer County Board of Supervisors
June 11, 2015; 8:30 a.m.; Assembly Room; Sawyer County Courthouse

members present: Hal Helwig (Chair) Dale Schleeter, Dean Pearson, Brian Bisonette, Dale Thompson

also present: County Board members Bill Voight and Warren Johnson, Information Technology Department Director Mike Coleson, County Administrator Tom Hoff, County Clerk Kris Mayberry

Motion by Schleeter, 2nd by Pearson, to approve the meeting agenda. Motion carried.

Motion by Schleeter, 2nd by Pearson, to approve the May 14, 2015 meeting minutes. Motion carried.

Veterans Service Department Director Renee Brown presented a written department report (copy in meeting file).

Register of Deeds Paula Chisser presented the Land, Water, and Forest Resources Committee recommendation to replace an employee for a position shared between the Register of Deeds Office and the Land Records and County Surveyor's Office. The position is vacant due to a resignation. Motion by Bisonette, 2nd by Schleeter, to recommend County Board approval to fill the position. Motion carried.

Wisconsin Department of Transportation Northwest Region Local Program Manager Bill Zimmer, Wisconsin Department of Natural Resources Regional Program Manager Ben Bergey, and Friends of the Tuscobia President Ron Petit presented information and answered questions about the Winter Depot Restoration Project and a proposed Revision #1 of a State/Municipal Agreement for the Transportation Alternatives Program Project signed by Sawyer County on March 23, 2009. The revised agreement provides for project funds to be shifted from construction costs to design costs. Mr. Zimmer indicated that the revised agreement does not obligate Sawyer County to pay additional funds beyond those obligations incurred with the 2009 agreement. Motion by Schleeter, 2nd by Pearson, to forward the issue to the County Board without a recommendation. Motion carried.

The Committee reviewed a Land, Water, and Forest Resources Committee recommendation to approve filling a position as a replacement for a retiring clerical employee in the Forestry Department. Motion by Thompson, 2nd by Bisonette, to refer the recommendation to the County Administrator. Motion carried.

The Committee reviewed an Economic Development and UW-Extension Committee recommendation to approve filling a recently vacated half-time Administrative Assistant position in the UW-Extension Department. Motion by Schleeter, 2nd by Pearson, to refer the recommendation to the County Administrator. Motion carried.

The Committee reviewed an Economic Development and UW-Extension Committee recommendation to approve hiring a former Sawyer County University of Wisconsin-Extension Office employee to work 5 hours a week in the Extension Office to perform the duties of the Administrative Assistant in the UW-Extension Department until the vacant position is filled. Motion by Pearson, 2nd by Bisonette, to refer the recommendation to the County Administrator. Motion carried.

The Committee reviewed a Health and Human Services Board recommendation to fill a vacant Alcohol and Other Drug Abuse Counselor position in the Health and Human Services Department. Motion by Pearson, 2nd by Thompson, to recommend County Board approval to fill the position. Motion carried.

The Committee discussed that Sawyer County Family Court Commissioner and Director of Family Court Services Susan Lein presented the Public Safety Committee with a request for approval to increase the amount paid contracted mediators in family law cases from \$50 per hour to \$70 per hour, and to pay mediators mileage at the rate paid to County employees. Circuit Court Judge Gerald Wright advised the Public Safety Committee that the compensation for mediators in family law cases comes from a mediation fund generated from court fees that must be spent for such purposes. The Public Safety Committee recommends approval of the request. Motion by Pearson, 2nd by Schleeter, to recommend County Board approval of the recommendation. Motion carried.

The Committee reviewed a proposal from M3 Insurance Solutions to provide professional liability insurance coverage for Sawyer County Ambulance Service Medical Director Dr. David A. Lang for the period from June 10, 2015 to June 10, 2016. The total annual premium for the coverage would be \$6,117.17. The Committee reviewed the minutes of the Sawyer County Board meeting held May 28, 2014 which approved Dr. Lang's offer to serve as the Medical Director with compensation for the services being \$500 per month and with Sawyer County to provide compensation (not to exceed \$5,000) for Dr. Lang to procure malpractice insurance. The Public Safety Committee recommends approval for payment of the \$6,117.17 premium to secure a continuation of the coverage. Motion by Thompson, 2nd by Pearson, to approve the recommendation. Motion carried.

The Committee reviewed the following proposed resolution received from the Northwest Regional Planning Commission:

Resolution # -2015
Resolution In Support of Continued De-federalization
of the Regional Consolidated Revolving Loan Fund

WHEREAS, many Sawyer County municipalities voluntarily transferred the assets of the Community Development Block Grant (CDBG) funded Revolving Loan Fund to the Northwest Wisconsin Regional Economic Development Fund (NWREDF) in order to allow the businesses in Sawyer County greater access to a more flexible source of business financing and enhance economic development in the Northwestern Region of Wisconsin; and

WHEREAS, staff of the Northwest Regional Planning Commission followed the guidance and direction provided by the Wisconsin Department of Commerce (DOC) and the Department of Housing and Urban Development (HUD) in developing the process to consolidate and de-federalize the municipal the municipal revolving loan funds in the NWREDF as outlined in the Memorandum of Understanding executed in April 2006; and

WHEREAS, starting in 2011, administration of the CDBG program at the state level was transferred from DOC to the Wisconsin Economic Development Corporation (WEDC), and then to the Wisconsin Department of Administration (DOA) in July 2013; and

WHEREAS, on April 27, 2015 DOA notified the NWREDF that HUD has determined that the proper de-federalization process was not followed and that all existing cash and future consolidated loan fund repayments thereby must be considered federal and must adhere to all accompanying federal rules and requirements; and

WHEREAS, Sawyer County does not agree with the DOA and HUD ruling because the process of de-federalization was originally provided by DOC and HUD;

WHEREAS, having to administer the Consolidated Revolving Loan Fund with the existing federal guidelines will minimize the funds usefulness to businesses in that the federal requirements are restrictive and burdensome; and

NOW, THEREFORE, BE IT RESOLVED, that the Sawyer County Board of Supervisors encourages DOA and HUD to reconsider their ruling and allow the Consolidated Revolving Loan Fund proceeds to continue in their de-federalized status. This de-federalization is necessary and vital to Northwest Wisconsin businesses as they seek to add jobs and investment to the regional economy.

Motion by Schleeter, 2nd by Pearson, to recommend County Board approval of the resolution. Motion carried.

The Committee reviewed a proposed intergovernmental memorandum of understanding between Sawyer County and the Lac Court Oreilles Band of Lake Superior Chippewa Indians (LCO) confirming the understanding that \$100,000 of LCO's 2015 gaming proceeds, as provided for in Section XXXII(A)(5) of the 2003 Amendment to the LCO and State of Wisconsin Gaming Compact of 1991, be utilized by the County and LCO each being allocated \$50,000. The Lac Court Oreilles Tribal Governing Board approved the memorandum of understanding. Motion by Pearson, 2nd by Thompson, to recommend County Board approval of the memorandum of understanding. Motion carried.

County Clerk Kris Mayberry provided a department report, including advising the Committee that he is planning retirement at the end of 2015 and reviewed with the Committee procedures set forth in section 17.21 of the Wisconsin Statutes for filling a vacancy in an elective county office.

The Committee reviewed a financial report (copy in meeting file) through May of 2015 prepared by County Treasurer Dianne Ince and the Wisconsin Department of Revenue monthly report on county sales and use tax distribution to Sawyer County which included the following information:

- distributed to Sawyer County in May of 2015 - \$165,146.62
- distributed to Sawyer County in 2015 through May - \$679,715.48
- distributed to Sawyer County through same month in 2014 - \$529,801.68
- 2015 Sawyer County Budget sales and use tax revenue forecast - \$1,600,000

Information Technology Department Director Mike Coleson provided a written department report (copy in meeting file). Motion carried.

The Committee reviewed the monthly department expense vouchers. Motion by Thompson, 2nd by Pearson, to approve the vouchers. Motion carried.

Motion by Thompson, 2nd by Schleeter, to adjourn the meeting. Motion carried.

Minutes prepared by Sawyer County Clerk Kris Mayberry

Subject: How much is your county paying mediators (in family law cases) per case per hour?

| COUNTY | ATTORNEY | TOPIC |
|-------------|-------------------|---|
| Eau Claire | Nathan Novak | Eau Claire County contracts with a private agency that provides all mediation services on a yearly basis. First mediation session is free and second/subsequent are up to \$200 per session with a sliding scale. |
| Waukesha | Linda Saafir | Waukesha charges parties \$100 total for 1 mediation session. We have 6 in-house mediators, county employees. We're discussing an increase to that fee. |
| Barron | Katherine Stewart | Barron County pays a flat rate of \$200 per session; Washburn pays \$110 per hour |
| Trempealeau | Don Hellrung | Trempealeau County is paying \$100 to the mediator for the initial session, no matter how long it takes. Then, if they want to continue with more sessions, our mediator can charge the parties \$100 apiece, per Statute. |
| Jefferson | Mark Fremgen | Our mediator is paid as an employee...however, the parties pay a flat fee of \$150 (each) for mediation services (good for one year) and \$1,000 for study fees (shared equally), and the parties pay \$50 an hour if they fail to complete questionnaires prior to the in-office meeting (for time spent on simply getting the information they were to have supplied before mediation/evaluation mtg) |
| Manitowoc | Lorene Mozinski | Manitowoc County has a list of 3 independently contracted mediators who are paid \$75 per hour for up to 2 hours per referral (\$150 total). We then bill the litigants \$37.50 each after their session(s) are done. If they want any more time on their case, they have to make private arrangements with the mediator to continue. |
| La Crosse | Gloria Doyle | We have 2 FT positions with full benefits and paid vacation. |
| Ashland | David Siegler | Ashland County and Bayfield County pay \$70/hour. |
| Fond du Lac | Sally-Anne Danner | Fond du Lac has one full-time mediator. The first session is free. Additional services are \$100.00 per party for unlimited use for 1 year. |
| Oneida | Deborah Hatfield | Oneida County pays \$70 an hour up to 2.5 hours. |
| Winnebago | Lisa Krueger | Winnebago County has a Family Court Services office with 3 mediators who are full time county employees. They charge \$150 per person for mediation, although I believe the first session is free. |
| Washington | Dolores Bomrad | Sorry---I was wrong about saying we pay 75--it was increased now to \$80 per hour for face to face time in Washington County. |
| Sauk | Leo Grill | Sauk Co. pays \$75.00 per session, with a session lasting between 60-75 minutes. |
| Douglas | Rebecca Lovejoy | Douglas County pays \$125.00 per session. Sessions last 1 to 2 hours. |

| | | |
|-----------|------------------|---|
| Marathon | Sandra Marcus | We do not have in house mediators, but use 4 local agencies. They charge \$120/hour. We have a sliding scale for those unable to pay, and the county picks up the difference in those cases. |
| Oneida | Deborah Hatfield | Oneida County pays \$70 an hour up to 2.5 hours. |
| Milwaukee | Sandra Grady | We pay \$200 per case |
| Sheboygan | Rebecca Persick | Sheboygan County pays \$88/hr. We have four mediators who are independent contractors, are responsible for their own office and administrative costs, and don't have any benefits. However, the County does set aside a few hundred dollars each year so one or two of the mediators can attend a seminar to keep their skills up to date. |
| Racine | Anisa Dunn | Racine County has three individuals on contract who serve as our mediators and family court workers (not on the same case obviously). They are independent contractors and do not receive benefits. They split \$141,000.00 per year (\$49,254, \$49,254, and \$42,216) pro rata based on the percentage of cases that they are assigned. This is not a full-time position for any of the three as they each have varying levels of outside practices as well. |
| Ozaukee | Barry Boline | Ozaukee pays 3 mediators \$90 per hour for face time only (i.e. not drafting or scheduling time) up to \$5000 per mediator. We generally stay within that budget. |
| St. Croix | Stephen Dunlap | St. Croix Cty Pays \$70 / Hr After the first hour the parties pay \$50 each. We require prepayment. |
| Waushara | Marc Bickford | Also, Marc and I were talking about the Mediation services question you had e-mailed to the FCC members last week. We have a contract with Winnebago County. They come to our county 2 Tuesday's a month, which consists of 14 hours per day, 10 hours of actual mediation services and 4 hours of travel time at \$60.00/hour. |

- 1) DEFINITIONS.** In this section:
 - (a)** "Mediation" means a cooperative process involving the parties and a mediator, the purpose of which is to help the parties, by applying communication and dispute resolution skills, define and resolve their own disagreements, with the best interest of the child as the paramount consideration.
 - (b)** "Mediator" means a person with special skills and training in dispute resolution.
- (1m) DIRECTOR.**
 - (a)** Except as provided in par. (b) and subject to approval by the chief judge of the judicial administrative district, the circuit judge or judges in each county shall designate a person meeting the qualifications under sub. (4) as the director of family court services in that county.
 - (b)** If 2 or more contiguous counties enter into a cooperative agreement under sub. (3) (b), the circuit judges for the counties involved shall, subject to approval by the chief judge of the judicial administrative district, designate a person meeting the qualifications under sub. (4) as the director of family court services for those counties.
 - (c)** A county or counties may designate the supervisor of the office of family court commissioner as the director under par. (a) or (b).
- (2) DUTIES.** A director of family court services designated under sub. (1m) shall administer a family court services office if such an office is established under sub. (3) (a) or (b). Regardless of whether the office is established, the director shall:
 - (a)** Employ staff to perform mediation and to perform any legal custody and physical placement study services authorized under sub. (14), arrange and monitor staff training, and assign and monitor staff case load.
 - (b)** Contract under sub. (3) (c) with a person or public or private entity to perform mediation and to perform any legal custody and physical placement study services authorized under sub. (14).
 - (c)** Supervise and perform mediation and any legal custody and physical placement study services authorized under sub. (14), and evaluate the quality of the mediation or study services.
 - (d)** Administer and manage funding for family court services.
- (3) MEDIATION PROVIDED.** Mediation shall be provided in every county in this state by any of the following means:
 - (a)** A county may establish a family court services office to provide mediation in that county.
 - (b)** Two or more contiguous counties may enter into a cooperative agreement to establish one family court services office to provide mediation in those counties.
 - (c)** A director of family court services designated under sub. (1m) may contract with any person or public or private entity, located in a county in which the director administers family court services or in a contiguous county, to provide mediation in the county in which the person or entity is located.
- (4) MEDIATOR QUALIFICATIONS.** Every mediator assigned under sub. (6) (a) shall have not less than 25 hours of mediation training or not less than 3 years of professional experience in dispute resolution. Every mediator assigned under sub. (6) (a) shall have training on the dynamics of domestic violence and the effects of domestic violence on victims of domestic violence and on children.
- (5) MEDIATION REFERRALS.**

Section 767.405 Fund

| Description | 1/1/13-12/31/13 | 1/1/14-6/30/14 | 7/1/14 - 5/1/15 |
|---|-----------------|----------------|-----------------|
| Beginning Balance | \$65,975.43 | \$63,932.54 | \$61,213.04 |
| Amount deposited into Mediation Fund - from Clerk of Court | +\$1,595.00 | +\$665.00 | |
| Amount deposited into Mediation Fund - from Marriage License Fees | +\$1,680.00 | +\$320.00 | |
| Amount of Mediation Fund spent on Mediators | -\$1,947.50 | -\$474.50 | -\$512.50 |
| Amount of Mediation Fund spent on related portion of FCC Salary | -\$1,494.00 | -\$1,494.00 | -\$2,988.00 |
| Amount of Mediation Fund spent on Director of Family Court Services | -\$1,896.00 | -\$1,896.00 | -\$3,792.00 |
| Sub-total | \$63,912.93 | \$61,053.04 | \$53,920.54 |
| Ending Balance | \$63,932.54 | \$62,213.04 | \$56,990.54 |
| Difference | \$19.61 | \$160.00 | \$3,070.00 |

minutes of the meeting of the Sawyer County Board of Supervisors
Thursday, May 28, 2014, 6:30 p.m.
Large Courtroom, Sawyer County Courthouse

County Board Chair Hal Helwig called the May 28, 2014 meeting of the Sawyer County Board of Supervisors to order. Roll call was as follows (x indicates present):

- district - supervisor - T = Town, V = Village, C = City, W = Ward
- x 01 - Dale Schleeter – T Lenroot W 1, T Hayward W 7, C Hayward W 5 and 6
 - x 02 - Kathy McCoy – T Lenroot W 2, T Round Lake W 1
 - x 03 - Tweed Shuman – T Hayward W 1 and 2
 - 04 – Iras Humphreys – T Hayward W 3 and 4
 - x 05 - Fred Zietlow – T Hayward W 5 and 6
 - x 06 - Dean Pearson – C Hayward W 1 and 2
 - 07 - Thomas W. Duffy – C Hayward W 3 and 4
 - x 08 - Bruce Paulsen – T Bass Lake W 1 and 2
 - x 09 – Brian Bisonette – T Bass Lake W 3 and 4
 - x 10 - Hal Helwig – T Sand Lake, T Edgewater W 1
 - x 11 - Jim Bassett – T Edgewater W 2, T Bass Lake W 5, T Hayward W 8, T Meteor, T Couderay, V Couderay
 - x 12 - William Voight – T Spider Lake, T Round Lake W 2, T Winter W 1
 - x 13 - Ron Kinsley – T Hunter, T Radisson W 1, T Ojibwa W 1, V Radisson
 - 14 - Dale Thompson – T Radisson W 2, T Ojibwa W 2, T Weirgor, V Exeland, T Meadowbrook
 - x 15 - Warren Johnson – T Winter W 2, T Draper, V Winter

The agenda for the meeting was presented as follows:

01. Meeting agenda
02. Sawyer County Ambulance Service
03. Ambulance Service Director
04. Ambulance Service Medical Director
05. Ambulance Service Billing Clerk
06. The Board may convene into **closed session**, pursuant to section 19.85(1)(f), Wisconsin Statutes, for preliminary consideration of specific personnel matters and will reconvene into open session immediately following the closed session to take or announce action taken in the closed session, if any.

Motion by Shuman, 2nd by Zietlow, to approve the meeting agenda as presented. Motion carried.

The Board reviewed summaries [copies in meeting file] of options for the operation of the Sawyer County Ambulance Service, the Ambulance Service Director position, and the Ambulance Service Medical Director position in light of the resignation of Ambulance Service Director Laurie Smith, effective June 15, 2014, and the resignation of Ambulance Service Medical Director Dayle Quigley, effective June 1, 2014. Human Resource Manager Michelle Jepson had revised the summaries to include additional options that became known after the May 22, 2014 meeting of the Public Safety Committee. At the May 22nd meeting the Public Safety Committee reviewed the issues and determined to refer them to the County Board without a recommendation.

Lac Courte Oreille Community Health Center Medical Director Dr. David Lang:

- Introduced himself and offered his services as the Ambulance Service Medical Director with compensation for the services to be \$500 per month
- Indicated that he has worked for 30 years as a family practice doctor, including working in hospital emergency rooms
- Indicated that he does not have malpractice insurance for the duties of Ambulance Service Medical Director and that the County would need to provide him with compensation for procuring that insurance coverage

Advanced Emergency Medical Technician (EMT) Linn Newton spoke in support of continuing the Ambulance Service as a paramedic ambulance service.

North Memorial Ambulance Service (North) Wisconsin Regional Manager Joe Walsh indicated that North is available to provide a variety of services to the Sawyer County Ambulance Service, including providing an assessment of the Ambulance Service and/or ambulance service medical director services (currently at a rate of \$50 per hour of service provided).

Motion by Shuman, 2nd by Zietlow, to accept Dr. David Lang's offer to serve as Sawyer County Ambulance Service Medical Director for a period of 6 months (effective June 1, 2014), with compensation for the services being \$500 per month, and with Sawyer County to provide compensation (not to exceed \$5,000) for Dr. Lang to procure malpractice insurance for the duties of Ambulance Service Medical Director. [Motion by Paulsen, 2nd by Pearson, to table consideration of the motion accepting Dr. Lang's offer until after the options for the Ambulance Service and Ambulance Service Director are discussed. The roll call vote on the motion to table was as follows: McCoy – yes; Shuman – no; Humphreys – absent; Zietlow – no; Pearson – yes; Duffy – absent; Paulsen – yes; Bisonette – no; Helwig – no; Bassett – no; Voight – no; Kinsley – no; Thompson – absent; Johnson – no; Schleeter – yes. The motion failed with 4 voting yes and 8 voting no.] The motion to accept Dr. Lang's offer to serve as Sawyer County Ambulance Service Medical Director passed on a voice vote with McCoy and Paulsen voting no.

Town of Round Lake Firefighter Michael Feldner spoke in favor of providing the opportunity for the County's Emergency Medical Technicians and Paramedics throughout the County to provide input into the operations of the Ambulance Service.

Advanced EMT Dan Weingarten spoke in support of continuing a County-wide ambulance service.

Paramedic Frank W. Leuschen, Jr. and former EMT Louise Ladenthin expressed that the County should hire an interim director while reviewing the options for the Ambulance Service.

Advanced EMT Renee Heinz proposed that the County hire Paramedic Eric Nilson as the interim director for the Ambulance Service. Advanced EMTs Eileen Froemel, Dan Weingarten, and Jim Onarheim; and Paramedic John Holmes spoke in support of Ms. Heinz proposal. Mr. Onarheim also urged that the new Ambulance Service Medical Director work aggressively to continue the improvements to the quality of the Ambulance Service.

Motion by Shuman, 2nd by Johnson, to offer the Interim Ambulance Service Director position to Eric Nilson with the terms of the offer to be negotiated by the Public Safety Committee. Motion carried.

Motion by Paulsen, 2nd by Bassett, to adjourn the meeting. Motion carried.

Minutes prepared by Sawyer County Clerk Kris Mayberry

A Proposal of Professional Liability Insurance
Prepared For

David A. Lang, MD
9850 Flowage Road
Couderay, WI 54828

Presented by:

Pam Queoff, ARM, MBA
Account Executive



June 10, 2015 – June 10, 2016

Professional Liability

Insurer: Lloyd's of London
Effective Dates: June 10, 2015 – June 10, 2016
Policy Number: TBD
Professional Services: Medical Director

Liability:

| COVERAGE | LIMITS |
|-------------------------------------|--------------|
| Aggregate including Claims Expenses | \$ 3,000,000 |
| Each Claim | \$ 1,000,000 |
| Deductible Each Claim | \$ 2,500 |
| Claims-made Coverage Form | |
| Retro Date: 6/10/2014 | |

Medical Director Administrative Duties Extension Endorsement (Individual Version)

Person insured is amended to include the following: The Insured while acting within the scope of his/her administrative duties as Medical Director for Sawyer County Ambulance Service.

Amended Supplementary Endorsement – Services provided

Patient care provided in an emergency situation if needed during a ride along.

“Disclaimer: The descriptions of coverages used throughout this summary are merely our abbreviated outline, offered as visuals to a basic understanding of coverages, and are not the coverages themselves. The actual coverages are those contained in your policy. We do not intend to express any legal opinion as to the actual coverages and we strongly suggest that you refer only to your policy for the specific details.”

Premium Summary

| COVERAGE | 2014 – 2015 | 2015 – 2016 |
|-----------------------------|--------------------|--------------------|
| | EXPIRING PREMIUM | RENEWAL PREMIUM |
| Professional Liability | \$ 5,000 | \$ 5,864 |
| Fees | \$ 75 | \$ 75 |
| Surplus Lines Tax | <u>\$ 152.25</u> | <u>\$ 178.17</u> |
| Total Annual Premium | \$ 5,227.25 | \$ 6,117.17 |

Annual pay plan only – payment due within 15 days of binding.

Installment Billing & Credit Policy

Where provided by the Insurance Company, M3 Insurance Solutions, Inc. will serve as the billing agent for the company. As part of this transaction, our expectations are straightforward. All payments are due on the due date of installment. Non-payment of the premiums will result in cancellation of coverage.

Quote Contingencies

In Property & Casualty insurance, a carrier may provide a quote subject to specific terms and conditions. In order to bind coverage with this carrier, we must comply with these terms and conditions by a specified date. Failure to comply may result in a penalty or cancellation.

The quote provided in this proposal is subject to the following terms and conditions.

Lloyd's of London

Quote is subject to the following:

- N/A

Please submit to our office no later than:

Compensation Disclosure

M3 Insurance Solutions, Inc.'s (M3) strategy is to be a preferred relationship with our customers, and as such we believe that transparency is an important part of the work that we do. M3 earns revenue in several ways for services rendered including commissions paid by an insurance company or provider for a risk, policy or service; fees paid by a client; investment income on premium deposits; and in the form of contingent, supplemental or bonus commissions paid by insurers based on volume, growth, profitability and/or other factors for business placed with that insurance company or provider. If you have any questions regarding the compensation earned by M3 on your account, please contact your M3 Account Executive.

REPORT OF THE SAWYER COUNTY ZONING COMMITTEE

The Sawyer County Zoning Committee, having held a public hearing on May 15, 2015, pursuant to Section 59.69 (5) (e), Wisconsin Statutes, notice thereof having been given as provided by law and being duly informed of the facts pertinent to the proposed changes, hereby recommends that the petitions described as follows be approved:

1) Town of Bass Lake - Thomas G. Butterfield et al - Tony E. Butterfield, agent Part of Gov't lot 3, S17, T 40N, R 8W; Parcel 5301. Site Address: 12888W County Hwy E. Doc #248563 and #393553. Property has 17 total acres. Change from District Industrial One to District Residential/Recreational One. Purpose of request is to construct a dwelling. There are no industrial activities being conducted on the property. The Town Board approved the application with conditions. Findings of Fact of the Zoning Committee: It would not be damaging to the rights of others or property values.

2) Town of Round Lake - William J. Mika et al c/o Marilyn B and Thaddeus J. Mika (Life Estate). Part of the NW 1/4 NE 1/4, S18, T 41N, R 7W; being part of parcel 1201 and all of parcel 1203 more particularly described as the south 1/2 of said forty containing approximately 19 acres. Doc #322648 and #322649. Change from District Forestry One to District Agricultural Two. Purpose of request is to keep a pet horse by the renter. The Town Board approved. The Zoning Committee approved the rezone request except a two (2) acre parcel of land located as follows: Beginning at the south west corner of the NW 1/4 NE 1/4 of Section 18; thence running along the town road right of way 416'; then running east a distance of 208'; thence running south 416'; thence running west 208' to the point of beginning. Said parcel incorporates an existing dwelling that is currently used as a rental unit. The parcel is to remain zoned Forestry One and there are to be no agricultural animals allowed on this parcel. Findings of Fact of the Zoning Committee: It would not be damaging to the rights of others or property values and it will help zoning maintain an orderly map.

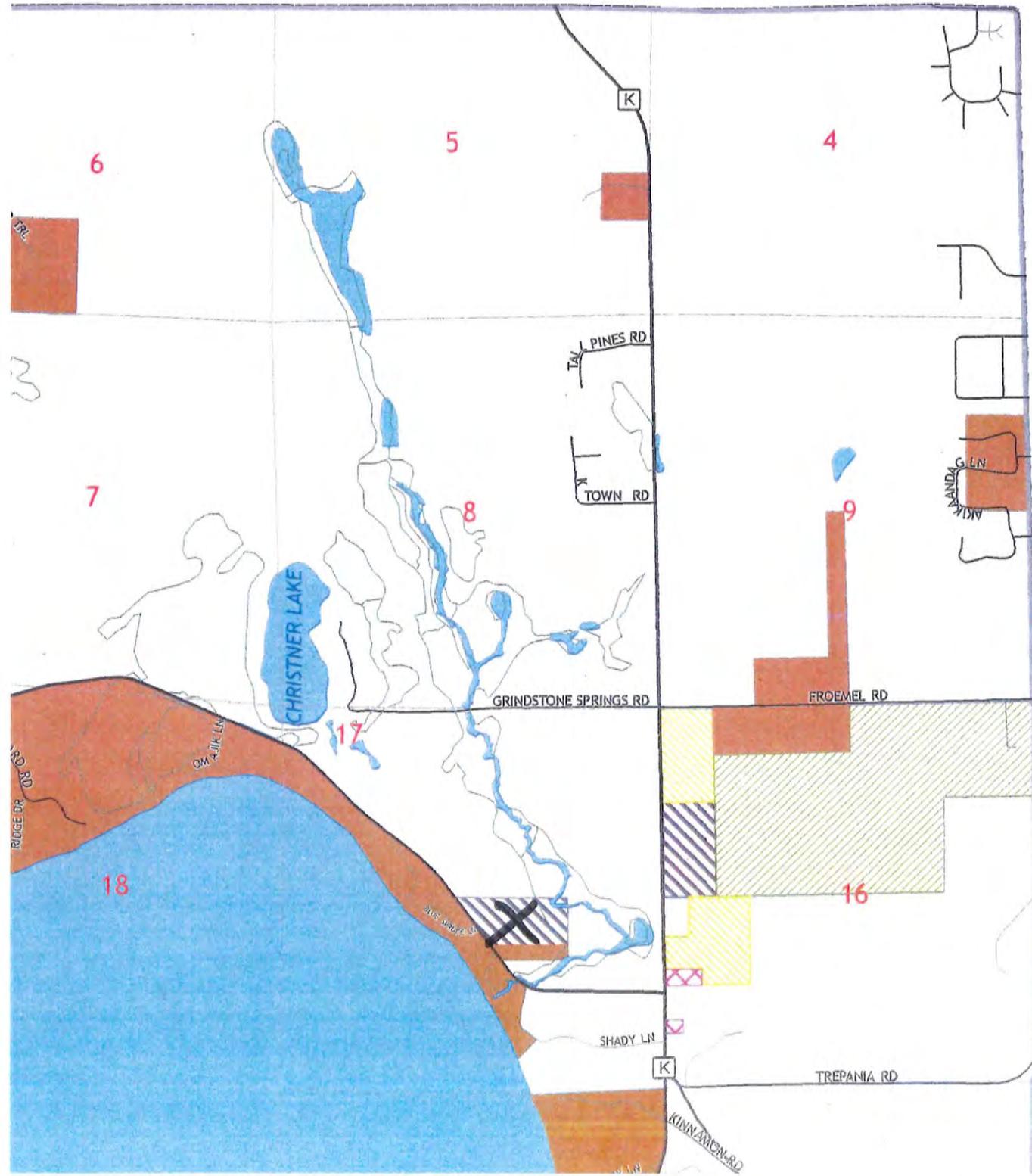


Roads

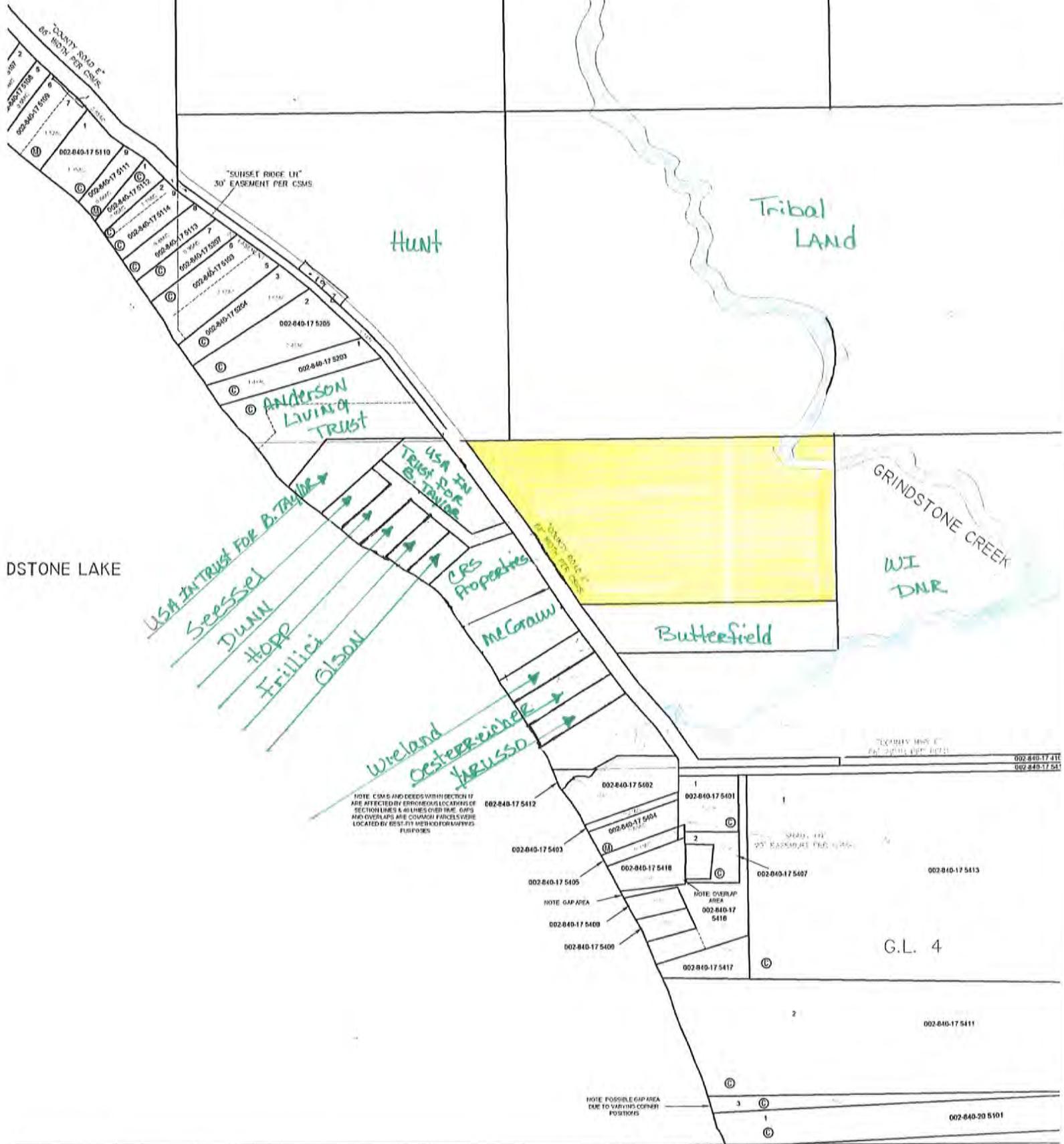
- COUNTY HWY
- PRIVATE ACCESS
- STATE HWY
- TOWN ROAD

Zone Districts

- A-1 (diagonal hatching)
- A-2 (solid green)
- C-1 (pink cross-hatching)
- F-1 (white)
- I-1 (diagonal hatching)
- R-1 (red grid)
- RR-1 (solid red)
- RR-2 (yellow diagonal hatching)
- Water (solid blue)



S.L. 1
 002-840-17-5101
 002-840-17-5101
 002-840-17-1201
 002-840-17-1101



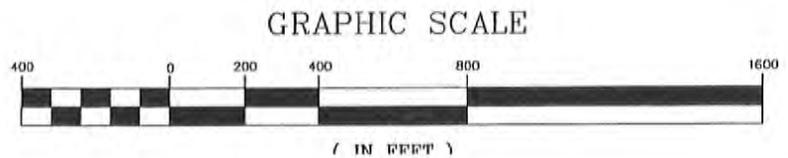
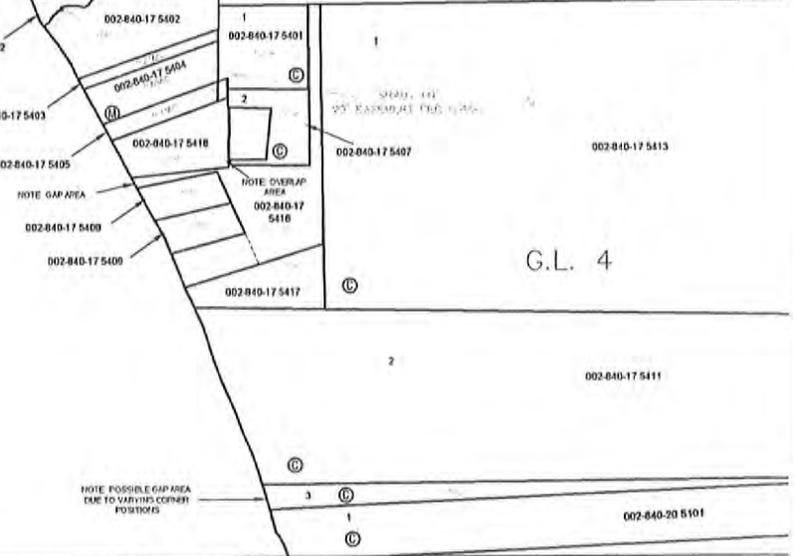
DSTONE LAKE

Tribal Land

GRINDSTONE CREEK
 WI DNR

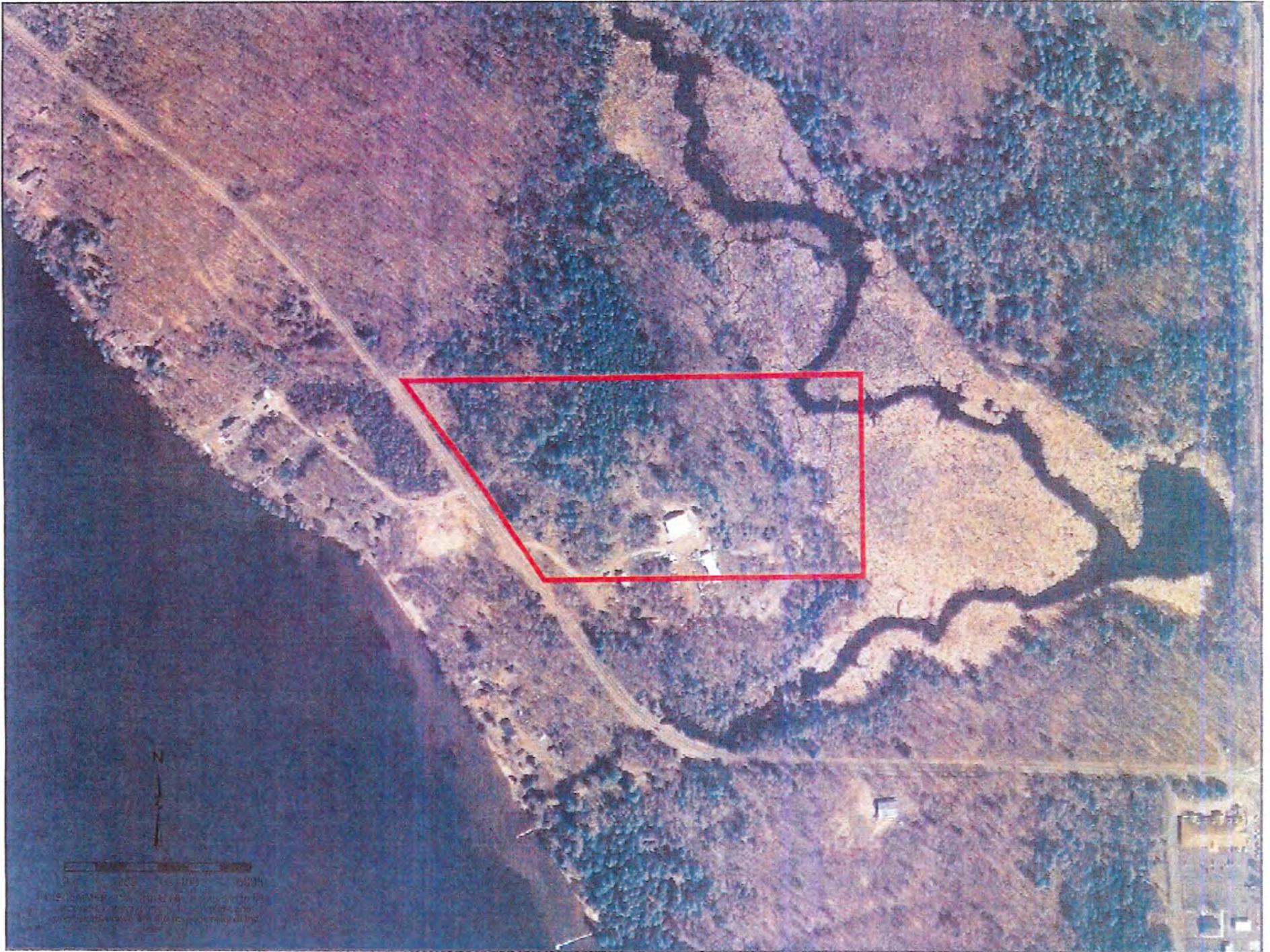
Butterfield

NOTE: CSMS AND DEEDS WITHIN SECTION 17 ARE AFFECTED BY ERRORS IN THE LOCATION OF SECTION LINES & BOUNDARIES OVER TIME. GAPS AND OVERLAPS ARE COMMON PARCELS WERE LOCATED BY BEST-FIT METHOD FOR IMPROVED PURPOSES



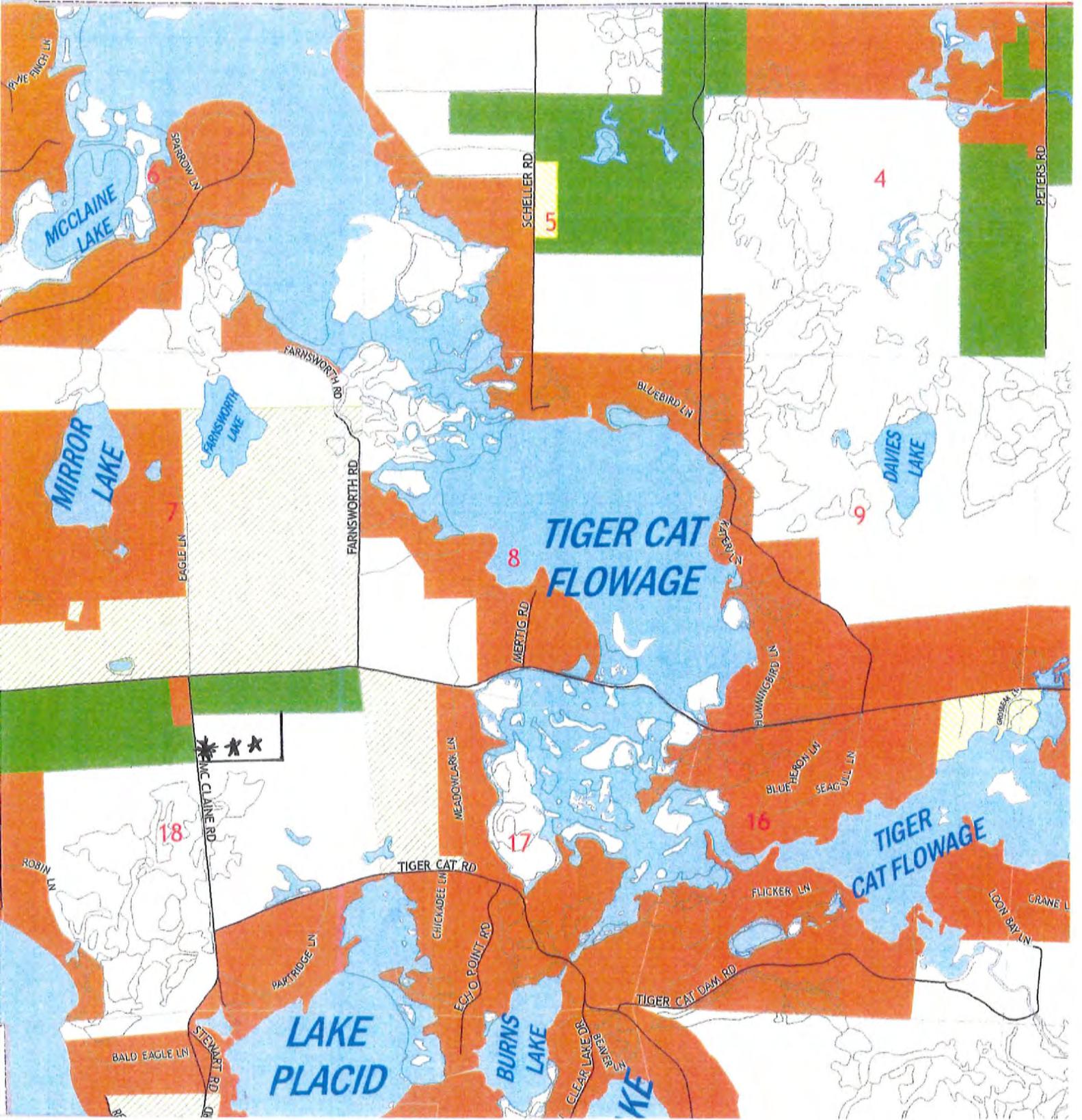
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North
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Barbara Waterston

Eric Gates

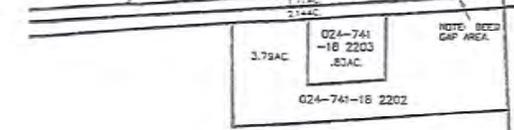
Charles Massaro

"TWIN LAKES RD" SHOWN AS 66' WIDTH FOR MAPPING PURPOSES.

7.41.7
18.41.7

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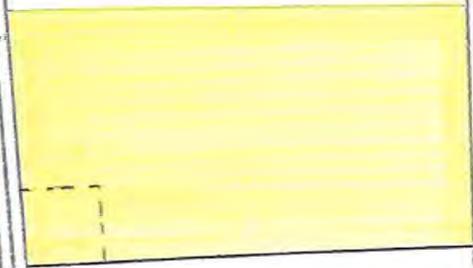


Casimer Wardenga

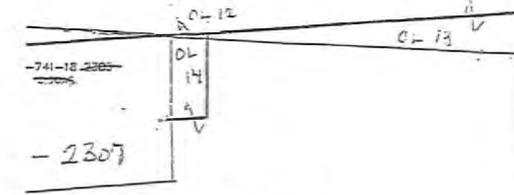
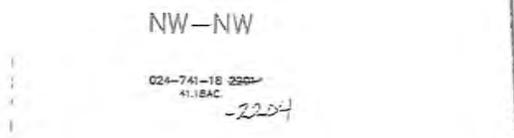
Joyce Turnbull

William Mika

Edward Wollweert



Paul Decker



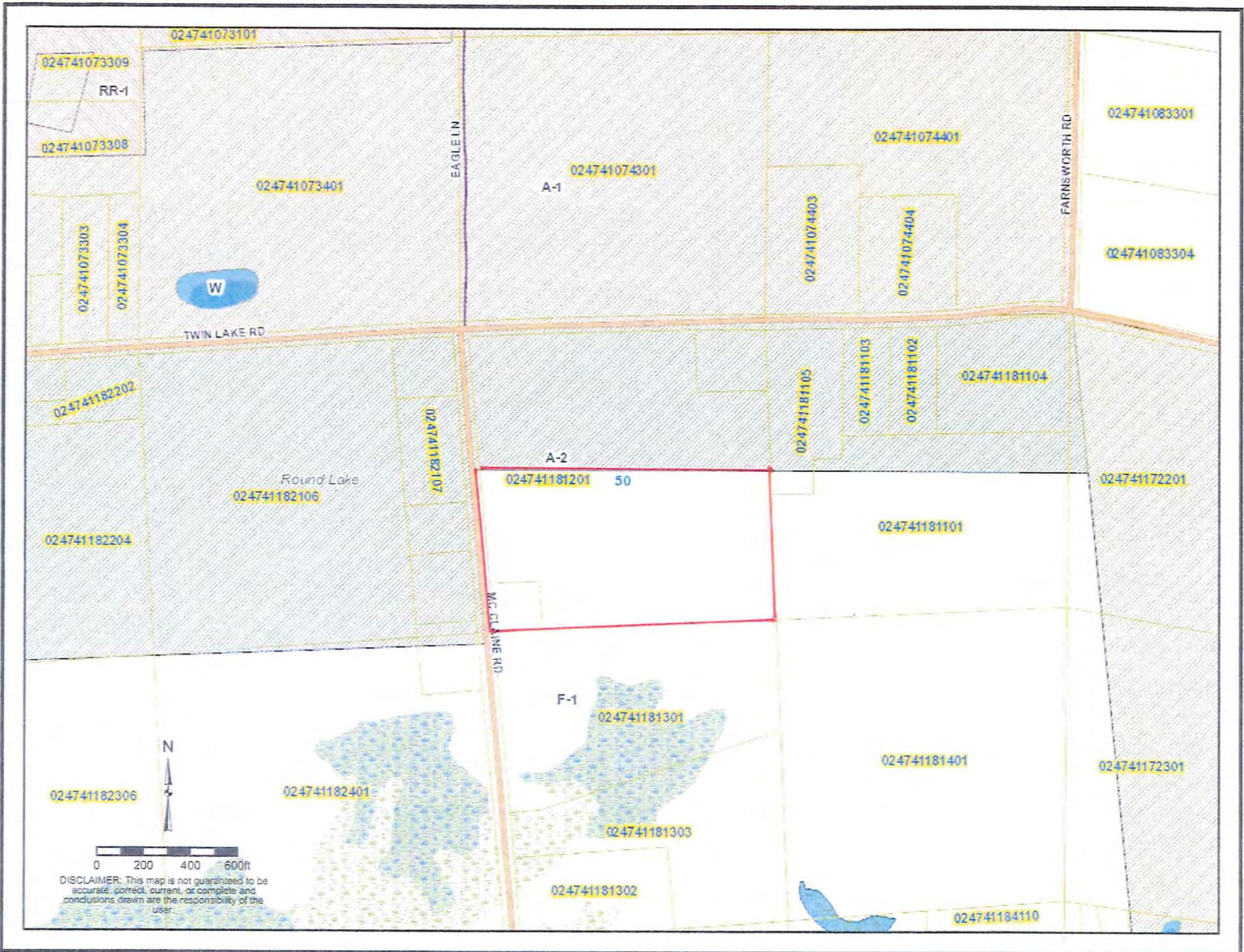
Michael Waterston

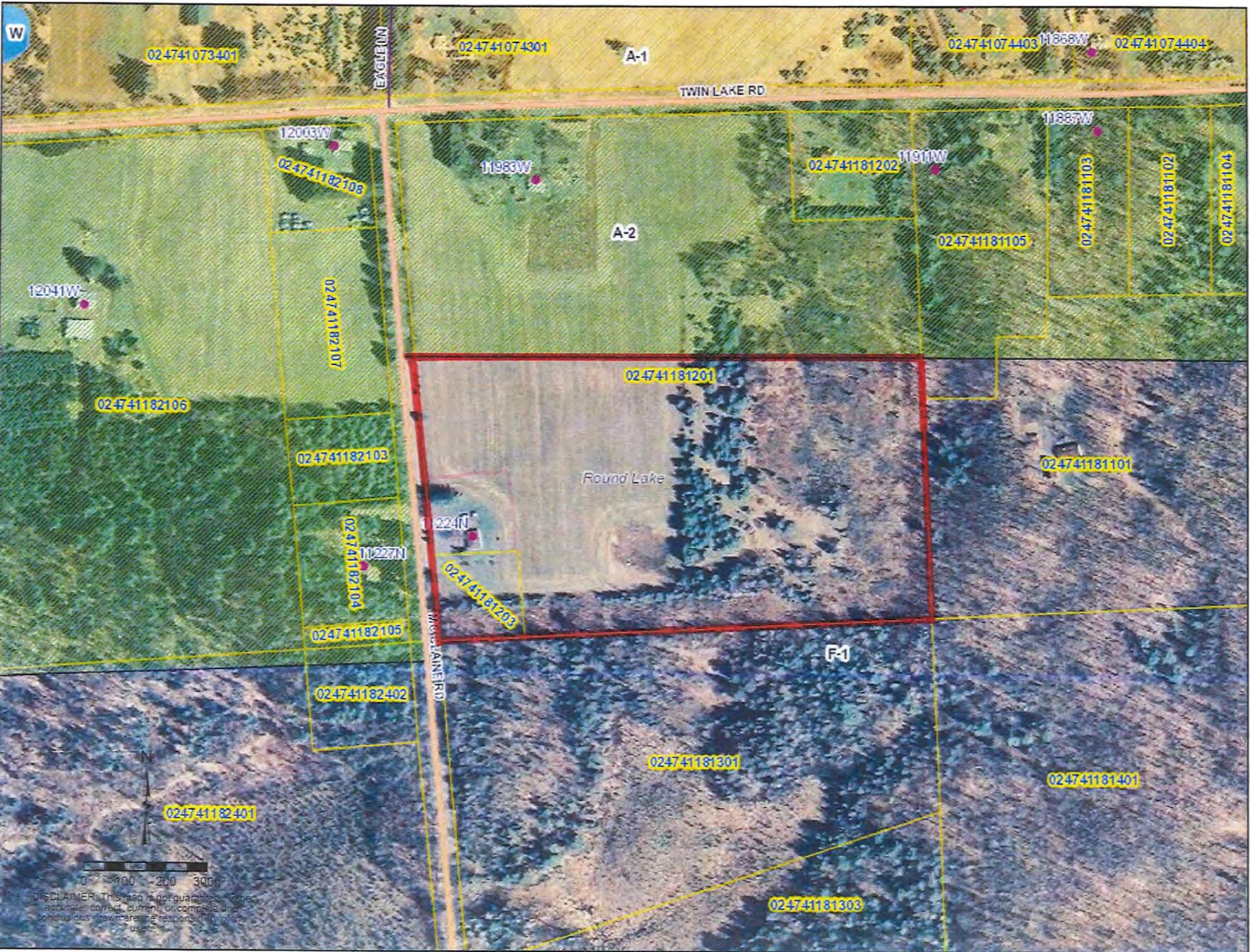
Steven Britton

"LACLAINE RD" SHOWN AS 66' WIDTH PER CSM

SW-NW

024-741-18 2307 41.29AC





North
↑

DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conditions may vary. The user assumes all responsibility for use.

minutes of the meeting of the Sawyer County **Land, Water and Forestry Resources Committee**
Sawyer County Board of Supervisors
June 10, 2015; Assembly Room; Sawyer County Courthouse

Committee Members Present: Dean Pearson, Bruce Paulsen, Hal Helwig, Thomas Winiarczyk, Brian Bisonette, Fred Zietlow

County Personnel Present: Greg Peterson, Dan Pleoger, Kris Mayberry, Dale Olson, Paula Chisser, Tom Hoff, Eric Wellauer, Trevin Oertel

NRCS Personnel Present:

DNR Personnel Present:

LCO Personnel Present:

Others Present: Allan Serrano, Linda Zillmer, Jan Holmes, Don Mrotek, Warren Johnson,

1) Meeting called to order at 8:30AM by Vice-Chair Zietlow.

2) Approve agenda

Motion by Paulsen, second by Pearson to approve the agenda with the addition of a Closed Session, pursuant to section 19.85(1)(g) Wisconsin Statutes, to review a proposed settlement of litigation involving Sawyer County. The Committee may reconvene into open session to announce or take action on matters discussed in closed session. Motion carried.

3) Approve minutes

Motion by Zietlow, second by Paulsen to approve the May13, 2015 minutes. Motion carried.

4) Audience recognition

Zillmer, Town of Edgewater - roads open to ATV's. Peterson and Mrotek both stated that opening roads to ATV's is up to the township.

5) Event Dates

- a) Chequamegon Youth Mountain Bike Camp – 6/13/15 (insurance on file) – held at "OO"
- b) Stubborn Mule Adventure Race – 6/27/15 (insurance on file)

Motion by Paulsen, second by Pearson to approve both events. Motion carried.

6) Register of Deeds Department

a) Replacement of ROD/Tax Lister position due to resignation – Chisser and Pleoger both stated that help is needed in both departments due to resignation of employee. Money has been budgeted for 2015 for this position. Motion by Paulsen, second by Pearson to forward request to Administrative Committee again, with recommendation for approval to hire employee as soon as possible since funds are already budgeted. Motion carried.

7) Land Records and County Surveyor Department

- a) County work report – handout (on file with minutes)
- b) Pleoger stated that there is a need for a full-time GIS position and that this position will be included in the 2016 budget request. The Land Information Grant (\$150,000) - a new plan needs to be written.
- c) Tax listing is doing OK for now, but help will be needed.

8) Sawyer County Forestry Department

- a) Tuscobia Trail MOU – draft MOU is in the hands of the DNR and will be on agenda for July 2015.
- b) Proposal to trade NWNW for NENE in Section 18, Township 41 North, Range 8 West – Information and maps were handed out. Motion by Pearson, second by Paulsen to recommend the trade contingent upon the need for a survey and need to go through withdrawal and entry into the County Forest. Motion carried.

c) Recreational trail report: Peterson – everything going well, working on rehab/re-route of some single track trails. Salvage timber sale at Hatchery Creek, should be done in next week depending on rain. Mrotek – using some wood chips on trails for erosion.

d) County Forestry report (handout on file with minutes). Year-to-date revenue is \$1,534,192 (93% of budgeted revenue for 2015).

e) Replacement of position due to employee retirement – motion by Paulsen, second by Zietlow to send request for replacement (successor) to Administrative Committee with recommendation for approval as soon as possible. Motion carried.

9) Sawyer County Zoning/Conservation Department

d) Sanitation Update – Eric Wellauer (handout on file with minutes).

a) County work report (copy on file with minutes).

b) Update on Strouf pit – all permits are up-to-date.

c) Special event permit – (copy on file with minutes) to be considered in July

NRCS Business

None

LCO Business

None

Review and Approve Monthly Vouchers Report

Motion by Pearson, second by Zietlow to approve the vouchers as presented. Motion carried.

Other matters for discussion only

None

Closed Session

Motion by Bisonette, second by Pearson at 9:30 AM to go into Closed Session pursuant to sections 19.85(1)(g), Wisconsin Statutes, to review a proposed settlement of litigation involving Sawyer County. The Committee may reconvene into open session to announce or take action on matters discussed in closed session. Motion carried.

Motion by Paulsen, second by Pearson to re-convene into Open Session. Motion carried. [Minutes of Closed Session are kept in a confidential file in the County Clerks' office]

Adjourn

Motion by Paulsen, second by Pearson to adjourn meeting. Motion carried. Meeting adjourned at 9:38 AM.

Delores Dobilas, Recorder

minutes of the meeting of the Administration Committee
Sawyer County Board of Supervisors
June 11, 2015; 8:30 a.m.; Assembly Room; Sawyer County Courthouse

members present: Hal Helwig (Chair) Dale Schleeter, Dean Pearson, Brian Bisonette, Dale Thompson

also present: County Board members Bill Voight and Warren Johnson, Information Technology Department Director Mike Coleson, County Administrator Tom Hoff, County Clerk Kris Mayberry

Motion by Schleeter, 2nd by Pearson, to approve the meeting agenda. Motion carried.

Motion by Schleeter, 2nd by Pearson, to approve the May 14, 2015 meeting minutes. Motion carried.

Veterans Service Department Director Renee Brown presented a written department report (copy in meeting file).

Register of Deeds Paula Chisser presented the Land, Water, and Forest Resources Committee recommendation to replace an employee for a position shared between the Register of Deeds Office and the Land Records and County Surveyor's Office. The position is vacant due to a resignation. Motion by Bisonette, 2nd by Schleeter, to recommend County Board approval to fill the position. Motion carried.

Wisconsin Department of Transportation Northwest Region Local Program Manager Bill Zimmer, Wisconsin Department of Natural Resources Regional Program Manager Ben Bergey, and Friends of the Tuscobia President Ron Petit presented information and answered questions about the Winter Depot Restoration Project and a proposed Revision #1 of a State/Municipal Agreement for the Transportation Alternatives Program Project signed by Sawyer County on March 23, 2009. The revised agreement provides for project funds to be shifted from construction costs to design costs. Mr. Zimmer indicated that the revised agreement does not obligate Sawyer County to pay additional funds beyond those obligations incurred with the 2009 agreement. Motion by Schleeter, 2nd by Pearson, to forward the issue to the County Board without a recommendation. Motion carried.

The Committee reviewed a Land, Water, and Forest Resources Committee recommendation to approve filling a position as a replacement for a retiring clerical employee in the Forestry Department. Motion by Thompson, 2nd by Bisonette, to refer the recommendation to the County Administrator. Motion carried.

The Committee reviewed an Economic Development and UW-Extension Committee recommendation to approve filling a recently vacated half-time Administrative Assistant position in the UW-Extension Department. Motion by Schleeter, 2nd by Pearson, to refer the recommendation to the County Administrator. Motion carried.

The Committee reviewed an Economic Development and UW-Extension Committee recommendation to approve hiring a former Sawyer County University of Wisconsin-Extension Office employee to work 5 hours a week in the Extension Office to perform the duties of the Administrative Assistant in the UW-Extension Department until the vacant position is filled. Motion by Pearson, 2nd by Bisonette, to refer the recommendation to the County Administrator. Motion carried.

The Committee reviewed a Health and Human Services Board recommendation to fill a vacant Alcohol and Other Drug Abuse Counselor position in the Health and Human Services Department. Motion by Pearson, 2nd by Thompson, to recommend County Board approval to fill the position. Motion carried.

The Committee discussed that Sawyer County Family Court Commissioner and Director of Family Court Services Susan Lein presented the Public Safety Committee with a request for approval to increase the amount paid contracted mediators in family law cases from \$50 per hour to \$70 per hour, and to pay mediators mileage at the rate paid to County employees. Circuit Court Judge Gerald Wright advised the Public Safety Committee that the compensation for mediators in family law cases comes from a mediation fund generated from court fees that must be spent for such purposes. The Public Safety Committee recommends approval of the request. Motion by Pearson, 2nd by Schleeter, to recommend County Board approval of the recommendation. Motion carried.

The Committee reviewed a proposal from M3 Insurance Solutions to provide professional liability insurance coverage for Sawyer County Ambulance Service Medical Director Dr. David A. Lang for the period from June 10, 2015 to June 10, 2016. The total annual premium for the coverage would be \$6,117.17. The Committee reviewed the minutes of the Sawyer County Board meeting held May 28, 2014 which approved Dr. Lang's offer to serve as the Medical Director with compensation for the services being \$500 per month and with Sawyer County to provide compensation (not to exceed \$5,000) for Dr. Lang to procure malpractice insurance. The Public Safety Committee recommends approval for payment of the \$6,117.17 premium to secure a continuation of the coverage. Motion by Thompson, 2nd by Pearson, to approve the recommendation. Motion carried.

Sawyer County Position Description

Title: Deputy Register of Deeds II/Tax Lister II

Reports to: Register of Deeds and Land Records Director

Purpose of Position:

The purpose of this position is to assist the Register of Deeds with compliance to Wisconsin State Statute 59.43, which requires counties to record all deeds, mortgages, maps, instruments and writings authorized by law to be recorded and to provide assistance to the land Records Department and the Tax Lister as established under the provisions of Wisconsin State Statute 59.72.

Essential Duties and Responsibilities

The duties and responsibilities described below are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Register of Deeds II duties

- Reviews documents submitted for recording either paper or electronic to ensure that all statutory requirements are met. Completes rejection sheets for documents that are not recordable and mails back to submitter. Records, scans, indexes, annotates, and verifies each document in computerized document tracking system. Export images daily for land records office, assessors and title companies.
- Files and indexes all vital records (marriages and death) records for Sawyer County, WI statutes 69.01 & 69.07. Issues certified copies of birth records both from office paper records and Wisconsin Vital Records website. When necessary, corresponds with State of Wisconsin, funeral homes, coroner, other counties, clergy, veterans offices and hospitals regarding vital records. Prepares certified copies of vital records WI statutes #69.21. Keeps all marriage and death records current, through corrections, amendments and affidavits from the state. Maintains confidentiality regarding vital records including Wisconsin Vital Records website and access to same.
 - Maintain updated indexes of all condominiums and subdivision plats for distribution in this office, other county offices and the public's use.
 - Files, indexes and issues certified copies of Military Discharge documents. WI statutes #69.05 & 69.07
 - Files and indexes Federal Tax Liens and Releases. #59.43
 - Records Lis Pendens. #59.43
- Maintain updated information on the Register of Deeds page on the county web site.
- Assists the public both in person and by phone, on a daily basis with inquiries regarding questions relating to ownership of land, including instructions on use of office facilities and software, for land research and obtaining copies. Directs the public to related links for the Department of Revenue, real estate forms, applications to obtain vital records, and information lists of professionals in the Hayward area (attorneys, appraisers, etc.).
 - Makes copies of real estate records for the public, as requested. Faxes or emails copies of documents when requested. WI statutes #59.43(2) Processes credit card information for copies, vital records and recording fees. Refers the public to appropriate attorneys, appraisers, surveyors or other county offices, when necessary.
 - Assists the public in accessing office records to conduct genealogy searches for both vital records and real estate documents.
 - Checks accuracy on Wisconsin Real Estate Transfer Receipt forms, and is able to assist the public with questions in completing the form online. At month end prepares transfer receipts and monthly report for submission to County Treasurer and transfer to Department of Revenue. Corresponds with Department of Revenue on Transfer Return issues.

- Maintains records of all customer accounts and sends statements when appropriate. Prints monthly mortgage reports for financial institutions. Bills monthly for Laredo users and images for title companies. Runs approximately 10 reports monthly for auditors and office balancing.
- Utilizes county tax information and maps to obtain necessary land parcel and tax identification information, used on a daily basis.
- Completes daily bookkeeping, statements and bank deposits. Assists Register with yearly budget report and yearly inventory lists.
- Compiles stores and destroys certain office records on a yearly basis per statutory records retention schedule.
- Performs other duties as required.

Tax Lister II duties

- Determine ownership of real estate from recorded documents.
- Perform title research in the Register of Deeds.
- Make ownership changes in the tax assessment database.
- Enter new Parcel Identification Number (PIN) for property divisions, Certified Survey lots and ownership changes such as condominiums, along with the necessary name and address change.
- Enter address changes received from the Assessors, Clerks, Treasurers, and the public.
- Enter corrections to property owner's names, legal descriptions and history information when provided with appropriate documentation from Assessors or other County Departments.
- Assist the public with inquiries regarding land ownership and tax assessment.
- Perform general office duties such as answering the phone, bookkeeping, making copies and scanning and indexing documents and records.
- Prepare miscellaneous reports to verify data entry.
- Assist the Real Property Lister in the performance of related duties.
- Performs other duties as required.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND EXPERIENCE:

Minimum qualifications: High school diploma or equivalent, together with a minimum of two (2) years' experience working with windows-based software, required. Experience in, or ability to learn, legal documents, maps, tax and assessment information is necessary.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES:

Experience and abilities necessary to perform the job include, but are not limited to:

- Meticulous to detail and procedure for proper recording and filing of legal documents.
- Excellent communication skills and ability to establish and maintain effective working relationships to serve and assist the public, abstractors, attorneys, assessors, surveyors, and government officials.
- Ability to read and understand legal descriptions, property records, legal documents, tax information records, maps, and vital records; understanding title chains and interpreting land surveys..
- Excellent penmanship for writing and printing.
- Ability to use personal computer for data entry and retrieval and for word processing, calculator, copy machine, fax machine, telephone, and similar office equipment.
- Mathematical abilities including percentages, fractions and decimals.
- Ability to follow oral and written instructions.
- Ability to maintain confidentiality.
- Considerable knowledge of Wisconsin Administrative Code and Statutes related to functions of the Register of Deeds office and Land Records Office.

PHYSICAL AND MENTAL ABILITIES REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Language Ability and Interpersonal Communication

Ability to analyze data and information using established criteria in order to file and maintain computer programs for Register of Deeds and Land Records. Ability to compare, count, differentiate, measure, copy, record, and transcribe data and information. Ability to classify, compute, tabulate, and categorize data.

Physical Requirements

Ability to operate a variety of office equipment including computer terminal, typewriter, telephone, fax machine, calculator/adding machine, and photocopier.

Ability to coordinate eyes, hands, feet and limbs in performing movements requiring moderate skill, such as typing. Ability to sustain prolonged visual concentration.

Ability to exert light physical effort in sedentary to light work which may involve some lifting, carrying, pushing, and pulling.

Environmental Adaptability

Ability to work under safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use poses a very limited risk of injury.

The physical demands described are representative of those that must be met in order for an individual to perform all the functions of the position. Sawyer County will comply with the Americans with Disabilities Act regarding reasonable accommodations which enable an otherwise qualified individual with a disability to perform the essential functions of the position.

CLOSING STATEMENT:

This description has been prepared to assist in evaluating responsibilities, duties and skills of the position. The duties listed above are intended as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the County and employee and is subject to change by the County as the needs of the County and the requirements of the position change.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Sawyer County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with representatives of Sawyer County.

Employees Signature

Human Resources

Date

Date

Division of Transportation
Investment Management
PO Box 7914
Madison, WI 53707-7914

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: 608-266-3351

Facsimile (FAX): 608-267-6748

June 8, 2015

**FAA Requirement for 2015 Federal Funding –
Certifications, Grant Assurances, Advisory Circulars &
Special Conditions**

Dear Sir or Madam:

Every year airports under Wisconsin's federal block grant must sign documents agreeing to the terms and conditions attached to airport funding. Like last year, FAA is requiring that the airport owners sign Sponsor Certifications, seven in all (the Conflicts of Interest one is new):

- Sponsor Certification for a Drug-Free Workplace
- Sponsor Certification for Equipment and Construction Contracts
- Sponsor Certification for Project Plans & Specifications
- Sponsor Certification for Real Property Acquisition
- Sponsor Certification for Selection of Consultants
- Sponsor Certification for Construction Project Final Acceptance
- Sponsor Certification and Disclosure Regarding Potential Conflicts of Interest

For each document, please fill in the blanks for Sponsor (airport owner) and Airport on page one, fill in the blanks in the signature block and sign and date. Every airport owner should sign all seven documents regardless of whether you have a current project to which the particular certification would apply. Please sign even if there are no projects at your airport this year.

FAA requires airport owners complete all seven certifications before they release funds for 2015 projects.

Please return the completed forms to the Bureau of Aeronautics (scans are fine) by Friday June 12th, 2015 to:

Michele Cumblad, Financial Specialist
Bureau of Aeronautics
Wisconsin Department of Transportation
PO Box 7914
Madison, WI 53707-7914
Michele.Cumblad@dot.wi.gov

FAA requires that airport owners read and retain for your records three additional documents (no signatures needed):

- Airport Sponsor Assurances. Online at http://www.faa.gov/airports/aip/grant_assurances/media/airport-sponsor-assurances-aip.pdf . No changes here from the 2014 version.
- Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects. Online at <https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf> . Not all of the ACs are pertinent to each project.
- Special Conditions (attached). As with the ACs, not all the Special Conditions are pertinent to each project.

The Airport Sponsor Assurances are the most important of all the documents as they completely detail the conditions for accepting federal airport improvement program funds.

It is important to have the documents signed and on file in our office by the above date, especially if your airport is participating in an airport project this year. Please be sure to retain a copy for your files. Thank you for your timely participation in this matter. If you have any questions, please call Michele at (608) 266-2109.

Sincerely,

David M. Greene
Director, Bureau of Aeronautics

DMG:MCS

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: Sawyer County
Airport: Sawyer County Clerk
Project Number: 3-55-SBGP-071
Description of Work: Various projects eligible under the AIP program

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.

Yes No N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. The sponsor's policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehabilitation, and employee assistance programs
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
- Abide by the terms of the statement
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
- Yes No N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
- Yes No N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
 - Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- Yes No N/A
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
- Yes No N/A

Site(s) of performance of work:

Location 1

Name of Location: Sawyer County Airport
 Address: 10930N Airport Road, Hayward, Wisconsin 54843

Location 2 (if applicable)

Name of Location:
 Address:

Location 3 (if applicable)

Name of Location:
 Address:

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of June, 2015

Name of Sponsor: Sawyer County

Name of Sponsor's Designated Official Representative: Kris Mayberry

Title of Sponsor's Designated Official Representative: Sawyer County Clerk

Signature of Sponsor's Designated Official Representative: _____

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: Sawyer County
Airport: Sawyer County Airport
Project Number: 3-55-SBGP-071
Description of Work: Various projects eligible under the AIP program

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided procurements conform to these federal standards.

This certification applies to all equipment projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is or will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts.

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.

Yes No N/A

3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts

Yes No N/A

4. Sponsor procurement actions using the competitive sealed bid method was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.
 - c. Publicly opened at a time and place prescribed in the invitation for bids
 - d. Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor has or will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written request to use competitive proposal procurement method
 - b. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.

Yes No N/A

6. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate determination for the appropriate type of project

Yes No N/A

7. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records
 - b. Buy American Preferences
 - c. Civil Rights (General Provisions and Title VI Assurances)
 - d. Federal Fair Labor Standards
 - e. Occupational Safety and Health Act requirements
 - f. Seismic Safety (applies only to projects that include buildings)
 - g. State Energy Conservation Requirements (as applicable)
 - h. U.S. Trade Restriction
 - i. Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)

Yes No N/A

8. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts
 - b. Copeland "Anti-Kickback" Act

Yes No N/A

9. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving

Yes No N/A

10. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8
- c. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.
- d. All Contracts - Provisions that address termination for cause and termination for convenience

Yes No N/A

11. All contracts exceeding \$25,000, an appropriate check of the System for Award Management has been or will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

Yes No N/A

12. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act 40 USC 3701-3708), Sections 103 and 107
- c. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J))
- d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

Yes No N/A

13. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:

- a. Only one qualified person/firm submits a responsive bid
- b. The contract is to be awarded to other than the lowest responsible bidder
- c. Life cycle costing is a factor in selecting the lowest responsive bidder
- d. Proposed contract prices are more than 10% over the sponsor's cost estimate

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of June, 2015

Name of Sponsor: Sawyer County

Name of Sponsor's Designated Official Representative: Kris Mayberry

Title of Sponsor's Designated Official Representative: Sawyer County Clerk

Signature of Sponsor's Designated Official Representative: _____

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: Sawyer County

Airport: Sawyer County Airport

Project Number: 3-55-SBGP-071

Description of Work: Various projects eligible under the AIP program

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).

Yes No N/A

2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the airport layout plan approved by the FAA.

Yes No N/A

4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.

Yes No N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.

Yes No N/A

6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.

Yes No N/A

7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.

Yes No N/A

8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.

Yes No N/A

9. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.

Yes No N/A

10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.

Yes No N/A

Attach Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of June, 2015.

Name of Sponsor: Sawyer County

Name of Sponsor's Designated Official Representative: Kris Mayberry

Title of Sponsor's Designated Official Representative: Sawyer County Clerk

Signature of Sponsor's Designated Official Representative: _____

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: Sawyer County
Airport: Sawyer County Airport
Project Number: 3-55-SBGP-071
Description of Work: Various projects eligible under the AIP program

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
 Yes No N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
 Yes No N/A

3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project.
 - b. The lessor is a public agency.
 - c. The lease contains no provisions that prevent full compliance with the grant agreement. Yes No N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
 Yes No N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

Yes No N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was or will be obtained for the following:

- a. The right of flight
- b. The right of ingress and egress to remove obstructions
- c. The right to restrict the establishment of future obstructions

Yes No N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel
- b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections

Yes No N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

Yes No N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

Yes No N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement
- b. Supporting documents for settlements included in the project files

Yes No N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property
- b. Supporting documents for awards included in the project files

Yes No N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes No N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of June, 2015

Name of Sponsor: Sawyer County

Name of Sponsor's Designated Official Representative: Kris Mayberry

Title of Sponsor's Designated Official Representative: Sawyer County Clerk

Signature of Sponsor's Designated Official Representative: _____

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: Sawyer County

Airport: Sawyer County Airport

Project Number: 3-55-SBGP-071

Description of Work: Various projects eligible under the AIP program.

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.
 Yes No N/A

2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.
 Yes No N/A

3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.
 Yes No N/A

4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).
 Yes No N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
 Yes No N/A

6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
 Yes No N/A

7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.
 Yes No N/A

8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.
 Yes No N/A

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.
 Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of June, 2015

Name of Sponsor: Sawyer County

Name of Sponsor's Designated Official Representative: Kris Mayberry

Title of Sponsor's Designated Official Representative: Sawyer County Clerk

Signature of Sponsor's Designated Official Representative: _____

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: Sawyer County
Airport: Sawyer County Airport
Project Number: 3-55-SBGP-071
Description of Work: Various projects eligible under the AIP program

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were or will be determined to be qualified as well as competent to perform the work.

Yes No N/A

2. Daily construction records were or will be kept by the resident engineer/construction inspector as follows:
 - a. Work in progress
 - b. Quality and quantity of materials delivered
 - c. Test locations and results
 - d. Instructions provided the contractor
 - e. Weather conditions
 - f. Equipment use
 - g. Labor requirements
 - h. Safety problems
 - i. Changes required

Yes No N/A

3. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.
 Yes No N/A
4. Complaints regarding the mandated federal provisions set forth in the contract documents have been or will be submitted to the Federal Aviation Administration (FAA).
 Yes No N/A
5. All tests specified in the plans and specifications were or will be performed and the test results documented as well as made available to the FAA.
 Yes No N/A
6. For any test results outside of allowable tolerances, appropriate corrective actions were or will be taken.
 Yes No N/A
7. Payments to the contractor were or will be made in compliance with contract provisions as follows:
 - a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
 - b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA. Yes No N/A
8. The project was or will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.
 Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.
 Yes No N/A
10. Work in the grant agreement was or will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.
 Yes No N/A
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been or will be submitted to the FAA.
 Yes No N/A
12. Applicable close out financial reports have been or will be submitted to the FAA.
 Yes No N/A

13. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ 19th _____ day of _____ June _____, _____ 2015 _____.

Name of Sponsor: Sawyer County

Name of Sponsor's Designated Official Representative: Kris Mayberry

Title of Sponsor's Designated Official Representative: Sawyer County Clerk

Signature of Sponsor's Designated Official Representative: _____

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: Sawyer County
Airport: Sawyer County Airport
Project Number: 3-55-SBGP-071
Description of Work: Various projects eligible under the AIP program

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

Yes No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

Yes No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of June, 2015

Name of Sponsor: Sawyer County

Name of Sponsor's Designated Official Representative: Kris Mayberry

Title of Sponsor's Designated Official Representative: Sawyer County Clerk

Signature of Sponsor's Designated Official Representative: _____

minutes of the meeting of the Sawyer County Health and Human Services Board
June 9, 2015; 6:30 p.m.; Assembly Room; Sawyer County Courthouse

Committee Members in Attendance:

Tweed Shuman, Ron Kinsley, Warren Johnson, Shirley Suhsen, Carol Pearson, Norma Ross, Michelle Lambert, Iras Humphreys.

Staff Members in Attendance:

Paul Grahovac, Patty Dujardin, Amy Nigbor, Dave Bauer, Alicia Carlson, Joe Bodo, Eileen Simak, Karla Hasart, Tom Hoff, Cindy Hanus.

The meeting was called to order by Tweed Shuman, noting for the record that Dale Schleeter was absent.

Approval of Agenda

A motion was made by Shirley Suhsen, seconded by Carol Pearson to approve the agenda with the addition of new business E) Request to fill vacated AODA position; motion carried.

Approval of Minutes

A motion was made by Warren Johnson seconded by Ron Kinsley to approve the minutes of the May 12, 2015 meeting as presented; motion carried.

Audience Recognition

There was nothing to report under this item.

Committee Reports

LCO Liaison:

Norma Ross reported the tribe's contract with the Department of Corrections for the operation of the half-way house ends on June 30. They are exploring other options for use of the facility. The tribe, through the Oakwood Haven Shelter, has been awarded the Victim of Crime Act (VOCA) and Domestic Abuse grants. They are currently working on a memorandum of understanding (MOU) with the county.

Executive Committee

Board Chair Tweed Shuman reported the Executive Committee conducted interviews for the AODA Clinic/Criminal Justice Supervisor position. Alicia Carlson was offered, and has accepted the position.

Vouchers

Copies of the May 2015 vouchers, as well as all bills paid since the last board meeting were submitted for approval. A motion was made by Iras Humphreys, seconded by Ron Kinsley to approve the vouchers as submitted; motion carried.

Old Business:

Residential Services Update

The AODA/Mental Health coordinator recapped his written report on the census at Transitions and crisis on call case management. He reported efforts to hire additional staff at Transitions have been unsuccessful. At current staffing levels they are unable to manage high needs clients.

Motor Pool Usage

The board members reviewed the motor pool usage report for May 2015. A motion was made by Warren Johnson, seconded by Ron Kinsley to accept the report as presented; motion carried.

Economic Support Consortium Update

Per the director, the Northern IM Consortium will incur an eight to ten percent reduction in funding for 2016. As a result, Sawyer County will realize a reduction in funds of approximately \$8,000. The consortium continues to work on Day Care funding issues.

Juvenile Residential Facility

The Juvenile Justice Supervisor reported a 100% occupancy rate at Oasis for May 2015. With school out of session, discharges are planned for two out of county kids. There are two Sawyer County resident admissions pending; one in June and one in July. A motion was made by Ron Kinsley, seconded by Iras Humphreys to accept the report as presented; motion carried.

Budget Performance Report

Copies of the April 2015 Budget Performance Report for Health and Human Services were reviewed. A motion was made by Carol Pearson, seconded by Shirley Suhsen to accept the report as presented; motion carried.

Out of County Travel

Proposed out of county travel and training for the months of June/July 2015 were submitted for approval, with the following additions/revisions:

- Birth to Three training for Kathy Kephart and Donna Tveten in Lac du Flambeau June 21 and 22
- Kinship Care Policy training for Karla Hasart in Rhinelander June 11
- Northern Counties Preparedness meeting on June 23 revised to meet in Hurley

A motion was made by Shirley Suhsen, seconded by Michelle Lambert to approve the out of county travel and training; motion carried.

Annual Evaluation

Board Chair Tweed Shuman asked the board members to complete their evaluations of the agency director (if they have not already done so) and submit them to him as soon as possible. The Chair and Iras Humphreys will compile the information. Ron Kinsley requested the scheduling of a closed session on the July agenda for board members to complete their collective evaluation and a closed session on the August agenda to meet with the director. The director was asked to complete a self-evaluation for review by the board.

New Business:

Open House

The director requested board approval to close the agency to normal operations on Thursday, June 25 from 11:00 A.M. until 1:00 P.M. to conduct an open house event to fulfill a public participation planning process as required by the state. A motion was made by Warren Johnson, seconded by Ron Kinsley to approve the closing; motion carried. Board members were invited to attend.

2014 Adult Protective Services Data

The ADRC-N Branch Manager presented statistical data to the board on adult protective services provided in 2014 as well as case numbers reported from 2009-2013 for comparison. A motion was made by Carol Pearson, seconded by Shirley Suhsen to accept the report as presented; motion carried.

Public Health Annual Report

The Public Health Officer provided to the board the Sawyer County Public Health Annual Report for 2014. Topics such as communicable disease, preparedness and the September 2014 flood in Hayward were discussed.

Public Health Environmental Concerns

In addition to the annual report, the Public Health Officer gave an overview of environmental complaints handled by the Health Department from January through May 2015. Complaints range from food safety at restaurants to rabies investigations with animal control. A growing concern has been complaints of garbage not being disposed of properly or in a timely manner. Among the department's active programs are a survey by township regarding garbage disposal policies and addressing the role of the landlord in rental situations.

Request to fill AODA Position

The director made a request to fill the AODA Counselor position which was vacated as a result of hiring the new AODA Clinic/Criminal Justice Supervisor. A motion was made by Warren Johnson, seconded by Carol Pearson to forward to the Administration Committee the recommendation to fill the position as soon as possible; motion carried. Interviews for the AODA Counselor/Prevention Specialist position have temporarily been put on hold so that the Administration Committee can meet with the new County Administrator to discuss a hiring process protocol.

Any Items for Discussion Only

There was nothing to report under this item.

Adjourn

A motion to adjourn was made by Warren Johnson, seconded by Michelle Lambert; motion carried. Meeting adjourned at 7:45 P.M.

minutes of the meeting of the Administration Committee
Sawyer County Board of Supervisors
June 11, 2015; 8:30 a.m.; Assembly Room; Sawyer County Courthouse

members present: Hal Helwig (Chair) Dale Schleeter, Dean Pearson, Brian Bisonette, Dale Thompson

also present: County Board members Bill Voight and Warren Johnson, Information Technology Department Director Mike Coleson, County Administrator Tom Hoff, County Clerk Kris Mayberry

Motion by Schleeter, 2nd by Pearson, to approve the meeting agenda. Motion carried.

Motion by Schleeter, 2nd by Pearson, to approve the May 14, 2015 meeting minutes. Motion carried.

Veterans Service Department Director Renee Brown presented a written department report (copy in meeting file).

Register of Deeds Paula Chisser presented the Land, Water, and Forest Resources Committee recommendation to replace an employee for a position shared between the Register of Deeds Office and the Land Records and County Surveyor's Office. The position is vacant due to a resignation. Motion by Bisonette, 2nd by Schleeter, to recommend County Board approval to fill the position. Motion carried.

Wisconsin Department of Transportation Northwest Region Local Program Manager Bill Zimmer, Wisconsin Department of Natural Resources Regional Program Manager Ben Bergey, and Friends of the Tuscobia President Ron Petit presented information and answered questions about the Winter Depot Restoration Project and a proposed Revision #1 of a State/Municipal Agreement for the Transportation Alternatives Program Project signed by Sawyer County on March 23, 2009. The revised agreement provides for project funds to be shifted from construction costs to design costs. Mr. Zimmer indicated that the revised agreement does not obligate Sawyer County to pay additional funds beyond those obligations incurred with the 2009 agreement. Motion by Schleeter, 2nd by Pearson, to forward the issue to the County Board without a recommendation. Motion carried.

The Committee reviewed a Land, Water, and Forest Resources Committee recommendation to approve filling a position as a replacement for a retiring clerical employee in the Forestry Department. Motion by Thompson, 2nd by Bisonette, to refer the recommendation to the County Administrator. Motion carried.

The Committee reviewed an Economic Development and UW-Extension Committee recommendation to approve filling a recently vacated half-time Administrative Assistant position in the UW-Extension Department. Motion by Schleeter, 2nd by Pearson, to refer the recommendation to the County Administrator. Motion carried.

The Committee reviewed an Economic Development and UW-Extension Committee recommendation to approve hiring a former Sawyer County University of Wisconsin-Extension Office employee to work 5 hours a week in the Extension Office to perform the duties of the Administrative Assistant in the UW-Extension Department until the vacant position is filled. Motion by Pearson, 2nd by Bisonette, to refer the recommendation to the County Administrator. Motion carried.

The Committee reviewed a Health and Human Services Board recommendation to fill a vacant Alcohol and Other Drug Abuse Counselor position in the Health and Human Services Department. Motion by Pearson, 2nd by Thompson, to recommend County Board approval to fill the position. Motion carried.

The Committee discussed that Sawyer County Family Court Commissioner and Director of Family Court Services Susan Lein presented the Public Safety Committee with a request for approval to increase the amount paid contracted mediators in family law cases from \$50 per hour to \$70 per hour, and to pay mediators mileage at the rate paid to County employees. Circuit Court Judge Gerald Wright advised the Public Safety Committee that the compensation for mediators in family law cases comes from a mediation fund generated from court fees that must be spent for such purposes. The Public Safety Committee recommends approval of the request. Motion by Pearson, 2nd by Schleeter, to recommend County Board approval of the recommendation. Motion carried.

The Committee reviewed a proposal from M3 Insurance Solutions to provide professional liability insurance coverage for Sawyer County Ambulance Service Medical Director Dr. David A. Lang for the period from June 10, 2015 to June 10, 2016. The total annual premium for the coverage would be \$6,117.17. The Committee reviewed the minutes of the Sawyer County Board meeting held May 28, 2014 which approved Dr. Lang's offer to serve as the Medical Director with compensation for the services being \$500 per month and with Sawyer County to provide compensation (not to exceed \$5,000) for Dr. Lang to procure malpractice insurance. The Public Safety Committee recommends approval for payment of the \$6,117.17 premium to secure a continuation of the coverage. Motion by Thompson, 2nd by Pearson, to approve the recommendation. Motion carried.

Sawyer County Position Description

Title: AODA Counselor
Department: Health and Human Services Department
Reports to: AODA Clinic/Criminal Justice Supervisor

Purpose of Position:

Assist in delivering nonresidential treatment services that provide a variety of evaluation, diagnostic intervention, crisis and counseling services relating to substance abuse in order to ameliorate symptoms and restore effective functioning. This position is under direct supervision of the AODA Clinic/Criminal Justice Supervisor.

Essential Duties and Responsibilities

The duties and responsibilities described below are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

AODA Counselor Duties:

- Screen applicants to determine appropriateness and eligibility for admission to the outpatient program and residential treatment program.
- Provide intake and orientation including the filling out of all appropriate agency forms; documenting initial assessment; complete family, medical, social and vocational histories; describing to the client the nature and goals of the program, rules, treatment costs and client rights.
- Conduct assessments to identify and evaluate client strengths, weaknesses, problems and needs for the development of the treatment plan.
- Complete written individualized treatment plans that identify and rank problems needing resolution; establish agreed upon immediate and long term goals and establish the treatment process and resources to be utilized.
- Implement and monitor treatment plan in order to ensure best possible outcomes.
- Provide counseling to individuals, groups, families and significant others to help them mobilize resources to resolve problems, and/or modify attitudes and values incorporating evidenced base practices.
- Provide case management activities that bring services, agencies, resources or people together within a planned framework of action directed toward the achievement of established goals.
- Provide crisis intervention services that respond to an alcohol and/or other drug abuser's needs during acute emotional and/or physical distress situations
- Provide information and education to individuals and groups concerning alcohol and other drug abuse and available services and resources.
- Provide referral services by identifying the needs of the client that cannot be met by the agency and assisting the client to utilize community resources available.
- Responsible for maintaining client files and records, charting results of assessment and treatment plan; writing reports, progress notes, discharge summaries and other client related data.
- Consultation with other professionals in regard to client treatment/services.
- Serve as either a case manager/counselor on Sawyer County's Drug Court Team, including the need for a working knowledge of court organizations. Possess the ability to decipher and understand court orders, court-related issues and work closely with judicial officers, court personnel and the Department of Corrections.
- Complete weekly case notes, write up agreements, and compile reports for the Drug Court Teamings on a weekly basis.
- Provide back-up services to the STOP Program Coordinator, which may include performing and/or arranging for testing such as urinalysis, breath analysis, logging, and securing evidence. Back-up may also require the placement or removal of electronic monitoring systems on individuals placed in alternative programming.
- Attend and participate in weekly staff meetings, supervision times and other regularly scheduled meetings.
- Perform other duties as required.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND EXPERIENCE:

Associate's degree in Human Services related field. Bachelor's degree preferred; Master's degree desired. Applicant must possess a substance abuse counselor licensure through Wisconsin Department of Safety & Professional Services. (CSAC/SAC) or possess a Professional Counselor License with Substance Abuse Specialty Authorization. If employed for less than one year, the employee is required to reimburse the county for any county paid licensure/certification fees on behalf of said employee. Applicant must have a valid driver's license and proof of insurance.

PHYSICAL AND MENTAL ABILITIES REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Language Ability and Interpersonal Communication

Ability to analyze data and information using established criteria in order to determine consequences and to identify and select alternatives. Ability to compare, count, differentiate, measure, copy, record, and transcribe data and information. Ability to classify, compute, tabulate, and categorize data.

Ability to counsel and mediate. Ability to persuade, convince, and train other. Ability to advise and provide interpretation regarding the application of policies, procedures, and standards to specific situations.

Ability to utilize a variety of advisory and design data and information such as budgets, vouchers, receipts, journal entries, income statements, tax withholding reports, resolutions, ordinances, time cards, retirement reports, payroll records, computer software operating manuals, Wisconsin Retirement System manuals, Department of Transportation accounting manuals, GAAP accounting methods, correspondence, and state accounting manuals.

Mathematical Ability

Ability to calculate percentages, fractions, decimals, volumes, ratios, and present values. Ability to interpret basic descriptive statistical reports. Ability to prepare and analyze complex reports, financial statements, governmental accounting, cost analysis, and other relevant data.

Judgment and Situational Reasoning Ability

Ability to use functional reasoning in performing influence functions such as supervising, managing, leading, teaching, directing and controlling.

Ability to exercise the judgment, decisiveness, and creativity required in situations involving the direction, control and planning of an entire program or multiple programs.

Physical Requirements

Ability to operate a variety of office equipment including computer terminal, typewriter, telephone, fax machine, calculator/adding machine, and photocopier.

Ability to coordinate eyes, hands, feet and limbs in performing movements requiring moderate skill, such as typing. Ability to sustain prolonged visual concentration.

Ability to exert light physical effort in sedentary to light work which may involve some lifting, carrying, pushing, and pulling.

Environmental Adaptability

Ability to work under safe and comfortable conditions where exposure to environmental factors such as repetitive computer keyboard use poses a very limited risk of injury.

Selection Guidelines

Formal application, rating of education and experience; oral interview and reference check. A state background check is required.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Sawyer County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with representatives of Sawyer County.

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The Committee reviewed the following proposed resolution received from the Northwest Regional Planning Commission:
Resolution # -2015

Resolution In Support of Continued De-federalization
of the Regional Consolidated Revolving Loan Fund

WHEREAS, many Sawyer County municipalities voluntarily transferred the assets of the Community Development Block Grant (CDBG) funded Revolving Loan Fund to the Northwest Wisconsin Regional Economic Development Fund (NWREDF) in order to allow the businesses in Sawyer County greater access to a more flexible source of business financing and enhance economic development in the Northwestern Region of Wisconsin; and

WHEREAS, staff of the Northwest Regional Planning Commission followed the guidance and direction provided by the Wisconsin Department of Commerce (DOC) and the Department of Housing and Urban Development (HUD) in developing the process to consolidate and de-federalize the municipal revolving loan funds in the NWREDF as outlined in the Memorandum of Understanding executed in April 2006; and

WHEREAS, starting in 2011, administration of the CDBG program at the state level was transferred from DOC to the Wisconsin Economic Development Corporation (WEDC), and then to the Wisconsin Department of Administration (DOA) in July 2013; and

WHEREAS, on April 27, 2015 DOA notified the NWREDF that HUD has determined that the proper de-federalization process was not followed and that all existing cash and future consolidated loan fund repayments thereby must be considered federal and must adhere to all accompanying federal rules and requirements; and

WHEREAS, Sawyer County does not agree with the DOA and HUD ruling because the process of de-federalization was originally provided by DOC and HUD;

WHEREAS, having to administer the Consolidated Revolving Loan Fund with the existing federal guidelines will minimize the funds usefulness to businesses in that the federal requirements are restrictive and burdensome; and

NOW, THEREFORE, BE IT RESOLVED, that the Sawyer County Board of Supervisors encourages DOA and HUD to reconsider their ruling and allow the Consolidated Revolving Loan Fund proceeds to continue in their de-federalized status. This de-federalization is necessary and vital to Northwest Wisconsin businesses as they seek to add jobs and investment to the regional economy.

Motion by Schleeter, 2nd by Pearson, to recommend County Board approval of the resolution. Motion carried.

The Committee reviewed a proposed intergovernmental memorandum of understanding between Sawyer County and the Lac Court Oreilles Band of Lake Superior Chippewa Indians (LCO) confirming the understanding that \$100,000 of LCO's 2015 gaming proceeds, as provided for in Section XXXII(A)(5) of the 2003 Amendment to the LCO and State of Wisconsin Gaming Compact of 1991, be utilized by the County and LCO each being allocated \$50,000. The Lac Court Oreilles Tribal Governing Board approved the memorandum of understanding. Motion by Pearson, 2nd by Thompson, to recommend County Board approval of the memorandum of understanding. Motion carried.

County Clerk Kris Mayberry provided a department report, including advising the Committee that he is planning retirement at the end of 2015 and reviewed with the Committee procedures set forth in section 17.21 of the Wisconsin Statutes for filling a vacancy in an elective county office.

The Committee reviewed a financial report (copy in meeting file) through May of 2015 prepared by County Treasurer Dianne Ince and the Wisconsin Department of Revenue monthly report on county sales and use tax distribution to Sawyer County which included the following information:

- distributed to Sawyer County in May of 2015 - \$165,146.62
- distributed to Sawyer County in 2015 through May - \$679,715.48
- distributed to Sawyer County through same month in 2014 - \$529,801.68
- 2015 Sawyer County Budget sales and use tax revenue forecast - \$1,600,000

Information Technology Department Director Mike Coleson provided a written department report (copy in meeting file). Motion carried.

The Committee reviewed the monthly department expense vouchers. Motion by Thompson, 2nd by Pearson, to approve the vouchers. Motion carried.

Motion by Thompson, 2nd by Schleeter, to adjourn the meeting. Motion carried.

Minutes prepared by Sawyer County Clerk Kris Mayberry

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of the Regional Consolidated Revolving Loan Fund

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Advantages of "De-federalization" and Consolidation of Local Revolving Loan Funds (RLF)

- Communities will have access to a much larger pool of funds for local projects. All local "caps" are removed.
- Greater flexibility of loan terms for businesses
- Spreads the risk of lending over a greater area
- Ability to leverage additional Federal and State funds by utilizing pooled funds as match and grant application costs
- Ability to retain CDBG-RLF funds instead of returning to the State thereby providing additional local investment
- Access to centralized computer based loan tracking and collection system, and administrative cost sharing
- Federal reporting requirements are lifted. This is everything from ethnic information for new hires to household income information.
- The Davis-Bacon Act does not apply to loans from de-federalized monies.

(The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.)

- Funds can be used for incubator loans
- A portion of the funds can be used for downtown revitalization, i.e. façade loans
- Ability to use funds to establish a venture fund and/or make equity investments

For communities that elected to retain their CDBG-RLF funds, none of the aforementioned is possible. If the regionalized funds were to be declared "federalized," all of the administrative burdens and restrictions for use would return.



Pride of the Ojibwe

13394 W Trepania Road . Hayward . Wisconsin . 54843
Phone 715-634-8934 . Fax 715-634-4797

May 18, 2015

Hal Helwig, Chairman
Sawyer County Board of Supervisors
PO Box 836
Hayward WI 54843

RE: Intergovernmental MOA – Use of \$100,000.00

Dear Mr. Helwig:

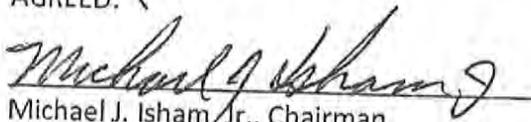
On May 17, 2007 the Lac Courte Oreilles Band of Lake Superior Chippewa Indians (the "Tribe") and Sawyer County (the "County") entered into an Intergovernmental MOA in order to jointly utilize \$100,000.00 of the Tribe's annual Compact withholding, as provided for in Section XXXIII(A)(5) of the 1998 Amendment to the Lac Courte Oreilles Band of Lake Superior Chippewa Indians and the State of Wisconsin Gaming Compact of 1991. The purpose of the letter is to confirm the understanding of the Tribe and the County regarding allocation and use of 2015 funds.

It is my understanding that the "Tribal/County MOA Committee," which was formed pursuant to the MOA, has met and recommended that the Tribe and the County each be allocated \$50,000.00 of the 2015 funds.

The Tribe agrees with this allocation as indicated by my signature below. If this arrangement is acceptable to the County, please countersign both originals of this letter, return one original to my office, and retain the other for your records.

Please do not hesitate to contact me with questions.

AGREED: \


Michael J. Isham, Jr., Chairman
Lac Courte Oreilles Tribal Governing Board

Date: _____

AGREED:

Hal Helwig, Chairman
Sawyer County Board of Supervisors

Date: _____