

**Grant County Board of Supervisors  
May 15, 2018**

The Grant County Board of Supervisors met on Tuesday, May 15, 2018 at 6:00 p.m. in Room 264 on second floor of the Administration Building, Lancaster, WI pursuant to the adjournment of the April 17, 2018 meeting.

Robert Keeney, County Board Chair called the meeting to order and the Pledge of Allegiance was recited.

Verification of compliance with the open meeting law was a notice in the Herald Independent stating the date, time and place of the County Board Meeting and posted in two public posting locations and the county website verified by Linda K. Gebhard, County Clerk.

Roll Call, May 15, 2018

	Present	Absent	Excused
Carol Beals	X		
John Beinborn	X		
Ronald Coppernoll	X		
Gregory Fry	X		
Roger Guthrie	X		
Dale Hood	X		
Lester Jantzen	X		
Robert Keeney	X		
Mike Lieurance	X		
Dwight Nelson	X		
Gary Northouse	X		
John Patcle	X		
Gary Ranum	X		
Robert Scallon	X		
Donald Splinter	X		
Mark Stead	X		
Porter Wagner	X		

The Clerk took the roll call resulting in 17 present. Therefore a quorum was present.

Agenda: Greg Fry, seconded by John Beinborn, made a motion to approve the second amended agenda. Motion carried.

Minutes: Roger Guthrie, seconded by Porter Wagner made a motion to approve the minutes of April 17, 2018 with the following corrections. Roll Call included Grant Loy and Daniel Timmerman instead of Gary Northouse and Porter Wagner. On page 23 Dale Hood receiving 8 votes was listed twice. Motion carried.

John Beinborn asked Ben Wood, Corporation Counsel if the statement discussed at the April meeting, "There shall not be more than two rule changes per legislative session" was that added in the current County Board Rules. Ben stated, since the motion failed to change the rules that statement would not be added. The Rules would go back to the current draft with no changes.

Communications: Chair Keeney announced the County Clerk received a CD of the application of filing from ATC/ITC and Dairyland Power for the Cardinal Hickory Creek Power Line if they were interested in listening to it.

LEAN Project Presentation (Health Department) : Time Management – Team Use It or Lose It!: Amy Miller and Kim Martens informed the Board Members on the project they had worked on to help better manage comp and flex time off, vacation time and discretion time of the Health Department staff. The scope was to cut down on the comp time, fine tune their on call policy and procedures and review their current process flow.

Employee Recognition(s): None

Appointment(s): Southwest WI Library System - James Hibbard: Chair Keeney asked for approval from the Grant County Board of Supervisors to appoint James Hibbard, Head Librarian at the Karrmann Library at UW-Platteville to serve on the Southwest WI Library System board of trustees. He would be serving on that board as a Grant County representative.

A motion was made by Mark Stead, seconded by Robert Scallon, to approve the appointment of James Hibbard to serve on the Southwest WI Library System Board of Trustees representing Grant County. Motion carried.

Chair Keeney asked for approval to appoint Supervisor Dale Hood to serve on the ADRC Regional Board of the Aging and Disability Resource Center of Southwest WI-South to represent Grant County.

John Beinborn, seconded by Gary Northouse, made a motion to approve the appointment of Dale Hood to the ADRC Regional Board. Motion carried.

Grants: None

Sale of Tax Deed Property: Carrie Eastlick, Treasurer presented the bids to the Grant County Board of Supervisors for their approval.

1. Parcel 211-00295-0000 City of Cuba City bid of \$50.00 from Donald Loeffelholz
2. Parcel 151-00313-0010 Village of Montfort bid of \$100.00 from Jameson Pustina
3. Parcel 018-00636-0000 Town of Glen Haven bid of \$412.00 from Stephen Adrian
4. Parcel 172-00343-0000 Village of Potosi bid of \$50.00 from Steven McCoy

A motion was made by Mark Stead, seconded by Gary Ranum, to accept all the bids made on the stated properties of Grant County. Motion carried.

Request to use carryover for swine barn construction and pens: Amy Olson, Fair Director presented the request to the Grant County Board of Supervisors. They are in construction of the new swine barn; because of higher costs for steel the cost of the construction has elevated. They have been holding fund raisers and will continue to hold them but to cover the construction costs they were forced to make this request. Amy would like to use some of the funds from the fair and barn carryover accounts along with \$125,000.00 they are requesting from the general fund.

They will pay the general fund back over a 5 year term. The Executive Committee has recommended this request for approval. Amy also stated she would be looking into using some funds from the livestock trust.

Ron Coppernoll, seconded by Roger Guthrie, made a motion to allow the Fair Grounds to use \$40,000.00 from the fair carryover account and \$20,500.00 from the barn carryover account, plus funds used from the fund raisers to go toward the construction costs of the new swine barn. Roll Call Vote was called for.

DATE: May 15, 2018

QUESTION: Approval to use Fair and Barn Carryover funds toward construction of the new swine barn.

	YES	NO	ABSENT
1. GARY RANUM	X		
2. GARY NORTHOUSE	X		
3. ROBERT SCALLON	X		
4. ROBERT KEENEY	X		
5. ROGER GUTHRIE	X		
6. JOHN PATCLE	X		
7. GREGORY FRY	X		
8. RONALD COPPERNOLL	X		
9. MIKE LIEURANCE	X		
10. MARK STEAD	X		
11. DALE HOOD	X		
12. DWIGHT NELSON	X		
13. CAROL BEALS	X		
14. LESTER JANTZEN	X		
15. JOHN BEINBORN	X		
16. DONALD SPLINTER	X		
17. PORTER WAGNER	X		

County Clerk took the roll call vote resulting in 17 yes votes, therefore motion carried.

Request to borrow from general fund for swine barn construction: Amy Olson, Fair Director presented the request to the Grant County Board of Supervisors.

Greg Fry, seconded by Gary Northouse made a motion to allow the Fair Grounds to use \$125,000.00 out of the General Fund to go toward construction costs of the new swine barn to be paid back over a five year term. A roll call vote was called for.

DATE: May 15, 2018

QUESTION:

	YES	NO	ABSENT
1. GARY RANUM	X		
2. GARY NORTHOUSE	X		
3. ROBERT SCALLON	X		
	YES	NO	ABSENT

- |                      |   |
|----------------------|---|
| 4. ROBERT KEENEY     | X |
| 5. ROGER GUTHRIE     | X |
| 6. JOHN PATCLE       | X |
| 7. GREGORY FRY       | X |
| 8. RONALD COPPERNOLL | X |
| 9. MIKE LIEURANCE    | X |
| 10. MARK STEAD       | X |
| 11. DALE HOOD        | X |
| 12. DWIGHT NELSON    | X |
| 13. CAROL BEALS      | X |
| 14. LESTER JANTZEN   | X |
| 15. JOHN BEINBORN    | X |
| 16. DONALD SPLINTER  | X |
| 17. PORTER WAGNER    | X |

County Clerk took the roll call vote resulting in 17 yes votes, therefore motion carried.

Request to use carryover funds for Nursing Compliance & Quality Coordinator: Amy Miller presented the request to use Health Department carryover if needed. The Health Committee recommended the request for approval. The new position would help fund itself by helping the department control some of the regulatory issues and better quality measures. The maximum amount would be \$85,000.00 but the amount they are asking to have approved would be \$46,000.00 for this position to start as soon as possible and finish out the remainder of 2018. The requirement would be an RN with a Bachelor’s degree and a full time position. They are in hopes this position will pay for itself; the position will generate revenue because it will be paid back by improving quality measures.

Carol Beals, seconded by Dwight Nelson, to approve adding a position for a Nursing Compliance & Quality Coordinator using Health Department carryover money of \$46,000.00 to fund the position though the remainder of 2018. A Roll Call Vote was called for.

DATE: May 15, 2018

QUESTION: Use Health Department carryover for a new position.

- |                      | YES | NO | ABSENT |
|----------------------|-----|----|--------|
| 1. GARY RANUM        | X   |    |        |
| 2. GARY NORTHOUSE    | X   |    |        |
| 3. ROBERT SCALLON    | X   |    |        |
| 4. ROBERT KEENEY     | X   |    |        |
| 5. ROGER GUTHRIE     | X   |    |        |
| 6. JOHN PATCLE       | X   |    |        |
| 7. GREGORY FRY       | X   |    |        |
| 8. RONALD COPPERNOLL | X   |    |        |
| 9. MIKE LIEURANCE    | X   |    |        |
|                      | YES | NO | ABSENT |

10. MARK STEAD	X
11. DALE HOOD	X
12. DWIGHT NELSON	X
13. CAROL BEALS	X
14. LESTER JANTZEN	X
15. JOHN BEINBORN	X
16. DONALD SPLINTER	X
17. PORTER WAGNER	X

County Clerk took the roll call vote resulting in 17 yes votes, therefore motion carried.

Potter Lawson Additional Services Authorization No. 3: Chair Keeney handed out the information from Potter Lawson describing the additional services.

**PLEASE SEE THE ATTACHED DOCUMENT (1).**

Roger Guthrie, seconded by Porter Wagner, made a motion to approve the additional services authorization as presented for a total \$6,800.00. A roll call vote was called for.

DATE: May 15, 2018

QUESTION: Potter Lawson Additional serviced Authorization No. 3

	YES	NO	ABSENT
1. GARY RANUM	X		
2. GARY NORTHOUSE	X		
3. ROBERT SCALLON	X		
4. ROBERT KEENEY	X		
5. ROGER GUTHRIE	X		
6. JOHN PATCLE	X		
7. GREGORY FRY	X		
8. RONALD COPPERNOLL	X		
9. MIKE LIEURANCE	X		
10. MARK STEAD	X		
11. DALE HOOD	X		
12. DWIGHT NELSON	X		
13. CAROL BEALS	X		
14. LESTER JANTZEN	X		
15. JOHN BEINBORN	X		
16. DONALD SPLINTER	X		
17. PORTER WAGNER	X		

County Clerk took the roll call vote resulting in 17 yes votes, therefore the motion carried.

LEC, SS & ADRC Progress Report: Brad Bierman, EPIC gave an update on the progress on the new facility. They are getting ready to start the brick on the outside of the building. The Mechanical equipment is being delivered. The roof is competed except for the jail pod, which they are still

working on. Brad handed out a list of change orders that they have been dealing with and a worksheet of the total project cost estimates.

**PLEASE SEE THE ATTACHED DOCUMENT (2).**

Discussion & Possible action on Change orders for LEC, SS & ADRC Facility: No further action was taken on the change orders at this time.

Discussion & Possible action on Developers Agreement between Grant County and the City of Lancaster pertaining to the extension of Sewer Main: Chair Keeney and Ben Wood, Corporation Counsel presented the updated agreement to the Board. Both the City of Lancaster and County made slight changes in the original draft. They are asking the Board to approve this draft for the wastewater services.

Roger Guthrie, seconded by Porter Wagner, made a motion to approve the updated draft of the Development Agreement between Grant County and City of Lancaster after minor changes were made by both parties to the previously approved agreement. Motion carried.

**Development Agreement  
Between Grant County  
And the City of Lancaster**

This Development Agreement (Agreement) is entered into by Grant County (the "County"), and the City of Lancaster (the "City"), concerning extension of wastewater service to the Grant County Farm Property (the "Property").

**Recitals**

**WHEREAS**, the County and the City agree that the development of the Property is in the best interest of both parties.

**WHEREAS**, the County and City agree that for the development of the Property for County facilities, extension of municipal wastewater conveyance is necessary and required.

**WHEREAS**, both parties understand the tight timeline of this project, a timetable to monitor project progress is extremely important. The timeline by Strand Associates in their letter to the City dated February 28, 2018 is the guide to timing, with substantial completion (operational) by March 31, 2019 and final restoration by May 31, 2019.

**NOW THEREFORE, the parties agree as follows:**

**Obligations of the County**

**Acquisition of Easements for Utility Infrastructure.** The City and the County agree to work together to acquire the easements which will be between landowner and the City. The County agrees to reimburse the City for reasonable expenses incurred by the City in the acquisition process. The City will work with the County to minimize the necessity to hire a third party to complete any work. If a third party must be contracted, both the City and the County Board shall agree in writing that the third party is necessary.

**Wastewater Improvements located on County owned parcels.** The County agrees that all wastewater improvements prior to connection to the wastewater screen shall be considered the responsibility of the County, including maintenance, repair, and replacement. The County may contract with the City for maintenance, repair, and replacement of such facilities in a separate agreement.

**Construction of Infrastructure.** The County shall pay all reasonable expenses associated with the design, construction, inspection, and development of wastewater extensions. The City shall be responsible for procurement of engineering services including design and resident project observation. Reasonable expenses shall be defined for the purposes of this Agreement as up to but not to exceed \$1.892 million plus up to \$300,000 for the mechanical screen and building, without further action by the County Board. Payment shall be made by the County within 30 days of receipt of an invoice reflecting such charges. It is expressly understood that such charges may include, but are not limited to, reasonable fees charged by outside engineering firms, and other professional firms engaged by the City to design and oversee construction of improvements, and force account expenses of the City related to the same. Furthermore, the City and County will mutually determine the selection of contractor and equipment to be used to complete this project. The County shall be responsible for all costs incurred by County Staff and county-retained consultants related to services performed on this project.

#### **Obligation of the City**

**Ownership and Maintenance of Utilities.** Upon completion of the project, both Parties agree that the City shall own and maintain all wastewater system improvements from the point that County facilities connect to the lift station, which includes the wastewater screen and are conveyed to the City wastewater treatment plant.

**Future Connections to the wastewater system.** All future connections shall be at the sole discretion of the City. The City may require annexation to the City before connection, or may require any other type of legal agreement, including the development of a sanitary district, before allowing such connection. The City agrees to work with the County to allow connections for County facilities to the wastewater system, but both Parties agree there may need to be a separate agreement to document that relationship.

**Hook Up Charges - Cost recovery for capacity developed in wastewater improvements more than what is needed to serve the County owned facilities.** The wastewater facilities are being designed to serve both existing and developing County facilities. The City shall collect hook up charges from future development and reimburse the County when those charges are received. The Hook Up Charge fee shall be based on the total designed REU of the System and the REU needed to serve the additional development.

#### **General Terms and Conditions**

**Default.** If the County or City does not comply with provisions of this Agreement within the time limits and in the manner for the completion as therein stated, in that the County or the City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Agreement, and if, within thirty

(30) days after notice of such default by the non-defaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period (but in any event if the defaulting party shall not have cured such default within one hundred twenty (120) days, then the non-defaulting party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance by the party in default of its obligations. If any action is instituted by the either party hereunder, the nonprevailing party in such action shall pay all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Agreement.

The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the default except to the extent specifically waived.

**Notice.** Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the County shall be addressed to:

Grant County  
Attn: County Board Chair  
111 South Jefferson Street  
Lancaster, WI 53813

Notices to City shall be addressed to:

City of Lancaster  
Attn: City Administrator  
206 South Madison Street  
Lancaster, WI 53813

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

**Modification.** The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the County and City. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.



**Effective and Termination Date.** This Agreement shall become effective on the date set forth herein and shall remain in full force and effect until mutually agreed arrangements are made for termination.

**Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

**Time is of the Essence.** Both parties acknowledge that time is of the essence in meeting the deadlines associated with the construction of the project. Both parties commit to responding to review and action needs of the project with all reasonable haste, including scheduling of meetings of elected officials in which to approve actions necessary to keep the project on track with the target completion date.

**Validity and Severability.** It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Wisconsin, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Contract shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Agreement by reference.

Adopted and approved this 15<sup>th</sup> day of May, 2018, by the Grant County Board Supervisors.

BOARD OF SUPERVISERS BY:  
/s/ Robert C. Keeney, County Chair

**ATTEST:** I, Linda K. Gebhard, Grant County Clerk, do certify that the Resolution has been approved by the Grant County Board of Supervisors at a meeting held on May 15, 2018.  
/s/ Linda K. Gebhard, County Clerk

CITY OF LANCASTER BY:  
/s/ David C. Varnam, Mayor  
/s/ David Kurihara, City Clerk

**EWP Streambank Stabilization Projects (Cassville/Waterloo):** Steve Braun, Emergency Management requested permission to move forward with an agreement with the National Resources Conservation Service (NRCS) to conduct three projects through the Emergency Watershed Protection Program (EWP). The program will assist three homeowners in the Cassville with stabilizing embankment failures/erosion related to the July 2017 flash flooding. The NRCS program pays 75%, and the homeowners will be responsible for the remaining 25% share. The project sites are on Brewery Hollow Road, State Highway 133, and Farnuff Road. The total maximum cost of the three projects is \$207,500, with a \$155,625 covered by NRCS and the remaining \$51,875 to be covered by the three homeowners. Braun noted that one of the projects

will likely be scaled back from the original specifications, which could cut more than \$70,000 from these 'maximum' totals. Once an agreement is in place, Grant County will bid the projects.

Robert Scallon, seconded by Lester Jantzen, made a motion to approve the request to allow Emergency Management to oversee the Emergency Watershed Protection Program. Motion carried.

Comprehensive Plan Change: None

Zoning Plan Amendment(s): None

Dog Claim(s): Grant County Humane Society: Roger Guthrie presented the dog claim to the County Board from the Grant County Humane Society for three stray dogs.

A motion was made by Roger Guthrie, seconded by Mike Lieurance to pay \$450.00 to the Grant County Humane Society for 3 stray dogs taken in contingent on the approval of the Ag and Extension Committee which will meet on May 21, 2018. Motion carried.

Committee Reports:

**Executive - John Patcle**— all issues discussed were acted at the County Board Meeting.

**Highway – John Patcle**—they opened bids for the new roof on a salt shed, they got the new State purchasing policy for salt, and they made a motion to support the new bicycle trail from Belmont to Platteville which DNR named the "Mound View State Trail". County E is closed for bridge replacement. Dave Lambert also informed the Board that the road was closed between Stitzer and Livingston.

**Southwest CAP, Ron Coppernoll**—Director from southwest CAP was called to Washington DC to testify on the opioid issues.

**Ag and Extension/Fair Committee-Roger Guthrie**—2018 Fair is in progress and the new swine building is under construction.

**Orchard Manor-Robert Scallon**—Annual meeting will be held at the Cottonwood on May 16, 2018, all are invited.

**Veterans-Robert Scallon**—Ken and Andrew are doing a fine job and very busy.

**Railroad, Robert Scallon**—Computers may be a big part of the railroad someday.

**Law Enforcement/Emergency Management, Gary Ranum**—selected a food service company and a provider for the phone video contact for commissaries services for inmates in the new facility. They signed a contract with Federal Engineering for the radio consultant to assess the needs for the new facility that will be compatible with the County current system. The Executive Committee is discussing the new positions that have been requested BY Law Enforcement for the new facility, 2 Corporal positions in the jail, 3 additional Jailers, 1 additional Dispatcher, and a Sergeant/Jail Administrator. The armored vehicle has finally been painted; time was donated and paint was purchased at cost. Steve Braun submitted the Hazardous Mitigation.

**Conservation, Sanitation, Zoning**, Dwight Nelson- tree sale was held on May 11<sup>th</sup> and was a success, they have been developing their 2018 Land & Water Resource Management Plan, and will be bringing that to public hearing in June.

**Health, Carol Beals**—Thanked the Board for the support to implementing the new position for them.

**Veterans, Lester Jantzen**—back in March the new Wisconsin Department of Affairs Secretary Dan Zimmerman and Field Representative Steven Jackie came to speak in Grant County; they have brought a lot of programs back to the Veterans System. First time Grant County has had a visit from them.

**Social Services, John Beinborn**—Election of officers, Fred discussed staff and department issues.

**Economic Development**, John Beinborn—next meeting will be on May 23<sup>rd</sup>.

**Orchard Manor, Don Splinter**—Auditors will be coming soon

Chair Keeney informed the Board that six of the Board Members attended the WCA COWS training in Richland Center today. It was a good training, lot of information.

Adjournment: Robert Scallon, seconded by John Beinborn, made a motion, to adjourn the meeting pursuant to the next meeting on June 19, 2018 at 10:00 a.m. Motion carried.