

**PUBLIC NOTICE AND AGENDA
KEWAUNEE COUNTY BOARD MEETING**

MONTH: MAY

DATE: May 17, 2016

TIME: 6:00 PM

**PLACE: County Board Room
Administrative Center
810 Lincoln Street
Kewaunee, WI**

- 1. Call to Order**
- 2. Pledge of Allegiance and Prayer**
- 3. Roll Call**
- 4. Approve County Board Agenda**
- 5. Approve Previous County Board Minutes**
- 6. Presentation of Gavels**
- 7. Citizen's Input (maximum 3 minutes per appearance)
(20 minutes total per meeting)**
- 8. Appointments**
 - a. Nicolet Federated Library System Board – Robert Entringer**
- 9. Annual Reports and Other Reports to the Board as Requested by the
County Board or Committee:**
 - a. Kewaunee County Clerk – Jamie Annoye**
 - b. Kewaunee County Child Support – Cindy Kudick**
 - c. Kewaunee County Economic Development – Jennifer Brown**
 - d. Kewaunee County Administrator – Scott Feldt**
- 10. Committee Reports:**
 - a. Highway/Solid Waste Committee**
 - b. Personnel, Advisory & Legislative Committee**
 - c. Health Vets & Child Support Committee**
 - d. Extension Education & Zoning Committee**
 - e. Land & Water Conservation Committee**
 - f. Law Enforcement & Emergency Mgmt. Committee**
 - g. Finance and Public Property Committee**
 - h. Human Services Committee**
 - i. Promotion and Recreation Committee**
 - j. Groundwater Task Force Committee**
 - k. Revolving Loan Fund Committee**
 - l. Bay Lake Regional Planning Commission**

11. **First Reading of Ordinance (vote to be taken at the next County Board meeting)**
 - a. **None**
12. **Recess for Finance to meet**
13. **Consideration of Resolutions:**
 - a. **Resolution Approving Transfer of Budgeted Funds – UWEX – Healthier Lunchroom Grant**
 - b. **Resolution Approving Transfer of Budgeted Funds – EMGT – Hazard Mitigation Emergency Preparedness**
 - c. **Resolution Approving the Revolving Loan Fund Application of Thumb Knuckle Brewing, Inc.**
 - d. **Resolution Approving RLF Loan Settlement – Greg Mariucci – ICL Printing**
 - e. **Resolution for 2012 Delinquent Real Estate Taxes**
 - f. **Resolution Authorizing the Issuance and Sale of \$4,310,000 General Obligation Refunding Bonds Series 2016A**
14. **Consideration of Ordinance read at previous County Board Meeting**
 - a. **Kewaunee County Sexual Offender Residency Ordinance**
15. **Communications:**
 - a. **Resolutions from Other Counties**
 - b. **Kewaunee County Events**
16. **Chair Comments**
17. **Set meeting date for next County Board Meeting**
 - a. **June 21, 2016 at 6:00 p.m. (previously scheduled)**
 - b. **July 26, 2016 at 6:00 p.m. (tentative date – if needed)**
 - c. **August 16, 2016 at 6:00 p.m. (proposed)**
18. **Adjournment**

/s/ Robert Weidner
Robert Weidner
Kewaunee County Board Chairman

/s/Jamie Annoye
Jamie Annoye
Kewaunee County Clerk

Persons with disabilities needing special accommodations to attend or participate should contact the County Clerk's Office at (920) 388-7133 at least 24 hours prior to the meeting so that accommodations may be arranged.

**MARCH SESSION
KEWAUNEE COUNTY ADMINISTRATION CENTER
MARCH 15, 2016**

The meeting of the Kewaunee County Board of Supervisors was called to order by the Kewaunee County Chairman, Ron Heuer, on March 15, 2016 at 6:00 PM.

The Pledge of Allegiance was recited, followed by prayer.

Roll Call: Supervisors Benes, Cravillion, Doell, Haske, Heidmann, Heuer, Jahnke, Kirchman, Luft, Mastalir, Paape, Pagel, Paider, Romdenne, Shillin, Sinkula, Wagner and Weidner (18) were present. Supervisors Garfinkel and Tebon were excused.

Supervisors Heidmann moved and Wagner seconded to approve the County Board agenda and the February County Board minutes. Motion carried.

Citizens Input:

Bruce Vandervest spoke regarding liquid manure solutions & arsenic contamination

Sandy WinnemueLLer spoke regarding mailbox vandalism, water quality & a community member is offering a \$1,000.00 reward for information on the vandalism that is being done

Jodi Parins spoke regarding DNR workgroups & vandalism

Sheriff Matt Joski spoke regarding law enforcement & community relationship

APPOINTMENT

Children's Community Options Program Advisory Committee

Pursuant to Wisconsin Statutes 46.272(4)(a) I hereby make the following appointments to the Children's Community Options Program Advisory Committee subject to County Board approval.

Term March 15, 2016 to December 31, 2016

Sara Funk, Carly Merrill, Jessica Miller, Jenny Shaw, Mike Shaw	Parent
Cindy Kinnard	Public Health
Tracy Ledvina, Tami Prucha	Kewaunee Schools
Mary Janssen	Luxemburg-Casco Schools
Nick Cochart	Algoma Schools
Dan Holstead	Advocates for Healthy Transitional Living

Respectfully submitted,
Scott Feldt, County Administrator

APPOINTMENT

Coordinated Service Teams Advisory Committee

Pursuant to Wisconsin Statutes 46.56(3) I hereby make the following appointment to the Coordinated Service Teams Advisory Committee subject to County Board approval.

Term March 15, 2016 to April 2016

Virginia Haske - Elected Official

Respectfully submitted,
Ron Heuer, County Board Chairman

APPOINTMENT

Coordinated Service Teams Advisory Committee

Pursuant to Wisconsin Statutes 46.56(3) I hereby make the following appointments to the Coordinated Service Teams Advisory Committee subject to County Board approval.

Term March 15, 2016 to December 31, 2016

Child Welfare Representatives: Lori Nellis, Rhonda Rummell

Mental Health Representatives: Denise Harmann, Joanne Tulachka

Developmental Disabilities Representative: Melissa Annoye

Family Support Program Representative: Melissa Annoye

Representative Appointed by the Judge: Jeff Wisnicky

School District Representatives: Nick Cochart, Glen Schlender, Karen Trembl

Delegate: Mary Janssen

County Health Department Representative: Cindy Kinnard

Law Enforcement Representatives: Dave Cornelius, Matt Joski

Economic Support Representative: Terry Schleis

Community Service Providers: Heather Gozdzialski, Dan Holstead, Jane Lepak, Deborah Moutry

CST Parents/Consumer Representatives: Tracy Anderegg, Tia Bellisle, Aaron Schone,

CCS Consumer Representatives: Edwin Lund, Aaron Schone, Mike Urmanski, Don Wierichs

Respectfully submitted,
Scott Feldt, County Administrator

APPOINTMENT

Children's Community Options Program Advisory Committee
Pursuant to Wisconsin Statutes 46.272(4)(a) I hereby make the following appointment to the Children's Community Options Program Advisory Committee subject to County Board approval.

Term March 15, 2016 to April 2016
Kaye Shillin, County Board Supervisor

Respectfully submitted,
Ron Heuer, County Board Chairman

Supervisors Weidner moved and Paape seconded all of the above appointments for adoption. Motion carried.

ANNUAL REPORTS

Kewaunee County Zoning – Glenn Selner
Kewaunee County Coroner – Rory Groessl
Kewaunee County Register of Deeds – Janet Wolf

REPORT

Kewaunee County Administrator – Scott Feldt

Committee Reports:

- Highway/Solid Waste Committee - Supervisor Kirchman
- Personnel, Advisory & Legislative Committee – Supervisor Heuer
- Health and Vets Committee – Didn't receive minutes
- University Extension & Zoning Committee - Supervisor Romdenne
- Land & Water Conservation Committee – Didn't receive minutes
- Law Enforcement & Emergency Management Committee – No meeting
- Finance & Public Property Committee - Supervisor Luft
- Human Services Committee – Supervisor Haske
- Promotion & Recreation Committee – Supervisor Heidmann
- Groundwater Task Force Committee Didn't receive minutes
- Bay-Lake Regional Planning – Supervisor Haske
- Revolving Loan Fund Committee – Wisnicky

First Reading of Ordinance:

Kewaunee County Sexual Offender Residency Ordinance

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- 1.01 Findings and Intent
 - 1.02 Authority
 - 1.03 Definitions
 - 1.04 Original Domicile Restriction
 - 1.05 Property Owners Prohibited from Renting Real Property to Certain Sexual Offenders and Sexual Predators
 - 1.06 Appeal
 - 1.07 Penalties
 - 1.08 Severability
-

1.01 **Findings and Intent.** Chapter 980 of the Wisconsin Statutes provides for the civil commitment of sexually violent persons, a more dangerous type of sex offender due to their likelihood to reoffend, and specifically, Wis. Stat. § 980.08 provides for the supervised release of such persons into the community.

The Kewaunee County places a high priority on maintaining public safety through highly skilled and trained law enforcement as well as dependency on laws that deter and punish criminal behavior.

Kewaunee County finds and declares that sexually violent persons are a serious threat to public safety. When sexually violent persons reenter society, they are much more likely than any other type of offender to be rearrested for a new rape or sexual assault. Given the high rate of recidivism for sexually violent persons and that reducing opportunity and temptation is important to minimizing the risk of reoffense, there is a need to protect children where they congregate or play in public places in addition to the protections afforded by state law near schools and daycare centers. Kewaunee County finds and declares that, in addition to schools and daycare centers, children congregate or play in a number of public places, including public parks and houses of worship.

This section is a regulatory measure aimed at protecting the health and safety of children in Kewaunee County from the risk that sexually violent persons may reoffend in locations close to their residences. It is the intent of this Ordinance to serve the Kewaunee County's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of Kewaunee County by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexually violent persons are prohibited from establishing temporary or permanent residence; and by creating child safety zones where children regularly congregate in concentrated numbers wherein access by certain sexually violent persons to such zones shall be restricted or excluded.

1.02 **Authority.** This Ordinance is enacted under the authority of Wis. Stat. §§59.54(6) and (22).

1.03 **Definitions.** As used in this section, and unless the context requires otherwise:

- (1) "Facility for children" means a public or private primary or secondary school; a church, synagogue, or house of worship; a group home, as defined in Wis. Stat. § 48.02(7); a residential care center for children or youth, as defined in Wis. Stat. § 48.02(15d); a daycare center licensed under Wis. Stat. § 48.65; a daycare program established under Wis. Stat. § 120.13(14); or a daycare provider certified under Wis. Stat. § 48.651.

- (2) "Loiter" or "Prowl" shall mean:
- (a) Remaining in any one place with no apparent purpose in a manner unusual for law-abiding citizens; and
 - (b) The person's behavior is alarming in nature.
 - (c) Alarming in nature is presumed if the defendant flees, conceals himself/herself or any object, or refuses to identify himself/herself when a law enforcement officer appears.
- (3) "Permanent residence" means the place where a person sleeps, abides, lodges, or resides for 14 or more consecutive days or which qualifies as a residence under the laws of the State of Wisconsin, and may be mobile or transitory.
- (4) "Sex Offense" shall mean a violation, or the solicitation, conspiracy, or attempt to commit a violation of Wis. Stat. §§940.22 (2), 940.225 (1), (2) or (3), 944.06, 948.02 (1) or (2), 948.025, 948.05, 948.051, 948.055, 948.06, 948.07 (1) to (4), 948.075, 948.08, 948.085, 948.095, 948.11 (2) (a) or (am), 948.12, 948.13, or 948.30, of §940.302 (2) if §940.302 (2) (a) 1. b. applies, or of §§940.30 or 940.31 if the victim was a minor and the person who committed the violation was not the victim's parent.
- (5) "Sexual Offender" shall mean a person who was convicted, adjudicated or found not guilty or not responsible by reason of mental disease or defect of a sex offense or of the law of another state that is comparable to a Wisconsin sex offense and is required to comply with the reporting requirements of Wis. Stat. §301.45.
- (6) "Sexually violent person" shall mean a person who was subject to a petition under Wis. Stat. §980.02 and was determined by a court or jury to be a sexually violent person as that term is defined under Wis. Stat. §980.01(7) and was committed to the custody of the State of Wisconsin Department of Health Services for control, care and treatment.
- (7) "Temporary residence" means residence or premises meeting any of the following criteria:
- (a) A place where the person sleeps, abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not that person's permanent residence as defined in this section;
 - (b) A place where the person routinely sleeps, abides, lodges or resides for a period of four or more consecutive or nonconsecutive days in any month and which is not that person's permanent residence as defined in this section; or
 - (c) A place where a person sleeps, or which qualifies as a temporary residence under the holdings of the Wisconsin Supreme Court, and which may include more than one location, and may be mobile or transitory.
- 1.04 Original Domicile Restriction.
- (1) *Residency Prohibited.* No sexually violent person shall be permitted to reside in Kewaunee County, and no supervised release of such sexually violent person shall be established in Kewaunee County, unless the sexually violent person was domiciled in Kewaunee County at the time of the Wis. Stat. Ch. 980 commitment or the person previously resided in Kewaunee County for over five years.
 - (2) *Exemptions.* A sexually violent person does not commit a violation of this section if any of the following apply:
 - (a) The sexually violent person is required to serve a sentence or is otherwise involuntarily required to reside in a jail or other correctional institution or mental facility.
 - (b) The sexually violent person has established a residence prior to the effective date of the ordinance codified in this section.
 - (c) The sexually violent person is a minor or ward under guardianship.
 - (d) The residence is also the primary residence of the person's parents, grandparents, siblings, spouse, or child; provided, that such parent, grandparent, sibling, spouse, or child established the residence at least five years before the designated sexually violent person established residence at that location.
- 1.05 Property Owners Prohibited from Renting Real Property to Certain Sexual Offenders and Sexual Predators. It is unlawful for a property owner to let or rent any place, structure, or part thereof, trailer, or other conveyance, if the property owner knows or should have known that it will be used as a permanent or temporary residence by any sexually violent person prohibited from establishing such residence by this Ordinance.
- 1.06 Loitering.
- (1) *Unlawful to Loiter or Prowl.* It is unlawful for a sexually violent person or a sexual offender to loiter or prowl within 500 feet of real property that supports or upon which there exists a facility for children, a public park, a public swimming pool, a public library, or a public recreational trail.
 - (2) *Measurement of Distance.* The distance of 500 feet shall be measured from the closest boundary line of the real property that supports or upon which there exists any of the uses enumerated in subsection (1) of this section to the closest boundary line of the real property where the sexually violent person or sexual offender is loitering or prowling.
- 1.07 Appeal. The residency restrictions of this section may be waived upon approval of the Kewaunee County Board of Supervisors through an appeal by the affected sexually violent person. Such appeal shall be made in writing to Kewaunee County Clerk, who shall forward the request to the Law Enforcement/Emergency Management Committee and the Sheriff. The Sheriff shall forward a report on the appeal request to the Law Enforcement/Emergency Management Committee. The Law Enforcement/Emergency Management Committee will convene within 30 days of the appeal being filed with the Clerk to hear from the Sheriff and the affected sexually violent person or their counsel. After deliberation, the Law Enforcement/Emergency Management Committee shall forward a recommendation to the Kewaunee County Board of Supervisors, who shall act on the recommendation at their next regularly scheduled meeting. A written copy of the decision shall be provided to the affected sexually violent person by Kewaunee County Clerk. The Law Enforcement/Emergency Management Committee may reject a waiver request when the request is filed with Kewaunee County Clerk within 90 days of denial by the committee of a prior identical waiver request of the requester, absent a change in circumstances.
- 1.08 Penalties. Any person found guilty of violating this section shall be penalized by a forfeiture not less than \$300.00 and not to exceed \$1,000. Each day a sexually violent person maintains a residence in violation of this section constitutes a separate violation. Kewaunee County may also seek equitable relief.
- 1.09 Severability. Should any portion of this section be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this section shall not be affected.

Consideration of Resolutions:

RESOLUTION NO. 35-3-16

A RESOLUTION AUTHORIZING AN APPLICATION FOR AND ACCEPTANCE OF FINANCIAL ASSISTANCE FOR 2016/2017 COUNTY SNOWMOBILE TRAIL AND ATV TRAIL REHABILITATION PROJECTS

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, grant monies are available annually through State of Wisconsin, Department of Natural Resources for recreational trail maintenance and rehabilitation; and

WHEREAS, Kewaunee County seeks financial assistance through the State of Wisconsin for ATV and snowmobile trail rehabilitation of:

- 176.3 miles of State-funded Snowmobile Trails
- 20 miles of All Terrain Vehicle (ATV) trails at the Riverview ATV Park ; and

WHEREAS, the State of Wisconsin and the Department of Natural Resources annually provide 100% of the eligible project costs; and

WHEREAS, the Kewaunee County Board has reviewed the need for the proposed project(s) and the benefit(s) to be gained therefrom; and

WHEREAS, it is necessary for the Kewaunee County Board, to approve the application before funds can be disbursed from this account.

NOW, THEREFORE, BE IT RESOLVED, by the Kewaunee County Board of Supervisors duly assembled this 15th day of March 2016, that the Board does approve and authorize the application for the above-named projects; the Kewaunee County Promotion and Recreation Director is hereby authorized to sign all necessary documents on behalf of the County of Kewaunee; and that authority is hereby granted to the Promotion and Recreation Director to take the necessary steps to disburse funds under this program in accordance with this resolution.

BE IT FURTHER RESOLVED that Kewaunee County will comply with the project grant award contract mandates.

Respectfully Submitted,
Promotion & Recreation Committee
CRAVILLION, HEIDMANN, JAHNKE, KIRCHMAN, TEBON

FISCAL IMPACT STATEMENT:

\$53,575 m Grant Funding.

Supervisors Heidmann moved and Pagel seconded for adoption. Roll call vote: 18 ayes, 0 nays. Motion carried.

RESOLUTION NO. 36-3-16

**RESOLUTION DESIGNATING THE WEEK OF APRIL 11-15, 2016 AS
"WORK ZONE AWARENESS WEEK" IN KEWAUNEE COUNTY**

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, in 1999, the Federal Highway Administration partnered with the American Association of State Highway and Transportation officials to create the "National Work Zone Awareness Week" campaign, held annually in April prior to the construction season in much of the nation, and

WHEREAS, according to the most recent compiled data, 2013 Wisconsin Traffic Crash Facts prepared by Wisconsin Department of Transportation, there were 1,596 work zone crashes in Wisconsin alone, which resulted in 1,129 property damages, 458 injuries and 9 fatalities, and

WHEREAS, in 2015 alone 3 separate Wisconsin County Highway Department workers were killed while working within a work zone, and

WHEREAS, construction and maintenance activities on our streets and highway require that periodically work zones be established; and

WHEREAS, work zones also include locations where emergency vehicles, utility vehicles, tow trucks, law enforcement, fire and EMS services are operating with their lights flashing, requiring motorists to move over or slow down; and

WHEREAS, the Kewaunee County Highway Department and Kewaunee County Board urge travelers on our highways to slow down and pay attention especially within work zones, and

WHEREAS, the Federal Highway Administration has designated April 11-15, 2016, as "National Work Zone Awareness Week",

NOW, THEREFORE, BE IT RESOLVED by the Kewaunee County Board of Supervisors duly assembled this 15th day of March 2016, that the week of April 11-15, 2016 be designated as "Work Zone Awareness Week" in Kewaunee County.

Respectfully Submitted,
Highway & Solid Waste Committee
HEIDMANN, KIRCHMAN, MASTALIR, PAAPE, ROMDENNE

Supervisors Wagner moved and Kirchman seconded for adoption. Roll call vote: 18 ayes, 0 nays. Motion carried.

RESOLUTION NO. 37-3-16

**A RESOLUTION APPROVING PERSONNEL POLICIES
Use of Equipment and Vehicles**

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, the Personnel, Advisory and Legislative Committee has considered and hereby recommends approval of the following Personnel Policies:

Q. Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property for County business, employees are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

Employees shall notify the supervisor if any equipment, machines, tools, or vehicles appears to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor will answer any questions about an employee's responsibility for maintenance and care of equipment and vehicles on the job.

The improper, careless negligent, destructive or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, will result in disciplinary action, up to and including discharge. No smoking is allowed in County owned vehicles.

In order to minimize the use of personal vehicles while conducting County business, Kewaunee County provides a pool of vehicles for employee use. It is the policy of Kewaunee County that the pool of county owned vehicles shall be used for travel associated with official Kewaunee County business. It is the obligation of each employee requesting to use a vehicle to make reservations in advance with the County Clerk's office. Failure to request a County owned vehicle may result in non-payment of a voucher for personal mileage if a vehicle was available and not used. Vehicle keys, as well as a trip ticket, are to be picked up in the County Clerk's office the day of travel. However, if travel is required prior to normal office hours, it is the responsibility of the employee to make arrangements with the County Clerk's office to pick up the keys the day before actual use. Employees will be allowed to take such vehicle home for early departure the next day. It is also the responsibility of the employee to make sure the vehicle is returned promptly for use by other staff.

In certain circumstances, a County owned vehicle may be provided for certain employees in order to carry out their assigned duties. These vehicles should be housed on County-owned property during non-working hours and used by employees only to carry out their job duties as needed. The County requires that no personal items other than incidentals be stored in the vehicle. The vehicle is to be locked each night with work articles stored either in the lock box or trunk during times when the vehicle is not in use.

In instances where a County-owned vehicle is provided to an employee on a 24-hour basis, it is the policy of the County that the only personal use allowed would be commuting between an employee's home and his/her work.

The County may grant permission to use a County owned vehicle to commute to and from an employee's residence to his/her assigned office or job site provided the following criteria are met:

1. The employee's job description specifies being available on a 24/7 basis; and
2. The county owned vehicle is essential to the performance of his or her duties by being equipped to facilitate performance of these duties; and
3. It is not efficient or practical to have a personal vehicle with similar capabilities; and
4. The employee may be called to report to a location other than the customary job location.

The County Administrator is authorized to grant short-term vehicle use. Short-term vehicle use means two workweeks or less and not more than four workweeks in any given calendar year. The Personnel, Advisory and Legislative Committee will consider authorizations of more than two weeks. Employees commuting to and from work in a County owned vehicle shall pay to the County when required and in a manner permissible under the then current IRS regulations.

Except for persons authorized by the Kewaunee County Department of Human Services, only Kewaunee County employees, contract employees or elected officials may operate or drive County equipment and vehicles. Spouses, family members, acquaintances or clients served by Kewaunee County are strictly prohibited from operating or driving County owned equipment of vehicles.

The Director of the Kewaunee County Department of Human Services or a Human Services Manager assigned to supervise the transportation program may authorize individuals to drive County vehicles. The authority of the Human Services Director or Manager to authorize individuals to drive County vehicles is strictly limited to securing drivers in furtherance of the transportation program. The Human Services Director or Manager shall only authorize individuals that meet the following requirements:

1. Has a valid Wisconsin driver's license.
2. Will not jeopardize County's insurability by any insurance carrier.
3. Submits to a caregiver background check.
4. Submits to a driving record check.
5. Has the ability to work with, and be sensitive to, the needs of the elderly and disabled.
6. Signs an agreement requiring the individual to abide by all County policies and any rule or requirement established by the Kewaunee County Department of Human Services.

NOW, THEREFORE, BE IT RESOLEVED, by the Kewaunee County Board of Supervisors duly assembled this 15th day of March 2016, that the Board approves and adopts the proposed Personnel Policies.

Respectfully Submitted,
Personnel, Advisory & Legislative Committee
HASKE, HEIDMANN, HEUER, KIRCHMAN, LUFT, PAGEL, ROMDENNE, SHILLIN, WEIDNER

Supervisors Benes moved and Heidmann seconded for adoption. Roll call vote: 18 ayes, 0 nays. Motion carried.

RESOLUTION NO. 38-3-16

SALARY SCHEDULE 1

A RESOLUTION ESTABLISHING TOTAL ANNUAL COMPENSATION FOR COUNTY ELECTED OFFICIALS

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, the board shall establish the total annual compensation for services to be paid to elected officials pursuant to §59.22 of the Wisconsin Statutes; and

WHEREAS, the Personnel, Advisory and Legislative Committee met, considered, and recommends the annual compensation of the County Clerk, County Treasurer and Register of Deeds as set forth below:

	2017	2018	2019	2020
County Clerk	\$62,164	\$63,221	\$64,169	\$65,132
County Treasurer	\$62,164	\$63,221	\$64,169	\$65,132
Register of Deeds	\$62,164	\$63,221	\$64,169	\$65,132

WHEREAS, the intent of the Personnel, Advisory and Legislative Committee recommendation is to establish the total annual compensation for county elected officials, which is separate and distinct from fringe benefits offered by the County to elected officials, and which fringe benefits are subject to increase or decrease during the officer's terms at the discretion of the Board and in accordance with state and federal law; and

WHEREAS, as part of the County's fringe benefit program, county elected officials may participate in the Wisconsin Retirement System in accordance with state law; and

WHEREAS, as part of the County's fringe benefit program, county elected officials may elect to receive health and dental insurance coverage under the same terms and conditions as the health and dental insurance coverage offered to non-represented managerial county employees who are not law enforcement managerial employees or non-represented managerial employees described in Wis. Stat. §111.70(1)(mm)2.

NOW, THEREFORE, BE IT RESOLVED, by the Kewaunee County Board of Supervisors, duly assembled this 15th day of March 2016, that the above-stated compensation affecting elected officials of Kewaunee County shall be the annual compensation effective and payable for the year commencing January 1, 2017; such payments shall be made in accordance with the usual procedures; and that the compensation described above shall remain in effect until December 31, 2020, thus superseding Salary Schedule I now in effect until December 31, 2016; and

BE IT FURTHER RESOLVED, the aforementioned county elected officials are entitled to participate in the Wisconsin Retirement System. Each participating county elected official shall contribute a percentage of each payment of earnings equal to the percentage required by law of the total actuarially required contribution rate, as approved by the Wisconsin Employee Trust Fund Board. Kewaunee County will likewise contribute a percentage of each payment of earnings equal to the percentage required by law of the total actuarially required contribution rate, as approved by the Wisconsin Employee Trust Fund Board.

BE IT FURTHER RESOLVED, that the aforementioned county elected officials may elect to receive health and dental insurance coverage under the same terms and conditions, which may be changed from time to time, as the health and dental insurance coverage offered to non-represented managerial county employees who are not law enforcement managerial employees or non-represented managerial employees described in Wis. Stat. §111.70(1)(mm)2.

FISCAL IMPACT STATEMENT: For the four year period, increase in Salaries of \$12,021, increase in benefits of \$1,751, for a total increase of \$13,772.

Respectfully Submitted,
 Personnel, Advisory & Legislative Committee
 HASKE, HEIDMANN, HEUER, KIRCHMAN, LUFT, PAGEL, ROMDENNE, SHILLIN, WEIDNER

Supervisors Luft moved and Heidmann seconded for adoption. Roll call vote: 18 ayes, 0 nays. Motion carried.

Consideration of Ordinances:
 None

Communications:
 Resolutions from other counties
 Recognition of Retiring Supervisors: Tebon, Heidmann & Garfinkel
 Letter from Supervisor Garfinkel
 Kewaunee County Events:
 Family Fun Day, Sunday, April 17 at the Algoma Youth Club, 12:00 Noon – 5:00 p.m.
 Roar on the Shore, Saturday, March 19 in Luxemburg, 2:00 p.m. – 6:00 p.m., proceeds go to the Lions Club
 Rep. Kitchens & Krug restoring Ahnapee River, informational meeting on Thursday, March 31 at 6:00 p.m.
 Election on April 5, 2016

Chairman's Comments:
 Recap of current board activities

Supervisors Haske moved and Mastalir seconded that the June County Board Meeting will be held on June 21, 2016 at 6:00 p.m.
 Motion carried.

Supervisors Heidmann moved and Wagner seconded to adjourn. Motion carried.

Board adjourned at 7:53 p.m.

Linda Sinkula 
 Ron Heuer, Kewaunee County Board Chairman *V.ica. Chair*


 Jamie Annoye, Kewaunee County Clerk

CERTIFICATION
 STATE OF WISCONSIN: SS
 COUNTY OF KEWAUNEE:

I, Jamie Annoye, County Clerk in and for Kewaunee County, Wisconsin do hereby certify that the following is a true and correct copy of the minutes of the meeting of the Kewaunee County Board of Supervisors held in regular Board Chambers at the Administration Center in Kewaunee on March 15, 2016.


 Jamie Annoye, Kewaunee County Clerk

**APRIL ORGANIZATIONAL SESSION
KEWAUNEE ADMINISTRATION CENTER
APRIL 20, 2016**

The organizational session of the Kewaunee County Board of Supervisors was called to order by Kewaunee County Chairperson pro tem, Scott Feldt, on April 20, 2016 at 5:00 PM.

The Pledge of Allegiance was recited.

County Clerk Jamie Annoye read the Certificate of Board Membership.

**CERTIFICATION OF MEMBERS OF THE KEWAUNEE COUNTY
BOARD OF SUPERVISORS**

STATE OF WISCONSIN:

SS

COUNTY OF KEWAUNEE:

I, Jamie Annoye, County Clerk, in and for the County of Kewaunee in the State of Wisconsin, do hereby certify that all of the following named persons are members of the County Board of Supervisors of Kewaunee County, Wisconsin having been elected at the Spring Election held on April 5, 2016, according to their certified statements filed in my office by the Kewaunee County Board of Canvassers.

SUPERVISORY

<u>DISTRICT NO.</u>	<u>NAME</u>	<u>RESIDENCE</u>
1	Gerald Paape	N8272 Maple Court, Algoma, WI 54201
2	Larry Kirchman	N7376 County P, Algoma, WI 54201
3	Charles Wagner	E1934 County S, Luxemburg, WI 54217
4	Robert A. Weidner	E2111 Hillside Road, Luxemburg, WI 54217
5	Christopher Rasmussen	331 Northbrook Rd, Luxemburg, WI 54217
6	Donna Thomas	260 Rucckl Dr., Apt. #1, Luxemburg, WI 54217
7	Dennis Cravillion	416 Oak Street, Casco, WI 54205
8	Douglas Doell	E2440 Church Rd., Luxemburg, WI 54217
9	Scott Jahnke	N4443 Jahnke Rd., Luxemburg, WI 54217
10	Ron L. Paider	N1751 County Rd. V, Denmark, WI 54208
11	Linda Sinkula	N890 Town Hall Rd., Kewaunee, WI 54216
12	Mary Ellen Dobbins	N2734 St. Peters Rd., Kewaunee, WI 54216
13	John T. Pagel	N4893 County Rd. C, Kewaunee, WI 54216
14	Thomas J. Romdenne	70 Sunset Avenue, Algoma, WI 54201
15	Linda J. Teske	1002 Adams Street, Algoma, WI 54201
16	Virginia Haske	720 Third Street, Algoma, WI 54201
17	Patrick F. Benes	E3864 Train Road, Algoma, WI 54201
18	Lcc T. Luft	N4702 Lakeshore Dr., Kewaunee, WI 54216
19	John E. Mastalir	1454 Sundancer Lane, Kewaunee, WI 54216
20	Kaye E. Shillin	724 Fourth Street, Kewaunee, WI 54216

Dated at Kewaunee, Wisconsin this 20th day of April, 2016.

/s/Jamie Annoye, Kewaunee County Clerk

County Clerk Jamie Annoye administered the Oath of Office.

Roll Call: 20 members present, 0 absent.

Pro tem Scott Feldt informed the Board Membership that an election of full-term Chairperson would be next.

ELECTION OF FULL-TERM CHAIRPERSON

At this time, pro tem Scott Feldt asked for nominations from the floor for Chairperson. Supervisor Haske nominated Supervisor Luft and Supervisor Teske nominated Supervisor Weidner for Chairperson. Pro tem Scott Feldt asked three more times, if there were any more nominations. Hearing none, pro tem Feldt asked for a motion to close nominations. Supervisors Mastalir made a motion to close and Romdenne seconded the motion. Motion carried. County Clerk Jamie Annoye prepared the ballot for voting. Corporation Counsel Jeff Wisnicky and County Clerk Jamie Annoye were appointed Ballot Clerks. The tabulation for Chairperson was Supervisor Luft received nine (9) votes; Supervisor Weidner received eleven (11) votes. Supervisor Wagner made a motion to destroy the ballots. No motion was needed. Corp Counsel Jeff Wisnicky agreed to shred the ballots.

ELECTION OF VICE-CHAIRPERSON

Supervisor Shillin nominated Supervisor Sinkula, Supervisor Teske nominated Supervisor Wagner and Supervisor Romdenne nominated Supervisor Luft for Vice Chairperson. Supervisor Luft declined the nomination. Chairman Weidner asked three more times for any more nominations. Hearing none, Supervisors Kirchman made a motion to close nominations and Paape seconded the motion. Motion carried. Supervisor Sinkula received twelve (12) votes and Supervisor Wagner received eight (8) votes.

APPROVAL OF THE RULES OF ORDER FOR THE KEWAUNEE COUNTY BOARD OF SUPERVISORS

RULES OF ORDER OF BUSINESS

Pursuant to Resolution 2-5-02, the following procedure shall be used for election of a County Board Chairman when the County Board holds its organizational meeting. If a vacancy occurs in the office of Board Chairman, the Vice-Chairman shall conduct the meetings of the County Board until a successor is elected by the County Board.

“At a time set to convene the first meeting after each regular election at which members are elected for full terms, the County Administrator shall occupy the chair as Chairperson pro tem to call the meeting into order and conduct the election of a full-term chairperson.”

The order of business at the first meeting after each regular election at which members are elected for full terms shall be:

- Call to Order by the Chairperson pro tem
- Pledge of Allegiance led by the Chairperson pro tem
- Certification of Election Results by the County Clerk
- Oath of Office Administered by the County Clerk
- Roll Call of Supervisors by the County Clerk
- Election of the Full-Term Chairperson
- Election of the Vice-Chairperson
- Approval of the Rules of Order for the Kewaunee County Board of Supervisors
- Election of the Highway Committee
- Election of the Chair of the Highway Committee
- Ratification of Standing Committee Appointments
- Such Other Matters of Business as shall be placed on the Agenda by the County Clerk

Rule 1 The hour of the monthly meetings of this Board shall be at 6:00 P.M. unless otherwise ordered.

Rule 2 The Chairman shall take the Chair at the time to which the Board stands adjourned and the Board shall then be called to order. The Clerk of the Board shall provide a roll call of all members of the Board whose names shall be arranged alphabetically and the roll shall be called by names and not by districts. Any member thereof not answering roll call shall not receive compensation for such missed roll call; also, to receive compensation for a roll call period, no excused absence shall be made within the first hour subsequent to each convening. If a member does not answer to the roll call, but joins the session at least one hour before adjournment such member shall receive compensation for such session. The record shall show at what time a tardy member reports to or leaves a session. A majority of the members elected shall constitute a quorum.

Rule 3 The Chairman shall preserve order, and shall decide questions of order, subject to an appeal of the Board.

Rule 4 The Chairman shall vote on all roll call questions taken by "Yeas" and Nays" except on appeals from his own decisions.

Rule 5 Unless otherwise ordered the monthly agenda shall be:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve County Board Agenda
5. Appointments for Confirmation
6. Annual Reports and Appearances to Report to the Board
7. Committee Reports
8. Communications
9. Consideration of Petitions and Memorials, etc.
10. Citizen's Input (Shall be limited to 1-3 minutes per speaker for a period not to exceed 20 minutes.)
11. Consideration of Bridge Aid Petitions
12. First Reading of Ordinances (Vote to be taken at next County Board Meeting)
13. Consideration of Bills and Claims for Approval
14. Recess for Finance Committee to review and approve Resolution for County Board and Supplementary Payroll
15. Consideration of Resolutions and Resolution for County Board and Supplementary Payroll
16. Consideration of Ordinance read at previous Board Meeting
17. Consideration of other matters as authorized by law
18. Chairman's Comments
19. Set meeting date for next County Board Meeting
20. Adjournment

Rule 6 Every member, previous to his speaking, shall address himself to the Chair.

Rule 7 When two or more members address the Chair at once, the Chair shall designate the member who is first to speak; but in all cases, the member who is first to address the Chair shall speak first.

Rule 8 No member shall speak more than thrice on the same subject without leave of the Board.

Rule 9 No motion shall be debated or put, unless the same is seconded. It shall be stated by the Chairman before the debate; and any such motion shall be reduced to writing, if any member desires it.

Rule 10 After a motion shall be stated by the Chairman, it shall be deemed in possession of the Board, but it may be withdrawn at any time before amendment or decision. But all motions, resolutions and amendments shall be entered at large upon the Journal, unless withdrawn.

Rule 11 When a question is under debate no motion shall be received except:

1. Adjourn
2. To lay on the table

3. For the previous question
4. To postpone to a certain day
5. To commit to a standing committee
6. To commit to a select committee
7. To amend
8. To postpone indefinitely

And these separate motions shall have precedence in order in which they are named.

Rule 12 The motion to adjourn shall always be in order, except when a member is speaking; that, and a motion to lay on the table, and for the previous question, shall be decided without debate.

Rule 13 When the previous question is moved by a member of the Board: the Chair shall state, "Those that second the motion shall stand" and if more than two members shall stand the Chairman shall put the question in this form, "Shall the main question be not put?" and after this is carried it cuts off further debate and the next move will be on the amendments and the main questions.

Rule 14 If the question on debate contains several points, any member may have it divided.

Rule 15 A member, called to order shall immediately sit down, unless permitted to explain and the Board if appealed to shall decide the case. If there be no appeal, the decision of the Chair shall be submitted to.

Rule 16 Every written resolution or motion shall have signed thereon the name of the person, or the names of the members of the committee introducing the same.

Rule 17 A roll call vote of any question shall be taken by "Yeas" and "Nays" when called for by any member of the Board; and the roll call vote shall be called for in all cases when an appropriation of money is considered.

Rule 18 All questions shall be put in the order they were moved except privileged questions.

Rule 19 No motion for reconsideration shall be in order, unless one of those voting with the majority shall move such consideration.

Rule 20 The standing committees of the Board shall be as follows:
(with the designated number of Board Members)

- * FINANCE & PUBLIC PROPERTY (5)
- * HUMAN SERVICES (6)
- * HEALTH, VETERANS SERVICE, & CHILD SUPPORT (5)
- * EXTENSION EDUCATION & ZONING (4)
- * LAND & WATER CONSERVATION (4)
- * LAW ENFORCEMENT, EMERGENCY MANAGEMENT (4)
- * HIGHWAY/SOLID WASTE (5 members elected by County Board)
- * PROMOTION & RECREATION (5)
- * PERSONNEL, ADVISORY & LEGISLATIVE

"This Committee shall consist of the Chairman of the Kewaunee County Board of Supervisors, Chairman of the Finance & Public Property Committee, Chairman of the Health, Veterans, & Child Support Committee, Chairman of the Extension Education & Zoning Committee, Chairman of the Land & Water Committee, Chairman of the Law Enforcement/Emergency Management Committee, Chairman of the Highway/Solid Waste Committee, Chairman of the Promotion & Recreation Committee, and a County Board member of the Human Services Board as appointed by the County Board Chair."

Rule 21 In all cases when an order, resolution or motion shall be entered on the Journal of the Board, the name of the members moving the same shall be entered on the Journal.

Rule 22 A. Resolutions offered for consideration by a Committee of the Board or an individual board member must be prepared, signed, approved by Corporation Counsel as to form, and shall contain a fiscal impact statement signed by the County Administrator or appropriate Department Head, and filed with the County Clerk in time to be included on the Board Meeting Agenda. A copy of all resolutions shall be sent to each Board Member prior to each meeting along with the meeting notice and agenda.

B. All ordinances shall be presented and read at one County Board Meeting and acted upon at the next regular monthly meeting.

Rule 23 Any rule of the Board may be suspended, altered, or amended by consent of two-thirds of the members present.

Rule 24 Written Committee Reports prepared by the Committee Secretary shall be filed with the County Clerk in a timely manner to be included with the mailing of the monthly meeting notices and agenda. No per diem shall be paid for any committee meeting until the minutes of such meeting have been filed with the County Clerk's Office.

Rule 25 Reports shall be taken up for action when that order of business is reached, as the Chairman may direct; but the Chairman may order any report to be laid aside and another one to be taken up at its pleasure.

Rule 26 When a report is taken up and is under consideration, the main question shall be, "Shall the recommendation of the committee be concurred in by the Board?" But the recommendation of the committee shall always be open to amendment offered in the usual parliamentary form.

Rule 27 It shall always be in order for any member of the Board to call for the reading of any account by item, and on the request, a separate vote shall be had on the allowance of any item unless the Board is under the operation of the previous question.

Rule 28 No account or claim against the County shall be audited unless it is made out in items and duly verified, and be filed with the Clerk of the Board in the manner prescribed by law.

Rule 29 The Committee on finance shall be charged with the duty of reporting the necessary tax levies for the County.

Rule 30 Highway Committee election process:

1. The Clerk shall read the names of all Supervisors who announced their intention to run for election to the Kewaunee County Highway Committee. Nominations from the floor shall also be in order.
2. Each Supervisor shall receive a ballot on which shall be listed the names of all Supervisors nominated for the Kewaunee County Highway Committee. Each Supervisor shall vote for no more than five (5) names.
3. A nominee must receive the votes of a majority of Supervisors to be elected. The five nominated Supervisors receiving the highest vote totals shall be elected to the Kewaunee County Highway Committee.
4. In the event of a tie vote for the fifth highest vote total, there shall be a single runoff ballot between the tied nominees. If there is still a tie vote after the single runoff ballot, then the tie shall be broken by some random chance means, coin toss or cut of cards.

Rule 31 When budgeted funds from a line item are transferred into a different line item by the Finance Committee and the total dollar amount is greater than \$20,000.00, the concurrence of the full board is required. The concurrence of the full board is also required when the Finance Committee approves an expenditure of greater than \$20,000.00 from the contingency or capital improvements funds or combination thereof, exempting the health and dental insurance.

Rule 32 Any proceedings not covered by the rules as adopted shall be governed by Robert's Rules of Parliamentary Order.

Rule 33 When a quorum of the regular members of any Committee of the County Board are not present at a meeting of that committee, the Chairman of the County Board, if present, can serve as a voting member of said committee to create a quorum. If a vote by any Committee of the County Board results in a tie, the Chairman of the County Board, if present, can cast a tie breaking vote. The Vice Chairman of the County Board has authority under this rule in the absence of the Chairman of the County Board.

Rule 34 All proposed resolutions and ordinances shall be deemed to be read in full by the clerk reading the title of said resolution or ordinance, if said document was sent to all members prior to the meeting date. Any members may request that said proposed resolution or ordinance be read in full. The Chairperson shall honor such a request and the clerk will read the entire document.

Chairman Weidner asked for a motion to approve the Rules of Order. Supervisors Wagner made a motion to adopt the Rules of Order as presented and Benes seconded it. Voice vote: 20 ayes, 0 nays. Motion carried.

Chairman Weidner requested that they skip item #9 on the agenda (Approval of the Duties of the Committees). He would like to give all of the Supervisors a chance to look it over. It will be voted on at the next county board meeting.

Supervisor Kirchman asked that it goes to all committees to review the Duties of Committees and give their input.

Supervisor Wagner asked if there was a time this needed to be done. Corporation Counsel said no but it will need to be approved by a 2/3 vote instead of simple majority.

Chairman Weidner suggested this be approved after the committees meet, no certain date but within a reasonable time.

ELECTION OF HIGHWAY/SOLID WASTE COMMITTEE

County Clerk Jamie Annoye read letters of intent from: Supervisors Paape, Kirchman, Romdenne, Benes and Mastalir. Supervisor Wagner made a motion to close nominations and move for a unanimous ballot east for the 5 nominees. Supervisor Paider seconded the motion. Motion carried by a unanimous motion.

ELECTION OF THE CHAIRPERSON FOR THE HIGHWAY/SOLID WASTE COMMITTEE

Supervisor Romdenne nominated Supervisor Kirchman as Chairperson for the Highway / Solid Waste Committee. Supervisor Mastalir seconded the motion. Motion carried by a unanimous motion.

APPOINTMENT

Kewaunee County Public Health Committee

Pursuant to Wisconsin Statutes 251.03 I hereby make the following appointment to the Kewaunee County Health Committee:

Term April 20, 2016 - July 31, 2018

Julie Janicsek
621 Juneau Street
Kewaunee, WI 54216
920-388-3096

Sincerely,
Scott Feldt, Kewaunee County Administrator

Supervisors Sinkula moved and Shillin seconded for adoption. Appointment approved.

CONSIDERATION OF RESOLUTIONS:

RESOLUTION NO. 39-4-16

COMMITTEE DAYS

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, pursuant to Section 59.13(2)(b) the Board may, by a two-thirds vote of the members present, establish the number of Committee Meetings for which compensation and mileage may be paid in any one year; and

WHEREAS, The limitations established for committee meetings for the previous Board of Supervisors were as follows:

1. The number of days for which compensation and mileage may be paid a committee member in any year is limited to 75 days not counting meetings of the Highway & Solid Waste Committee.
2. The number of days for which compensation and mileage may be paid a committee member in any one year for service on the Highway and Solid Waste Committee is limited to 60 days.
3. The County Board Chairman, or another Board member designated by the Chairman, shall be paid for all meetings and events he or she attends for Kewaunee County.
4. All committee members of the County Board are granted permission to attend all conferences, conventions, and tours in which their committee participates including any district or state association meetings.
5. The limitations provided above do not apply in the following instances:
 - a. Regular standing committees are assigned special duties by the County Board in addition to their regular duties as adopted by the County Board;
 - b. Service on Special County Board Committees that are created from time to time;
 - c. County Board Supervisors are attending conferences, conventions, tours or state and district association meetings;

NOW, THEREFORE, BE IT RESOLVED, by the Kewaunee County Board of Supervisors duly assembled this 20th day of April 2016, that the Board hereby approves the committee meetings limitations set forth above.

Respectfully Submitted,
Robert Weidner, Kewaunee County Board Chairperson

Supervisors Romdenne moved and Paape seconded for adoption. Motion carried.

Per Chairman Weidner, defer proposed committee appointments until the next meeting.

Supervisors Wagner made a motion to schedule the next County Board meeting on April 28, 2016 at 5:00 p.m. and Romdenne seconded it. Both rescinded the motion.

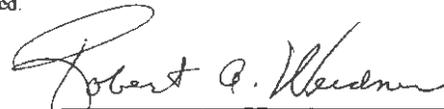
Supervisors Romdenne made a motion to schedule the next County Board meeting on May 2, 2016 at 5:00 p.m. and Paape seconded it. Motion carried. Committee appointments will be decided at this meeting.

Supervisor Teske announced there will be a groundbreaking ceremony at St. John's Lutheran Church in Rankin on Sunday, May 1, 2016 at 11:30 a.m. and Supervisor Pagel announced that Career Days will be held on Thursday, 4/21 and Friday, 4/22 at Pagel's Ponderosa from 9:00 a.m. - 3:00 p.m.

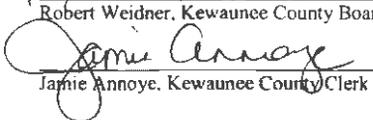
At this time, adjourn and go into committee appointment interviews.

Supervisors Wagner moved and Jahnke seconded to adjourn. Motion carried.

Board adjourned at 6:08 PM.



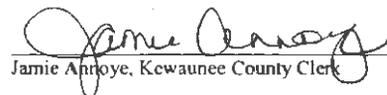
Robert Weidner, Kewaunee County Board Chairman



Jamie Annoye, Kewaunee County Clerk

CERTIFICATION
STATE OF WISCONSIN:
SS
COUNTY OF KEWAUNEE:

I, Jamie Annoye, County Clerk in and for Kewaunee County, Wisconsin do hereby certify that the following is a true and correct copy of the minutes of the meeting of the Kewaunee County Board of Supervisors held in regular Board Chambers at the Administration Center in Kewaunee on April 20, 2016.



Jamie Annoye, Kewaunee County Clerk

**CONTINUATION OF COUNTY BOARD ORGANIZATIONAL SESSION
KEWAUNEE COUNTY ADMINISTRATION CENTER
MAY 2, 2016**

The meeting of the Kewaunee County Board of Supervisors was called to order by the Kewaunee County Chairman, Robert Weidner, on May 2, 2016 at 5:09 PM.

The Pledge of Allegiance was recited, followed by prayer.

Roll Call: Supervisors Benes, Cravillion, Dobbins, Doell, Haske, Kirchman, Luft, Mastalir, Paape, Pagel, Paider, Rasmussen, Romdenne, Shillin, Sinkula, Teske, Thomas, Wagner and Weidner (19) were present. Supervisor Jahnke was absent.

Supervisors Benes moved and Pagel seconded to approve the County Board agenda. Motion carried.

Introduction by Administrator Feldt of the new Tourism Coordinator/Public Information Officer, Jennifer Schneider.

APPOINTMENT

I hereby appoint the following to the Kewaunee County Revolving Loan Committee subject to County Board approval:

Term May 2, 2016 - April 17, 2018

Jennifer Brown, Kewaunee County Economic Development Director
Jim Lamack, Community Representative
David Luebbers, Community Representative
Dan Vincent, Community Representative
Paul Kunesch, County Staff Representative
Jeff Wisnicky, County Staff Representative

Further, Paul Kunesch is hereby designated as administrator of the revolving loan program.

Respectfully submitted,
Scott Feldt, Kewaunee County Administrator

APPOINTMENT

Pursuant to Wisconsin Statutes 99.26(8)(b) I hereby appoint the following individuals to serve on the Kewaunee County Grievance Committee:

Term May 2, 2016 to April 17, 2018

John Cmeyla	702 Ohio Street, Algoma, WI 54201
Rudy Hanamann	E3186 Tabordon Lane, Casco, WI 54205
Milton E. Rodrian	N8515 County Road S, Algoma, WI 54201
Dennis Zuege	1410 Miller Street, Kewaunee, WI 54216

Respectfully submitted,
Scott Feldt, Kewaunee County Administrator

APPOINTMENT

Board of Adjustments for Shoreland and Flood Plain Zoning

Pursuant to Section 18.5 of the Kewaunee County Ordinance No. 104-I-69 and Section 99.99(2) Wisconsin Statutes, I hereby make the following appointments to the Board of Adjustments for Shoreland and Flood Plain Zoning Ordinance:

Term July 1, 2016 to June 30, 2019

Eric Corroy
N8885 State Road 57
Luxemburg, WI 54217

Hubert Jauquet
N6212 Hillview Road
Luxemburg, WI 54217

Alternate

Gary Ledvina
N3725 Gasche Road
Luxemburg, WI 54217

Respectfully submitted,
Scott Feldt, Kewaunee County Administrator

Supervisors Wagner made a motion to approve all three appointments and Haske seconded it. Roll call vote: 19 ayes, 0 nays. Motion carried.

Supervisor Jahnke arrived at 5:34 p.m.

KEWAUNEE COUNTY BOARD STANDING COMMITTEES

May 2, 2016

Robert Weidner, Chairperson
Linda Sinkula, Vice-Chairperson
Scott Feldt, Kewaunee County Administrator
Jamie Annoye, Kewaunee County Clerk

EXTENSION EDUCATION & ZONING COMMITTEE

CHAIRMAN: Tom Romdenne
Ron Paider
Gary Paape
Chuck Wagner

FINANCE & PUBLIC PROPERTY COMMITTEE

CHAIRMAN: Lee Luft
Tom Romdenne
Chris Rasmussen
John Mastalir (PAL)
Virginia Haske

HEALTH, VETERAN SERVICE & CHILD SUPPORT COMMITTEE

CHAIRMAN: Gary Paape
Kaye Shillin
Linda J. Teske
Douglas Doell
Donna Thomas
When this committee meets as a Health Committee, Dr. Kurt Kurowski shall be a member.

HIGHWAY/SOLID WASTE COMMITTEE

CHAIRMAN: Larry Kirchman
John Mastalir
Pat Benes
Gary Paape
Tom Romdenne

HUMAN SERVICES COMMITTEE

CHAIRMAN: Kaye Shillin
Donna Thomas
Lee Luft
Virginia Haske
Mary Ellen Dobbins
Linda J. Teske

H.S. AGING ADVISORY COMMITTEE

Kaye Shillin
Linda Sinkula

LAND & WATER CONSERVATION COMMITTEE

CHAIRMAN: John Pagel
Ronald Paider
Chuck Wagner
Lee Luft

LAW ENFORCEMENT, EMERGENCY MANGEMENT COMMITTEE

CHAIRMAN: Linda Sinkula
Scott Jahnke
Pat Benes
Chris Rasmussen
When this Committee meets as an Emergency Management Committee the Board Chairman shall be a member as per Wisconsin Statutes 166.03(4).

PERSONNEL, ADVISORY & LEGISLATIVE COMMITTEE

CHAIRMAN: Bob Weidner
Tom Romdenne
Kaye Shillin
Linda Sinkula
John Pagel
Scott Jahnke
Larry Kirchman
Gary Paape
John Mastalir

PROMOTION & RECREATION COMMITTEE

CHAIRMAN: Scott Jahnke
Larry Kirchman
Dennis Cravillion
Douglas Doell
Ron Paider

Adopted this 2nd day of May, 2016 by the Kewaunee County Board of Supervisors.

Robert Weidner
Kewaunee County Board Chairman

Supervisors Wagner moved to ratify the County Board Standing Committees and seconded by Romdenne. Roll call vote: 20 ayes, 0 nays. Motion carried.

For the various boards, committees, and commissions, Supervisor Dobbins requested to switch with Supervisor Haske from Lakeshore CAP Board to Violence Intervention Project Committee. Haske confirmed.

Supervisor Wagner requested to switch with Supervisor Paider from Bay-Lake Regional Planning Commission to Glacierland Resources Conservation & Development, Paider confirmed.

APPOINTMENTS

WHEREAS, various boards, committees, and commissions require membership from members of the Kewaunee County Board,

WHEREAS, I have appointed the following County Board Members subject to County Board approval, to serve on the listed boards, committees, or commissions to run concurrent with their current term of office.

TERM EXPIRES APRIL, 2018

Bay-Lake Regional Planning Commission (1)

Ron Paider
Virginia Haske (Appointed by Governor)

Kewaunee County Economic Development Board (1)

Gary Paape

Glacierland Resources Conservation & Development (1)

Chuck Wagner

Highway Safety Commission (1)

Larry Kirchman

Library Board (1)

Donna Thomas

Revolving Loan Fund (3)

Linda Sinkula
Dennis Cravillion
Robert Weidner

Violence Intervention Project Committee (1)

Mary Ellen Dobbins

Wisconsin Utility Tax (1)

Linda Sinkula

Bay Area Local Elected Official Board (1)

Tom Romdenne

Bay Area Workforce Development Board (1)

John Pagel

ADRC Board (3)

Kaye Shillin
Linda Sinkula
Donna Thomas

Lakeshore CAP Board (1)

Virginia Haske

Human Services Aging Advisory (2)

Kaye Shillin
Linda Sinkula

Groundwater Task Force – Ad Hoc (10)

Cindy Kinnard
Davina Boones
Tom Kleiman
Dick Swanson
Aericia Bjurstrom
Bob Garfinkel
Andy Wallander
Mary Ellen Dobbins
Lee Luft
Ron Paider

Transportation Committee (1)

Lee Luft

Local Emergency Planning Committee – LEPC (2)

**Kaye Shillin
Pat Benes**

Coordinated Service Team Advisory Committee (1)

Kaye Shillin

Land Information Council (1)

John Pagel

EMS Council (1)

Pat Benes

Children Community Options Program Advisory Committee (1)

Kaye Shillin

Respectfully submitted,
Robert Weidner, County Board Chairman

Supervisors Romdenne moved to approve the committees as amended and Wagner seconded it. Roll call now taken to approve appointments with amendments previously approved. Roll call vote: 20 ayes, 0 nays. Motion carried.

Recess was taken at 5:47 p.m. for new committee members to set the next committee meeting dates. Reconvened at 6:01 p.m.

Supervisors Wagner moved and Pagel seconded that there will be no July County Board meeting unless needed. If needed, the County Board meeting will be held on July 26, 2016 at 6:00 p.m., it will be a default date only.

Chairman's comments: Farm Technology Days will be held in Walworth County on July 19-21, 2016.

Supervisors Paape moved and Teske seconded to adjourn. Motion carried.

Board adjourned at 6:13 p.m.

Robert Weidner, Kewaunee County Board Chairman

Jamie Annoye, Kewaunee County Clerk

CERTIFICATION

STATE OF WISCONSIN:

SS

COUNTY OF KEWAUNEE:

I, Jamie Annoye, County Clerk in and for Kewaunee County, Wisconsin do hereby certify that the following is a true and correct copy of the minutes of the meeting of the Kewaunee County Board of Supervisors held in regular Board Chambers at the Administration Center in Kewaunee on May 2, 2016.

Jamie Annoye, Kewaunee County Clerk



KEWAUNEE COUNTY ADMINISTRATOR'S OFFICE

Scott Feldt
County Administrator

May 17, 2016

Honorable Members of the Kewaunee County Board:

Pursuant to the provisions of Wisconsin Statutes 43.19(b) I hereby make the following appointment to the Nicolet Federated Library System Board subject to County Board approval.

Term January 1, 2016 – December 31, 2018

Robert Entringer
321 Mill Street
Algoma, WI 54201

Respectfully submitted,

Scott Feldt
Kewaunee County Administrator

Kewaunee County
810 Lincoln Street
Kewaunee, WI 54216

PHONE (920) 388-7164
FAX (920) 388-7101
WEB SITE <http://www.kewauneeco.org>



RESOLUTION NO.

**A RESOLUTION APPROVING TRANSFER OF BUDGETED FUNDS
UWEX – Healthier Lunchrooms Grant**

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, in accordance with Section 65.90(5)(a), Wis. Stats., the amounts of the various
 2 appropriations and the purposes for such appropriations stated in a budget may not be changed unless
 3 authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and
 4
 5 **WHEREAS**, The Finance and Public Property Committee considered and hereby recommends
 6 acceptance of a Grant to assist the Algoma School District in promoting the increased consumption of
 7 fruits, vegetables and other nutrient dense foods by Algoma students; and
 8
 9 **WHEREAS**, the Finance and Public Property Committee recommends adjusting the budget to reflect
 10 additional revenue of \$6,297.53 from the acceptance of the Grant and additional expenses of \$6,297.53
 11 to hire an LTE to fulfil the requirements of the Grant.
 12
 13 **NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly
 14 assembled this 17th day of May 2016, that the Board approves and accepts the Grant Award and directs
 15 the Finance Director to adjust the budget accordingly; and
 16
 17 **BE IT FURTHER RESOLVED**, that within 10 days the County Clerk shall file a Class 1 notice of this
 18 transfer of budgeted funds.

Respectfully Submitted,

FINANCE AND PUBLIC PROPERTY COMMITTEE

APPROVED AS TO FORM
 Jeffrey R. Wisnicky
 Corporation Counsel

FISCAL IMPACT STATEMENT

See Attached

	Y E S	N O	A B S E N T	A B S T A I N
Benes, P				
Cravillon, D.				
Dobbins, M.				
Doell, D.				
Heske, V.				
Jahnke, S.				
Kirchman, L.				
Lufi, L.				
Mestair, J.				
Paape, G.				
Pegel, J.				
Palder, R.				
Rasmussen, C.				
Romdenne, T.				
Shillin, K.				
Sinkula, L.				
Teske, L.				
Thomas, D.				
Wegner, C.				
Weidner, R.				
TOTALS				

Resolution Notes – UWX Healthier Lunchrooms

BUDGET AMENDMENT:

<u>Account Description</u>	<u>Account Number</u>	<u>2016 Budget</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
Source of Funds:				
Healthier Lunchrooms	100.46779.467	0	6,297	6,297
			<u>6,297</u>	
Use of Funds:				
Wages-Temporary	100.55620.000.125	0	5,850	5,850
Social Security	100.55620.000.151	5,396	446	5,842
Workers Comp	100.55620.000.153	231	1	232
			<u>1</u>	
			<u>6,297</u>	

FISCAL NOTE:

This resolution authorizes the acceptance and expenditure of a \$6297 grant from the UW Extension Regional Office. No County matching funds required.



Paul Kunesh, Finance Director

LEGAL NOTE:

Legal reference here.

Jeffrey Wisnicky, Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended .



Scott Feldt, County Administrator



RESOLUTION NO.

**A RESOLUTION APPROVING TRANSFER OF BUDGETED FUNDS
EMGT – Hazard Mitigation Emergency Preparedness**

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, in accordance with Section 65.90(5)(a), Wis. Stats., the amounts of the various
 2 appropriations and the purposes for such appropriations stated in a budget may not be changed unless
 3 authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and
 4
 5 **WHEREAS**, The Finance and Public Property Committee considered and hereby recommends
 6 acceptance of a Grant to conduct a tabletop training exercise on the handling and transport of hazardous
 7 substances; and
 8
 9 **WHEREAS**, the Finance and Public Property Committee recommends adjusting the budget to reflect
 10 additional revenue of \$2,867 from the acceptance of the Grant and additional expenses of \$2,867 to hire
 11 a contractor and purchase supplies to fulfil the requirements of the Grant.
 12
 13 **NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly
 14 assembled this 17th day of May 2016, that the Board approves and accepts the Grant Award and directs
 15 the Finance Director to adjust the budget accordingly; and
 16
 17 **BE IT FURTHER RESOLVED**, that within 10 days the County Clerk shall file a Class 1 notice of this
 18 transfer of budgeted funds.

Respectfully Submitted,

FINANCE AND PUBLIC PROPERTY COMMITTEE

APPROVED AS TO FORM
 Jeffrey R. Wisnicky
 Corporation Counsel

FISCAL IMPACT STATEMENT
 See Attached

	Y E S	N O	A B S E N T	A B S T A I N
Benes, P				
Cravillon, D.				
Dobbins, M.				
Doell, D.				
Haske, V.				
Jahnke, S.				
Kirchman, L.				
Luft, L.				
Mastair, J.				
Paape, G.				
Paigel, J.				
Palder, R.				
Rasmussen, C.				
Romdenne, T.				
Shillin, K.				
Sinkula, L.				
Teske, L.				
Thomas, D.				
Wegner, C.				
Weidner, R.				
TOTALS				

Resolution Notes – EMGT – Hazard Mitigation Emergency Preparedness

BUDGET AMENDMENT:

<u>Account Description</u>	<u>Account Number</u>	<u>2016 Budget</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
Source of Funds:				
Haz Mitigation Emerg Pre	100.43306.000	0	2,867	2,867
			<u>2,867</u>	
Use of Funds:				
HMEP-Contracted Services	100.52604.000.296	0	2,792	2,792
HMEP-Office Supplies	100.52604.000.312	0	75	75
				<u>0</u>
			<u>2,867</u>	

FISCAL NOTE:

Authorizes the acceptance and expenditure of a \$2867 grant from WI Emergency Management. No County matching funds required.



Paul Kunesh, Finance Director

LEGAL NOTE:

Legal reference here.

Jeffrey Wisnicky, Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended .

Scott Feldt, County Administrator



RESOLUTION NO.

**APPROVING RLF LOAN SETTLEMENT
Greg Mariucci – ICL Printing**

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Greg Mariucci is indebted to the Kewaunee County Revolving Loan Fund as evidenced by a
 2 business note executed on August 1, 2006, written for the original sum of \$18,814; and
 3
 4 **WHEREAS**, the current outstanding balance is \$1,594.50 of principal and \$4,483.04 of interest for a total
 5 outstanding balance of \$6,077.54; and
 6
 7 **WHEREAS**, Greg Mariucci is in default for failing to pay as agreed; and
 8
 9 **WHEREAS**, the RLF Committee has given Mr. Mariucci every opportunity to make good on the business
 10 loan and at this time the RLF Committee has no confidence further accommodations will enable Greg
 11 Mariucci to make good on the loan; and
 12
 13 **WHEREAS**, the collateral securing the loan consists of antiquated printing equipment with limited
 14 marketability; and
 15
 16 **WHEREAS**, the Finance and Public Property Committee carefully considered and hereby recommends
 17 settling the Greg Mariucci loan for the sum of \$1,000 and writing-off the balance.
 18
 19 **NOW, THEREFORE, BE IT RESOLVED**, that the Kewaunee County Board of Supervisors, duly
 20 assembled this 17th day of May 2016, that the Board hereby approves
 21 accepting \$1,000.00 as a full and final settlement of the obligation of
 22 Greg Mariucci and directs the RLF Administrator to write-off the balance.

Respectfully Submitted,

FINANCE & PUBLIC PROPERTY COMMITTEE

Lee Luft, Chair

Thomas J. Romdenne

Chris Rasmussen

John E. Mastalir

Virginia Haske

APPROVED AS TO FORM

Jeffrey R. Wisnicky
Corporation Counsel

FISCAL IMPACT STATEMENT:

Forgiveness of:
\$595.50 in principal
\$4,483.04 in interest

	Y E S	N O	A B S E N T	A B S T A I N
Benes, P				
Cravillion, D.				
Dobbins, M.				
Doell, D.				
Haske, V.				
Jahnke, S.				
Kirchman, L.				
Luft, L.				
Mastalir, J.				
Paape, G.				
Pagel, J.				
Paidler, R.				
Rasmussen, C.				
Romdenne, T.				
Shillin, K.				
Sinkula, L.				
Teske, L.				
Thomas, D.				
Wagner, C.				
Weidner, R.				
TOTALS				



RESOLUTION NO.

RESOLUTION FOR 2012 DELINQUENT REAL ESTATE TAXES

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, there are a number of parcels of land in Kewaunee County on which taxes are delinquent
2 and on which the County holds Tax Certificates and where before anything can be realized on the same
3 it is necessary to secure Tax Deeds thereon:
4

<u>Parcel #</u>	<u>Name</u>	<u>Cert #</u>	<u>Tax Amount</u>
<u>TOWN OF AHNAPEE</u>			
31 002 2.143	Warren & Cecelia Kruswick Trust	1	\$666.27
<u>TOWN OF FRANKLIN</u>			
31 008 14.063	Dyzbalys, Dean & Carie	63	\$86.93
<u>TOWN OF MONTPELIER</u>			
31 014 23.052	Gajeski, Richard	121	\$849.89
31 014 24.02	Fields, Mary S.	123	\$1,463.68
<u>TOWN OF PIERCE</u>			
31 016 16.114	Cmejla, Jeffrey	148	\$964.34
31 016 20.069	Cmejla, Jeffrey	154	\$291.33
31 016 19.027	Witcpalek, Heather, L.	151	\$1,045.26
31 016 19.027.1	Witcpalek, Heather, L.	152	\$1,678.36
31 016 9.032	Grzeslo, Daniel	142	\$2,857.41
31 016 9.034	Grzeslo, Daniel	143	\$245.18
31 016 9.042	Grzeslo, Daniel	144	\$395.33
<u>VILLAGE OF LUXEBURG</u>			
31 146 NLP 52	Lelou, Richard	202	\$1,638.80
<u>CITY OF ALGOMA</u>			
31 201 ADE 15	Duby, Brent	214	\$82.11
31 201 ADE 80	Klessig, Chad	224	\$169.76
31 201 M 7	Duerst, Jr., Edward	238	\$2,159.61
31 201 MCH2 3	Shepard, Johnathan & Victoria Thiry, Richard/Linda	231	\$735.56
31 201 SW-NW26 33	Smola, Paul	254	\$1,558.63
31 201 Y&S 113	Bouche, Randy	248	\$2,013.56
31 201 GL1-26 13.1	Unknown	255	\$16.85
<u>CITY OF KEWAUNEE</u>			
31 241 OTP 18	Harbour Portfolio VII LP	281	\$894.23
31 241 NW19 13-4	Witcpalek, Bruce	322	\$2,869.99

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35
36 **WHEREAS**, it is necessary to conduct a title search of the foregoing properties in order to proceed with
37 the acquisition of Tax Deeds; and
38

39 **WHEREAS**, bids were received to perform a title search and Title Trends, Inc., submitted the low bid of
40 \$60.00 per parcel.
41

42 **NOW, THEREFORE BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly assembled
43 this 17th day of May 2016, that the Board hereby authorizes, directs, and empowers the County Clerk of



RESOLUTION NO.

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$4,310,000 GENERAL OBLIGATION REFUNDING BONDS
SERIES 2016A

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, the County Board of Supervisors of Kewaunee County, Wisconsin (the "County")
2 hereby finds and determines that it is necessary, desirable and in the best interest of the County
3 to raise funds for the purpose of refunding obligations of the County, including interest on them,
4 specifically, the 2018 through 2027 maturities of the General Obligation Refunding Bonds, dated
5 November 13, 2007 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded
6 Obligations shall be referred to as the "Refunding");

7
8 **WHEREAS**, the County Board of Supervisors deems it to be necessary, desirable and in the
9 best interest of the County to refund the Refunded Obligations for the purpose of achieving debt
10 service cost savings;

11
12 **WHEREAS**, counties are authorized by the provisions of Section 67.04, Wisconsin Statutes, to
13 borrow money and issue general obligation refunding bonds to refinance their outstanding
14 obligations; and

15
16 **WHEREAS**, it is the finding of the County Board of Supervisors that it is necessary, desirable
17 and in the best interest of the County to authorize the issuance of and to sell its general
18 obligation refunding bonds (the "Bonds") to Hutchinson, Shockey, Erley & Co. (the "Purchaser"),
19 pursuant to the terms and conditions of its bond purchase proposal attached hereto as Exhibit A
20 and incorporated herein by this reference (the "Proposal").

21
22 **NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors that:

23
24 Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the
25 Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal
26 sum of FOUR MILLION THREE HUNDRED TEN THOUSAND DOLLARS (\$4,310,000) from the
27 Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby
28 accepted, and the Chairperson and County Clerk or other appropriate officers of the County are
29 authorized and directed to execute an acceptance of the Proposal on behalf of the County. To
30 evidence the obligation of the County, the Chairperson and County Clerk are hereby authorized,
31 empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and
32 in the name of the County, the Bonds aggregating the principal amount of FOUR MILLION
33 THREE HUNDRED TEN THOUSAND DOLLARS (\$4,310,000) for the sum set forth on the
34 Proposal, plus accrued interest to the date of delivery.

35
36 Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding
37 Bonds, Series 2016A"; shall be issued in the aggregate principal amount of \$4,310,000; shall be
38 dated their date of issuance; shall be in the denomination of \$5,000 or any integral multiple
39 thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and

1 mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing
2 Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest
3 shall be payable semi-annually on May 1 and November 1 of each year commencing on
4 November 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-
5 day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking
6 Board. The schedule of principal and interest payments due on the Bonds is set forth on the
7 Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference
8 (the "Schedule").
9

10 Section 3. Redemption Provisions. The Bonds maturing on May 1, 2026 and thereafter shall be
11 subject to redemption prior to maturity, at the option of the County, on May 1, 2025 or on any
12 date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from
13 maturities selected by the County and within each maturity, by lot, at the principal amount
14 thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the
15 Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set
16 forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon
17 the optional redemption of any of the Bonds subject to mandatory redemption, the principal
18 amount of such Bonds so redeemed shall be credited against the mandatory redemption
19 payments established in Exhibit MRP for such Bonds in such manner as the County shall direct.
20

21 Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be
22 executed and delivered in substantially the form attached hereto as Exhibit C and incorporated
23 herein by this reference.
24

25 Section 5. Tax Provisions.
26

27 (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and
28 interest on the Bonds as the same becomes due, the full faith, credit and resources of the
29 County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable
30 property of the County a direct annual irrepealable tax in the years 2016 through 2026 for the
31 payments due in the years 2016 through 2027 in the amounts set forth on the Schedule. The
32 amount of tax levied in the year 2016 shall be the total amount of debt service due on the Bonds
33 in the years 2016 and 2017; provided that the amount of such tax carried onto the tax rolls shall
34 be abated by any amounts appropriated pursuant to subsection (D) below which are applied to
35 payment of principal of or interest on the Bonds in the year 2016.
36

37 (B) Tax Collection. So long as any part of the principal of or interest on the Bonds
38 remains unpaid, the County shall be and continue without power to repeal such levy or obstruct
39 the collection of said tax until all such payments have been made or provided for. After the
40 issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the
41 County and collected in addition to all other taxes and in the same manner and at the same time
42 as other taxes of the County for said years are collected, except that the amount of tax carried
43 onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt
44 Service Fund Account created below.
45

46 (C) Additional Funds. If at any time there shall be on hand insufficient funds from the
47 aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the
48 requisite amounts shall be paid from other funds of the County then available, which sums shall
49 be replaced upon the collection of the taxes herein levied.
50

1 (D) Appropriation. The County hereby appropriates from amounts levied to pay debt
2 service on the Refunded Obligations or other funds of the County on hand a sum sufficient to be
3 irrevocably deposited in the segregated Debt Service Fund Account created below and used to
4 pay the interest on the Bonds coming due on November 1, 2016 as set forth on the Schedule.
5

6 Section 6. Segregated Debt Service Fund Account.
7

8 (A) Creation and Deposits. There be and there hereby is established in the treasury of
9 the County, if one has not already been created, a debt service fund, separate and distinct from
10 every other fund, which shall be maintained in accordance with generally accepted accounting
11 principles. Debt service or sinking funds established for obligations previously issued by the
12 County may be considered as separate and distinct accounts within the debt service fund.
13 Within the debt service fund, there hereby is established a separate and distinct account
14 designated as the "Debt Service Fund Account for \$4,310,000 General Obligation Refunding
15 Bonds, Series 2016A" (the "Debt Service Fund Account") and such account shall be maintained
16 until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The
17 County Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest
18 received by the County at the time of delivery of and payment for the Bonds; (ii) any premium
19 not used for the Refunding which may be received by the County above the par value of the
20 Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any
21 amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds
22 when due; (iv) such other sums as may be necessary at any time to pay principal of and interest
23 on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below;
24 and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.
25

26 (B) Use and Investment. No money shall be withdrawn from the Debt Service Fund
27 Account and appropriated for any purpose other than the payment of principal of and interest on
28 the Bonds until all such principal and interest has been paid in full and the Bonds canceled;
29 provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior
30 to the scheduled receipt of taxes from the next succeeding tax collection may be invested in
31 direct obligations of the United States of America maturing in time to make such payments when
32 they are due or in other investments permitted by law; and (ii) any funds over and above the
33 amount of such principal and interest payments on the Bonds may be used to reduce the next
34 succeeding tax levy, or may, at the option of the County, be invested by purchasing the Bonds
35 as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted
36 municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted
37 Investments"), which investments shall continue to be a part of the Debt Service Fund Account.
38 Any investment of the Debt Service Fund Account shall at all times conform with the provisions
39 of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury
40 Regulations (the "Regulations").
41

42 (C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and
43 all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account
44 shall be transferred and deposited in the general fund of the County, unless the County Board of
45 Supervisors directs otherwise.
46

47 Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the
48 Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued
49 interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund
50 Account created above) shall be deposited into a special fund separate and distinct from all
51 other funds of the County and disbursed solely for the purpose for which borrowed or for the

1 payment of the principal of and the interest on the Bonds. In no event shall monies in the
2 Borrowed Money Fund be used to fund operating expenses of the general fund of the County or
3 of any special revenue fund of the County that is supported by property taxes. A portion of the
4 proceeds of the Bonds shall be transferred to the Escrow Account in order to provide for
5 payment of the Refunded Obligations, as provided in Section 18 hereof. Monies in the
6 Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies,
7 including any income from Permitted Investments, remaining in the Borrowed Money Fund after
8 the purpose for which the Bonds have been issued has been accomplished, and, at any time,
9 any monies as are not needed and which obviously thereafter cannot be needed for such
10 purpose shall be deposited in the Debt Service Fund Account.

11
12 Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted
13 Investments, but no such investment shall be made in such a manner as would cause the
14 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations
15 and an officer of the County, charged with the responsibility for issuing the Bonds, shall certify
16 as to facts, estimates, circumstances and reasonable expectations in existence on the date of
17 delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not
18 "arbitrage bonds," within the meaning of the Code or Regulations.

19
20 Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that
21 the projects financed by the Bonds and by the Refunded Obligations and the ownership,
22 management and use of the projects will not cause the Bonds or the Refunded Obligations to be
23 "private activity bonds" within the meaning of Section 141 of the Code. The County further
24 covenants that it shall comply with the provisions of the Code to the extent necessary to
25 maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate
26 requirements of Section 148(f) of the Code. The County further covenants that it will not take
27 any action, omit to take any action or permit the taking or omission of any action within its
28 control (including, without limitation, making or permitting any use of the proceeds of the Bonds)
29 if taking, permitting or omitting to take such action would cause any of the Bonds to be an
30 arbitrage bond or a private activity bond within the meaning of the Code or would otherwise
31 cause interest on the Bonds to be included in the gross income of the recipients thereof for
32 federal income tax purposes. The County Clerk or other officer of the County charged with the
33 responsibility of issuing the Bonds shall provide an appropriate certificate of the County
34 certifying that the County can and covenanting that it will comply with the provisions of the Code
35 and Regulations.

36
37 (b) The County also covenants to use its best efforts to meet the requirements and
38 restrictions of any different or additional federal legislation which may be made applicable to the
39 Bonds provided that in meeting such requirements the County will do so only to the extent
40 consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin
41 and to the extent that there is a reasonable period of time in which to comply.

42
43 Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby
44 designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code,
45 relating to the ability of financial institutions to deduct from income for federal income tax
46 purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

47
48 Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued
49 in printed form, executed on behalf of the County by the manual or facsimile signatures of the
50 Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below),
51 sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the

1 Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to
2 the date of delivery (the "Closing"). The facsimile signature of either of the officers executing
3 the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but,
4 unless the County has contracted with a fiscal agent to authenticate the Bonds, at least one of
5 the signatures appearing on each Bond shall be a manual signature. In the event that either of
6 the officers whose signatures appear on the Bonds shall cease to be such officers before the
7 Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same
8 extent as if they had remained in office until the Closing. The aforesaid officers are hereby
9 authorized and directed to do all acts and execute and deliver the Bonds and all such
10 documents, certificates and acknowledgements as may be necessary and convenient to
11 effectuate the Closing. The County hereby authorizes the officers and agents of the County to
12 enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but
13 not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing
14 disclosure, and rebate calculation services. Any such contract heretofore entered into in
15 conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

16
17 Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds
18 shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which
19 is hereby appointed as the County's registrar and fiscal agent pursuant to the provisions of
20 Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement
21 between the County and the Fiscal Agent shall be substantially in the form attached hereto as
22 Exhibit D and incorporated herein by this reference.

23
24 Section 13. Persons Treated as Owners; Transfer of Bonds. The County shall cause books for
25 the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in
26 whose name any Bond shall be registered shall be deemed and regarded as the absolute owner
27 thereof for all purposes and payment of either principal or interest on any Bond shall be made
28 only to the registered owner thereof. All such payments shall be valid and effectual to satisfy
29 and discharge the liability upon such Bond to the extent of the sum or sums so paid.

30
31 Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the
32 office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly
33 executed by the registered owner or his attorney duly authorized in writing. Upon such transfer,
34 the Chairperson and County Clerk shall execute and deliver in the name of the transferee or
35 transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and
36 the Fiscal Agent shall record the name of each transferee in the registration book. No
37 registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for
38 transfer.

39
40 The County shall cooperate in any such transfer, and the Chairperson and County Clerk are
41 authorized to execute any new Bond or Bonds necessary to effect any such transfer.

42
43 Section 14. Record Date. The fifteenth day of each calendar month next preceding each
44 interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of
45 interest on the Bonds on any interest payment date shall be made to the registered owners of
46 the Bonds as they appear on the registration book of the County at the close of business on the
47 Record Date.

48
49 Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to
50 make the Bonds eligible for the services provided by The Depository Trust Company, New York,
51 New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer

1 Letter of Representations previously executed on behalf of the County and on file in the County
2 Clerk's office.

3
4 Section 16. Official Statement. The County Board of Supervisors hereby approves the
5 Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official
6 Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the
7 Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the
8 "Rule"). All actions taken by officers of the County in connection with the preparation of such
9 Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified
10 and approved. In connection with the Closing, the appropriate County official shall certify the
11 Preliminary Official Statement and any addenda or Official Statement. The County Clerk shall
12 cause copies of the Preliminary Official Statement and any addenda or Official Statement to be
13 distributed to the Purchaser.

14
15 Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and
16 agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the
17 "Undertaking") if required by the Rule to provide continuing disclosure of certain financial
18 information and operating data and timely notices of the occurrence of certain events in
19 accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or
20 by the Purchaser on behalf of such owners (provided that the rights of the owners and the
21 Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of
22 the obligations thereunder and any failure by the County to comply with the provisions of the
23 Undertaking shall not be an event of default with respect to the Bonds).

24
25 To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the
26 County charged with the responsibility for issuing the Bonds, shall provide a Continuing
27 Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and
28 terms of the County's Undertaking.

29
30 Section 18. Escrow Agent; Escrow Agreement; Escrow Account. Associated Trust Company,
31 National Association, Green Bay, Wisconsin, is hereby appointed escrow agent for the County,
32 for the purpose of ensuring the payment of the principal of and interest on the Refunded
33 Obligations (the "Escrow Agent").

34 The Chairperson and County Clerk are hereby authorized and directed to execute an escrow
35 agreement substantially in the form attached hereto as Exhibit E (the "Escrow Agreement")
36 (such form may be modified by said officers prior to execution, the execution of such agreement
37 by said officers to constitute full approval of the County Board of Supervisors of any such
38 modifications), with the Escrow Agent, for the purpose of effectuating the provisions of this
39 Resolution.

40
41 The Bond Proceeds allocable to refunding the Refunded Obligations shall be deposited in a
42 refunding escrow account which is hereby created with the Escrow Agent, pursuant to the
43 Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and
44 acquiring the United States obligations provided for in the Escrow Agreement.

45
46 Upon transfer of the Bond Proceeds and any other necessary funds allocable to refunding the
47 Refunded Obligations to the Escrow Account, the taxes heretofore levied to pay debt service on
48 the Refunded Obligations shall be abated to the extent such transfer together with investment
49 earnings thereon is sufficient to pay the principal of and interest on the Refunded Obligations,
50 but such abatement shall not affect the County's pledge of its full faith, credit and resources to
51 make such payments. The refunding escrow account created by the Escrow Agreement shall

1 hereinafter serve as the debt service (or sinking) fund account for the Refunded Obligations.
2 The Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

3
4 Section 19. SLGS Subscriptions. The Escrow Agent and the Purchaser are authorized to
5 submit subscriptions for United States Treasury Securities - State and Local Government Series
6 and to purchase other U.S. government securities on behalf of the County in such amount as is
7 necessary in order to carry out the Refunding.

8
9 Section 20. Redemption of the Refunded Obligations. The Refunded Obligations are hereby
10 called for prior payment and redemption on May 1, 2017 at a price of par plus accrued interest
11 to the date of redemption.

12
13 The County hereby directs the Escrow Agent appointed above to cause timely notice of
14 redemption, in substantially the form attached to the Escrow Agreement (the "Notice"), to be
15 provided at the times, to the parties and in the manner set forth on the Notice.

16
17 Section 21. Record Book. The County Clerk shall provide and keep the transcript of
18 proceedings as a separate record book (the "Record Book") and shall record a full and correct
19 statement of every step or proceeding had or taken in the course of authorizing and issuing the
20 Bonds in the Record Book.

21
22 Section 22. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance
23 with respect to the Bonds, the officers of the County are authorized to take all actions necessary
24 to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to
25 agree to such additional provisions as the bond insurer may reasonably request and which are
26 acceptable to the Chairperson and County Clerk including provisions regarding restrictions on
27 investment of Bond proceeds, the payment procedure under the municipal bond insurance
28 policy, the rights of the bond insurer in the event of default and payment of the Bonds by the
29 bond insurer and notices to be given to the bond insurer. In addition, any reference required by
30 the bond insurer to the municipal bond insurance policy shall be made in the form of Bond
31 provided herein.

32
33 Section 23. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or
34 other actions of the County Board of Supervisors or any parts thereof in conflict with the
35 provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so
36 conflict. In the event that any one or more provisions hereof shall for any reason be held to be
37 illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The
38 foregoing shall take effect immediately upon adoption and approval in the manner provided by
39 law.

Respectfully Submitted,
FINANCE & PUBLIC PROPERTY COMMITTEE

Lee Luft, Chair

Thomas J. Romdenne

Chris Rasmussen

John E. Mastalir

Virginia Haske

Adopted, approved and recorded May 17, 2016.

KEWAUNEE COUNTY BOARD CHAIRPERSON

Robert Weidner

ATTEST:
KEWAUNEE COUNTY CLERK

Jamie Annoye

(SEAL)

APPROVED AS TO FORM
Jeffrey R. Wisnicky
Corporation Counsel

	Y E S	N O	A B S E N T	A B S T A I N
Benes, P				
Cravillion, D.				
Dobbins, M.				
Doeli, D.				
Haske, V.				
Jahnke, S.				
Kirchman, L.				
Luft, L.				
Mastalir, J.				
Paape, G.				
Pagel, J.				
Paider, R.				
Rasmussen, C.				
Romdenne, T.				
Shillin, K.				
Sinkula, L.				
Teske, L.				
Thomas, D.				
Wagner, C.				
Weidner, R.				
TOTALS				

EXHIBIT A

Bond Purchase Proposal

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
KEWAUNEE COUNTY
NO. R-___ GENERAL OBLIGATION REFUNDING BOND, SERIES 2016A \$ _____

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
May 1, _____, 2016 _____%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, Kewaunee County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$4,310,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of refunding certain outstanding obligations of the County, all as authorized by a resolution of the County Board of Supervisors duly adopted by said governing body at a meeting held on May 17, 2016. Said resolution is recorded in the official minutes of the County Board of Supervisors for said date.

The Bonds maturing on May 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the County, on May 1, 2025 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the County Board of Supervisors as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the County appoints another depository, upon surrender of the

Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Kewaunee County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

KEWAUNEE COUNTY, WISCONSIN

By: _____

Robert Weidner
Chairperson

(SEAL)

By: _____

Jamie Annoye
County Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of Kewaunee County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT D

Fiscal Agency Agreement

(See Attached)

FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of the 1st day of June, 2016 between Kewaunee County, Wisconsin (the "Municipality"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the Municipality has duly authorized the issuance of its \$4,310,000 General Obligation Refunding Bonds, Series 2016A, dated June 1, 2016 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolution adopted by the Municipality on May 17, 2016 (the "Resolution"); and

WHEREAS, the Municipality is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to the Resolution and Section 67.10(2), Wisconsin Statutes the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of November 1, 2016 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on Schedule A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

(a) Principal Payments. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

Term Bonds [The Obligations due on May 1, 20__ and May 1, 20__ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified on the attached Schedule MRP.

The Municipality hereby directs and the Fiscal Agent hereby agrees to select the Term Bonds to be redeemed on the dates set forth above and to give notice of such redemption as set forth in substantially the form attached hereto as Schedule B by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Obligation selected to be redeemed, in whole or in part, at the address shown on the registration books as of the Record Date.

The Municipality, in accordance with Section III hereof, shall make payments sufficient for the Fiscal Agent to pay the amounts due on the Term Bonds subject to mandatory redemption.]

(b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent. **Term Bonds** [Official notice of the redemption of Obligations subject to mandatory redemption shall be given in the same manner.]

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed at the option of the Municipality shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. **Term Bonds** [Obligations subject to mandatory redemption shall be selected as described in (a) above.] The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-I and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

X. AUTHENTICATION, IF REQUIRED

The Fiscal Agent shall sign and date the Certificate of Authentication, if any, on each Obligation on the date of delivery, transfer or exchange of such Obligation. The Fiscal Agent shall distribute and/or retain for safekeeping the Obligations in accordance with the direction of the registered owners thereof.

XI. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

XII. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule [B/C] hereto.

XIII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.

(c) Termination. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

KEWAUNEE COUNTY, WISCONSIN

By _____
Robert Weidner
Chairperson

(SEAL)

Jamie Annoye
County Clerk

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN
Fiscal Agent

(SEAL)

By _____
Title _____

Attest _____
Title _____

SCHEDULE A

Debt Service Schedule
\$4,310,000 General Obligation Refunding Bonds, Series 2016A
of Kewaunee County, Wisconsin
dated June 1, 2016

(SEE ATTACHED)

[SCHEDULE MRP

Mandatory Redemption Provision

The Obligations due on May 1, ____, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)]
_____	_____ (maturity)]

[SCHEDULE B

NOTICE OF MANDATORY SINKING FUND REDEMPTION*

Kewaunee County, Wisconsin
General Obligation Refunding Bonds, Series 2016A
Dated June 1, 2016

NOTICE IS HEREBY GIVEN that a portion of the Bonds of the above-referenced issue which mature on May 1, 20__ shall be subject to mandatory sinking fund redemption on May 1 of the year set forth below, in the amount set forth below, at a redemption price equal to One Hundred Percent (100%) of the principal amount redeemed plus accrued interest to the date of redemption.

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
May 1, ____	\$ _____	_____

Such portion of the Bonds will cease to bear interest on the redemption date set forth above.

BY THE ORDER OF THE
COUNTY BOARD OF SUPERVISORS

KEWAUNEE COUNTY, WISCONSIN

Dated: _____

* To be provided by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to the call date. At least thirty (30) days prior to the call date notice shall also be filed electronically with the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.]

SCHEDULE [B/C]

(SEE ATTACHED)

EXHIBIT E
Escrow Agreement

(See Attached)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into the 1st day of June, 2016 by and between Kewaunee County, Wisconsin (the "County") and Associated Trust Company, National Association, Green Bay, Wisconsin, a national banking association with trust powers (the "Escrow Agent").

RECITALS

The County has duly issued General Obligation Refunding Bonds, dated November 13, 2007 (the "Prior Issue").

The County has duly authorized and sold and is delivering this day its \$4,310,000 General Obligation Refunding Bonds, Series 2016A, dated June 1, 2016 (the "Refunding Obligations") for the purpose of providing funds sufficient to refund the 2018 through 2027 maturities of the Prior Issue (hereinafter the portion of the Prior Issue being refunded shall be referred to herein as the "Refunded Obligations") (the "Refunding").

The Refunded Obligations mature and bear interest on the dates and in the amounts shown on Exhibit A-1.

In order to accomplish the Refunding, it is necessary to irrevocably deposit in trust an amount (in the form of investment securities and cash) which, together with investment income therefrom, will be sufficient to pay when due the principal of and interest on the Refunded Obligations.

To accomplish the Refunding, the Escrow Agent has been appointed depository of a portion of the proceeds of the Refunding Obligations (in the form of investment securities and cash) as hereinafter specified and has been appointed custodian of the County's debt service fund account for the Refunded Obligations until the Refunded Obligations are paid in full.

The execution of this Agreement has been duly authorized by a resolution of the County Board of Supervisors entitled: "Resolution Authorizing the Issuance and Sale of \$4,310,000 General Obligation Refunding Bonds, Series 2016A" (the "Resolution") adopted by the County Board of Supervisors of the County on May 17, 2016.

In consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows for the equal and proportionate benefit and security of the holders of the Refunding Obligations and the Refunded Obligations:

1. Escrow Deposit. Concurrently with the execution of this Agreement, the County has irrevocably deposited with the Escrow Agent, receipt of which is hereby acknowledged by the Escrow Agent, \$_____ being a portion of the proceeds of the Refunding Obligations (the "Bond Proceeds") and \$_____ from funds of the County (the "Funds") for a total of \$_____.

The foregoing, along with earnings and interest thereon, shall be held and disposed of by the Escrow Agent only in accordance with this Agreement. The County represents and warrants that the foregoing, if held, invested and disposed of by the Escrow Agent in accordance with this Agreement, will be sufficient, without the need for any further investment or reinvestment, to make all payments required under this Agreement. The Escrow Agent has not and is under no obligation to determine whether the amounts deposited hereunder are or will be sufficient to make all of the payments directed to be made hereunder.

2. Acceptance of Escrow. The Escrow Agent acknowledges receipt of the escrow deposit hereunder and accepts the responsibilities imposed on it by this Agreement.

3. Application of Escrow Deposit. There is hereby created by the County and ordered established with the Escrow Agent an account hereby designated, "Kewaunee County Escrow Account" (the "Escrow Account").

The Escrow Agent shall deposit the amount described above in the Escrow Account to be used as follows:

a) \$ _____ to be used to purchase the United States Treasury Certificates of Indebtedness, Notes and/or Bonds - State and Local Government Series ("SLGs"), described on the attached Exhibit B-1, pay for the SLGs from monies in the Escrow Account and hold the SLGs in the Escrow Account; (\$ _____ from Bond Proceeds and \$ _____ from Funds);

b) \$ _____ to be used to establish a beginning cash balance in the Escrow Account (\$ _____ from Bond Proceeds and \$ _____ from Funds); and

c) \$ _____ to be used to pay the Issuance Expenses set forth on the attached Exhibit C-1, which the Escrow Agent is hereby authorized to pay.

Except as set forth in Section 8 hereof, the Escrow Account (other than the cash held pursuant to subsection (b) above) shall remain invested in the SLGs, and the Escrow Agent shall not sell or otherwise dispose of the SLGs.

[In addition to the foregoing, the Escrow Agent is hereby directed to reinvest excess investment proceeds accruing in the years _____ to _____ in SLGs as follows:

<u>Amount</u>	<u>Interest Rate</u>	<u>Reinvestment Date</u>	<u>Maturity Date</u>
\$ _____	0.00%	_____	_____
_____	0.00	_____	_____

The Escrow Agent is hereby directed to submit the subscription for these SLGs on behalf of the County, at least seven (7) days in advance of the date of reinvestment (or such other period of time in advance of the date of reinvestment as is then required by law or regulation) and such subscription shall be in accordance with then applicable law and regulations. The County will cooperate with the Escrow Agent as necessary to allow any subscriptions to be made as described herein.

If SLGs with an interest rate of 0.00% are not available at the time such Escrow Account monies are to be reinvested, the Escrow Agent is hereby directed to reinvest such Escrow Account monies on behalf of the County in direct obligations of the United States of America ("U.S. Government Obligations"), or hold such monies uninvested, as directed by the County, upon the Escrow Agent's receipt, at the expense of the County, of (i) an opinion of the bond counsel for the Refunding Obligations or other nationally recognized firm of attorneys experienced in the area of municipal finance to the effect that such transaction would not cause any of the Refunded Obligations or any of the Refunding Obligations to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the income tax regulations thereunder (the "Regulations") and (ii) a certification from an independent certified public accountant that, after such transaction, the principal of and interest on the U.S. Government Obligations in the Escrow Account will, together with other monies in the Escrow Account available for such purposes, be sufficient at all times to pay, when due, the principal of and interest on the Refunded Obligations.]

The Escrow Account cash flow (taking into account any reinvestments) prepared by the Accountant defined below is set forth on Exhibit D-1.

Except for the foregoing or as set forth in Section 8 hereof, no reinvestment of amounts on deposit in the Escrow Account shall be permitted.

The Escrow Agent shall apply the monies in the Escrow Account to the payment of the Refunded Obligations in the amounts set forth on the attached Exhibit A-1 by depositing such amounts with the fiscal agent for the Refunded Obligations on or before the dates set forth on attached Exhibit A-1.

If at any time it shall appear to the Escrow Agent that the money in the Escrow Account will not be sufficient to make any required payments due to the holders of the Refunded Obligations, the Escrow Agent shall immediately notify the County. Upon receipt of such notice, the County shall forthwith transmit to the Escrow Agent for deposit in the Escrow Account from legally available funds such additional monies as may be required to make any such payment.

4. Redemption of the Refunded Obligations. Pursuant to the Resolution, the County has heretofore called the Refunded Obligations for redemption and authorized and directed the Escrow Agent to give notice of said intended redemption of the Refunded Obligations by providing notice (in substantially the form attached hereto as Exhibit E-1) in the manner and at the times set forth on Exhibit E-1, and the Escrow Agent hereby agrees to give such notice.

5. Notice of Advance Refunding of the Refunded Obligations. The Escrow Agent is hereby directed and agrees within ten business days after the closing for the Refunding Obligations to provide a Notice of Advance Refunding and Redemption, in substantially the form attached hereto as Exhibit F-1, to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations, and to any others as described in Exhibit F-1.

6. The Escrow Agent.

a) Annual Report. The Escrow Agent shall, in the month of February of each year while this Agreement is in effect, and as soon as practicable after termination of this Agreement, forward by first class mail to the County a report of the receipts, income, investments, reinvestments, redemptions and payments of and from the Escrow Account during the preceding calendar year, including in such report a statement, as of the end of the preceding calendar year, regarding the manner in which it has carried out the requirements of this Agreement. The County shall have the right, at any time during business hours, to examine all of the Escrow Agent's records regarding the status and details of the Escrow Account.

b) Separate Funds; Accountability. Except as otherwise permitted under Section 3 hereof, the Escrow Agent shall keep all monies, securities and other properties deposited hereunder, all investments and all interest thereon and profits therefrom, at all times in a special fund and separate trust account, wholly segregated from all other funds and securities on deposit with it; shall never commingle such deposits, investments and proceeds with other funds or securities of the Escrow Agent; and shall never at any time use, pledge, loan or borrow the same in any way. The fund established hereunder shall be held separately and distinctly and not commingled with any other such fund. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical monies, or any part thereof, received from or for the Escrow Account, on hand, but monies of an equal amount shall always be maintained on hand as funds held by the Escrow Agent, belonging to the County, and a special account thereof, evidencing such fact, shall at all times be maintained on the books of the Escrow Agent. All uninvested money held at any time in the Escrow Account shall be continuously secured by the deposit in a Federal Reserve Bank or direct obligations of the United States of America in a principal amount always not less than the total amount of uninvested money in the Escrow Account. It is understood and agreed that the responsibility of the Escrow Agent under this Agreement is limited to the safekeeping and segregation of the monies and securities deposited with it for the Escrow Account, and the collection of and accounting for the principal and interest payable with respect thereto.

In the event the Escrow Agent due to any action or inaction required hereunder is unable or fails to account for any property held hereunder, such property shall be and remain the property of the County. Property held by the Escrow Agent hereunder shall not be deemed to be a banking deposit of the County to the extent that the Escrow Agent shall have no right or title with respect thereto (including any right of set-off) and the County shall have no right of withdrawal thereof.

c) Liability. The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of any of its obligations, or to protect any of the County's rights under any bond proceeding or any of the County's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, as escrow agent, or for any mistake of fact or law, or for anything which it may do or refrain from doing in good faith and in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, except for its negligence or its willful misconduct. The Escrow Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein, including

without limitation those as to the sufficiency of the trust deposit to accomplish the purposes hereof or in the Refunded Obligations or the Refunding Obligations or in any proceedings taken in connection therewith, but they are made solely by the County.

d) Resignations; Successor Escrow Agent. The Escrow Agent may at any time resign by giving not less than 60 days written notice to the County. Upon giving such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor escrow agent of comparable qualifications to those of the resigning Escrow Agent. The resignation of the Escrow Agent shall take effect only upon the appointment of a successor escrow agent and such successor escrow agent's acceptance of such appointment.

Any successor escrow agent shall be a state or national bank, have full banking and trust powers, and have a combined capital and surplus of at least \$5,000,000.

Any successor escrow agent shall execute, acknowledge and deliver to the County and to its predecessor escrow agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor escrow agent shall become effective and such successor escrow agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as escrow agent herein; but nevertheless, on written request of the County or on the request of the successor escrow agent, the escrow agent ceasing to act shall execute and deliver an instrument transferring to such successor escrow agent, upon the terms herein expressed, all the rights, power, and duties of the escrow agent so ceasing to act. Upon the request of any such successor escrow agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. Any predecessor escrow agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

e) Fees. The Escrow Agent acknowledges receipt from the County of the sum of _____ DOLLARS (\$_____) as and for full compensation for all services to be performed by it as the Escrow Agent under this Agreement. Any out-of-pocket expenses including legal fees and publication costs will be paid by the County as incurred. The Escrow Agent expressly waives any lien upon or claim against the monies and investments in the Escrow Account.

7. Arbitrage. The County has covenanted and agreed and the Escrow Agent hereby covenants and agrees, to the extent any action is within its control and to its knowledge, to and for the benefit of the holders of the Refunding Obligations and the Refunded Obligations, that no investment of the monies on deposit in the Escrow Account will be made in a manner that would cause the Refunding Obligations or the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") or any Regulations promulgated or proposed thereunder (the "Regulations").

In order to ensure continuing compliance with Section 148 of the Code and the Regulations, the Escrow Agent agrees that it will not invest the cash balance nor reinvest any cash received in payment of the principal of and interest on the federal securities held in the Escrow Account nor redeem such federal securities except as specifically provided in Sections 3 and 8 hereof. Said prohibition on reinvestment shall continue unless and until the County requests that such reinvestment be made and shall be restricted to noncallable direct obligations of the United States Treasury. Prior to any such request for reinvestment of the proceeds from the federal securities held in the Escrow Account, the County shall provide to the Escrow Agent: (i) an opinion by an independent certified public accounting firm that after such reinvestment the principal amount of the substituted securities, together with the earnings thereon and other available monies, will be sufficient to pay, as the same become due, all principal of, redemption premium where required, and interest on the Refunded Obligations which have not then previously been paid, and (ii) an unqualified opinion of nationally recognized bond counsel to the effect that (a) such reinvestment will not cause the Refunding Obligations or the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations in effect thereunder on the date of such reinvestment, and (b) such reinvestment complies with the Constitution and laws of the State of Wisconsin and the provisions of all relevant documents relating to the issuance of the Refunding Obligations and the Refunded Obligations.

8. Substitute Investments. At the written request of the County and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to request the redemption of the SLGs and to substitute direct obligations of, or obligations which are unconditionally guaranteed by, the United States of America, which are not subject to redemption prior to maturity and which are available for purchase with the proceeds derived from the disposition of the SLGs on the date of such transaction. The Escrow Agent shall purchase such substitute obligations with the proceeds derived from the sale, transfer, disposition or redemption of the SLGs. The transactions may be effected only by simultaneous sale and purchase transactions, and only if (i) the amounts and dates on which the anticipated transfers from the Escrow Account to the fiscal agent or depository for the payment of the principal of and interest on the Refunded Obligations will not be diminished or postponed thereby, (ii) the Escrow Agent shall receive, at the expense of the County, an opinion of a nationally recognized firm of attorneys experienced in the area of municipal finance to the effect that such disposition and substitution would not cause any Refunded Obligations or Refunding Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder; and (iii) the Escrow Agent shall receive, at the expense of the County, a certification from an independent certified public accountant that, after such transaction, the principal of and interest on the U.S. government obligations in the Escrow Account will, together with other monies in the Escrow Account available for such purpose, be sufficient at all times to pay, when due, the principal of, redemption premium, where required, and interest on the Refunded Obligations.

The County hereby covenants that no part of the monies or funds at any time in the Escrow Account shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any Refunded Obligations or Refunding Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder.

9. Miscellaneous.

a) Third Party Beneficiaries. This Agreement has been entered into by the County and the Escrow Agent for the benefit of the holders of the Refunding Obligations and the Refunded Obligations, and is not revocable by the County or the Escrow Agent, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment and any redemption of the Refunded Obligations and interest thereon when due, in accordance with this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the County and the Escrow Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third party beneficiary contract for the benefit of the owners of the Refunding Obligations and the Refunded Obligations. Said third party beneficiaries shall be entitled to enforce performance and observance by the County and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if said third party beneficiaries were parties hereto.

b) Severability. If any section, paragraph, clause or provision of this Agreement shall be invalid or ineffective for any reason, the remainder of this Agreement shall remain in full force and effect, it being expressly hereby agreed that the remainder of this Agreement would have been entered into by the parties hereto notwithstanding any such invalidity.

c) Termination. This Agreement shall terminate upon the payment of all of the principal of and interest on the Refunded Obligations. The parties realize that some of the amounts hereunder may remain upon termination. Any amounts remaining upon termination shall be returned to the County for deposit in the account designated "Debt Service Fund Account for \$4,310,000 General Obligation Refunding Bonds, Series 2016A" created by the Resolution and used solely to pay the principal of and interest on the Refunding Obligations. Termination of this Agreement shall not, of itself, have any effect on the County's obligation to pay the Refunding Obligations and the Refunded Obligations in full in accordance with the respective terms thereof.

d) Indemnification. The County agrees to hold the Escrow Agent harmless and to indemnify the Escrow Agent against any loss, liability, expenses (including attorney's fees and expenses), claims, or demand arising out of or in connection with the performance of its obligations in accordance with the provisions of this Agreement, except for gross negligence or willful misconduct of the Escrow Agent. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Escrow Agent or the termination of the Agreement.

e) Governing Law. This Escrow Agreement shall be construed, interpreted and governed by and under the laws of the State of Wisconsin.

f) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the date first above written.

KEWAUNEE COUNTY, WISCONSIN

By: _____
Robert Weidner
Chairperson

(SEAL)

By: _____
Jamie Annoye
County Clerk

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN, as Escrow Agent

By: _____

(SEAL)

And: _____

(Refunded Obligations)

EXHIBIT A-1

Kewaunee County, Wisconsin
General Obligation Refunding Bonds
Dated November 13, 2007

Debt Service Requirements

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Interest Amount</u>	<u>Total Principal and Interest</u>
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(See Attached)

Bond Registrar
or Fiscal Agent:

Associated Trust Company, National Association
Green Bay, Wisconsin

EXHIBIT B-1

U.S. TREASURY SECURITIES

(State and Local Government Series)

For Delivery June 1, 2016

<u>Type</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Coupon Rate</u>	<u>Cost</u>
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(See Attached Subscription Forms)

EXHIBIT C-1

AUTHORIZED ISSUANCE EXPENSES

Escrow Agent,
Associated Trust Company, National Association, Green Bay, Wisconsin \$ _____

Legal Opinion,
Quarles & Brady LLP, Milwaukee, Wisconsin _____

Rating Fee,
Standard & Poor's, New York, New York

Fiscal Agent,
Associated Trust Company, National Association, Green Bay, Wisconsin _____

Total: \$ _____

EXHIBIT D-1

ESCROW ACCOUNT CASH FLOW

(SEE ATTACHED)

EXHIBIT E-1

NOTICE OF FULL CALL*

KEWAUNEE COUNTY, WISCONSIN
GENERAL OBLIGATION REFUNDING BONDS
DATED NOVEMBER 13, 2007

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on May 1, 2017 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
05/01/2018	\$370,000	4.00 %	492820DH5
05/01/2019	380,000	4.00	492820DJ1
05/01/2020	400,000	4.125	492820DK8
05/01/2021	510,000	4.25	492820DL6
05/01/2022	530,000	4.25	492820DM4
05/01/2023	370,000	4.25	492820DN2
05/01/2024	385,000	4.25	492820DP7
05/01/2025	400,000	4.25	492820DQ5
05/01/2026	420,000	4.25	492820DR3
05/01/2027	440,000	4.25	492820DS1

Upon presentation and surrender of said Bonds to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on May 1, 2017.

By Order of the
County Board of Supervisors
Kewaunee County
County Clerk

Dated _____

* To be provided to Associated Trust Company, National Association, Green Bay, Wisconsin at least thirty-five (35) days prior to May 1, 2017. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days prior to May 1, 2017 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org. Notice shall also be provided to Ambac Assurance Corporation, or any successor, the bond insurer of the Bonds.

EXHIBIT F-1*

NOTICE OF PARTIAL ADVANCE REFUNDING AND REDEMPTION
OF THE GENERAL OBLIGATION REFUNDING BONDS, DATED NOVEMBER 13, 2007
OF KEWAUNEE COUNTY, WISCONSIN (THE "BONDS")

Notice is given that the Bonds described below (the "Refunded Obligations") of Kewaunee County, Wisconsin (the "County") have been advance refunded by the County pursuant to an Escrow Agreement dated the 1st day of June, 2016 between the County and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Escrow Agent").

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
05/01/2018	\$370,000	4.00 %	492820DH5**
05/01/2019	380,000	4.00	492820DJ1**
05/01/2020	400,000	4.125	492820DK8**
05/01/2021	510,000	4.25	492820DL6**
05/01/2022	530,000	4.25	492820DM4**
05/01/2023	370,000	4.25	492820DN2**
05/01/2024	385,000	4.25	492820DP7**
05/01/2025	400,000	4.25	492820DQ5**
05/01/2026	420,000	4.25	492820DR3**
05/01/2027	440,000	4.25	492820DS1**

The County has instructed the Escrow Agent to call the Refunded Obligations for redemption on May 1, 2017. The County has irrevocably deposited United States government securities and cash in escrow with the Escrow Agent in an amount which, together with investment income on it, is sufficient to pay the interest on the Refunded Obligations up to and including May 1, 2017 and to redeem the Refunded Obligations on May 1, 2017 at a price of par plus accrued interest to May 1, 2017. Interest on the Refunded Obligations will cease to accrue on May 1, 2017.

Dated: June 1, 2016.

Associated Trust Company, National Association
as Escrow Agent

* Within ten business days after the closing for the Refunding Obligations, notice shall be provided to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org. Notice shall also be provided to Ambac Assurance Corporation, or any successor, the bond insurer of the Bonds.

** Indicates refunding of full CUSIP.

Kewaunee County Sexual Offender Residency Ordinance

- 1.01 Findings and Intent
 - 1.02 Authority
 - 1.03 Definitions
 - 1.04 Original Domicile Restriction
 - 1.05 Property Owners Prohibited from Renting Real Property to Certain Sexual Offenders and Sexual Predators
 - 1.06 Appeal
 - 1.07 Penalties
 - 1.08 Severability
-

- 1.01 Findings and Intent. Chapter 980 of the Wisconsin Statutes provides for the civil commitment of sexually violent persons, a more dangerous type of sex offender due to their likelihood to reoffend, and specifically, Wis. Stat. § 980.08 provides for the supervised release of such persons into the community.

Kewaunee County places a high priority on maintaining public safety through highly skilled and trained law enforcement as well as dependency on laws that deter and punish criminal behavior.

Kewaunee County finds and declares that sexually violent persons are a serious threat to public safety. When sexually violent persons reenter society, they are much more likely than any other type of offender to be rearrested for a new rape or sexual assault. Given the high rate of recidivism for sexually violent persons and that reducing opportunity and temptation is important to minimizing the risk of reoffense, there is a need to protect children where they congregate or play in public places in addition to the protections afforded by state law near schools and daycare centers. Kewaunee County finds and declares that, in addition to schools and daycare centers, children congregate or play in a number of public places, including public parks and houses of worship.

This section is a regulatory measure aimed at protecting the health and safety of children in Kewaunee County from the risk that sexually violent persons may reoffend in locations close to their residences. It is the intent of this Ordinance to serve the Kewaunee County's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of Kewaunee County by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexually violent persons are prohibited from establishing temporary or permanent residence; and by creating child safety zones where children regularly congregate in concentrated numbers wherein

access by certain sexually violent persons to such zones shall be restricted or excluded.

1.02 Authority. This Ordinance is enacted under the authority of Wis. Stat. §§59.54(6) and (22).

1.03 Definitions. As used in this section, and unless the context requires otherwise:

- (1) “Facility for children” means a public or private primary or secondary school; a church, synagogue, or house of worship; a group home, as defined in Wis. Stat. § 48.02(7); a residential care center for children or youth, as defined in Wis. Stat. § 48.02(15d); a daycare center licensed under Wis. Stat. § 48.65; a daycare program established under Wis. Stat. § 120.13(14); or a daycare provider certified under Wis. Stat. § 48.651.
- (2) “Loiter” or “Prowl” shall mean:
 - (a) Remaining in any one place with no apparent purpose in a manner unusual for law-abiding citizens; and
 - (b) The person's behavior is alarming in nature.
 - (c) Alarming in nature is presumed if the defendant flees, conceals himself/herself or any object, or refuses to identify himself/herself when a law enforcement officer appears.
- (3) “Permanent residence” means the place where a person sleeps, abides, lodges, or resides for 14 or more consecutive days or which qualifies as a residence under the laws of the State of Wisconsin, and may be mobile or transitory.
- (4) “Sex Offense” shall mean a violation, or the solicitation, conspiracy, or attempt to commit a violation of Wis. Stat. §§940.22 (2), 940.225 (1), (2) or (3), 944.06, 948.02 (1) or (2), 948.025, 948.05, 948.051, 948.055, 948.06, 948.07 (1) to (4), 948.075, 948.08, 948.085, 948.095, 948.11 (2) (a) or (am), 948.12, 948.13, or 948.30, of §940.302 (2) if §940.302 (2) (a) 1. b. applies, or of §§940.30 or 940.31 if the victim was a minor and the person who committed the violation was not the victim's parent.
- (5) “Sexual Offender” shall mean a person who was convicted, adjudicated or found not guilty or not responsible by reason of mental disease or defect of a sex offense or of the law of another state that is comparable to a Wisconsin sex offense and is required to comply with the reporting requirements of Wis. Stat. §301.45.

- (6) “Sexually violent person” shall mean a person who was subject to a petition under Wis. Stat. §980.02 and was determined by a court or jury to be a sexually violent person as that term is defined under Wis. Stat. §980.01(7) and was committed to the custody of the State of Wisconsin Department of Health Services for control, care and treatment.
- (7) “Temporary residence” means residence or premises meeting any of the following criteria:
 - (a) A place where the person sleeps, abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not that person’s permanent residence as defined in this section;
 - (b) A place where the person routinely sleeps, abides, lodges or resides for a period of four or more consecutive or nonconsecutive days in any month and which is not that person’s permanent residence as defined in this section; or
 - (c) A place where a person sleeps, or which qualifies as a temporary residence under the holdings of the Wisconsin Supreme Court, and which may include more than one location, and may be mobile or transitory.

1.04 Original Domicile Restriction.

- (1) *Residency Prohibited.* No sexually violent person shall be permitted to reside in Kewaunee County, and no supervised release of such sexually violent person shall be established in Kewaunee County, unless the sexually violent person was domiciled in Kewaunee County at the time of the Wis. Stat. Ch. 980 commitment or the person previously resided in Kewaunee County for over five years.
- (2) *Exemptions.* A sexually violent person does not commit a violation of this section if any of the following apply:
 - (a) The sexually violent person is required to serve a sentence or is otherwise involuntarily required to reside in a jail or other correctional institution or mental facility.
 - (b) The sexually violent person has established a residence prior to the effective date of the ordinance codified in this section.
 - (c) The sexually violent person is a minor or ward under guardianship.
 - (d) The residence is also the primary residence of the person’s parents, grandparents, siblings, spouse, or child; provided, that such parent, grandparent, sibling, spouse, or child established the residence at least five years before the designated sexually violent person established residence at that location.

- 1.05 Property Owners Prohibited from Renting Real Property to Certain Sexual Offenders and Sexual Predators. It is unlawful for a property owner to let or rent any place, structure, or part thereof, trailer, or other conveyance, if the property owner knows or should have known that it will be used as a permanent or temporary residence by any sexually violent person prohibited from establishing such residence by this Ordinance.
- 1.06 Loitering.
- (1) *Unlawful to Loiter or Prowl.* It is unlawful for a sexually violent person or a sexual offender to loiter or prowl within 500 feet of real property that supports or upon which there exists a facility for children, a public park, a public swimming pool, a public library, or a public recreational trail.
 - (2) *Measurement of Distance.* The distance of 500 feet shall be measured from the closest boundary line of the real property that supports or upon which there exists any of the uses enumerated in subsection (1) of this section to the closest boundary line of the real property where the sexually violent person or sexual offender is loitering or prowling.
- 1.07 Appeal. The residency restrictions of this section may be waived upon approval of the Kewaunee County Board of Supervisors through an appeal by the affected sexually violent person. Such appeal shall be made in writing to Kewaunee County Clerk, who shall forward the request to the Law Enforcement/Emergency Management Committee and the Sheriff. The Sheriff shall forward a report on the appeal request to the Law Enforcement/Emergency Management Committee. The Law Enforcement/Emergency Management Committee will convene within 30 days of the appeal being filed with the Clerk to hear from the Sheriff and the affected sexually violent person or their counsel. After deliberation, the Law Enforcement/Emergency Management Committee shall forward a recommendation to the Kewaunee County Board of Supervisors, who shall act on the recommendation at their next regularly scheduled meeting. A written copy of the decision shall be provided to the affected sexually violent person by Kewaunee County Clerk. The Law Enforcement/Emergency Management Committee may reject a waiver request when the request is filed with Kewaunee County Clerk within 90 days of denial by the committee of a prior identical waiver request of the requester, absent a change in circumstances.
- 1.08 Penalties. Any person found guilty of violating this section shall be penalized by a forfeiture not less than \$300.00 and not to exceed \$1,000. Each day a sexually violent person maintains a residence in violation of this section constitutes a separate violation. Kewaunee County may also seek equitable relief.
- 1.09 Severability. Should any portion of this section be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this section shall not be affected.

Kewaunee County Clerk 2015 Annual Report



Honorable County Board Members:

I am currently serving my 4th year in my first term as County Clerk since being elected in 2012. I will be up for election again in the November election and have decided to run for another term. I would very much appreciate your support. Bev Dolski, Janine Bowers and Debbie Miller are my staff members. I am very lucky to have these knowledgeable, hardworking, dedicated ladies in my office.

My goals for myself and my staff this year are to continue to offer quality service to the citizens of Kewaunee County. I would also like to work on cross training my staff, especially in the payroll area. In 2015, I was able to accomplish my goal of obtaining the IMS 21 software to help our office and other county offices in the process of transitioning our records and reports to electronic format. As I have previously stated, this will allow for a more efficient way to produce and find documents. It will also minimize the amount of storage needed and reduce costs of supplies in paper, ink cartridges, and storage folders. Thanks to the Human Service department and our IT Director who all helped to make this possible. We will have a lot of work ahead of us scanning all of the documents into the system. I am hoping to start the scanning process as soon as we are able too, unfortunately we do have an extremely busy election year with 4 countywide elections. This will make it difficult to find any extra time for scanning, but I am looking into different avenues for this.

The County Clerk's Office has a set of duties that are established either by State Statutes or by the County Board. A major portion of our work comes from the financial and payroll functions that we take care of for the county. Another significant duty of our office is to run the County Elections. We are a provider for all 14 of Kewaunee County's municipalities. This means we handle all entering and reporting for the municipalities to the state for them.

Some of the other activities that the County Clerk's Office is involved with are: preparation of County Board meeting packets, minutes and agendas; posting of committee packets, minutes and agendas; training municipal clerks; issuance of marriage licenses and domestic partnerships; issuance of passports, hunting licenses, fishing licenses, renewal of ATV and boat registrations; distribution of dog licenses; issuance of 1099s, W-2s, and W-9 tax forms; UPS pickup/delivery; mail organization/contact; and issuance of temporary license plates. The County Clerk's Office prepares the County Tax Apportionment. We also prepare and publish the County Directory, County Board Proceedings and the Statistical Report of Property Values. Lastly we act as a checks and balance to the County Treasurers office co-balancing the flex spending accounts and the county tax certificates.

I would like to thank the County Board for its support. Please feel free to call or stop in the County Clerk's Office at any time to request reports or any information to aid you in your decision-making. My staff and I will be happy to serve you!

Sincerely,

Jamie Annoye
Kewaunee County Clerk

2015 COUNTY CLERK'S OFFICE ANNUAL REPORT
MISCELLANEOUS ITEMS

107 Marriage Licenses issued - (102 issued in 2014)

State share (\$25 per license)	\$2,675.00
County share (\$29.50 per license)	\$3,156.50
Divorce Counseling Services Fund (\$20 per license)	\$2,140.00
Clerk Fee (.50 per license)	\$53.50

0 Domestic Partnerships or Terminations issued - (1 termination issued in 2014)

State share (\$25.00 per partnership)	\$.00
County share (29.50 per partnership)	\$.00
Counseling Services Fund (\$20.00 per partnership)	\$.00
Clerk Fee (.50 per partnership)	\$.00

29 - 5-Day waivers issued - (17 issued in 2014)

County Share (\$10.00 per waiver)	\$290.00
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Total Fees Collected	\$8,315.00
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133 Temporary Plates Issued - (167 issued in 2014)

County share (\$5.00)	\$665.00
Remitted to State (registration fee, sales tax, temporary license plate fee, & title fee)	\$27,867.05

Total Fees Collected	\$28,532.05
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Department of Natural Resources Fees

Agent Fees	\$77.15
Transaction Fees	\$53.00

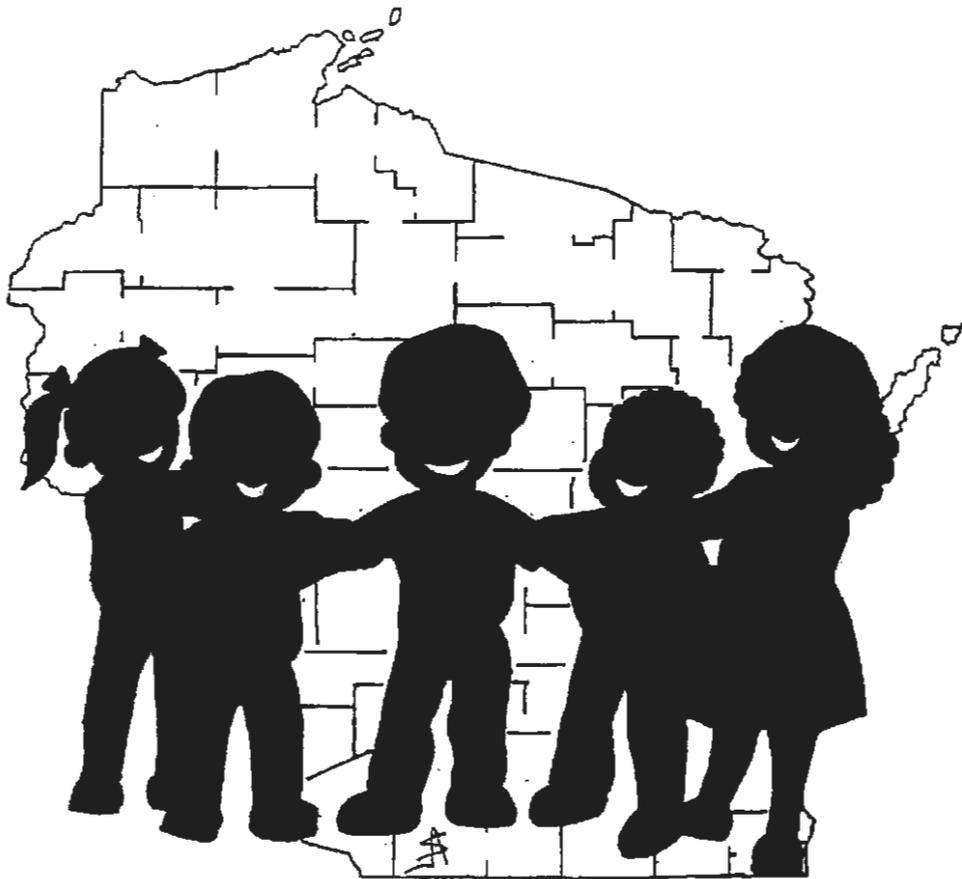
Total Fees Collected	\$130.15
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232 Passports Issued - (150 issued in 2014)

Passport fees (adult, children & expedited fees)	\$23,329.10
County Share (\$25.00 per passport issued)	\$5,775.00

Total Fees Collected	\$29,104.10
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2015
Annual Report
of the
Kewaunee County
Child Support Agency



*The Honorable Chairman
and Members of the
Kewaunee County
Board of Supervisors for
Kewaunee County, Wisconsin*

Dear County Board Members:

*The following is a report of all financial and statistical
transactions of the Kewaunee County Child Support
Agency for the period of January 1, 2015 through
December 31, 2015.*

Sincerely,



*Cindy Kudick
Kewaunee County
Child Support Coordinator*

STAFFING

CHILD SUPPORT OFFICE

	HOURS	
	<u>2015</u>	<u>2014</u>
Cindy Kudick – Coordinator (full time)	2,080.00	2,080.00
Mary Holly – Specialist (full time)	2,080.00	2,080.00
Tammy Malach – Financial Worker (full time)	<u>2,080.00</u>	<u>2,080.00</u>
TOTAL	6,240.00	6,240.00

FAMILY COURT COMMISSIONER'S OFFICE

	HOURS	
	<u>2015</u>	<u>2014</u>
William J. Wolske – Family Court Commissioner (part time)	67.00	87.90
Family Court Commissioner Secretary (part time)	<u>96.70</u>	<u>96.70</u>
TOTAL	163.70	184.60

STAFFING (continued)

CORPORATION COUNSEL'S OFFICE

	<i>HOURS</i>	
	<u>2015</u>	<u>2014</u>
Jeffrey Wisnicky – Corporation Counsel (part time)	48.00	48.00
Jamie Yunk – Clerk-Typist (part time)	<u>12.00</u>	<u>12.00</u>
<i>TOTAL</i>	<i>60.00</i>	<i>60.00</i>

SHERIFF'S OFFICE

	<i>HOURS</i>	
	<u>2015</u>	<u>2014</u>
Matthew Joski – Sheriff (part time)	4.00	14.50
Mark Jandrin – Court Security Officer	<u>87.30</u>	<u>85.95</u>
<i>TOTAL</i>	<i>91.30</i>	<i>100.45</i>

STAFFING (continued)

CLERK OF CIRCUIT COURT'S OFFICE

	<i>HOURS</i>	
	<u><i>2015</i></u>	<u><i>2014</i></u>
Rebecca Deterville – Clerk of Circuit Court (part time)	236.00	204.60
Kaye Kratz – Deputy Clerk of Circuit Court (part time)	<u>924.50</u>	<u>864.50</u>
<i>TOTAL</i>	<i>1,160.50</i>	1,069.10

2015 TOTAL TIME INVESTED ***7,715.50 HOURS***

2014 Total Time Invested – 7,654.15 Hours

CHILD SUPPORT CASES

CATEGORICAL BREAKDOWN

<u>CASE TYPE</u>	<u>2015</u>	<u>2014</u>
AFDC / W-2	34	36
Substitute Care (Foster Care)	30	47
Non-AFDC	405	379
Medicaid Only	253	277
Arrears Only	34	39
Non IV-D *	<u>150</u>	<u>143</u>
<i>CASE TOTAL</i>	<i>906</i>	<i>921</i>

* Non IV-D cases: Child, family, or spousal support cases for which no child support enforcement case has been opened with Kewaunee County Child Support.

CHILD SUPPORT COLLECTIONS

<i>SOURCE OF COLLECTION</i>	<i>AMOUNT</i>
Federal Tax Refund	\$ 98,095.94
State Tax Refund	\$ 37,113.42
Unemployment Compensation	\$ 35,879.58
Income Withholding	\$2,053,871.36
Other States	\$ 16,543.82
Other Sources	<u>\$ 232,797.94</u>
<i>2015 TOTAL COLLECTIONS</i>	<i>\$2,474,302.06</i>

2014 Total Collections - \$2,408,981.50

COLLECTIONS DISTRIBUTION

<i>RECIPIENT</i>	<i>AMOUNT</i>
Collections forwarded to other States	\$ 16,224.44
State Assistance Reimbursement	\$ 35,835.42
Medical Support	\$ 38,039.62
IV-D Families	\$1,917,846.29
Non IV-D Families	<u>\$ 466,356.29</u>
<i>2015 TOTAL COLLECTIONS DISTRIBUTED</i>	<i>\$2,474,302.06</i>

CHILD SUPPORT PROGRAM FISCAL SUMMARY

COUNTY OFFICE

CLAIMED COSTS

	<u>2015</u>	<u>2014</u>
Child Support Agency	\$217,822.34	\$223,069.32
Family Court Commissioner	\$ 4,514.48	\$ 5,512.73
Corporation Counsel	\$ 2,747.12	\$ 2,854.73
Sheriff	\$ 3,841.90	\$ 4,513.75
Clerk of Circuit Court	<u>\$ 32,566.42</u>	<u>\$ 29,234.19</u>
TOTAL	\$261,492.26	\$265,184.72

2015 REIMBURSEMENT TO KEWAUNEE COUNTY

SOURCE

AMOUNT

Administrative Costs	\$222,826.88
County Cooperative Agreements	\$ 28,894.68
Program Base Funding	\$ 27,206.00
Medical Support Incentives	<u>\$ 5,121.83</u>
TOTAL	\$284,049.39

2015 Revenues - \$284,049.39

2014 Revenues - \$251,985.75



The Kewaunee Economic Development Corporation (KCEDC) works pro-actively to retain, expand, develop and attract businesses that strengthen the economy of Kewaunee County. As the economy and markets transition, KCEDC helps businesses and local communities prepare and partner for change and progress.

Our Mission: We help CREATE!
*Cooperation, Retention, Expansion,
Attraction, Training & Encouragement.*



inside

KCEDC 2015 Highlights
Kewaunee Harbor Revitalization
Lakeshore Wisconsin Manufacturing Initiative

Best of The County
Taste of The County

Kewaunee County Economic Development Corporation

2015 Highlights

The KCEDC Board of Directors continually seeks to improve the economic well-being and quality of life of the community by sustaining and growing business and workforce, as well as creating value-added programming. KCEDC is proud to provide the following key highlights from 2015:

- Launched a collaborative initiative focused on restoring and revitalizing the City of Kewaunee's harbor, successfully secured \$4.2M from the Harbor Assistance Program in the Wisconsin State budget. Developed a plan to attract new development to the City of Kewaunee's waterfront.
- Served 57 businesses (ranging from 2 to 200 employees) with project specific requests in areas including, economic development incentives, site location, financing, workforce development issues and grants.
- Teamed up with Door County Economic Development Corporation to organize a joint delegation from Door and Kewaunee Counties for Door/Kewaunee Legislative Days in Madison. The collective effort raised awareness for issues relevant to Door and Kewaunee Counties in Madison.
- Partnered with Progress Lakeshore to secure and leverage a US Economic Development Administration grant and implemented a \$180,000 project to capture and maximize business opportunities for economic growth.
- Partnered with Progress Lakeshore to launch a regional project designed to identify new market opportunities for manufacturers operating in a five county region in and surrounding Kewaunee County.

KCEDC RIDING THE WAVE OF SUCCESS

When Governor Walker signed the State of Wisconsin's 2015 -2017 State Budget on July 12th, cheers were heard throughout Kewaunee County. Governor Walker's budget included \$4.2 M to restore and revitalize Kewaunee's harbor. The game changing award signifies the prospect for growth and opportunity for change in the City of Kewaunee and the entire county.



The success of the "Kewaunee Harbor Project" award cannot be attributed to one individual but a series of strategic partnerships led by the City of Kewaunee and the Kewaunee County Economic Development Corporation (KCEDC). Over one-year ago, the city and KCEDC launched an initiative focused on kick starting the local economy after the loss of the county largest employer. With the support and leadership of Representative Joe Kitchens and Senator Frank Lasee, Kewaunee County's unique economic challenges were brought to light in Madison. Local and state elected officials recognized that the economic revitalization of Kewaunee's harbor was a key component to aligning the county for economic success!

The Kewaunee County Economic Development Corporation Board of Directors is pleased to have partnered with the City of Kewaunee on such high-impact economic development project. The investment will not only repair failing infrastructure but also build new community assets, such as the planned boardwalk and improved Kewaunee Lighthouse, creating waterfront destination for residents and tourists alike. KCEDC continues involvement in the development of the adjacent 3.5 acre waterfront site (former Klockner KHS Inc. property), which could potentially generate an additional investment of \$10M.

KCEDC thanks community sponsors supporting the Kewaunee Harbor Project including:

Kewaunee Rotary Union State Bank Baylake Bank Salmon's Meat Products
Kewaunee Chamber Bob Liebeck Accurate Marine & Storage

For further information on this project, please contact:

*Jennifer Brown
920.255.1661
brownjk@kcedc.org*

Visit www.kcedc.org for the full report.

KCEDC Partners on Lakeshore Wisconsin Manufacturing Initiative

Progress Lakeshore Inc. and the Kewaunee County Economic Development Corporation (KCEDC) unveiled a new on-line supply chain mapping tool: Lakeshore Wisconsin Manufacturing Supply Chain.

The new supply chain networking site is part of a larger regional initiative, the Lakeshore Wisconsin Manufacturing Initiative, to help local manufacturers identify new supplier and market opportunities in key local industries. The new supply chain connector website can be accessed at WWW.KCEDC.ORG. It is designed to help local companies find new suppliers and new customers that are closer to home.

KCEDC's Jennifer Brown stated: "Our region is a global leader in manufacturing. Some of the world's most innovative companies are based right here in Northeast Wisconsin and they are anchors of our economy." The study notes that local manufacturers employ more than 37,000 people and that these jobs account for 30% of total employment—a rate that is nearly 3x larger than the national average.

"In addition to the website, Progress Lakeshore and KCEDC also released an extensive report that provides additional background on local supply chains in targeted manufacturing sectors including cheese manufacturing, plastics prod-

ucts manufacturing, metalworking and machine shops, and cutlery, utensil, pot, and pan manufacturing. As Brown noted, "We chose these sectors because they are important players and have good growth potential. When you include their broader supply chains, these industries account for a large share of local manufacturing. Overall—there are more than 800 local manufacturers in our database."

This research is the first such study undertaken in Wisconsin, and has been backed with outside investment from the U.S. Economic Development Administration and the Wisconsin Economic Development Corporation.

BEST of KEWAUNEE COUNTY Recognizes Excellence in Business

The Kewaunee County Economic Development Buy Local recognized excellence in business by presenting awards for the "Best of Kewaunee County" in 2015! Hundreds of votes were received during the month of April recognizing numerous outstanding businesses throughout the local community. Consumers particularly wanted to celebrate the following top-notch businesses for their significant role in making Kewaunee County GREAT! Please, personally visit and congratulate these Kewaunee County businesses. Encourage them to share their success and continue their outstanding work!



- BEST BURGER - Joe Rouer's Bar
- BEST FISH PLATE - Billy's on Main
- BEST RETAIL (CLOTHING/JEWELRY, FLOWERS/GIFTS) - Rocks of Ages
- BEST RETAIL (HOME/RECREATIONAL PRODUCTS) - Simonar Sports
- BEST AUTO SALES OR REPAIR - Algoma Motors, Inc.
- BEST CUSTOMER SERVICE - Sanctuary Salon
- BEST COFFEE/BAKERY - Amy's Coffee House
- BEST SALON/BARBER - Sanctuary Salon
- BEST CHARTER - Fishin' Magician Charters
- BEST VETERINARIAN/GROOMER - 4 Legged Friends Vet Clinic



Amazing Flavors and Record Attendance!

Taste of the County Rapidly Becomes a Signature Event for the Area



Parallel 44, Kewaunee



The Rendezvous - Luxemburg

Over 300 business and community members from the region, gathered to celebrate the local food and drink offerings from Kewaunee County at the 7th Annual Taste of the County at the Kewaunee County Fairgrounds on October 21st 2015!

The Kewaunee County Economic Development Buy Local showcased twenty-five food and beverage businesses with enormous selections of palette pleasing samples from savory soups to mouth-watering sweets. This successful celebration of diverse culinary and beverage merchants in Kewaunee County was a stage for the existing and emerging talents in the area.

Events like the Taste of the County provide an opportunity to highlight the talents and strengths of the local business community, as well as the assets of the county.

The Kewaunee County Economic Development Corporation extends its thanks to sponsors and participants. Proceeds from the event will help advance grassroots economic development initiatives in Kewaunee County. (photos included: Ahnapsee Brewery, North Water Bakery, Parallel 44, Stodola's IGA, The Rendezvous of Luxemburg & Village Kitchen)

What better way to enjoy what the restaurants of Kewaunee County have to offer!
October 21st, 2015 • 5:30 pm-8:00 pm

Kewaunee County Fair Grounds, 625 3rd St, Luxemburg

LOCAL FOOD & BEVERAGE SUPPLIERS

Ahnapsee Brewery	The Cork Restaurant & Pub	Ron's Wisconsin Cheese Inc
Southern Comfort Restaurant LLC	Kewaunee Custard & Grill	Rose's Family Restaurant
North Water Bakery & Deli	Ray Distributing Co.	Salmon's Meat Products Inc
von Sieck Winery	Lafonds Fish Market	Stodola's IGA
Village Kitchen	Burdick's Bar & Grill	ZaZa's Kitchen
Ronop Meats	Knoxa Dairy Store-Agropur	Triangle Distributing
Cold Country Vines & Wines	Northbrook Country Club	Flanigan Distributing Inc
Kewaunee County Dairy Promotion	The Rendezvous of Luxemburg	Janda's Bar & Grill
Parallel 44 Vineyard & Winery		

THANK YOU TO OUR SPONSORS:

100% of the proceeds for this event will go directly to the Kewaunee County Economic Development Buy Local. buylocalkewauneeconomy.org



Stodola's IGA - Luxemburg



North Water Street Bakery and Deli - Algoma



Cold Country Wines - Kewaunee



Ahnapsee Brewery - Algoma



Kewaunee County Economic Development Corporation
 PO Box 361
 Luxemburg WI 54217
EXECUTIVE DIRECTOR
 Jennifer K. Brown
 920-325-1661

PRIVATE SECTOR

Ignie Vincent, Chair
 NEW Plastics Corp.
Tom Wilson, Vice-Chair
 GreenStone Farm Credit Services

Tim Threl, Treasurer
 Bank of Luxemburg
Scott Bartolini
 Cornerstone Appraisal

BOARD OF DIRECTORS

Susan Connor
 The Flying Pig
Tom Kneiman
 Arcuate Marina & Storage

Jay Krieger
 Algoma Chamber of Commerce
Jim Smidel
 Investors Community Bank

PUBLIC SECTOR

Kewaunee County
 City of Algoma
 Village of Cassin
 City of Kewaunee



Kewaunee County Buy Local Presents

KEWAUNEE COUNTY BUSINESS SHOWCASE



LOCALS MEETING LOCALS



Find out what your local businesses can do for YOU

Sept. 14, 2016 (4pm-7pm)

Rendezvous • E0896 CR-N, Luxemburg, WI

All local consumers and business leaders invited.

Door prizes to be announced at 6:30pm (need not be present to win)

Any questions please contact Jennifer Brown at 920.255.1661 or email: brownjk@kcedc.org