

**SPECIAL SESSION
JULY 25, 2012**

The Trempealeau County Board of Supervisors met in Special Session at the Government Center in the City of Whitehall, County of Trempealeau and State of Wisconsin on Wednesday, July 25, 2012 at 10:02 a.m. with Chair Ernest Vold presiding. The Pledge of Allegiance to the Flag of the United States of America was recited.

CALL

Dear Supervisor,

Please be advised that the Trempealeau County Board of Supervisors will meet on Wednesday, July 25, 2012 at 10:00 a.m. in the County Board Room at the Courthouse in Whitehall, Wisconsin.

Sincerely,
/s/ Paul L. Syverson
County Clerk

It was moved by Hensel Vold and seconded by John Aasen to accept the Call as read; this was unanimously carried by acclamation.

Roll was called. A quorum was met with 15 supervisors in attendance. Sally Miller and David Suchla were absent.

Vice Chair Vold announced the open meeting law requirements have been complied with by postings and notifications to the members and media.

ADOPTION OF THE AMENDED AGENDA: It was moved by Michael Nelson and seconded by George Brandt to adopt the 8 item amended agenda. Motion carried unanimously by vote of acclamation to approve the amended agenda.

Supervisor Sally Miller arrived at 10:12 a.m.

TRAINING SESSION – ANDREW PHILLIPS, PHILLIPS/BOROWSKI: Dan Borowski introduced himself to the supervisors along with Keith Langenhahn who would both be presenting the “New World Order” training session and power point today. They referenced the Budget Repair Bill (BRB) and possible changes that supervisors will now be able to make because of it. The power point brought up subjects about policy and forms of governance and micro-managing regarding rules and duties of County Boards. Other subjects discussed were statutory and constitutional structure, county administrative home rule, and the boards’ powers. Also referenced were County Board functions, exercise of board powers and board rules and responsibilities. The speakers also touched on board rule versus administration and administration versus staff and how we can learn from the private sector. And finally they talked about the proper chain of command, how micro managing can hurt the county and that we should be working together as our goal. Much discussion was held. The next second half of the presentation was on Ethics & Conflicts of Interest. Some of the subjects brought during this time were elements and exceptions to the statutes, consequences, avoiding liability, misconduct in public office and ethics for local government officials and employees. Also

covered was prohibited conduct and the county ethics code. More discussion was held. Dan and Keith thanked the supervisors for their time and the board thanked Phillips/Borowski for their information.

RESOLUTION

**ACCEPT BID FOR BOILER REPLACEMENT AND TRANSFER
ADDITIONAL FUNDS FOR THE PROJECT FROM THE GENERAL FUND**

WHEREAS the Trempealeau County Maintenance Department put the boiler replacement project out to bid, and

WHEREAS bids were received and opened on July 11, 2012 in the Wisconsin Room of the Trempealeau County Courthouse in Whitehall, Wisconsin, and

WHEREAS the low bid was from Certified, Inc. of Altoona, Wisconsin in the amount of \$204,787.00, and

WHEREAS the Property Committee is recommending the County Board accept the low bid, and

WHEREAS \$193,536.72 is remaining in the budget for the boiler replacement project, and

WHEREAS the Maintenance Department requests an additional \$30,000.00 be transferred from the general fund to cover the additional costs for the boiler replacement project and to cover costs to install a new vaporizer that has an estimated cost of \$15,000.00.

NOW THEREFORE BE IT RESOLVED that the Trempealeau County Board of Supervisors accepts the low bid submitted by Certified, Inc.

BE IT FURTHER RESOLVED that the Trempealeau County Board of Supervisors shall transfer the sum of Thirty Thousand Dollars (\$30,000.00) from the unassigned general fund (101.32100) to the Property Contingency Fund account (101.51601.999).

Dated at Whitehall, Wisconsin, this 25th day of July, 2012.

Respectfully submitted,

/s/ Dick Miller

/s/ Michelle Haines

/s/ David Suchla

/s/ Hensel Vold

/s/ David Larson

PROPERTY COMMITTEE

/s/ Michael Nelson

/s/ Ernest Vold

/s/ David Suchla

/s/ Tom Bice

/s/ John Aasen

EXECUTIVE/FINANCE COMMITTEE

It was moved by Hensel Vold and seconded by Michael Nelson to adopt the resolution. Some discussion held. Roll call vote taken; motion carried with 16 yes votes; resolution adopted.

RESOLUTION

Cooperation Agreement for CDBG Program

This agreement entered into on the 25th day of July, 2012 by and between Trempealeau County and the other counties of the Southwest Wisconsin Housing Consortium.

WITNESSED:

WHEREAS Trempealeau County has an identified need in the Southwest Wisconsin Housing Consortium to provide decent housing, and

WHEREAS Trempealeau County contemplates submitting jointly with the other counties of the Southwest Wisconsin Housing Consortium an application for funds under the Community Development Block Grant - (CDBG) housing program of the Wisconsin Division of Housing (DOH) for the purpose of meeting those needs, and

WHEREAS Trempealeau County and the other counties of the Southwest Wisconsin Housing Consortium desire to and are required to, enter into a written cooperative agreement with each other to participate in such CDBG program, and

WHEREAS Trempealeau County and the other counties of the Southwest Wisconsin Housing Consortium understand that La Crosse County will act as the applicant and will have the ultimate responsibility to assume all obligations under the terms of the grant including assuring compliance with all applicable laws and program regulations and performance of all work in accordance with the grant contract, and

WHEREAS it is understood that the Department of Housing and Urban Development and DOH have access to all participants' grant records and authority to monitor all activities.

NOW THEREFORE pursuant to Wisconsin Statutes 66.0301, Trempealeau County and the other counties of the Southwest Wisconsin Housing Consortium agree to cooperate in the submission of an application for such funds, and agree to cooperate in the implementation of the submitted CDBG program, as approved by the Department of Administration. Nothing contained in this agreement shall deprive any municipality of any power of zoning, development control or other lawful authority which it presently possesses.

ADOPTED on this 25th day of July, 2012.

/s/ Paul L. Syverson, Trempealeau County Clerk

It was moved by Hensel Vold and seconded by John Aasen to adopt the resolution. Some discussion held. Motion carried unanimously by vote of acclamation to approve the resolution.

Community Development Block Grant Housing Consortium Agreement

This Agreement is entered by and among the Counties of Crawford, Grant, Green, Iowa, Jackson, La Crosse, Lafayette, Monroe, Richland, Trempealeau, and Vernon (collectively "Counties"), all of whom are counties and political subdivisions of the State of Wisconsin. This Agreement is entered into for the purposes of forming a Community Development Block Grant (CDBG) Housing Consortium that shall be known as the Southwest Wisconsin Housing Consortium, created to implement and administer the CDBG Housing Program within its boundaries.

This Agreement will commence upon the date of the fully executed copy of this Agreement and after the Counties have adopted their respective Cooperative Resolutions.

WHEREAS the State's CDBG Housing Program Method of Distribution requires the formation of regional Housing Consortia comprised of county governments; and

WHEREAS the Method of Distribution further authorizes the Consortium's lead government to enter into a contract with the Department of Administration (DOA) related to the administration of the CDBG Housing Program; and

WHEREAS the Counties have all determined that it is in their best interest to enter into this Agreement, thus forming a Consortium; and

WHEREAS the Consortium is applying for CDBG Program funding from the Wisconsin Department of Administration to use and provide services as outlined in the CDBG Grant Contract and Implementation Manual; and

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

NOW THEREFORE it is the intent of this Agreement to establish an allocation of responsibility by and among the Counties for the following aspects of the CDBG Housing program:

- 1) Financial management;*
- 2) Financial accountability;*
- 3) Provision of services;*
- 4) Funding distribution method;*
- 5) Administrative services; and*
- 6) Overall responsibility for the Grant Contract that will be entered into by and between the Consortium and DOA.*

CONTRACT CONTACT REPRESENTATIVES

The following individuals are hereby designated as the official contact person for the identified county. These individuals shall be authorized to make decisions binding upon each party hereto, and, will accept any and all official notices delivered under this Contract, or any amendment, addendum or exhibit thereto.

Crawford County - Ms./Mr. _____

Official Street Address:

Email Address:

Telephone:

Grant County - Ms./Mr. _____

Official Street Address:

Email Address:

Telephone:

Green County - Ms./Mr. _____

Official Street Address:

Email Address:

Telephone:
Iowa County - Ms./Mr. _____

Official Street Address:

Email Address:

Telephone:

Jackson County - Ms./Mr. _____

Official Street Address:

Email Address:

Telephone:

La Crosse County - Ms./Mr. _____

Official Street Address:

Email Address:

Telephone:

Lafayette County - Ms./Mr. _____

Official Street Address:

Email Address:

Telephone:

Monroe County - Ms./Mr. _____

Official Street Address:

Email Address:

Telephone:

Richland County - Ms./Mr. _____

Official Street Address:

Email Address:

Telephone:

Trempealeau County - Mr. Paul L. Syverson, County Clerk

Official Street Address: 36245 Main Street, Whitehall, WI 54773

Email Address: tcclerk@tremplocounty.com

Telephone: 715-538-2311, Ext 201

Vernon County - Ms./Mr. _____

Official Street Address:

Email Address:

Telephone:

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

DOA CDBG HOUSING GRANT CONTRACT

The CDBG Housing Grant Contract between DOA and the Southwest Wisconsin Housing Consortium is attached and incorporated by reference herein. This Consortium Agreement shall be interpreted consistent with the DOA CDBG Housing Grant Contract. Any amendment to or modification of the DOA CDBG Housing Contract shall be automatically incorporated as an amendment to or modification of this Consortium Agreement. Each County in the Southwest Wisconsin Housing Consortium is bound by, and responsible for compliance with, the applicable state and federal regulations set forth in the DOA CDBG Housing Grant Contract.

The Counties, as parties to this Agreement, hereby understand and agree that the Lead County is hereby delegated the responsibility for executing the DOA CDBG Housing Grant Contract on the Consortium's behalf and no other County shall be authorized to enter into the DOA CDBG Housing Grant Contract on the Consortium's behalf. If the Lead County does not approve the DOA CDBG Housing Grant Contract, it shall provide notice to all Counties as soon as

practicable.

DESIGNATION OF LEAD COUNTY

The Counties hereby designate La Crosse County as the Lead County for purposes of this Agreement. The Lead County shall be responsible for the duties of the Lead County as set forth herein. The Lead County, along with the Counties in the Southwest Wisconsin Housing Consortium, shall together monitor and ensure the Consortium's compliance with the DOA CDBG Housing Grant Contract. Each County agrees it has a programmatic responsibility for the Consortium's operations and compliance with the DOA CDBG Housing Grant Contract.

DUTIES OF LEAD COUNTY

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

- 1. Complete and submit the CDBG Housing Grant Application on behalf of the Southwest Wisconsin Housing Consortium.*
- 2. Serve as the contact agency on behalf of the Consortium Counties for purposes of the DOA CDBG Housing Grant Contract. The Lead County is the only County authorized to act on the Consortium's behalf with respect to the DOA CDBG Housing Grant Contract or dealings between the Consortium and DOA.*
- 3. Serve as fiscal agent for purposes of this Agreement. The Lead County will:*
 - a. Provide an accounting of all CDBG Housing Grant program funds provided to the Southwest Wisconsin Housing Consortium by the State. The accounting will be consistent with the reporting and audit standards set forth in the DOA CDBG Housing Grant Contract.*
 - b. Bear the responsibility for the billing and collection of funds associated with this Agreement.*
- 4. Participate in the Agreement in conjunction with the Consortium members, and take on the responsibility for the fulfillment of the contractual obligations. Each County in the Southwest Wisconsin Housing Consortium is bound by and responsible for meeting the performance standards set forth in the DOA CDBG Housing Grant Contract.*
- 5. Act as the Hiring Agent for the third-party CDBG program administrator (if applicable). The Lead County is required to meet federal procurement obligations as set forth by DOA.*
- 6. Designate the Southwest Wisconsin Housing Consortium Housing Committee.*
- 7. In addition to providing for its own audit as provided herein, the Lead County shall be responsible for all audit obligations set forth in the DOA CDBG Housing Grant Contract. La Crosse County shall be responsible for all audit disallowances or adjustments and/or fiscal penalties.*

RESIGNATION OR REMOVAL OF THE LEAD COUNTY AGENCY

Resignation: The Lead County may resign as Lead County by providing the other Counties and the Department of Administration with a 60-day written notice of its intent to resign.

Removal: The Lead County may be removed as Lead County for cause by the other Counties with a 3/4ths vote of the Southwest Wisconsin Housing Consortium Housing Committee and/or the Department of Administration. Such removal shall be based upon the substantial failure of the Lead County to perform the essential functions of the Lead County. The Lead County should be provided with at least a thirty (30) day notice, in writing, of the meeting at which a vote on removal will be taken.

Upon resignation or removal of the Lead County, a new Lead County shall be appointed by a 3/4ths vote of the Consortium Housing Committee provided the county appointed as Lead County accepts such appointment.

DUTIES OF COUNTIES PARTICIPATING IN THE SOUTHWEST WISCONSIN HOUSING CONSORTIUM

The Consortium Counties understand and agree that the rights, duties, and obligations set forth in this Agreement and any addenda are intended to be binding and enforceable by, between and among the participating Counties. The Counties understand and agree that this Agreement may be enforced by the Lead County and by any participating County or collection of Counties.

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

- 1. Dissemination of COBG housing funding information to their citizens.*
- 2. Provision of COBG information within their County during the County's regularly scheduled business hours.*
- 3. Provision to interested residents of copies of the CDBG Application materials via electronic and paper media.*
- 4. Compliance with the COBG Housing Final Application Requirements in order to secure funding for the Southwest Wisconsin Housing Consortium.*
- 5. Meeting State and Federal service and performance standards set forth in the DOA COBG Housing Grant Contract and applicable state licensure and certification requirements as expressed by the State and Federal rules and regulations applicable to the services covered by this Agreement and any addendum.*
- 6. Cooperating with participating Counties in establishing reasonable procedures for the administration of this Agreement.*

SOUTHWEST WISCONSIN HOUSING CONSORTIUM HOUSING COMMITTEE

There is hereby created a Consortium Housing Committee made up of the County Administrators (or their equivalent), or their designee, from each participating County. The Committee shall meet on an as-needed basis to discuss this Agreement, each County's responsibilities under this Agreement, and any other matters or issues related to this Agreement or to the DOA CDBG Housing Grant Contract. The Lead County will seek guidance from the Southwest Wisconsin Housing Consortium Housing Committee on matters of fiscal or programmatic significance to the Consortium.

The Consortium Housing Committee shall make recommendations to the Lead Agency, but shall have no power to modify the terms and conditions of this Agreement, or any addendum, nor shall the Consortium Housing Committee have any authority to bind the Lead County to any decision or recommendation.

FISCAL AND PROGRAM ADMINISTRATION

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

PROCUREMENT AND SUBCONTRACTING

The Lead County may bid out administrative services to a third-party. It is expressly understood that no more than one CDBG Program Administrator (or Agency) will operate within boundaries of the Southwest Wisconsin Housing Consortium. The Southwest Wisconsin Housing Consortium shall conduct all procurement transactions in a manner consistent with the DOA CDBG Housing Grant Contract and State and Federal law. Consortium Counties may not subcontract for any service covered by the Consortium Agreement without prior written consent of the Lead County and the Department of Administration. Any and all subcontracts shall comply with the DOA CDBG Housing Grant Contract. The Consortium shall remain responsible for any subcontracted services. All subcontracts must adhere to the Department's policies and procedures.

AGREEMENT ADDENDA

Participating Counties shall enter into Supplemental Agreements related to the provision of services to the Consortium and fulfillment of the obligations set forth in the DOA CDBG Housing Grant Contract. The Supplemental Agreements shall become Addenda to this Agreement if not already set forth in this Agreement. The Addenda are enforceable by, between, and among the Counties. The Lead County is hereby authorized to execute any and all Addenda contemplated herein on behalf of the Counties and the Consortium. All of the Consortium's performance standards, terms, conditions and obligations set forth in the DOA CDBG Housing Grant Contract are hereby incorporated into the terms of any and all Addenda and shall be enforceable by the Lead County and any other participating County. All Addenda shall be attached to this Agreement and a copy of the Agreement, including all Addenda, shall be provided to each County as soon as possible during the term of this Agreement, including any renewal term.

RECORDS

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

TERMINATION CLAUSE

A participating County may terminate this Agreement by delivering written notice to the other participating Counties and the Department of Administration by Certified Mail, Return Receipt Requested, not less than sixty (60) days prior to termination. The date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. The County terminating its participation shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment received by said County which exceeds actual costs incurred in carrying out the project as of the date of termination.

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree to the terms of this Agreement.

The following representative has been duly authorized to sign this agreement as representative of their respective county:

COUNTY: TREMPEALEAU

Name: Paul L. Syverson

Name and Title (typed): Paul L. Syverson I county Clerk

Date: July 25, 2012

It was moved by Dick Miller and seconded by Tom Bice to instruct the Clerk to pay mileage and per diem; roll call vote; motion carried with 16 yes votes.

ADJOURNMENT: Chair Vold declared the meeting adjourned at 12:15 p.m.

Recording Secretary,
Mary Martin

Dist #	SUPERVISOR	PER DIEM	# Of MILES	MILEAGE
1	ARILD ENGELIEN	\$70.00	64	\$35.52
2	DOUGLAS WINTERS	\$70.00	60	\$33.30
3	SALLY MILLER	\$70.00	52	\$28.86
4	JAY LOW	\$70.00	50	\$27.75
5	TOM BICE	\$70.00	54	\$29.97
6	GEORGE BRANDT	\$70.00	34	\$18.87
7	ROBERT REICHWEIN	\$70.00	32	\$17.76
8	DICK MILLER	\$70.00	24	\$13.32
9	MICHELLE HAINES	\$70.00	25	\$13.88
10	JOHN AASEN	\$70.00	10	\$5.55
11	DAVID SUCHLA	\$0.00	0	\$0.00
12	DAVID LARSON	\$70.00	46	\$25.53
13	OLIN FIMREITE	\$70.00	2	\$1.11
14	MICHAEL NELSON	\$70.00	22	\$12.21
15	HENSEL VOLD	\$70.00	44	\$24.42
16	CURTIS SKOYEN	\$70.00	33	\$18.32
17	ERNEST VOLD	\$70.00	38	\$21.09
	TOTALS	\$1,120.00	590	\$ 327.46