



Kewaunee County
FINANCE & PUBLIC PROPERTY COMMITTEE MEETING

AGENDA

Date: Tuesday, May 19, 2015
Time: 4:30 P.M.

Kewaunee County Administration Center, 810 Lincoln Street, Kewaunee, WI 54216
Conference Room

1. Call to Order
2. Roll Call
3. Approval of May 19, 2015 Agenda
4. Approve May 8, 2015 Finance Committee Minutes
5. Review and Approve Sale of Arendt Tax Deed Parcel
6. Approval of the Stop-Loss Insurance Renewal
7. Approval of Additional Bills for Payment
8. Approve County Board and Supplementary Payroll
9. Other Matters as Authorized by Law
10. Adjournment

The Committee welcomes all visitors to listen and observe, but only Committee members and those invited to speak will be permitted to do so. Persons with disabilities needing special accommodations to attend or participate should contact the County Administrator's Office at (920) 388-7164 prior to the meeting so that accommodations may be arranged.

Kewaunee County

FINANCE & PUBLIC PROPERTY COMMITTEE MEETING

MEETING MINUTES

Date: Friday, May 8, 2015

Time: 2:00 P.M.

Kewaunee County Administration Center, 810 Lincoln St, Kewaunee, WI 54216
Committee Room

Call to Order: The meeting was called to order at 2:00 by Chairman Lee Luft

Roll Call: Members present were Lee Luft, Ken Tebon, Tom Romdenne, Virginia Haske

Absent: John Mastalir

Others Present: Scott Feldt, Paul Kunesch, Jeff Wisnicky, Ron Heuer, Steve Hanson, Michelle Dax

Approve May 8, 2015 Agenda: Motion by Virginia Haske, second by Tom Romdenne to adopt the agenda. Motion carried.

Approve Previous Meeting Minutes: Motion by Ken Tebon, second by Virginia Haske to adopt the March 17, 2015 & April 21, 2015 meeting minutes and approve the amended April 10, 2015 meeting minutes. Motion carried

Approve Bills for Payment: Motion by Virginia Haske, second by Tom Romdenne to approve the bills. Motion carried.

Reports:

- a. Scott Feldt, County Administrator – Overtime Report. Scott reported that overall the overtime is lower than in previous years. There has been an increase in Human Services due to the transition to Family Care. He will continue to review the reports but sees no concerns at this time
- b. Paul Kunesch, Finance Director – Monthly Financial Report. Paul handed out a ‘first look’ at what the reports may look like for the finance committee. It will include a General Fund summary, other department summary and in the future there will a summary for each department that reports to the committee. The goal is to get the reports to the departments and to the committees as soon and as complete as possible. Lee commented that he liked the reports. Tom also stated that the reports were very good and liked looking at the report and not have to look at the entire budget printout. Paul will look to add the Total of the General Fund Balance and will also look at attaching an information sheet to explain why a budget may be out of ‘wack’. They will not be concerned if a line item is over as long as the overall budget is good. This will help with the budgeting for next year. Tom would also like some basic training regarding the internal service fund for the highway department to explain how that all works.
- c. Other Department Head Reports as Needed
 - a. Michelle Dax, County Treasurer handed out the April reconciliation report and commented that our working bank, Union State Bank, may be bought by Baylake Bank. No changes are expected until the 4th quarter of this year.

- b. Jeff Wisnicky, Corp Council brought up the thought of having a 'red line number' for health and dental accounts.

County Owned Real Property – Update on Hornig Parcel – Wetland Delineation Estimates

Scott reported that Steve Hanson, LIO Director, researched and found two companies that can do the wetland delineation for this parcel. The costs are as follows:

NES - \$2400 includes surveying costs. They will not be able to start until July 2015.

Bates - \$2300 does not include surveying costs. Terry McNulty will place the wetland and zoning information on the map for an additional \$400. Cost would be \$2700. They are able to start right away. Both companies are accredited. Steve mentioned that no matter which company we decide to go with, there would be an additional \$500 from Terry McNulty to survey the north and south property lines. There was discussion regarding the importance of getting this done sooner – Bates would start in May, NES would not start until July. Motion by Virginia Haske, second by Ken Tebon to hire Bates and McNulty to complete the Wetland Delineation on the parcel. Motion carried. Funds to cover this will come from the tax proceeds account.

Revision of Finance Committee Rules and Duties – Approval of Department invoices and Subsequent Payment

Scott brought up that as a way to remove the redundancy of our invoice approval process, once an oversight committee has approved the invoice, the county clerk will have the ability to pay that invoice. Jeff does not want to change the ability of the committee to audit and review. The finance committee will audit and review all claims and any invoices that have not been approved by the oversight committee. The oversight committee is authorized to approve budgeted claims, but finance will approve anything over \$10,000. The administrator has the right to approve budgeted claims up to \$10,000 to insure timely payment. #14 will be removed from the duties of the Finance and Public Property Committee. After discussion, Jeff will work on the resolution for the May 19th finance meeting to bring before the board in June.

Approve Renewal of Cellcom Contract

Scott notified the board that it is time to renew the two year Cellcom contract. The changes in the contract are that we had been guaranteeing 115 accounts, we are now guaranteeing 100 and our invoice payment will be made in 45 days instead of 30. Matt at Cellcom continues to work with us to maximize our plans. We are saving a few hundred dollars as compared to the last contract. Motion by Virginia Haske, second by Tom Romdenne to authorize the county administrator to renew the two year contract with Cellcom. Motion carried.

Approve Stop Loss Insurance Renewal

Scott handed out an executive summary from the Horton Group regarding our stop loss insurance. The committee had wanted to look at the possibility of finding another provider instead of Humana and at the option of going to 7 months instead of the 12 months to put it in sync with our health insurance contract. Horton has recommended that we go with the 12 month renewal because of the number of high level claims-currently at 5 or 6. Humana has agreed to the renewal with an increased stop loss deductible from \$50,000 to \$55,000. They will not laser any employees. (Note: A laser is when an individual or a medical condition has a higher specific deductible than all others on the plan.) Scott stated that we would be able to get in sync at 7 months if we chose to. The committee would like to know what guarantee we have of that and what the cost would be to make it happen. No decision was made. Scott will get that information and the committee will discuss at the May 19th meeting.

Discuss Health Insurance Renewal Process for 2016 Policy

Lee wants to get this process started as soon as possible and would like to know what our options are for additional cost savings for 2016. Scott stated that he will have Rae Anne available for the next meeting on June 5th. Tom thought the process that we had last year with getting the employees input worked out well and would like to do that again.

Approval of Changes to Land Division Ordinance

Steve Hanson discussed the two changes that he would like made to the Land Division Ordinance. Motion by Virginia Haske, second by Ken Tebon. Motion carried.

Other Matters

Steve Hanson has been in contact with WGNHS. They can map point locations on all the wells in Kewaunee County. It will show the depth to bed rock. A contour lay can be made showing the thickness of the soil. This will be precise and Steve would hope to put this over his parcel maps. Currently there are around 5000 wells in Kewaunee County. The cost would be \$2.00 per well for them to give us the data points. Lincoln Township has approved over \$30,000 towards doing this and related projects. The questions asked were - would we want to do it county wide or at least in the northwest section of the county and what the costs would be. We would also to see if there would be other funding sources. This is just informational at this time, Steve will be back to update on what he finds out.

Next Meetings

Tuesday, May 19th at 4:30 pm, before the county board meeting and Friday, June 5th at 2:00 pm.

Approve Bills for Payment: Motion by Virginia Haske, second by Tom Romdenne to approve the bills. Motion carried.

Adjournment: Motion by Virginia Haske, second by Ken Tebon to adjourn the meeting. Motion carried.
Meeting adjourned at 4:00 pm

Submitted by:

Michelle Dax, Recording Secretary

Peggy Jeanquart - Arendt Tax Deed Parcel

From: Scott Feldt
To: FINANCE COMMITTEE
Date: 5/13/2015 4:41 PM
Subject: Arendt Tax Deed Parcel
CC: Peggy Jeanquart

Just wanted to remind the committee regarding the agenda that will be sent out pertaining to the May 19 Finance Committee meeting prior to the Board meeting.

The Arendt tax deed parcel is up for approval. The winning bidder will not be known until the afternoon of May 19. Therefore the information being attached (the resolution) has no dollar figure included. Jeff Wisnicky will present a fully completed resolution at the committee meeting.

I am sending this email to answer any questions as to why a dollar amount was not included in the resolution.

Scott Feldt
Kewaunee County Administrator

Phone: 920-388-7111
Cell: 920-255-1074
Email: feldts@kewauneeco.org

"We are what we repeatedly do. Excellence, therefore, is not an act, but a habit." -- Aristotle

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RESOLUTION NO.

**TAX DEED SALE
 PARCEL NO. 31 201 34.053
 1314 Jefferson Street, City of Algoma**

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Kewaunee County advertised for bids for the sale of the real property known as Parcel No.
 2 31 201 34.053, located at 1314 Jefferson Street, City of Algoma, which was acquired by tax deed; and
 3
 4 **WHEREAS**, _____ submitted the highest bid at \$00,000.00; and
 5
 6 **WHEREAS**, the Finance & Public Property Committee considered and hereby recommends awarding
 7 the sale to _____.
 8
 9 **NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly
 10 assembled this 19th day of May 2015, that the Board hereby awards _____, the property
 11 known as Parcel No. 31 201 34.053, located at 1314 Jefferson Street, City of Algoma for the sum of
 12 \$00,000.00; and
 13
 14 **BE IT FURTHER RESOLVED**, the Corporation Counsel shall draft the necessary documents and make
 15 closing arrangements with _____; and
 16
 17 **BE IT FURTHER RESOLVED**, the County Clerk shall sign a quit claim deed and any other closing
 18 documents necessary to convey the above-mentioned property from Kewaunee County to
 19 _____; and
 20
 21 **BE IT FURTHER RESOLVED**, the County Treasurer shall disperse the
 22 proceeds of the sale as provided by law.

Respectfully Submitted,

FINANCE AND PUBLIC PROPERTY COMMITTEE

APPROVED AS TO FORM

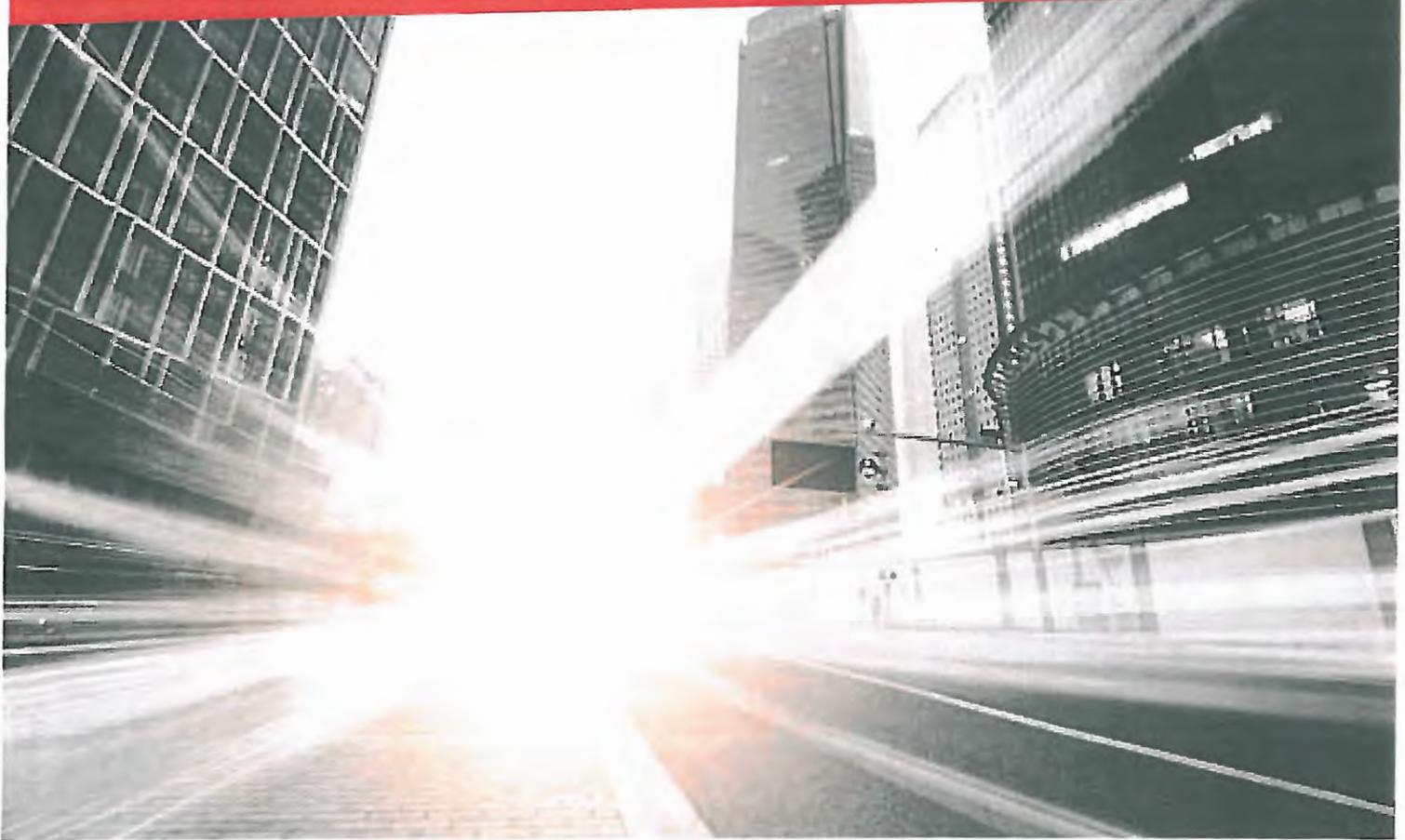
Jeffrey R. Wisnicky
 Corporation Counsel

FISCAL IMPACT STATEMENT:

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

6-1-2015 Administrative Services and Stop Loss Renewal and Marketing - ADDENDUM

Kewaunee County



Prepared for:
Kewaunee County



May 1, 2015

Presented By:

Rae Anne Beaudry / Executive Vice President

RaeAnne.Beaudry@thehortongroup.com

Phone: 262.347.2606

Insurance / Risk Advisory / Employee Benefits

HORTON

Executive Summary

Upon meeting with Kewaunee County Administrator Feldt and Ms. Jeanquart, The Horton Group had a clear direction to finalize rates, conditions and stipulations regarding stop loss coverage for the County with QBE. The rationale was simple; on the initial review QBE was the most cost effective and is a stop loss carrier that all Third Party Administrators the County would consider in the future will work with.

In accordance with the final review, QBE requested updated information from Humana. The information requested included more recent claims data (through March 31, 2015) and updated information on any claimant affiliated with the County's plan that had reached 50% or more of the current specific deductible (\$50,000). The Horton Group and Humana provided the information as soon as it was made available.

After review, QBE indicated that they could not further reduce their specific deductible rates as requested and that they would also need to laser underwrite at least two current claimants. (NOTE: A laser is when an individual or a medical condition has a higher specific deductible than all others on the plan.) The lasers for the two individuals would be at \$300,000 and \$250,000 respectively. This would add an additional liability to the County, if coverage were to be placed with QBE of \$550,000 effectively making them non-competitive. At this point in time, QBE has withdrawn their offer for stop loss.

At the same time QBE was going through their review, we asked Humana for similar considerations for both their stop loss ratings and their increase to the administrative fees. Humana subsequently agreed to "no increase" or holding the current administrative fees. Additionally, since the County has been a long term customer they agreed to reduce the stop loss quotes by approximately 5%.

As mentioned in the prior report, Humana offered three different contract terms in accordance with the County's initial request. These included a 7 month contract (to get the County to a 1/1 effective date), a 12 month contract term and a 19 month contract. The initial report contemplated moving the County to the 7 month contract with QBE for both price and the flexibility of moving to an independent third party administrator on 1/1/16. This would have coordinated the stop loss renewal with the plan design changes and open enrollment timeline of the County which is generally on 1/1 of each year.

However, after further consideration of the health conditions and the current and ongoing claims experience of the County, The Horton Group is recommending consideration of a longer term contract. The recommendation will consist of at least a 12 month contract (and we would recommend the same contract terms and options be considered on 6/1/16 as were considered for this renewal) as well as a discussion of the rationale for not recommending the 19 month term. While the 19 month term may be desirable, given the County's current claims experience and ongoing large claims, it adds over \$14,000 per month (for 19 months) to the County's fixed costs or \$168,000 per year. The Horton Group cannot recommend this option to the County as it would significantly affect the County's budget and the ability to build a reserve. Additionally, the plan changes needed for all employees to offset this increased cost cannot be easily made and would cause an undue hardship, particularly as they would need to come immediately (June 1) to a plan that was already amended on 1/1/15.

Lastly, the County seems to have four (4) to five (5) claims that have consistently hit the stop loss each year (see prior report). With that calculation in mind, The Horton Group is recommending consideration of a slight increase to the \$50,000 stop loss level. We are recommending consideration of a move to \$55,000. The

difference in specific premium for the 12 month contract is \$81,163 on an annual basis. If five (5 claimants) meet the new specific deductible, the overall savings to the County would be reduced by an additional \$5,000 in potential liability for each claimant or \$25,000 (\$5,000 x 5 claimants). This would still generate a savings to the County of approximately \$51,163 on an annual basis. (A chart has been attached to further illustrate this calculation). This would seem to be a logical risk for the County to undertake.

Humana did not include any lasers in their renewal offers, so this number represents the total additional liability for the County. Unfortunately, even at the increased stop loss deductible, an increase in the premium over the current cost is \$71,643 dollars. This represents the total increase in fixed costs. Interestingly enough, Humana has actually decreased their claim factors, indicating the County does not need to increase their premium equivalent calculations at this time.

Final Recommendation

Therefore, it is the considered recommendation of The Horton Group that the County renew with Humana for a 12 month term for both the stop loss (specific and aggregate deductibles) as well as administration. Should the claims experience change we will re-evaluate a contract with other vendors.

RESPECTFULLY SUBMITTED:

RAE ANNE BEAUDRY
Executive Vice President/Consultant

Kewaunee County
Specific Deductible Options
6/1/2015



	Humana Revised \$50,000	Humana \$55,000	Potential Savings
Claims Over Specific			
0 Claims (Annual Specific Premium Only)	\$796,905	\$715,742	\$81,163
1 Claim	\$846,905	\$770,742	\$76,163
2 Claims	\$896,905	\$825,742	\$71,163
3 Claims	\$946,905	\$880,742	\$66,163
4 Claims	\$996,905	\$935,742	\$61,163
5 Claims	\$1,046,905	\$990,742	\$56,163
6 Claims	\$1,096,905	\$1,045,742	\$51,163
7 Claims	\$1,146,905	\$1,100,742	\$46,163
8 Claims	\$1,196,905	\$1,155,742	\$41,163
9 Claims	\$1,246,905	\$1,210,742	\$36,163
10 Claims	\$1,296,905	\$1,265,742	\$31,163
11 Claims	\$1,346,905	\$1,320,742	\$26,163
12 Claims	\$1,396,905	\$1,375,742	\$21,163
13 Claims	\$1,446,905	\$1,430,742	\$16,163
14 Claims	\$1,496,905	\$1,485,742	\$11,163
15 Claims	\$1,546,905	\$1,540,742	\$6,163
16 Claims	\$1,596,905	\$1,595,742	\$1,163

For the purposes of this illustration, we have assumed that all large claims are \$55,000 or greater.

If all stop loss claims are over \$55,000, and the County had 6 claimants over the specific deductible (as was the case in the current year), the overall savings to the County with a \$55,000 specific would be approximately \$51,163. This figure will be even higher if there are less than 6 claimants in the coming year.

Kewaunee County

12 Month Rates \$50,000 & \$55,000 Specific Stop Loss Level

Stop Loss Renewal Effective 6/1/2015



	Humana \$50,000	Humana \$50,000	Humana Revised \$50,000	Humana \$55,000
	Current	12 mo. Renewal	12 Months	12 mo. Renewal
CONTRACT TYPE:				
ENROLLMENT:				
SINGLE	42	42	42	42
FAMILY	103	103	103	103
COMPOSITE	145	145	145	145
ADMINISTRATIVE FEES:	Humana	Humana	Humana	Humana
Single	\$16.15	\$16.28	\$16.15	\$16.15
Family	\$43.60	\$43.94	\$43.60	\$43.60
Monthly Medical Admin Fees	\$5,169.10	\$5,209.58	\$5,169.10	\$5,169.10
SPECIFIC STOP LOSS LEVEL:	\$50,000	\$50,000	\$50,000	\$50,000
Contract Type	12/15	12/15	12/15	12/15
COVERAGE:	MED/RX	MED/RX	MED/RX	MED/RX
REIMBURSEMENT MAXIMUM:	Unlimited	Unlimited	Unlimited	Unlimited
COVERAGE:	MED/RX	MED/RX	MED/RX	MED/RX
SINGLE	\$169.09	\$215.75	\$207.46	\$186.33
FAMILY	\$456.53	\$582.52	\$560.15	\$503.10
MONTHLY:				
SINGLE	\$7,101.78	\$9,061.50	\$8,713.32	\$7,825.86
FAMILY	\$47,022.59	\$59,999.56	\$57,695.45	\$51,819.30
Monthly Cost	\$54,124.37	\$69,061.06	\$66,408.77	\$59,645.16
Percent of increase		27.60%	22.70%	10.20%
AGGREGATE STOP LOSS:				
CONTRACT TYPE:	12/15	12/15	12/15	12/15
COVERAGE:	MED/RX	MED/RX	MED/RX	MED/RX
Aggregate Reimbursement	limited to \$1,000,000	limited to \$1,000,000	limited to \$1,000,000	limited to \$1,000,000
REIMBURSEMENT MAXIMUM:	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
PEPM:	\$9.42	\$9.42	\$9.42	\$12.52
MONTHLY	\$1,366	\$1,366	\$1,366	\$1,815
Percent of increase		0.00%	0.00%	32.91%
MONTHLY STOP LOSS PREMIUM:	\$55,490.27	\$70,426.96	\$67,774.67	\$61,460.56
Percent of increase		26.92%	22.14%	10.76%
EXPECTED CLAIM FACTORS:				
SINGLE	\$584.66	\$549.89	\$549.89	\$549.89
FAMILY	\$1,578.60	\$1,484.71	\$1,484.71	\$1,484.71
MONTHLY:				
SINGLE	\$24,555.72	\$23,095.38	\$23,095.38	\$23,095.38
FAMILY	\$162,595.80	\$152,925.13	\$152,925.13	\$152,925.13
Monthly Cost	\$187,151.52	\$176,020.51	\$176,020.51	\$176,020.51
Percent of increase		-5.95%	-5.95%	-5.95%
AGGREGATE CLAIM FACTORS:				
SINGLE	\$730.83	\$687.36	\$687.36	\$687.36
FAMILY	\$1,973.25	\$1,855.89	\$1,855.89	\$1,855.89
MONTHLY:				
SINGLE	\$30,694.86	\$28,869.12	\$28,869.12	\$28,869.12
FAMILY	\$203,244.75	\$191,156.67	\$191,156.67	\$191,156.67
Monthly Cost	\$233,939.61	\$220,025.79	\$220,025.79	\$220,025.79
Percent of increase		-5.95%	-5.95%	-5.95%
TOTAL COST WITH EXPECTED CLAIM FACTORS:				
MONTHLY:	\$247,811	\$251,657	\$248,964	\$242,650
Percent of Increase		1.55%	0.47%	-2.08%
TOTAL COST WITH MAXIMUM CLAIM FACTORS:				
MONTHLY:	\$303,301	\$322,084	\$316,739	\$304,111
Percent of Increase		6.19%	4.43%	0.27%
LASERS:	N/A	to be determined w/ updated claim information	to be determined w/ updated claim information	to be determined w/ updated claim information



**Kewaunee County
FINANCE & PUBLIC PROPERTY COMMITTEE MEETING**

AGENDA

Date: Friday, May 8, 2015

Time: 2:00 P.M.

**Kewaunee County Administration Center, 810 Lincoln Street, Kewaunee, WI 54216
Conference Room**

1. Call to Order
2. Roll Call
3. Approval May 8, 2015 Agenda
4. Approve March 17, 2015 and April 21, 2015 Finance Committee Minutes
5. Approval of Bills
6. Reports
 - a. Scott Feldt, County Administrator – Overtime Report
 - b. Paul Kunesh, Finance Director – Monthly Financial Report
 - c. Other Department Head Reports as Needed
7. County Owned Real Property
Update on Hornig Parcel – Wetland Delineation Estimates
8. Revision of Finance Committee Rules & Duties
- Approval of Department Invoices and Subsequent Payment
9. Approve Renewal of Cellcom Contract
10. Approve Stop Loss Insurance Renewal
- 10A. Discuss Health Insurance Renewal Process for 2016 Policy
11. Approval of Changes to Land Division Ordinance
12. Public Comment
13. Other Matters as Authorized by Law
14. Next Meeting – June 12, July 10
15. Adjournment

The Committee welcomes all visitors to listen and observe, but only Committee members and those invited to speak will be permitted to do so. Persons with disabilities needing special accommodations to attend or participate should contact the County Administrator's Office at (920) 388-7164 prior to the meeting so that accommodations may be arranged.

MINUTES

Finance Committee

March 17, 2015

The Finance Committee meeting was called to order by Chairman Lee Luft on March 17, 2015 at 5:28 PM at the Administration Center.

Present: Lee Luft Ken Tebon John Mastalir Virginia Haske Tom Romdenne

Also present: Scott Feldt Jeff Wisnicky

Moved by Haske second by Tebon to adopt the agenda. Motion carried.

Moved by Mastalir second by Tebon to approve the tax deed sale of parcels 31 004 23.011 and 31 004 23.012 for \$29,600.00. Motion carried.

Moved by Haske second by Mastalir to approve the tax deed sale of parcel 31 201 34.053 for \$18,000.00 Motion carried.

Moved by Mastalir second by Tebon to approve the bills. Motion carried.

Moved by Haske second by Mastalir to approve the Supplementary and County Board payrolls. Motion carried.

Moved by Tebon second by Haske to adjourn. Motion carried. Meeting adjourned at 5:47 PM.

Submitted by: Thomas J. Romdenne, Secretary

Kewaunee County

FINANCE & PUBLIC PROPERTY COMMITTEE MEETING

MEETING MINUTES

Date: Tuesday, April 21, 2015

Time: 4:30 P.M.

Kewaunee County Administration Center, 810 Lincoln St, Kewaunee, WI 54216
Committee Room

Call to Order: The meeting was called to order at 4:43 by Chairman Lee Luft

Roll Call: Members present were Lee Luft, Ken Tebon, John Mastalir, Tom Romdenne

Others Present: Scott Feldt, Paul Kunesh, Michelle Dax

Approve April 21, 2015 Agenda: Motion by John Mastalir, second by Ken Tebon to adopt the agenda. Motion carried.

Approve April 10, 2015 Minutes: Motion by John Mastalir, second by Ken Tebon to adopt the April 10 meeting minutes. Michelle Dax stated that information in the minutes regarding the tax deed resolution was incorrect. Motion carried with no changes made.

Approve Additional Bills for Payment: Motion by Tom Romdenne, second by Ken Tebon to approve the bills. Motion carried.

Approve County Board and Supplementary Payroll: Motion by Tom Romdenne, second by Ken Tebon to approve the Supplementary and County Board payroll.

Other Matters as Authorized by Law: None

Adjournment: Motion by Tom Romdenne, second by John Mastalir to adjourn the meeting. Motion carried. Meeting adjourned at 4:55 pm

Submitted by:

Michelle Dax, Recording Secretary

Overtime				
	2015	2014	2013	2012
January	\$ 31,170.90	\$ 60,407.86	\$ 44,330.74	\$ 29,174.19
February	\$ 10,378.58	\$ 25,617.92	\$ 15,661.03	\$ 20,065.53
March	\$ 11,505.77	\$ 12,753.95	\$ 56,705.66	\$ 34,538.01
April	\$ 15,399.00	\$ 9,742.01	\$ 15,652.65	\$ 19,111.38
May		\$ 9,774.27	\$ 3,594.92	\$ 8,993.61
June		\$ 10,976.66	\$ 11,063.99	\$ 9,685.15
July		\$ 15,327.01	\$ 10,542.36	\$ 11,088.78
August		\$ 25,607.75	\$ 13,640.15	\$ 11,629.09
September		\$ 27,080.76	\$ 10,375.24	\$ 12,389.83
October		\$ 14,324.61	\$ 5,304.51	\$ 4,726.87
November		\$ 10,183.14	\$ 9,207.27	\$ 7,100.53
December		\$ 13,882.40	\$ 15,499.11	\$ 17,157.17
Total	\$ 68,454.25	\$ 235,678.34	\$ 211,577.63	\$ 185,660.14

From: <sharon26@wizunwired.net>
To: "Steve Hanson" <Hansons@kewauneeco.org>
Date: 4/16/2015 2:22 PM
Subject: Fwd: Ahnapee zoning info

Subject: Ahnapee zoning info

Good afternoon Steve

In regard to Parcel 31 002.6.GL3.05

The parcel is zoned C-1 Upland Conservancy.

A single family residence is a Conditional Use which would require a hearing to allow a home to be built on that parcel.

Once a residence has been established, accessory buildings would be a permitted use. For Dwelling and Accessory Structures the following setbacks are:

Rear setback is a Minimum 100 feet.

Side setback is a Minimum 20 feet.

Town road setback is Minimum 65 feet from center of road.

County road setback is Minimum 85 feet from center of road.

State highway setback is Minimum 110 from center of road.

And I would assume that a County permit would be required because of Shoreland Zoning prior to any permit that the Town would approve.

Any other questions, please ask.

Sharon Grosbeier

920-487-3806

Zoning Administrator

Town of Ahnapee

Kewaunee County

NES - \$2400 incl. survey
July

Bates - \$2300 - survey \$400
May

AGREEMENT

For Professional Services

McNulty Surveying + Mapping LLC
300 E Park St
Forestrille WI 54213

Date: 4/14/15

Project No. 15-016.14

PROJECT DESCRIPTION:

Parcel 3100A 6 GL3.05 R26E / 002-00035-0340
Town of Atkinson, Kewaunee County, WI.

SCOPE OF SERVICES:

Locate and stake out North and South property lines according to survey dated 10-21-93, and if needed monumentation - set possible property corner pins. We may have to set corners with permanent iron pipe and draft a map of all findings if no existing corners are found according to survey dated 10-21-93.

SPECIAL TERMS (Refer Also To General Terms & Conditions)

COMPENSATION (Does Not Include Permit Or Approval Fees)

Rates Per Attached Fee Schedule

Lump Sum: \$ 500.00

Other:

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

COMPLETION SCHEDULE:

ACCEPTANCE:

The Scope Of Services Defined In The Above Agreement Are Accepted, and McNulty Surveying + Mapping LLC is Hereby Authorized To Proceed With The Services.

This Agreement Confirms Our Written Proposal, Dated: 4/14/15

This Agreement Confirms Our Verbal Estimated On:

OWNER: (Type In Name)

By:

(Authorized Signature)

Title:

Date:

By:

Type In Name

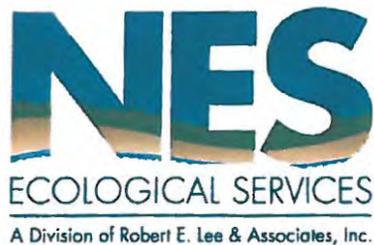
Title:

Date:

Project Manager:

Type In Name

Please Return One Copy For Our Records



Green Bay Office
1250 Centennial Centre Blvd.
Hobart, WI 54155
920-499-5789
Website: www.neswi.com
E-Mail: jhavel@releeinc.com

April 23, 2015

Steve Hanson
Kewaunee County LIO Director
810 Lincoln Street
Kewaunee, WI 54216

RE: Proposed Wetland Delineation
PIN # 31 002 6.GL3.05 R26E, Parcel # 002000350340– Town of Ahnapee, Kewaunee County

Dear Steve:

NES Ecological Services (NES) – A Division of Robert E. Lee & Associates, Inc. is pleased to submit this proposal for wetland delineation services on PIN # 31 002 6.GL3.05 R26E, Parcel # 002000350340 located in Section 6, T25N, R26E, Town of Ahnapee, Kewaunee County, Wisconsin.

We currently staff two ecologists in our Green Bay location with over twenty three years of combined wetland delineation experience. I am an Assured Wetland Delineator with the Wisconsin Department of Natural Resources (WDNR). Individuals within this program have or meet the following requirements:

- Bachelor's or Higher Degree in Natural Sciences or Resources
- Completed a 40-hour Wetland Delineation Training Course
- ≥ 5 Years of Full-Time Professional Experience Performing Wetland Related Services
- Demonstrated Proficiency in Applying the 1987 COE Manual and Related Supplements in Wetland Delineation Report Preparation
- Continuing Education Coursework Requirements
- All Wetland Reports are Submitted to WDNR so a Select Number can be Reviewed
- Complete One Project Site Review Annually

What do you get when you hire an Assured Wetland Delineator other than proven knowledge and experience?

Wetland delineations conducted by Mr. Havel does not require review by the WDNR. Once he has completed the fieldwork and report preparation, he can provide a Letter of Concurrence already issued by the WDNR. As of right now, individuals not Assured by the WDNR can obtain concurrence by submitting their wetland reports to the WDNR for review. However, a fee of \$300 per 20 acres reviewed will be assessed and the WDNR has up to 60 days to review the project.

So what is the benefit of using an Assured Wetland Delineator?

- Save Time – Eliminate WDNR Site Reviews, Revised Wetland Boundaries and Permit Delays
- Save Money – No Review Fees

The following sections provide an outline of the proposed scope of work, cost and schedule for the wetland delineation.

SCOPE OF WORK

Wetland Delineation

Task 1. Review of Existing Information

Prior to conducting the site visit, existing information regarding the parcel will be collected and reviewed. Information reviewed will include the U.S. Geological Survey topographic maps, aerial photography, the Wetland Inventory Maps, and the *Soil Survey of Kewaunee County, Wisconsin*. These sources will assist in defining site topography and soils, and provide baseline information regarding previous wetland mapping.

Task 2. Conduct Wetland Delineation

NES will conduct a delineation within PIN # 31 002 6.GL3.05 R26E, Parcel # 002000350340 according to the routine wetland delineation method defined in the *Northcentral/Northeast Regional Supplement to the 1987 Corps of Engineers Wetland Delineation Manual*. The delineated wetland boundaries will be flagged with consecutively numbered flagging and data plots will be established on both the upland and wetland sides of the boundary.

Task 3. Field Survey

Once the boundaries and plots are established, NES will be responsible for surveying them and producing a map to be included within the report. All collected data will be in Kewaunee County coordinates. We will use our Trimble GeoExplorer 6000 handheld GPS unit (sub-meter accuracy) to collect the survey data.

Task 4. Preparation of Wetland Delineation Report

At the completion of our fieldwork and after the creation of a map showing the surveyed wetland boundaries, NES will prepare a *Wetland Delineation Report* documenting the results of the site investigation. The Wetland Delineation Report will contain both the wetland boundary maps and the NC/NE Supplement Wetland Delineation Data Forms.

Task 5. Agency Concurrence

The Wetland Delineation Report will only be sent to the USACE to ensure they agree with the wetland boundary established by NES. As part of the Assured Wetland Delineator Program, wetlands delineated by myself are not subject to WDNR concurrence; however, the reports are sent to Madison. Written concurrence from the USACE and Assured Delineations are valid for five years. In some cases, the USACE prefer to conduct a field visit with us to review the delineation before they concur; however, our most recent experiences indicate this is not necessary. Therefore, a site visit is not included in the cost estimate.

COST

Tasks 1-5 will be billed as a lump sum of \$2,400.

SCHEDULE

NES will complete the fieldwork in July of 2015. The report will be finalized August 15, 2015. Upon completing the report, NES will submit it to the USACE for concurrence. The concurrence process is dependent upon agency personnel schedules so it could take as little as one week for them to visit the site and have a concurrence letter sent or it could take longer than a month.

Enclosed and made part of this proposal are our Standard Terms. If the proposal and the attached terms are acceptable, please sign the proposal and send a copy to NES.

Please call me if you have any questions or need any further information. We look forward to working with you.

Sincerely,

NES ECOLOGICAL SERVICES



James Havel
Division Manager
Senior Ecologist
jhavel@releeinc.com

JRH/jrh

ENC.

ACCEPTED BY AUTHORIZED REPRESENTATIVE OF KEWAUNEE COUNTY

SIGNATURE

DATE

PRINTED

TERMS

A. Consulting fees and work items will be billed monthly as incurred. Payments are due within 30 days of invoice date. Amounts unpaid at due date are subject to a service charge of 1.5% per month until paid.

B. NES shall exercise due care in performing professional services, but NES makes no warranty, express or implied, with respect to any services performed by NES. NES shall not be liable for any claim, damage, cost or expense (including attorney's fees) or any other liability or loss or damage to the Client not directly and solely caused by acts, errors, or omissions by NES. In no event shall NES' liability for incidental or consequential loss to the Client in connection with performance of this Agreement exceed the aggregate of all fees paid to NES by Client for these services.

C. NES reserves the right to suspend or terminate this contract, should any invoice not be paid in full within 30 days of the date of the invoice. Should collection litigation be necessary, client acknowledges NES will include attorney's fees and all related costs as a part of the legal action.

D. The Client shall indemnify and hold harmless NES, NES' officers, directors, partners, employees and agents from and against any and all costs, losses and damages caused solely by the negligent acts or omissions of the Client, Client's officers, directors, partners, employees and agents in the performance and furnishing of the Client's services under this Agreement.

NES shall indemnify and hold harmless the Client, the Client's officers, directors, partners, employees and agents from and against any and all costs, losses and damages caused solely by the negligent acts or omissions of NES, NES' officers, directors, partners, employees and agents with respect to this Agreement or the associated Project.

NES' total liability to the Client and any party claiming by, through or under the Client for any cost, loss or damages caused in part by the negligence of NES and in part by the negligence of the Client or any other negligent entity or individual shall not exceed the percentage share that NES' negligence bears to the total negligence of NES, the Client, and all other negligent entities and individuals.

E. By acceptance of this Agreement, it is agreed that NES has permission to go on site and can perform any reasonable and necessary investigation in the course of completing the services described in this agreement. Client is solely responsible for site security and for obtaining permission from any affected third party property owners for use of their lands.

F. The work performed by NES is the confidential property of the client and will not be released to any other party without the Client's permission.

G. All regulatory determinations are subject to review and concurrence by the Wisconsin Department of Natural Resources and/or the U.S. Corps of Engineers, or other agency as appropriate.

H. This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

I. Upon execution of the Agreement, the services described herein shall begin as soon as possible and site investigation (if required) will be completed as weather and scheduling permit.

J. This Agreement must be executed by the Client within 30 days of the day and year first above written.



SOIL & WATER TESTING SERVICES, LLC.

Proposal for a Wetland Determination & Delineation

Parcel No. 31 002 6.GL3.05 R26E

To:

KEWAUNEE COUNTY
Kewaunee, Wisconsin



SOIL & WATER TESTING SERVICES, LLC.

March 25, 2015

Steve Hanson
Kewaunee County LIO Director
810 Lincoln St
Kewaunee, WI 54216

Re: Proposal for Wetland Determination & Delineation Services
Parcel No. 31 002 6.GL3.05 R26E

Dear Steve,

Please find enclosed a Wetland Determination & Delineation proposal for Parcel No. 31 002 6.GL3.05 R26E. Bates Soil & Water Testing Services, LLC. appreciates the opportunity to submit a proposal for wetland determination and delineation services. Required background research consisting of a review of historical documents would begin immediately upon receiving a signed proposal. As required by the regulatory agencies, the field work will not begin until the start of the growing season, typically early May. Bates Soil & Water Testing Services, LLC. would begin the field work as soon as the growing season has started and weather and scheduling allows. The Wetland Determination & Delineation Report would be submitted to the required regulatory agencies within approximately 2 weeks of receiving a site map illustrating the completed field work. If the terms and conditions are acceptable, please return one executed copy to my office. Should you have any questions concerning this proposal or scope of work, please contact me at 920-779-0000 or 920-470-5313.

Yours truly,

Bates Soil & Water Testing Services, L.L.C.

Brian D. Bates, P.S.S.
Licensed Professional Soil Scientist/Hydrogeologist

SHORT SUMMARY OF BATES SOIL & WATER TESTING SERVICES, LLC

Bates Soil & Water Testing Services, LLC. was founded in 1996 and is owned and operated by Brian Bates. Mr. Bates consults on multiple disciplines associated with the soils and waters of Wisconsin. Wetland related disciplines include wetland delineations, wetland hydrology monitoring, wetland restoration and invasive plant control.

Mr. Bates is a Soil Scientist, Wetland Scientist and a Hydrogeologist who holds a Bachelor of Science Degree in Soil Science and a Master of Science Degree in Natural Resources - Hydrogeology emphasis, from the University of Wisconsin-Stevens Point. Mr. Bates is a Certified Soil Tester and a Licensed Professional Soil Scientist. In 1991, Mr. Bates was recognized as one of the "Top Ten" Soil Profile Evaluators in the nation, recognized at a collegiate level, National Soil Judging Competition in California. Mr. Bates is also a member of the Wisconsin Society of Professional Soil Scientists.

Additional continuing education training includes the Basic Wetland Delineation course offered by the Wisconsin Department of Administration, Coastal Management Program (1998), Training Workshop for Consultants: Understanding Wisconsin's Wetland Compensatory Mitigation Rules and Guidelines (2003), the Advanced Wetland Delineation Training Workshop offered by the University of Wisconsin-La Crosse (2010) and Critical Methods in Wetland Delineation seminar offered by the Wisconsin Department of Natural Resources (2010, 2013, 2014 and 2015).

Mr. Bates has conducted hundreds of Wetland Delineations throughout the Fox Valley and Wisconsin. A small number of past or current clients include:

Country U.S.A	Mosquito Hill Nature Center	Wal-Mart
Harris & Associates	Fox Valley Technical College	Zilges Materials
City of Oshkosh	Alexander Eye Institute	Bergstrom Automotive
Village of Little Chute	Township of Grand Chute	Schuler & Associates, Inc.
Nordin Design Group	Blue Design Group	Sherwin-Williams Paint
Shawano County Highway Department	Kimberly Clark	Holiday Mazda
Team WinnebagoLand	Quality Paint & Coatings	Township of Eden
Barr, Inc.	Cypress Homes	Bonduel School District
Boom Bay Fire Department	Fox Valley Spring Company	Oshkosh Armory
Canadian National Railroad	Martenson & Eisele, Inc.	McMahon Associates, Inc.
Carow Land Surveying Company	Point of Beginning	Badger Labs & Engineering
CR Meyer	Roehl Transport	J.E. Arthur and Associates
Davel Engineering & Environmental	Nolan Auctions & Sales	Menominee Nation
Mach IV Engineering & Surveying, LLC.	City of Clintonville	Larson Engineering, Inc.

METHODOLOGY

The initial steps for the Area of Interest (AOI) evaluation will include the following reviews:

- Natural Resources Conservation Service Hydric Soil List for Kewaunee County
- Wisconsin Department of Natural Resources Wetland Inventory Map
- Preliminary Reconnaissance Survey
- National Wetland Inventory Map
- Soil Survey of Kewaunee County

The reviewed resources provide information on whether wetlands have been previously identified within the AOI or have a higher probability of wetlands occurring. Wetland area or areas with wetland potential within the AOI will then be field investigated to make on-site determinations and where necessary, complete delineations of the uppermost wetland boundary.

The wetland determinations and delineations will be completed using the criteria and methods outlined in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (January 2012). This supplement uses a three-criterion investigation method which examines for indicators of hydrophytic vegetation, hydric soils and wetland hydrology.

Soil morphology, the field observable attributes of the soil in various horizons or arrangements, based on vertical exposure at each sampling point to a minimum depth of 24" below grade (unless otherwise noted), will be documented on the Northcentral and Northeast Region Wetland Determination Data Forms.

Soil profiles will be evaluated through the construction of backhoe pits or hand auger borings. Backhoe pits are the preferred method of soil evaluation since they provide a clear picture of the soil profile over a large area, unlike small auger holes, push probes or hand dug holes. The use of a backhoe is the only option for deeply filled sites or sites that contain large coarse fragments such as concrete, blacktop or bricks. Soil profiles will be compared to the Field Indicators of Hydric Soils in the United States – A guide for Identifying and Delineating Hydric Soils, Version 7, and the July 2011 and March 2013 supplemental revisions.

Hydrology is the most variable of all three criteria. It is highly influenced by short and long-term precipitation, soil properties and the drainage catena of the small watersheds typically evaluated. Hydrology follows three pathways from the time it drops onto the soil surface to the time it becomes stream flow. The first pathway is overland flow, where water flows on the soil surface. The second pathway is through flow, which is lateral flow through the soilscape, generally parallel to the soil surface. The final flow path is groundwater flow, which is generally deep (except in most wetland areas), saturated, subsurface flow.

Verification of Hydrology for this study will be based on the primary and secondary hydrology indicators listed in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (January 2012).

Unlike soils or vegetation, hydrology indicators are not always associated with a specific sample point or area. If a hydrology indicator is found near a sampling point, in an area that has similar landscape arrangement, vegetation and soils, any evidence of hydrology will be noted on the Northcentral and Northeast Region Wetland Determination Data Forms. The wetland boundaries will be marked with pink flagging tape or pink wire flags. The sampling plots will be field marked with numbered hardwood stakes. Wetland boundary information provided within the Wetland Determination & Delineation Report will be prepared by an engineering/surveying firm chosen by the property owner.

Wetland Delineation Services will be provided by Brian Bates or Brian Bates and Tom Neitzel, both Licensed Professional Soil Scientists in the State of Wisconsin. Bates Soil & Water Testing Services, L.L.C. will include in its report, a discussion of our findings and site layout maps documenting any wetland boundaries. Upon receiving copies of the wetland boundary survey maps from the client's surveyor of choice, the final report will be completed. Once complete, copies will be provided to the Client, the U.S. Army Corps of Engineers and the Wisconsin Department of Natural Resources. Both the U.S. Army Corps of Engineers and the Wisconsin Department of Natural Resources will be asked to provide a wetland boundary concurrence.

Costs associated with surveying the wetland boundaries and sampling plots are not included in this proposal. Bates Soil & Water Testing Services, LLC. can recommend multiple surveyors to Kewaunee County if desired. If the regulatory agencies do not agree with the mapped wetland boundaries, some areas may need to be resurveyed (extremely unlikely).

PROJECT COST SUMMARY:

Wetland Determination & Delineation.....\$2,300.00 Lump Sum

Additional Costs:

WDNR Wetland Concurrence Fee.....\$ Not Applicable

Surveying.....\$ unknown at this time

AGREEMENT FOR WETLAND DETERMINATION & DELINEATION SERVICES

This is an agreement by and between Bates Soil & Water Testing Services, LLC. (Consultant), a Wisconsin Limited Liability Corporation, having its place of business located at N1237 Country Crest Circle, Hortonville, Wisconsin, and Kewaunee County (Client).

1. Scope of Work

The Consultant shall provide professional services for the Client, directly or indirectly, as indicated in the attached letter proposal. Any changes or additions to the Scope of Services shall be made by written agreement between the Consultant and Client

2. Terms of Agreement

This agreement shall commence upon execution and shall remain in effect until terminated by either party, as such party's discretion, or not less than 10 days advance written notice. If the Consultant terminates the agreement, the Client may, at its option, extend the terms of this agreement to the extent necessary for the Consultant to complete any Services which were ordered prior to the effective termination. If the Client terminates this agreement, the Client shall pay the Consultant for all services done prior to the Consultant's receipt of the notice of termination and for all work done and/or expenses incurred by the Consultant in terminating Services begun after the notice has been received. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. Any right (including, but not limited to, indemnity) or duty of a party based on either performance or a breach of this agreement, prior to the effective date of termination, shall survive. This agreement shall be considered withdrawn by the Consultant unless executed by the Client and returned to the Consultant within 90 days of the date of offering.

3. Fees for Services

The Client agrees to pay the Consultant for services performed by the Consultant. Fees for Services performed under the Scope of Services will be charged at \$2,300.00 Lump Sum. The stipulated fee is firm for acceptance by the Client for thirty (90) days from the date of agreement publication. In no instance shall the Consultant exceed the cost estimate or the Scope of Services without the Client's written consent and approval for Services performed directly by the Consultant. The Consultant will submit invoices to the Client monthly or upon completion of specific services. As the project progresses, facts may be uncovered that reveal a change in direction, which may alter the proposed scope of services. The Consultant will notify the Client in writing of such situations so that changes in this agreement can be negotiated if required.

4. Warranty of Consultant

The Consultant warrants to the Client that they will apply present professional scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the services. The Client acknowledges that: (1) "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards impose a different degree of care upon the consultant.

5. Regulatory Compliance

The Consultant shall assume responsibility for performing its Services under this agreement in accordance with laws and regulations in effect at the time of execution of this agreement.

6. Indemnification

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claims, losses, damages, liability and costs, including but not limited to the costs of defense, arising out of, or in any way connected with: (1) the acts, omissions or work of the Client, except for such liability as may arise out of the Consultant's own negligence or willful misconduct in the performance of Services under this agreement.

7. Confidentiality

The Consultant shall hold all such data, reports, and other information in confidence for the aforementioned, except for documents requiring review by the Wisconsin Department of Natural Resources or U.S. Army Corps of Engineers.

8. Force Majeure

Neither party shall be deemed in default for the agreement nor any work order hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) or results, without its fault or negligence, from any cause beyond its reasonable control, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lock-outs.

9. Governing Law

This agreement shall be governed by and interpreted pursuant to the laws of the State of Wisconsin. Unless prohibited by law, any judicial action under this agreement shall be filed and venue in the Circuit Court for Kewaunee County, Wisconsin.

10. Site Information

The Client shall assist the Consultant by placing at the Consultant's disposal all available documents and information pertinent to the Services that are available to the client.

11. Right-Of-Entry

The Client will furnish right-of-entry for the Consultant and employees to such property as may be necessary for the Consultant to perform the Services under this agreement. The Consultant will take reasonable precautions to minimize damage to the property caused by the Consultant's equipment, but has not included in the Consultant's Services the cost of restoration of damage which may result from the Consultant's operations. If the Client requires the Consultant to restore property to its former conditions, the costs associated with restoration will be added to the Consultants' fee.

12. Entire Agreement, Survival or Terms

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services by the Consultant and the Client and supersede any prior contact, arrangement or work order between the parties and represent their complete agreement. No alterations to, or modification of, the terms and conditions of this agreement shall be effective unless such alterations or modification is reduced to writing and properly executed by the parties hereto.

These terms and conditions shall survive the completion of the Services under this agreement and the termination of this agreement for any cause.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

By: 

Brian D. Bates
Bates Soil & Water Testing Services, LLC

Date: 4-20-15

By: _____

Steve Hanson or authorized agent
Kewaunee County

Date: _____



RESOLUTION NO.

**A RESOLUTION TO AMEND THE RULES AND DUTIES OF THE
FINANCE AND PUBLIC PROPERTY COMMITTEE
(2/3 Vote Required for Approval)**

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, the Finance and Public Property Committee Considered and hereby recommends
2 amending its Rules and Duties as Follows:

3
4 **FINANCE AND PUBLIC PROPERTY COMMITTEE**

5
6 ~~1. Review and approve all just claims and accounts submitted on vouchers against the~~
7 ~~County, and submit same to County Board for payment. If a County Board meeting is not held~~
8 ~~in any given month, The Committee shall have claims paying authority for that month and all~~
9 ~~claims are approved as if acted on by the County Board.~~

10
11 1. Review and audit all just claims and accounts submitted against the County and submit
12 the same to the County Board for final review and audit. Approve claims and authorize payment
13 for claims not previously authorized by an oversight committee. The several oversight
14 committees are authorized to approve claims and authorize payment arising from their
15 respective departments. The County administrator shall have authority to approve budgeted
16 claims and authorize payment when necessary to assure timely payment.

17
18 14. Review and approve requests for the purchase of capital equipment and supplies for the
19 above mentioned buildings in excess of \$2,500.00. ~~The County Administrator shall have~~
20 ~~authority to authorize budgeted expenses up to \$2,500.00.~~

21
22 **WHEREAS**, Rule 23, of the Rules of Order provides, "Any rule of the Board may be suspended,
23 altered, or amended by consent of two-thirds of the members present, except Rule 22B may
24 **NOT** be suspended, altered, or amended."

25
26 **NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly
27 assembled this 19th day of May 2015, that the Board approves amending the Rules and Duties
28 of the Finance and Public Property Committee.

Respectfully Submitted,

FINANCE AND PUBLIC PROPERTY COMMITTEE

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

APPROVED AS TO FORM

Jeffrey R. Wisnicky
Corporation Counsel

FISCAL IMPACT STATEMENT:

FINANCE AND PUBLIC PROPERTY COMMITTEE

~~1. Review and approve all just claims and accounts submitted on vouchers against the County, and submit same to County Board for payment. If a County Board meeting is not held in any given month, The Committee shall have claims paying authority for that month and all claims are approved as if acted on by the County Board.~~

1. Review and audit all just claims and accounts submitted against the County and submit the same to the County Board for final review and audit. Approve claims and authorize payment for claims not previously authorized by an oversight committee. The several oversight committees are authorized to approve claims and authorize payment arising from their respective departments. The County administrator shall have authority to approve budgeted claims and authorize payment when necessary to assure timely payment.

2. Approve or disallow all requests, reports, or resolutions of all committees involving expenditures of county funds in excess of the budget and requiring an appropriation.

3. Approve or disallow requests for transfer of funds from contingency account to budget accounts up to \$20,000.00. Have authority to authorize expenditures from the Capital Improvement Fund up to \$20,000.00. Review and recommend to the County Board, all transfers from the General Fund and all transfers from Contingency and Capital Improvement Funds exceeding \$20,000.00.

4. Examine and audit all accounts and County Board members per diem, and mileage claims, and make a report of their findings to the County Board. If a County Board meeting is not held in a given month, approval by the Committee shall be authorization to pay the monthly Supplementary Payroll.
5. It shall check the various accounts and balances from time to time to see that all departments stay within their budgets and that budgets are not overdrawn.
6. Approve transfer of funds between budget account line items with no change in the overall budget (over \$1,000.00).
7. Review annual County Budget as presented by the County Administrator and upon approval, recommend to the County Board for adoption.
8. Recommend to the County Board the working bank and the depository for all county funds.
9. Review all matters pertaining to defective and insufficient tax title and approve all tax deeds taken and all quit claim deeds issued.
10. Approve and recommend to the County Board the advertising and disposal of all county lands acquired by tax deed. Any sale of county right-of-way must be reviewed by the highway committee to determine how such sale would effect property that is adjacent to or part of a highway right future highway projects. A written opinion of the advisability of such sale would be forwarded from the highway committee to the finance committee.
11. Authorize the contract for the annual audit of all the departments of the county.
12. Approve County Treasurer and Administrator's recommendations to invest any funds not being used in accordance with Section 66.0603 (1m) of the Wisconsin Statutes.
13. Approve any plans for the maintenance, repair, improving, and remodeling of all county buildings excluding the Highway facilities.
14. Review and approve requests for the purchase of capital equipment and supplies for the above mentioned buildings in excess of \$2,500.00. ~~The County Administrator shall have authority to authorize budgeted expenses up to \$2,500.00.~~
15. Review annually a complete inventory of all property owned by Kewaunee County and file a copy with the County Clerk.
16. Review and approve recommendations from the County Administrator to purchase adequate insurance to cover any and all county liability including without limitation workers compensation insurance. The committee shall from time to time consult with other standing committees of the County Board to determine special insurance needs of the various agencies and departments supervised by the other committees. Other standing committees may request special action by the committee for special needs.

17. Recommend to the County Board, all other types of insurance coverage deemed necessary, and purchase all the insurance coverage approved by the County Board.
18. Review and approve both the bond and the sufficiency of the sureties for all county officers and report in writing to the County Board their actions on all bonds.
19. To have charge of the property belonging to the Edward Decker Memorial Collection and pursuant to Resolution No. 25-10-96, the Committee shall act as the "Edward Decker Memorial Commission" as specified in Board Resolution dated June 9, 1909.
20. To perform all such other duties imposed by law or by order of the County Board.
21. Pursuant to Resolution No. 45-12-90, Finance and Public Property Committee is designated as the Data Processing Committee for Kewaunee County and shall be responsible for establishing priorities for existing and new data processing needs, survey county agencies for possible uses of computers
22. Acts as County Civil Rights Compliance Committee.

FINANCE AND PUBLIC PROPERTY COMMITTEE

- 1.** Review and approve all just claims and accounts submitted on vouchers against the County, and submit same to County Board for payment. If a County Board meeting is not held in any given month, The Committee shall have claims paying authority for that month and all claims are approved as if acted on by the County Board.
- 2.** Approve or disallow all requests, reports, or resolutions of all committees involving expenditures of county funds in excess of the budget and requiring an appropriation.
- 3.** Approve or disallow requests for transfer of funds from contingency account to budget accounts up to \$20,000.00. Have authority to authorize expenditures from the Capital Improvement Fund up to \$20,000.00. Review and recommend to the County Board, all transfers from the General Fund and all transfers from Contingency and Capital Improvement Funds exceeding \$20,000.00.
- 4.** Examine and audit all accounts and County Board members per diem, and mileage claims, and make a report of their findings to the County Board. If a County Board meeting is not held in a given month, approval by the Committee shall be authorization to pay the monthly Supplementary Payroll.
- 5.** It shall check the various accounts and balances from time to time to see that all departments stay within their budgets and that budgets are not overdrawn.
- 6.** Approve transfer of funds between budget account line items with no change in the overall budget (over \$1,000.00).
- 7.** Review annual County Budget as presented by the County Administrator and upon approval, recommend to the County Board for adoption.
- 8.** Recommend to the County Board the working bank and the depository for all county funds.
- 9.** Review all matters pertaining to defective and insufficient tax title and approve all tax deeds taken and all quit claim deeds issued.
- 10.** Approve and recommend to the County Board the advertising and disposal of all county lands acquired by tax deed. Any sale of county right-of-way must be reviewed by the highway committee to determine how such sale would effect property that is adjacent to or part of a highway right future highway projects. A written opinion of the advisability of such sale would be forwarded from the highway committee to the finance committee.
- 11.** Authorize the contract for the annual audit of all the departments of the county.
- 12.** Approve County Treasurer and Administrator's recommendations to invest any funds not being used in accordance with Section 66.0603 (1m) of the Wisconsin Statutes.
- 13.** Approve any plans for the maintenance, repair, improving, and remodeling of all county buildings excluding the Highway facilities.

14. Review and approve requests for the purchase of capital equipment and supplies for the above mentioned buildings in excess of \$2,500.00. The County Administrator shall have authority to authorize budgeted expenses up to \$2,500.00.
15. Review annually a complete inventory of all property owned by Kewaunee County and file a copy with the County Clerk.
16. Review and approve recommendations from the County Administrator to purchase adequate insurance to cover any and all county liability including without limitation workers compensation insurance. The committee shall from time to time consult with other standing committees of the County Board to determine special insurance needs of the various agencies and departments supervised by the other committees. Other standing committees may request special action by the committee for special needs.
17. Recommend to the County Board, all other types of insurance coverage deemed necessary, and purchase all the insurance coverage approved by the County Board.
18. Review and approve both the bond and the sufficiency of the sureties for all county officers and report in writing to the County Board their actions on all bonds.
19. To have charge of the property belonging to the Edward Decker Memorial Collection and pursuant to Resolution No. 25-10-96, the Committee shall act as the "Edward Decker Memorial Commission" as specified in Board Resolution dated June 9, 1909.
20. To perform all such other duties imposed by law or by order of the County Board.
21. Pursuant to Resolution No. 45-12-90, Finance and Public Property Committee is designated as the Data Processing Committee for Kewaunee County and shall be responsible for establishing priorities for existing and new data processing needs, survey county agencies for possible uses of computers
22. Acts as County Civil Rights Compliance Committee.

PERSONNEL, LEGISLATIVE AND ADVISORY COMMITTEE

1. The Personnel, Legislative and Advisory Committee is designated as the County's Human Resources Committee and shall, with aid of the County Administrator, develop Personnel Policies and Procedures. Said policies and procedures shall be published as the Kewaunee County Personnel Policy and shall be reviewed and amended as deemed necessary. The County Personnel Policy and Amendments shall be approved by the Kewaunee County Board.
2. Consistent with the Kewaunee County Personnel Policy set policies regarding the hiring of all County employees. Receive advice from other standing committees of the County Board with regard to hiring of personnel and filling vacancies in existing or newly created positions; to act as advisory committee to the County Board of all matters pertaining to salaries, wages, personnel, working conditions, and



Wisconsin Public Service Corporation

ACCOUNT	DATE DUE	PLEASE PAY
[REDACTED]	04/15/2015	\$463.68
		AMOUNT PAID

6

00002277
 KEWAUNEE COUNTY
 C/O KEWAUNEE CO SOLID WASTE
 E4280 COUNTY ROAD F
 KEWAUNEE WI 54216

WISCONSIN PUBLIC SERVICE
 PO BOX 19003
 GREEN BAY WI 54307-9003

0110402762074000361 7000046368 00

Please fold on perforated line, detach and return this portion with your payment.

Wisconsin Public Service
 PO BOX 19003
 GREEN BAY WI 54307-9003

Visit us on the Web
www.wisconsinpublicservice.com

Call 877-444-0888
 7 AM-5 PM Mon-Fri

CUSTOMER NAME AND ADDRESS	ACCOUNT	BILL DATE	NEXT READ
KEWAUNEE COUNTY Gas Flare E3726 COUNTY ROAD L KEWAUNEE WI 54216	[REDACTED]	03/25/2015	04/24/2015
SERVICE ACTIVITY			
Meter No. 741545	Reading 03/25/2015	198183	
	Reading 02/24/2015	- 194343	
	Electricity Used (KWH)	3,840	
SM COML 3PH Cg-1	3,840.0 KWH at \$0.10730	412.03	
	Daily Customer Charge (29 days at \$1.31510)	38.14	
	WI Low Income Assistance Fee(3% of \$450.17)	13.51	
	Total Electric Charges		\$463.68
ENERGY USE		STATEMENT SUMMARY FOR ACCOUNT	
	This Year	Last Year	Previous Balance 02/24/2015
Billing Days	29	30	\$438.25
Avg Daily Temp	29	21	Payment 03/20/2015
Heating Degree Days	1049.0	1322.0	\$438.25CR
% Warmer	20		Beginning Amount
KWH Used	3840	2511	Electric Service
Avg KWH/Day	132.4	83.7	\$463.68
			Total Amount Due 04/15/2015
			\$463.68

600.54923.000.222
 INVOICE SENT TO Hwy/ISW COMMITTEE THURSDAY, APRIL 2ND.
 INVOICE SENT TO FINANCE. FRIDAY, APRIL 10TH.
 MAR 30 2015
 Kew...
 'INVOICE SENT TO County BOARD TUESDAY, APRIL 21ST.
 'CHECK CUT FRIDAY, APRIL 24TH.

ACCOUNT NUMBER: 0402762074-00036

NAME: KEWAUNEE COUNTY

WI072G1 2,387



Wisconsin Public Service Corporation

ACCOUNT NUMBER [REDACTED]	DATE DUE 05/18/2015	PLEASE PAY \$862.17
		AMOUNT PAID

6

00002846
 KEWAUNEE COUNTY
 C/O KEWAUNEE CO SOLID WASTE
 E4280 COUNTY ROAD F
 KEWAUNEE WI 54216

WISCONSIN PUBLIC SERVICE
 PO BOX 19003
 GREEN BAY WI 54307-9003

0110402762074000361 7000086217 00

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Wisconsin Public Service
 PO BOX 19003
 GREEN BAY WI 54307-9003

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Call 877-444-0888
 7 AM-5 PM Mon-Fri

CUSTOMER NAME AND ADDRESS KEWAUNEE COUNTY Gas Flare E3726 COUNTY ROAD L KEWAUNEE WI 54216		ACCOUNT 0402762074-00036	BILL DATE 04/24/2015	NEXT READ 05/26/2015 RECEIVED APR 29 2015
SERVICE ACTIVITY				
Meter No. 741545	Reading 04/24/2015	201379	Kewaunee County Highway Department	
	Reading 03/25/2015	- 198183		
	Electricity Used (KWH)	3,196		
SM COML 3PH Cg-1	3,196.0 KWH at \$0.10730	342.93		
	Daily Customer Charge (30 days at \$1.31510)	39.45		
	WI Low Income Assistance Fee(3% of \$382.38)	11.47		
	Total Electric Charges		\$393.85	
ENERGY USE		STATEMENT SUMMARY FOR ACCOUNT		
	This Year	Last Year	Previous Balance 03/25/2015 \$463.68	
Billing Days	30	31	Late Payment Charge 04/24/2015 \$4.64	
Avg Daily Temp	41	38	Beginning Amount \$468.32	
Heating Degree Days	729.0	837.0	Electric Service \$393.85	
% Warmer	12			
KWH Used	3196	2768		
Avg KWH/Day	106.5	89.3		
			Total Amount Due 05/18/2015 \$862.17	

YOUR ACCOUNT WITH US HAS NOT BEEN PAID. PLEASE MAIL YOUR PAYMENT TODAY.

600.51923.000.222

**WIRELESS TELECOMMUNICATIONS EQUIPMENT
AND SERVICE AGREEMENT**

THIS WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICE AGREEMENT (hereinafter, the "Agreement") is made, entered into, and effective this ____ day of _____ 2015, by and between NEW-CELL, LLC., a Wisconsin corporation (doing business as and hereinafter referred to as "Cellcom"), and County Of Kewaunee, (hereinafter, "Customer").

Provision Of Telecommunications Services and Related Equipment

I.A. **Services.** Cellcom shall make available to Customer, its employees, representatives and other designees, an unlimited number of service accounts (hereinafter, an "Account" or "Accounts") through which Cellcom shall provide wireless telecommunications services. As a condition to Cellcom's offer to provide services and equipment identified herein at the rates and charges identified below, Customer shall maintain a minimum of 100 Accounts (the "Account Minimum") on rate plans identified in Exhibit A at all times during the Term of this Agreement. In addition, Customer shall execute a Master Service Agreement in the form attached as Exhibit B; and this Master Service Agreement shall also govern the availability of the services on each Account. Cellcom and Customer agree that the following revision to the Master Service Agreement shall be deemed incorporated therein for purposes of this Agreement and governance of each account.

- (i) Section 3.D. of the Master Service Agreement (titled "Indemnification") shall be deleted; and
- (ii) The first sentence of Section 4.C. of the Master Service Agreement shall be replaced, in its entirety, with the following: "In the event Cellcom, in its sole discretion, undertakes litigation or collection efforts against Customer to enforce the terms of this Agreement, the prevailing party in such litigation shall be entitled to reimbursement from the other party for its costs and expenses, including actual attorney's fees, incurred in such litigation."

I.B. **Additional Features.** Customer may add additional features to any or all Accounts, with the additional charges for such additional features set forth on Exhibit A.

I.C. **Employee Discount Plan.** Cellcom will make available to employees of Customer wireless telecommunications services upon the terms and conditions of Cellcom's then-current Employee Discount Plan. All employees are eligible to apply for the benefits provided pursuant to this paragraph upon the execution of Cellcom's Service Agreement, provided that such employee is a new Cellcom subscriber and that the home address of the employee is within the Cellcom Service Area. The employee must agree to be and remain financially responsible for all charges incurred pursuant to such Service Agreement. Cellcom reserves the sole and exclusive right to limit, deny, or terminate service to any applicant or employee hereunder. Cellcom may terminate these benefits for any employee who, during the term of this Agreement, ceases to be an employee of Customer. In addition, Cellcom may terminate these benefits upon the expiration or termination of this Agreement.

Rates and Charges

2.A. **Monthly Service Charges.** Each Account maintained by Customer pursuant to this Agreement shall incur a monthly service charge as identified in Exhibit A.

2.B. **Additional Air Time and Roaming Charges.** Each Account maintained by Customer pursuant to this Agreement shall include the allotment of "free" air time for use in the "home" area as set forth in Exhibit A. Customer shall incur an additional charge for each minute of air time utilized in excess of such allotment for each Account, with each Account considered individually for these purposes. Additionally, Customer shall incur additional roaming charges per minute for each minute of air time utilized outside the "home" area identified in Exhibit A.

2.C. Payment. Cellcom shall invoice Customer for the aggregated total of the monthly service, additional air time, roaming charges and additional equipment expenses incurred by all Accounts maintained by Customer pursuant to this Agreement; and Customer shall pay each such invoice within Forty Five (45) days of receipt of each invoice. Unpaid invoices shall accrue interest at the monthly rate of 1½%, or the highest amount allowed by law, whichever is lower.

Term, Renewal and Termination

3.A. Initial Term. The Initial Term of this Agreement shall be two (2) years, commencing on the date first written above and ending on the second (2nd) anniversary thereof.

3.B. Renewal Terms. Upon the expiration of the Initial Term, Customer may renew this Agreement for one consecutive two-year Renewal Term(s) by providing to Cellcom written notice of its intent to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term, as the case may be.

3.C. Termination. This Agreement may be terminated prior to the end of the Initial or then-current Renewal Term as follows:

3.C.1. Automatic Termination. This Agreement will automatically terminate if either party: (a) makes an assignment for the benefit of the creditors; or (b) becomes a party to any receivership, bankruptcy, or similar proceeding, and such proceedings are not dismissed within ninety (90) days of commencement.

3.C.2. Default. In the event of a material breach of this Agreement, the non-breaching party may provide written notice of the breach and may terminate this Agreement at any time after a reasonable opportunity to cure the breach. For purposes of this Agreement, a reasonable opportunity to cure is deemed to be ten (10) days for a monetary default and thirty (30) days for a non-monetary default. If the breaching party, prior to the expiration of the cure period, has cured the breach, this Agreement will remain in effect, provided the breaching party promptly reimburses the non-breaching party for any reasonable damages the non-breaching party may have incurred.

3.D. Early Termination of Accounts and Effect of Non-Renewal of Agreement.

3.D.1. Termination of Accounts. Customer may, at any time during the Term of this Agreement, terminate one or more Accounts maintained pursuant to this Agreement, while not terminating this Agreement generally, by delivering to Cellcom advance written notice of such termination. In the event any such termination causes Customer to thereafter maintain fewer active Accounts than the Account Minimum, Customer must also pay to Cellcom a "Termination Fee" for each terminated Account below the Account Minimum. The Termination Fee shall be payable at the time Customer delivers its notice of termination, and shall be determined by reference to the devices activated on the terminated Account(s) falling below the Account Minimum.

- (i) For each standard device activated on the terminated Account(s), the Termination Fee shall include One Hundred Seventy-Five Dollars (\$175.00), which amount shall be reduced by Five Dollars (\$5.00) for each completed month of the term of this Agreement; and
- (ii) for each "Smart Phone" activated on the terminated Account(s), the Termination Fee shall include Three Hundred Fifty Dollars (\$350.00), which amount shall be reduced by Ten Dollars (\$10.00) for each completed month of the term of this Agreement.

Notwithstanding any such termination of one or more Accounts, this Agreement shall remain in effect as to all other Accounts maintained by Customer; provided, however, Cellcom reserves the right to revise the amount of the account allowance provided to Customer based on the number of remaining Accounts and the remaining time left in the then-current Term.

3.D.2. Effect of Non-Renewal of Agreement. In the event Customer does not renew this Agreement for at least one Renewal Term, Customer shall pay to Cellcom One Hundred Seventy-Five Dollars (\$175.00) for each standard device and Three Hundred Fifty Dollars (\$350.00) for each "Smart Phone" activated within the final one

Land Divisions, Parcel Combinations And Certified Survey Maps

- 1.01 Authority
 - 1.02 Purpose
 - 1.03 Prior Ordinances
 - 1.04 Abrogation and greater restrictions
 - 1.05 Interpretation
 - 1.06 Severability
 - 1.07 Definitions
 - 1.08 Jurisdiction
 - 1.09 Compliance
 - 1.10 Effective Date
-

- 1.01 Authority. The Kewaunee County Board of Supervisors adopts the provisions of this ordinance pursuant to the authority granted in Sections 16.967, 59.07(6), and 59.88 of the Wisconsin Statutes.
- 1.02 Purpose. To establish a county-wide policy which will protect the citizens of Kewaunee County by insuring that future land divisions and parcel combinations comply with local ordinances, meet minimum surveying standards, and maintain or enhance the accuracy of Kewaunee County's land information system.
- 1.03 Prior Ordinances. This ordinance supersedes and repeals all prior land division, parcel combination and parcel map ordinances.
- 1.04 Abrogation and Greater Restrictions. It is not intended by this ordinance to repeal, abrogate, annul, impair, or interfere with any existing easements, covenants, deed restrictions, agreements, rules, regulations, ordinances, or permits previously adopted or issued pursuant to law, except as set forth in the "Prior Ordinances" paragraph. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall govern.
- 1.05 Interpretation. The provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of this ordinance and Kewaunee County and shall not be deemed a limitation or repeal of any other power granted by Wisconsin Statutes.
- 1.06 Severability. If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.
- 1.07 Definitions. Terms used in this ordinance mean as follows:

- (a) Certified Survey Map, CSM, or CSMs: A map of a division of land prepared in accordance with Chapter 236 of the Wisconsin Statutes.
- (b) Land Division: The act of creating two or more separately described parcels from a single parcel of land by the owner thereof or his agent.
- (c) Local Unit of Government: The village, city, town, or county in which zoning laws apply.
- (d) Lot: A parcel of land having frontage on a public street, occupied or intended to be occupied by a principal structure or use and sufficient in size to meet the lot width, lot frontage, yard, parking area, and other open space provisions of any applicable zoning code.
- (e) Parcel: A continuous acreage of land described in a single description in a deed or one of a number of lots or outlets on a plat, separately owned or capable of being separately conveyed.
- (f) Plat: A map of a division of land for the purpose of sale, lease, or building development.
- (g) Surveyor: A land surveyor duly registered in the State of Wisconsin.
- (h) Tract: See Parcel
- (i) Undeveloped Land: Land in parcels or tracts sufficiently large for future subdivisions which is presently in agriculture, woodland, or other non-intensive use.

1.08 **Jurisdiction.** Jurisdiction of these regulations shall include all lands and waters within the limits of Kewaunee County. The provisions of this ordinance shall not apply to:

- (a) Transfers of interest in land by will or pursuant to court order or operation of law.
- (b) Leases, mortgages, or easements.
- (c) The sale or exchange of property between adjacent landowners if that property is attached to and incorporated into an existing tax parcel provided that the remnant parcel is not less than 1.5 acres in size. Wis. Stat. §236.45(2)(a)3.
- (d) Cemetery plats made under Wis. Stat. §157.07.
- (e) Assessor's plats made under Wis. Stat. §70.27. Assessor's plats shall comply with Wis. Stats. §§236.15(2)(a) to (g) and 236.20(1) and (2)(a) to (e).
- (f) Parcels that are split or combined as whole lots in a recorded subdivision plat or parcels that are split or combined as whole quarter/quarter sections in the public land survey system provided the local zoning authority approves the exemption for the split or combination.

1.09 **Compliance.** No person shall divide any land located in Kewaunee County so that division results in a subdivision, land division, or replat; no such subdivision, land division, or replat shall be entitled to recording; and no street shall be laid out or

improvements made to land without compliance with all requirements of this ordinance and the following:

- (a) Provisions of Chapter 236 of the Wisconsin Statutes.
- (b) Rules of the Wisconsin Department of Transportation relating to safety of access and the preservation of the public interest and investment in the highway system if the land owned or controlled by the sub-divider abuts on a state trunk highway or connecting street.
- (c) Any applicable zoning code and all other applicable local or county ordinances.
- (d) Combining and Dividing Parcels. In addition to state statutory requirements for certified survey maps, subdivision plats, replats, assessor's plats, condominium plats and other recordable documents, the following additional requirements shall be adhered to for the purposes of this ordinance:
 - (1) **Parcel Splits:** A certified survey map shall be prepared and recorded in the Register of Deeds office for all land divisions that create a new parcel. A CSM will not be required for the sale or exchange of property between adjacent landowners if that property is attached to and incorporated into an existing tax parcel unless it results in a remnant parcel that is less than 1.5 acres in size. Wis. Stat. §236.45(2)(a) 3.
 - (2) **Parcel Combinations:** A certified survey map shall be prepared and recorded in the Register of Deeds office for all parcel combinations unless the combination is required by the local assessor or the Kewaunee County Land Information Office for valuation purposes under Wis. Stat. §70.23(2).
 - (3) Present zoning shall remain on a subdivided or combined parcel until a zoning change is applied for by the applicant and granted by the governing body of jurisdiction.
- (e) Document Specifications; Certified Survey Maps.
 - (1) A CSM being prepared and submitted for recording shall show on its face any adjacent recorded CSMs and their accompanying document, volume and page numbers, previous CSM number which is being replaced in part or whole by a new CSM, and section, town and range.
 - (2) Road dedication shall be the minimum width required by each local unit of government, or by state law.
 - (3) A CSM shall be accompanied by a certificate of the Surveyor, Local Unit of Government, and the Owner. The owner's

certificate shall include the following statement: "All mortgagees associated with this property have been contacted and made aware of these property boundary changes."

- (f) Required Reviews.
- (1) CSM Reviews. All certified surveys submitted for recording in the Register of Deeds office shall have undergone a self-review by the surveyor. Evidence of this review will be in the form of a completed, County approved CSM review checklist. The CSM review checklist shall be filed in the Kewaunee County Land Information Office prior to the recording of the certified survey, and the LIO shall stamp the CSM to indicate that the required self-review was completed.
 - (2) Condominium Plat Reviews. All condominium plats shall be reviewed by a Registered Land Surveyor designated by Kewaunee County to insure that they meet basic surveying standards.
- (g) Zoning Certification. Each parcel that is split and partially combined with an adjacent parcel that is currently under different ownership, or will be under different ownership with the contemporaneous recording of a deed or other document of conveyance, shall be certified by the local zoning administrator and, if applicable, the Kewaunee County shoreland zoning administrator, to verify compliance with the governing zoning ordinance. The zoning certification must be filed in the Kewaunee County Land Information office at or prior to recording any documents of conveyance.

1.10 Effective Date. This ordinance shall be effective upon passage and publication.