

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

MONTH: JUNE

DATE: June 21, 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. Recognition - Retirement**
 - a. Kewaunee County Sheriff's Dept. – Chris Gulbrand**
- 7. Citizen's Input (maximum 3 minutes per appearance)
(20 minutes total per meeting)**
- 8. Appointments**
 - a. Groundwater Task Force**
 - b. Comprehensive Plan Liaison Contacts – Paape and Kirchman**
 - c. Commission on Aging – Noah and Bouche**
 - d. ADRC Board - Ravet**
- 9. Annual Reports and Other Reports to the Board as Requested by the
County Board or Committee:**
 - a. NWTC – Dr. Rafn**
 - b. Kewaunee County Library – Robert Entringer**
 - c. Kewaunee County Land & Water – Davina Bonness**
 - d. Peninsula Pride**
 - e. 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 (*no meeting*)**

11. Recess, if necessary
12. First Reading of Ordinance (vote to be taken at the next County Board meeting)
 - a. None
13. Consideration of Resolutions:
 - a. Resolution Approving Fairgrounds Lease Agreement
 - b. Just Fix It –Resolution Urging a Sustainable Funding Solution for Wisconsin’s Transportation System
 - c. Resolution Approving Transfer of Budgeted Funds – Project Phoenix
 - d. Resolution Awarding Dynamic Concepts LLC the Contract to Complete Feasibility Study – Project Phoenix
 - e. Resolution Approving Transfer of Budgeted Funds – Miscellaneous Budget Adjustments
 - f. Resolution Authorizing Acceptance of Donation and Approval of Donation Agreement
14. Consideration of Ordinance read at previous County Board Meeting
 - a. None
15. Communications:
 - a. Resolutions from Other Counties
 - b. Kewaunee County Events
16. Chair Comments
17. Set meeting date for next County Board Meeting
 - a. July 26, 2016 at 6:00 p.m. (tentative date – if needed)
 - b. August 16, 2016 at 6:00 p.m. (previously scheduled)
 - c. September 20, 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.

**MAY SESSION
KEWAUNEE COUNTY ADMINISTRATION CENTER
MAY 17, 2016**

Beginning at 5:00 PM, Administrator Feldt and Corporation Counsel Wisnicky led a training and orientation session on Parliamentary Procedure, Open Meetings Law, County Policies and County Finances.

Present: Supervisors Benes, Dobbins, Haske, Jahnke, Kirchman, Luft, Paape, Pagel, Paider, Rasmussen, Romdenne, Shillin, Sinkula, Teske, and Weidner.

Supervisor Doell arrived at 5:21 PM

Supervisor Wagner arrived at 5:38 PM

Supervisor Thomas arrived at 5:46 PM

Supervisor Cravillion arrived at 5:53 PM

Supervisor Mastalir was absent

Training Adjourned at 6:00 PM

The meeting of the Kewaunee County Board of Supervisors was called to order by the Kewaunee County Chairman, Robert Weidner, on May 17, 2016 at 6:03 PM.

The Pledge of Allegiance was recited, followed by prayer.

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

Supervisors Wagner moved and Pagel seconded to approve the County Board agenda. Supervisors Haske moved and Benes seconded to approve the previous County Board minutes. Motion carried.

Presentation of gavels to: Sally Reckelberg in memory of Gordon Reckelberg and to Ken Tebon. Boh Garfinkel, Ron Heuer and Bruce Heidmann were unable to attend.

Citizens Input:

None

APPOINTMENT

Pursuant to the provisions of Wisconsin Statutes 43.09(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

Scott Feldt, Kewaunee County Administrator

Supervisors Romdenne moved and Shillin seconded for confirmation. Motion carried.

ANNUAL REPORTS

Kewaunee County Clerk – Jamie Annoye
Kewaunee County Child Support – Cindy Kudick

REPORT

Kewaunee County Administrator – Scott Feldt

Committee Reports:

Highway/Solid Waste Committee - Supervisor Kirchman
Personnel, Advisory & Legislative Committee - Supervisor Weidner
Health and Vets Committee – Supervisor Paape
University Extension & Zoning Committee - Supervisor Romdenne
Land & Water Conservation Committee – Supervisor Pagel
Law Enforcement & Emergency Management Committee – Supervisor Sinkula
Finance & Public Property Committee - Supervisor Luft
Human Services Committee – Supervisor Shillin
Promotion & Recreation Committee – Supervisor Jahnke
Groundwater Task Force Committee – Supervisor Luft
Bay-Lake Regional Planning – No Minutes
Revolving Loan Fund Committee – Wisnicky

First Reading of Ordinance:

None

The Board recessed at 7:43 PM and reconvened at 7:55 PM.

Consideration of Resolutions:

RESOLUTION NO. 2-05-2016

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

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, in accordance with Section 65.90(5)(a), Wis. Stats., the amounts of the various appropriations and the purposes for such appropriations stated in a budget may not be changed unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and

WHEREAS, The Finance and Public Property Committee considered and hereby recommends acceptance of a Grant to assist the Algoma School District in promoting the increased consumption of fruits, vegetables and other nutrient dense foods by Algoma students; and

WHEREAS, the Finance and Public Property Committee recommends adjusting the budget to reflect additional revenue of \$6,297.53 from the acceptance of the Grant and additional expenses of \$6,297.53 to hire an LTE to fulfil the requirements of the Grant.

NOW, THEREFORE, BE IT RESOLVED, by the Kewaunee County Board of Supervisors duly assembled this 17th day of May 2016, that the Board approves and accepts the Grant Award and directs the Finance Director to adjust the budget accordingly; and

BE IT FURTHER RESOLVED, that within 10 days the County Clerk shall file a Class 1 notice of this transfer of budgeted funds.

Respectfully submitted,
Finance & Public Property Committee
HASKE, LUFT, MASTALIR, RASMUSSEN, ROMDENNE
and
Extension, Education & Zoning Committee
PAAPE, PAIDER, ROMDENNE, WAGNER

Supervisors Wagner moved and Romdenne seconded for adoption. Roll call vote: 19 ayes, 0 nays. Motion carried.

RESOLUTION NO. 3-05-2016

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

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, in accordance with Section 65.90(5)(a), Wis. Stats., the amounts of the various appropriations and the purposes for such appropriations stated in a budget may not be changed unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and

WHEREAS, The Finance and Public Property Committee considered and hereby recommends acceptance of a Grant to conduct a tabletop training exercise on the handling and transport of hazardous substances; and

WHEREAS, the Finance and Public Property Committee recommends adjusting the budget to reflect additional revenue of \$2,867 from the acceptance of the Grant and additional expenses of \$2,867 to hire a contractor and purchase supplies to fulfil the requirements of the Grant.

NOW, THEREFORE, BE IT RESOLVED, by the Kewaunee County Board of Supervisors duly assembled this 17th day of May 2016, that the Board approves and accepts the Grant Award and directs the Finance Director to adjust the budget accordingly; and

BE IT FURTHER RESOLVED, that within 10 days the County Clerk shall file a Class 1 notice of this transfer of budgeted funds.

Respectfully submitted,
Finance & Public Property Committee
HASKE, LUFT, MASTALIR, RASMUSSEN, ROMDENNE
and
Extension, Education & Zoning Committee
PAAPE, PAIDER, ROMDENNE, WAGNER

Supervisors Romdenne moved and Benes seconded for adoption. Roll call vote: 19 ayes, 0 nays. Motion carried.

RESOLUTION NO. 4-05-2016

**APPROVING THE REVOLVING LOAN FUND APPLICATION OF:
Thumb Knuckle Brewing, Inc.**

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, Kewaunee County created a revolving loan fund to encourage economic development in Kewaunee County; and

WHEREAS, Thumb Knuckle Brewing, Inc., has developed a business plan to operate a micro-brewery in the Town of Luxemburg; and

WHEREAS, Thumb Knuckle Brewing, Inc., has made application to the Revolving Loan Fund Committee for a loan to purchase brewing equipment and for working capital; and

WHEREAS, the Revolving Loan Fund Committee has considered the loan application and recommends approving a loan to Thumb Knuckle Brewing, Inc., under the following general terms:

Principal:	\$70,000.00
Interest:	3.5%
Repayment term:	7 years
Repayment schedule:	No payments the first year. Principal and interest payments the second and subsequent years.
Security/Collateral:	The loan is secured with a second position in the real estate and personal guarantees from Jesse Ledvina, Dain Trembl, & Edward Thiry.

NOW, THEREFORE, BE IT RESOLVED, that the Kewaunee County Board of Supervisors, duly assembled this 17th day of May 2016, that the Board hereby authorizes and approves the Loan Application of Thumb Knuckle Brewing, Inc.; and

BE IT FURTHER RESOLVED, the Revolving Loan Fund Administrator shall provide Thumb Knuckle Brewing, Inc., with notice the loan was approved and negotiate the final terms of the loan in a manner not inconsistent with the general parameters outlined above and the policies and procedures of the Kewaunee County Revolving Loan Fund Manual.

FISCAL IMPACT STATEMENT: \$70,000.00 loan to Thumb Knuckle Brewing, Inc.

Respectfully submitted,
Finance & Public Property Committee
HASKE, LUFT, MASTALIR, RASMUSSEN, ROMDENNE

Supervisors Haske moved and Luft seconded for adoption. Roll call vote: 19 ayes, 0 nays. Motion carried.

RESOLUTION NO. 5-05-2016

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

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, Greg Mariucci is indebted to the Kewaunee County Revolving Loan Fund as evidenced by a business note executed on August 1, 2006, written for the original sum of \$18,814; and

WHEREAS, the current outstanding balance is \$1,594.50 of principal and \$4,483.04 of interest for a total outstanding balance of \$6,077.54; and

WHEREAS, Greg Mariucci is in default for failing to pay as agreed; and

WHEREAS, the RLF Committee has given Mr. Mariucci every opportunity to make good on the business loan and at this time the RLF Committee has no confidence further accommodations will enable Greg Mariucci to make good on the loan; and

WHEREAS, the collateral securing the loan consists of antiquated printing equipment with limited marketability; and

WHEREAS, the Finance and Public Property Committee carefully considered and hereby recommends settling the Greg Mariucci loan for the sum of \$1,000 and writing-off the balance.

NOW, THEREFORE, BE IT RESOLVED, that the Kewaunee County Board of Supervisors, duly assembled this 17th day of May 2016, that the Board hereby approves accepting \$1,000.00 as a full and final settlement of the obligation of Greg Mariucci and directs the RLF Administrator to write-off the balance.

FISCAL IMPACT STATEMENT: Forgiveness of: \$594.50 in principal \$4,483.04 in interest

Respectfully submitted,
Finance & Public Property Committee
HASKE, LUFT, MASTALIR, RASMUSSEN, ROMDENNE

Supervisors Luft moved and Haske seconded for adoption. Roll call vote: 19 ayes, 0 nays. Motion carried.

RESOLUTION NO. 6-05-2016

RESOLUTION FOR 2012 DELINQUENT REAL ESTATE TAXES

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

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

<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 & Carrie	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 LUXEMBURG</u>			
31 146 NLP 52	Lelou, Richard	202	\$1,638.80

CITY OF ALGOMA

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

CITY OF KEWAUNEE

31 241 OTP 18	Harbour Portfolio VII LP	281	\$894.23
31 241 NW19 13-4	Witcpalek, Bruce	322	\$2,869.99

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

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

NOW, THEREFORE BE IT RESOLVED, by the Kewaunee County Board of Supervisors duly assembled this 17th day of May 2016, that the Board hereby authorizes, directs, and empowers the County Clerk of Kewaunee County to commence the process of acquiring Tax Deeds on behalf of the County on the property described above; and

BE IT FURTHER RESOLVED, the Board approves Title Trends, Inc., searching the title to each parcel of land above-described and report the ownership of the parcels, and mortgages, if any, to the County Treasurer; and

BE IT FURTHER RESOLVED, Title Trends, Inc., is directed to make a search of all the Owners and Mortgages of record and report OAA Liens, Federal and State Income Tax Liens, Judgments, Mechanics Liens, Small Claims Judgments and Indigent Legal Fees to the County Treasurer.

Respectfully Submitted,

FISCAL IMPACT STATEMENT: \$60.00 per parcel searched.

Finance & Public Property Committee
HASKE, LUFT, MASTALIR, RASMUSSEN, ROMDENNE

Supervisors Pagel moved and Wagner seconded for adoption. Roll call vote: 19 ayes, 0 nays. Motion carried.

RESOLUTION NO. 7-05-2016

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$4,280,000 GENERAL OBLIGATION REFUNDING BONDS
SERIES 2016A**

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County that:

Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of FOUR MILLION TWO HUNDRED EIGHTY THOUSAND DOLLARS (\$4,280,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. To evidence the obligation of the County, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, the Bonds aggregating the principal amount of FOUR MILLION TWO HUNDRED EIGHTY THOUSAND DOLLARS (\$4,280,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2016A"; shall be issued in the aggregate principal amount of \$4,280,000; shall be dated their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on May 1, 2026 shall be subject to redemption prior to maturity, at the option of the County, on May 1, 2025 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2016 through 2025 for the payments due in the years 2016 through 2026 in the amounts set forth on the Schedule. The amount of tax levied in the year 2016 shall be the total amount of debt service due on the Bonds in the years 2016 and 2017; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Bonds in the year 2016.

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

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

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

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$4,280,000 General Obligation Refunding Bonds, Series 2016A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The County Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the County above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the County and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. A portion of the proceeds of the Bonds shall be transferred to the Escrow Account in order to provide for payment of the Refunded Obligations, as provided in Section 18 hereof. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

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

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

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

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

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

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

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

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

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

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

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the County and on file in the County Clerk's office.

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

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

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

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

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

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

Upon transfer of the Bond Proceeds and any other necessary funds allocable to refunding the Refunded Obligations to the Escrow Account, the taxes heretofore levied to pay debt service on the Refunded Obligations shall be abated to the extent such transfer together with investment earnings thereon is sufficient to pay the principal of and interest on the Refunded Obligations, but such abatement shall not affect the County's pledge of its full faith, credit and resources to make such payments. The refunding escrow account created by the Escrow Agreement shall hereinafter serve as the debt service (or sinking) fund account for the Refunded Obligations. The Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

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

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

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

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

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

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

Respectfully Submitted,
Finance & Public Property Committee
HASKE, LUFT, MASTALIR, RASMUSSEN, ROMDENNE

Supervisors Luft moved and Wagner seconded for adoption. Roll call vote: 19 ayes, 0 nays. Motion carried.

Consideration of Ordinances:

ORDINANCE NO. 176-5-16

KEWAUNEE COUNTY SEXUAL OFFENDER RESIDENCY ORDINANCE

THE KEWAUNEE COUNTY BOARD OF SUPERVISORS DO HEREBY ORDAIN AS FOLLOWS:

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

The Kewaunee County Board of Supervisors, duly assembled this 17th day of May 2016, hereby adopt the Kewaunee County Sexual Offender Ordinance, as set forth in the attachment hereto.

Effective Date: This ordinance shall take effect upon passage and publication.

Respectfully submitted,
Personnel Committee
JAHNKE, KIRCHMAN, MASTALIR, PAAPE, PAGEL, ROMDENNE, SHILLIN, SINKULA, WEIDNER

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.

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.

- 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

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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.

Supervisors Romdenne moved and Paape seconded for adoption. Roll call vote: 19 ayes, 0 nays. Motion carried.

Communications:

Resolutions from other counties (6)

Kewaunee County Events:

Supervisor Pagel – Breakfast on the Farm on Father’s Day at Pagel’s Ponderosa

Supervisor Dobbins – VIP on Monday, July 4 – Smokehouse Jamboree

Chairman’s Comments:

Considering forming a subcommittee to work with Baylake Regional Planning and the cities and towns.

Supervisors Dobbins moved and Haske seconded that the August County Board Meeting will be held on August 16, 2016 at 6:00 p.m. Motion carried.

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

Board adjourned at 7:12 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 17, 2016.

Jamie Annoye, Kewaunee County Clerk



KEWAUNEE COUNTY BOARD OF SUPERVISORS

Robert Weidner-Chairman

Linda Sinkula-Vice-Chairman

I hereby appoint the following to the Kewaunee County Groundwater Task Force subject to County Board approval. This task force reports to the Land and Water Committee:

Term June 21, 2016 to December 31, 2016

Members Name

Classification

Cindy Kinnard	Kewaunee County Health Dept.
Ron Pailer	Kewaunee County Land & Water
Lee Luft (Chairman)	Kewaunee County Land & Water
Davina Bonness	Kewaunee County Land & Water
Tom Kleiman	Kewaunee County Business & KCEDC
Dick Swanson	Kewaunee County Concerned Citizens Group
Aerica Bjurstrom	Kewaunee County UW Extension Agriculture
Mary Ellen Dobbins	Kewaunee County Board
Bob Garfinkel	Citizen
Andy Wallander	Citizen
Randy Hallet	Citizen

Respectfully Submitted,

Robert Weidner
Kewaunee County Board Chairman



KEWAUNEE COUNTY BOARD OF SUPERVISORS

Robert Weidner-Chairman

Linda Sinkula-Vice-Chairman

June 21, 2016

Honorable Members of the Kewaunee County Board

I hereby appoint the following as Liaison contacts for the purpose of coordinating with other municipalities in drafting updated Comprehensive Plans subject to County Board approval:

Term June 21, 2016 to expire upon adoption of the County Comprehensive Plan

Gerald Paape

N8272 Maple Ct., Algoma, WI 54201

920-487-2292 or 920-255-0728

Representative of the Personnel, Advisory & Legislative Committee

Larry Kirchman

N7376 County Rd P, Algoma, WI 54201

920-837-2277 or 920-255-8250

Representative of the Personnel, Advisory & Legislative Committee

Respectfully submitted,

Robert Weidner

Kewaunee County Board Chairman



KEWAUNEE COUNTY ADMINISTRATOR'S OFFICE

Scott Feldt
County Administrator

June 21, 2016

Commission on Aging Appointment

TO: Honorable Members of the Kewaunee County Board:

Pursuant to Wisconsin Statutes 59.18(2)(c) and in accordance with Resolution No. 40-11-01 (adopted 11/27/01) and Wisconsin Statutes 46.82, I hereby make the following appointments to the Commission on Aging subject to County Board approval:

Term June 21, 2016 – December 31, 2017

Mary Noah
N7279 County Road P
Algoma, WI 54201

Term June 21, 2016 – December 31, 2018

Laurie Bouche
E2120 County Road X
Casco, WI 54205

Respectfully submitted,

Scott Feldt
Kewaunee County Administrator

Kewaunee County is an Equal Opportunity Employer

Kewaunee County
810 Lincoln Street
Kewaunee, WI 54216

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



KEWAUNEE COUNTY ADMINISTRATOR'S OFFICE

Scott Feldt
County Administrator

June 21, 2016

ADRC Board Appointment

To Honorable Members of the Kewaunee County Board:

Pursuant to the Aging and Disability Resource Center Services Agreement between Manitowoc County and Kewaunee County Article 2(b), I make the following appointment to the ADRC Board subject to County Board approval:

Consumer Representative
Term June 21, 2016 – December 31, 2017

Paul Ravet
821 Mary's Court
Luxemburg, WI 54217

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Scott Feldt".

Scott Feldt
Kewaunee County Administrator

Kewaunee County is an Equal Opportunity Employer

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810 Lincoln Street
Kewaunee, WI 54216

PHONE (920) 388-7164
FAX (920) 388-7101
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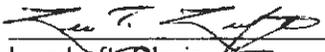
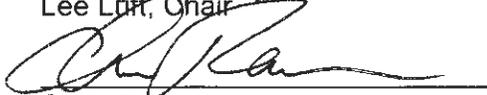
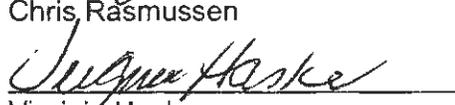
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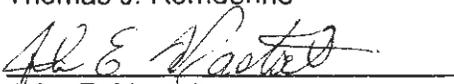
RESOLUTION APPROVING FAIRGROUNDS LEASE AGREEMENT

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Kewaunee County has made substantial investment in real property and improvements at
 2 the Fairgrounds site located in the Village of Luxemburg; and
 3
 4 **WHEREAS**, Kewaunee County remains committed to holding fairs and exhibitions to promote the
 5 general welfare of the citizens of Kewaunee County; and
 6
 7 **WHEREAS**, 2017 will mark the 100th annual Kewaunee County Fair hosted by the Kewaunee County
 8 Agriculture Association; and
 9
 10 **WHEREAS**, the Lease Agreement between Kewaunee County and the Kewaunee County Agriculture
 11 Association for the Fairgrounds site has not been updated since 1978; and
 12
 13 **WHEREAS**, the Finance and Public Property Committee considered and hereby recommends approving
 14 the updated Fairgrounds Lease Agreement attached hereto.
 15
 16 **NOW, THEREFORE BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly assembled
 17 this 21st day of June 2016, that the Board hereby approves the Fairgrounds Lease Agreement and
 18 directs the Kewaunee County Administrator to execute the same on behalf of Kewaunee County.
 19
 20 **BE IT FURTHER RESOLVED**, the Promotion and Recreation Director
 21 shall administer the Fairgrounds Lease Agreement under the direction of
 22 the County Administrator.

Respectfully Submitted,
FINANCE & PUBLIC PROPERTY COMMITTEE


 Lee Luft, Chair

 Chris Rasmussen

 Virginia Haske

 Thomas J. Romdenne

 John E. Mastalir

APPROVED AS TO FORM
 Jeffrey R. Wisnicky
 Corporation Counsel

FISCAL IMPACT STATEMENT:

	Y E S	N O	A B S E N T	A B S T A I N
Benes, P				
Cravillion, D.				
Dobbins, M.				
Doell, 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				

Fairgrounds Lease Agreement

This **AGREEMENT** is entered into between:

Kewaunee County
810 Lincoln Street
Kewaunee, WI 54216, County,

-and-

Kewaunee County
Agriculture Association
625 Third Street
Luxemburg, WI 54217 Association.

RECITALS

WHEREAS, County is a body corporate, authorized to acquire and hold, lease or rent real and personal estate for public uses or purposes and to do such other acts as are necessary and proper to the exercise of the powers and privileges granted and the performance of the legal duties charged upon it; and

WHEREAS, County acquired real property in the Village of Luxemburg to hold agricultural and industrial fairs and made improvements thereon to facilitate said fairs and exhibitions; and

WHEREAS, Association is a stock and non-profit corporation established to encourage, promote, operate and foster a Kewaunee County Fair and related activities for the benefit of the citizens of Kewaunee County; and

WHEREAS, County and Association desire to enter into this Lease Agreement to continue the proud tradition of the Kewaunee County Fair on County's real property in the Village of Luxemburg.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and for the mutual promises set forth herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Term.
 - (a) The Initial Term of this Agreement will begin on March 1, 2016 and will end on December 31, 2018 unless sooner terminated by default of either party.

- (b) Beginning January 1, 2019 and the first day of January every second year thereafter, this Agreement shall automatically renew itself for successive two year terms under the same terms and conditions.
 - (c) County or Association may terminate this lease at the end of the Initial Term or any Successive Term by providing written notice sixteen (16) months before the expiration of the Initial Term or any Successive Term of this Agreement.
- 2. Rent. Association shall pay County an annual rental of one dollar (\$1.00). The rent for calendar year 2016 is due on or before March 1, 2016 and thereafter annual rent is due on or before the first day of January.
- 3. Use.
 - (a) Association shall use the Fairgrounds for the purpose of operating the Kewaunee County Fair and any activity, event or purpose related or incident thereto and Association shall, consistent with the provisions of this Agreement, have access to and use of the Fairgrounds during the week designated for the Kewaunee County Fair. Any other use or occupation of the premises shall be only with the written consent of County or its designated committee or agent.
 - 1. Association is granted use of the main exhibition hall to hold an annual Fairest of the Fair Gala.
 - 2. Association is granted use of the main exhibition hall to hold an annual yet to be determined event.
 - 3. Association shall contact County to request specific dates for any event scheduled outside the week designated as the Kewaunee County Fair. Outside the week of the Fair, County allows use of the leased premises on a first come first served basis and County will not displace a previously booked event in favor of Association.
 - (b) The property known as the Kewaunee County Fairgrounds is the Leased Premises and is comprised of Parcel Numbers 31 146 NE 21 5-2, 31 146 NE 21 6-1.1, and 31 146 LIP 8.
 - (c) County and Association shall by mutual consent designate certain buildings or office space on Fairgrounds as may be necessary for storage of items of personal property owned by Association and used in conjunction with the operation of the Kewaunee County Fair.
 - (d) Association shall, during the conduct of said Fair, also have the use of all buildings on Fairgrounds. The use of any buildings or structures constructed or located on the Fairgrounds in the future shall be determined by agreement of the parties at the time the building or structure is so constructed or located on the Fairgrounds.
 - 1. *Exclusions.* Association shall not have access to the following locations:

- a. County office space including the Emergency Management Department, Land and Water Conservation Department, and the vacant office located adjacent to the Land and Water Conservation Department.
 - b. Any buildings or storage sheds located in the racetrack pit area used by the race promoter without the prior approval of County and race promoter.
 - c. Track Maintenance Building.
 - d. Any mechanical, HVAC, electrical or like spaces without the prior written approval of County.
 - e. The Grandstand is only available to Association the week of the Fair. Association may request to use the Grandstand to hold an event and is subject to County's then current Grandstand user fees.
 - f. County reserves the right to exclude additional buildings, offices, or spaces from this Agreement by providing Association thirty (30) days prior written notice.
- (e) Association shall have access to the Fairgrounds and those buildings located thereon that are not being leased or rented or otherwise occupied sixty (60) days prior to the date of the beginning of the Fair so that Association may make proper preparations for the conduct of said fair. The entire Fairgrounds, save the exclusions set forth in Paragraph (d), shall be available to Association the thirty (30) days immediately preceding the week of the Fair. The entire Fairgrounds, save the exclusions set forth in Paragraph (d), shall be available to Association for 14 days immediately after the conclusion of the Fair for purposes of cleaning buildings and grounds as required herein. In the event County does not make the Fairgrounds available as required herein, County shall pay to Association the sum of \$50.00 per day for each day the said Fairgrounds are not available to Association as required herein. Association agrees to pay County the sum of \$50 per day beginning the fifteenth (15th) day following the Fair for each day said Fairgrounds are not cleaned, surrendered and available to County as required herein.
- (f) The parties agree that the Fairgrounds shall be cleaned of all debris after the Fair by Association.
- (g) Association shall notify County in writing of the dates of the Kewaunee County Fair in each year of this lease on or before the first day of February of each year so that County can make available to Association the Fairgrounds as required herein.
- (h) County shall consult with Association prior to allowing use of the Leased Premises during the forty-five (45) day period immediately preceding or following the week of the Fair to anyone until the close of said Fair for the purpose of operating any event similar to or in conflict with any event scheduled at the Kewaunee County Fair.

4. DELETED.

5. Sublease. Association agrees not to underlease or sublet said premises or any part thereof without the written consent of County except during the actual operation of Fair as may be necessary for normal and customary operation of concession stands, carnival attractions or other uses related or incidental to the Fair.
6. Utilities. Association shall pay all charges for fuel, gas, water, sewer, electricity, and other utility services furnished upon or in connection with the use of the leased premises during the period the property is used for the Kewaunee County Fair.
7. Hold Harmless.
 - (a) County shall indemnify and hold harmless Association against all claims, demands, causes of action, suits or judgments including expenses incurred in connection therewith for death or injuries to persons, or for loss of or damage to property arising out of or in connection with structural defects of the Leased Premises not caused by Association, its agents, employees, invitees or others under Association's control.
 - (b) Association shall indemnify and hold harmless County against all claims, demands, causes of action, suits or judgments including expenses incurred in connection therewith for death or injuries to persons, or for loss of or damage to property arising out of or in connection with the use and occupancy of the Leased Premises by Association, his agents, employees, invitees or others under Association's control. County shall not be responsible for any damage, injury or death arising from any act or omission in connection with the operation, management, or maintenance of any equipment or facility on the Leased Premises by Association, his agents, employees, invitees or others under Association's control. Association shall assume all such liability and indemnify County against any liability arising therefrom. Should an action be commenced in which County is made a party defendant due to the acts of Association, his employees, agents, invitees or others under his control Association shall pay, upon demand, County's counsel fees and any damage or other awards resulting from such action. Association shall at all times indemnify County against any judgments resulting as aforesaid.
8. Insurance. During the full term of this Agreement Association shall, at its sole cost and expense, maintain a policy or policies of insurance. Each year of this Agreement Association shall provide to County, not later than one week prior to the first use of the Leased Premises, a certificate of insurance showing liability coverage owned by Association. The coverage shall be by an admitted company. County of Kewaunee shall be named as additional insureds under the policy provided hereunder. It shall be a precondition to the effectiveness of this Agreement that a copy of the proposed insurance contract is provided to County. This Agreement shall not become effective, even though fully executed, unless the required policy is provided. The following minimum coverages are required:

- (a) *Commercial General Liability.*
 - 1. General Aggregate, Per Event \$5,000,000
 - 2. Products Completed Operations Aggregate \$5,000,000
 - 3. Each Occurrence \$1,000,000
 - 4. Personal & Advertising Injury \$1,000,000
 - 5. Damage to Premises \$300,000
 - 6. Participant Legal Liability \$1,000,000
 - 7. Liquor liability – each common cause \$1,000,000
 - 8. Liquor liability – Aggregate \$2,000,000
- (b) *Excess Liability*
 - 1. General Aggregate \$1,000,000
 - 2. Each Occurrence Limit \$1,000,000
- (c) *Participant Accident*
 - 1. Accidental Death \$10,000
 - 2. Accidental Dismemberment \$10,000
 - 3. Excess Medical \$10,000
- (d) *Workers Compensation.* If and as required by the State of Wisconsin.
- (e) *Other Insurance.* If and as required by the State of Wisconsin.
- (f) *Annual Review of Coverages.* Association and County shall meet annually to review insurance coverages and agree to make any necessary coverage changes consistent with industry standards in Wisconsin for the events and activities held by Association on the Leased Premises.

9. County Staff. County agrees to provide staff during the month of July in each year of this Agreement to assist Association in the preparation, operation and clean-up of the Kewaunee County Fair. Association’s use of staff is limited to a total of 360 hours of service during said month of July and Association shall reimburse County for any time by said staff in excess of 360 hours.

10. Annual Reports. Association shall annually provide County with its operating report, showing receipts and disbursements. Association shall provide County a true copy of the annual report submitted to the State of Wisconsin Department of Agriculture, Trade and Consumer Protection by February 1 of each year of this Agreement. Association shall provide County a true copy of Association’s Federal and State Income Tax Forms by June 1 of each year of this Agreement.

11. Default. If the leased premises shall be deserted or vacated, or if any legal proceedings are commenced against Association in any court to dissolve or terminate the operations or existence of Association either before or after commencement of the lease term, or if there shall be a default in the payment of rent or any part thereof for more than five (5) days after written notice of such default by Association, or if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of Association for more than twenty (20) days after written notice of such default by Association, this lease (if County so elects) shall thereupon become null and void, and County shall have the right to re-enter or

16. Alterations. Association shall not make, without first obtaining the written consent of County, any alterations, additions, or improvements, in, to or about the premises. Any alterations, improvements or additions made to the premises shall remain with premises at the termination of this Agreement unless the same can be removed without damaging the premises. All business signs or placards shall be removed by Association at termination. Association, in removing any signs, placards, alterations, improvements or additions (that can be removed without causing damage to the premises), shall restore the premises to the same condition as when received.
17. Surrender. Association agrees to quit and deliver the premises to County peacefully and quietly at the termination of the Agreement, in good condition, reasonable wear and tear excepted.
18. Waiver. The waiver by a party of any breach or failure of the other party to perform any covenant in this Agreement shall not constitute a waiver of any subsequent breach.
19. Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. In the event that any provision hereof shall be determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other or remaining provisions hereof which shall be severable.
20. Understanding. Nothing contained in this Agreement shall be deemed or construed by the parties nor by any third party as creating the relationship of employee and employer, principal and agent or of partnership or of joint venture between the parties.
21. Force Majeure. Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical because of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.
22. Severability. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Agreement shall be in any way affected thereby.
23. Amendments. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless, and until such is reduced to writing and executed by the parties.

24. Benefit. The conditions, covenants, and agreements in this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF said parties have hereunto affixed their signatures.

FOR THE COUNTY

Scott Feldt
County Administrator

Dated: _____

FOR THE ASSOCIATION
Kewaunee County Agriculture Association

By:
Its: _____

Dated: _____

By:
Its: _____

Dated: _____



RESOLUTION NO.

JUST FIX IT

A Resolution urging a sustainable funding solution
for Wisconsin's transportation system.

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, local government in Wisconsin is responsible for about 90% of the road miles in the state;
2 and
3

4 **WHEREAS**, Wisconsin's diverse economy is dependent upon county and town roads as well as city and
5 village streets and transit systems across the state; and
6

7 **WHEREAS**, according to "Filling Potholes: A New Look at Funding Local Transportation in Wisconsin,"
8 commissioned by the Local Government Institute of Wisconsin (LGI) the condition of Wisconsin's
9 highways is now in the bottom third of the country; and
10

11 **WHEREAS**, state funding for local roads in Wisconsin has failed to keep up with costs over the past
12 several decades which has adversely affected local transportation finances. According to "Filling
13 Potholes," municipal transportation spending has declined from \$275 per capita in 2000 to \$227 in 2012;
14 and
15

16 **WHEREAS**, Mass Transit Operating Aids and County Elderly and Disabled Transportation assistance
17 programs are funded through the state gas tax and vehicle registration user fee system. These programs
18 are critical to ensuring that transportation services are delivered to vulnerable citizens. Proper funding for
19 these programs helps ensure that all citizens have an opportunity to access the workplace as well as the
20 marketplace; and
21

22 **WHEREAS**, levy limits do not allow local government to make up for the deterioration of state funding;
23 and
24

25 **WHEREAS**, Wisconsin's over-reliance on borrowing eats away at the state's segregated funding sources
26 – the state gas tax and vehicle registration fees – which increasingly pay debt service rather than fund
27 transportation needs; and
28

29 **WHEREAS**, safety is a primary concern and responsibility of local governments across Wisconsin.
30 Unfortunately, according to TRIP, a national non-profit transportation research group, Wisconsin had 347
31 non-interstate, rural road fatalities in 2013; and
32

33 **WHEREAS**, the Kewaunee County Board of Supervisors recognizes that our state highway and
34 interstate system is the backbone of our surface transportation system and plays a vital role in the
35 economy of Wisconsin. Both local *and* state roads need to be properly maintained in order for our
36 economy to grow; and
37

38 **WHEREAS**, from a competitive standpoint Wisconsin motorists pay significantly less than any of our
39 neighbors when you combine the annual cost of the state gas tax and vehicle registration fees; and
40

1 **WHEREAS**, the Transportation Finance and Policy Commission, appointed by the Governor and
 2 Legislature clearly found that if Wisconsin does not adjust its user fees, the condition of both our state
 3 and local roads will deteriorate significantly over the next decade.
 4
 5 **NOW, THEREFORE, BE IT RESOLVED** by the Kewaunee County Board of Supervisors duly assembled
 6 this 21st day of June 2016, that the Board urges the Governor and Legislature to **Just Fix It** and agree
 7 upon a sustainable solution: one that includes a responsible level of bonding and adjusts our user fees to
 8 adequately and sustainably fund Wisconsin's transportation system.
 9
 10 **BE IT FURTHER RESOLVED**, the Kewaunee County Board of Supervisors directs the Clerk to send a
 11 copy of this resolution to our State Legislators and to Governor Scott Walker.

Respectfully Submitted,

HIGHWAY AND SOLID WASTE COMMITTEE

Larry Kirchman, Chair	John E. Mastalir
Patrick F. Benes	Gerald Paape
Thomas J. Romdenne	

APPROVED AS TO FORM
 Jeffrey R. Wisnicky
 Corporation Counsel

FISCAL IMPACT STATEMENT:

	Y E S	N O	A B S E N T	A B S T A I N
Benes, P				
Cravillion, D.				
Dobbins, M.				
Doell, 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				



RESOLUTION NO.

**A RESOLUTION APPROVING TRANSFER OF BUDGETED FUNDS
Project Phoenix**

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

WHEREAS, in accordance with Section 65.90(5)(a), Wis. Stats., the amounts of the various appropriations and the purposes for such appropriations stated in a budget may not be changed unless authorized by a vote of two-thirds of the entire membership of the County Board of Supervisors; and

WHEREAS, The Finance and Public Property Committee considered and hereby recommends acceptance of a grant from the Wisconsin Public Service Commission, State Energy Office, to complete a comprehensive feasibility study on the development of a community-based approach to manure management and methane recovery in Kewaunee County; and

WHEREAS, the Finance and Public Property Committee recommends adjusting the budget to reflect additional revenue of \$50,000.00 from the acceptance of the Grant and additional expenses of \$50,000.00 to fulfil the requirements of the Grant.

NOW, THEREFORE, BE IT RESOLVED, by the Kewaunee County Board of Supervisors duly assembled this 21st day of June 2016, that the Board approves the budget adjustments as described by the Finance Director in the attachment to this resolution; and

BE IT FURTHER RESOLVED, that within 10 days the County Clerk shall file a Class 1 notice of this transfer of budgeted funds.

Respectfully Submitted,

FINANCE AND 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:

Receipt and expenditure of \$50,000 Grant from the Public Service Commission, State Energy Office.

	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.				
Page, J.				
Paidler, R.				
Rasmussen, C.				
Romdenne, T.				
Shillin, K.				
Sinkula, L.				
Teske, L.				
Thomas, D.				
Wagner, C.				
Weidner, R.				
TOTALS				

Resolution Notes - LC - Project Phoenix

BUDGET AMMENDMENT:

<u>Account Description</u>	<u>Account Number</u>	<u>2016 Budget</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
Source of Funds:				
Clean Energy Grant	240.43591.002	0	<u>50,000</u>	50,000
			50,000	
Use of Funds:				
Project Phoenix	240.56115.002.601	0	<u>50,000</u>	50,000
				0
				0
			<u>50,000</u>	

FISCAL NOTE:

Authorizes the acceptance and expenditure of a \$50,000 clean energy grant from Wisconsin Public Service Commission. No County matching funds required.

Funding Source: Grant revenue



Paul Kunesh, Finance Director

LEGAL NOTE:

Legal reference here.

Jeffrey Wisnicky, Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended / Not recommended

Scott Feldt, County Administrator



RESOLUTION NO.

**A RESOLUTION AWARDED DYNAMIC CONCEPTS LLC THE CONTRACT TO COMPLETE FEASIBILITY STUDY
Project Phoenix**

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, the Kewaunee County Board of Supervisors considered and hereby recommends awarding
 2 Dynamic Concepts LLC the contract to complete a comprehensive feasibility study on the development
 3 of a community-based approach to manure management and methane recovery in Kewaunee County to
 4 fulfil the grant requirements of the Public Service Commission, State Energy Office.
 5
 6 **NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly
 7 assembled this 21st day of June 2016, that the County hereby awards Dynamic Concepts LLC the
 8 contract to complete a comprehensive feasibility study on the development of a community-based
 9 approach to manure management and methane recovery in Kewaunee County; and
 10
 11 **BE IT FURTHER RESOLVED**, the Kewaunee County Administrator is authorized to execute the
 12 attached Feasibility Study Agreement; and
 13
 14 **BE IT FURTHER RESOLVED**, that the Kewaunee County Administrator shall administer the Feasibility
 15 Study Agreement and hold Dynamic Concepts LLC accountable to the Grant requirements of the Public
 16 Service Commission, State Energy Office.

Respectfully Submitted,

PERSONNEL, ADVISORY AND LEGISLATIVE COMMITTEE

_____	_____
Robert A. Weidner, Chair	Thomas J. Romdenne
_____	_____
Kaye Shillin	Linda Sinkula
_____	_____
John T. Pagel	Scott Jahnke
_____	_____
Larry Kirchman	Gerald Paape

John E. Mastalir	

APPROVED AS TO FORM
 Jeffrey R. Wisnicky
 Corporation Counsel

FISCAL IMPACT STATEMENT:
 Receipt and expenditure of \$50,000 Grant
 from the Public Service Commission, State
 Energy Office.

	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.				
Paider, R.				
Rasmussen, C.				
Romdenne, T.				
Shillin, K.				
Sinkula, L.				
Teske, L.				
Thomas, D.				
Wagner, C.				
Weidner, R.				
TOTALS				

Feasibility Study Agreement

This **AGREEMENT** is entered into between:

Kewaunee County
810 Lincoln Street
Kewaunee, WI 54216,

County,

and

Dynamic Concepts LLC
PO Box 436
Waukesha, WI 53187,

Contractor.

RECITALS

WHEREAS, County desires a comprehensive feasibility study regarding the development of a community-based approach to manure management and methane recovery in Kewaunee County, Wisconsin; and

WHEREAS, Contractor desires to perform the comprehensive feasibility study under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. This Agreement shall become effective immediately and shall continue until the comprehensive feasibility study is delivered to County.
2. Contractor will provide a comprehensive feasibility study on or before June 30, 2016 regarding the development of a community-based approach to manure management and methane recovery in Kewaunee County. The feasibility study must include:
 - a) Possible solutions to the waste problem associated 650,000,000 gallons of manure generated by 98,000 cattle.
 - b) The feasibility of establishing cooperative, and fully integrated, manure processing facilities (hubs) that would also support processing manure generated at a small number of smaller farms (satellites).
 - Methods and technologies to treat the waste at each processing facility.
 - Methods and technologies to harvest biogas energy at each processing facility.
 - Methods and technologies to separate, concentrate, and capture nutrients at each processing facility.
 - Methods and technologies to destroy dangerous pathogens at each processing facility.
 - c) Possible biogas uses and markets and examines:

- The potential sale of biogas energy whether as electricity, heat, or compressed natural gas.
 - The capture of concentrated nutrients and distribution of nutrients to hubs and satellites to meet their respective nutrient requirements.
 - The feasibility of delivering excess nutrients to a centralized processing facility where nutrients could be further dried, pelletized, and exported for sale.
- d) Identifies and examines other critical issues including:
- Potential business structures.
 - Accounting, testing and record keeping considerations.
 - Potential financing sources.
 - The legal and regulatory hurdles to implement a community based approach to manure management and methane recovery in Kewaunee County.
 - Economic impacts and job creation.
3. Contractor acknowledges County is in receipt of a grant from the Public Service Commission of Wisconsin, State Energy Office to complete the feasibility study of manure management and methane recovery. Contractor agrees that it will undertake the performance of this contract in full compliance with Agreement between Kewaunee County and the Public Service Commission of Wisconsin, State Energy Office. The Contract between the Public Service Commission of Wisconsin and Kewaunee County is attached hereto as Exhibit A.
4. Contractor agrees to fulfill each requirement, term, and condition of the RFP attached hereto as Exhibit B.
5. Contractor agrees that it will fulfill Contractor's promises and representations in Contractor's response to the RFP. Contractor's response to RFP is attached hereto as Exhibit C.
6. To the extent any term of this contract conflicts with any of the attachments, the terms of the Agreement between the Public Service Commission of Wisconsin, State Energy Office and Kewaunee County shall control. Thereafter, the order of preference for conflicting terms shall be this Agreement, Kewaunee County's RFP, and finally Contractor's response to the RFP.
7. Contractor may publish materials produced pursuant to this Agreement subject to the following conditions:
- a) All materials produced under this Agreement are the property of the Public Service Commission of Wisconsin, State Energy Office and Kewaunee County and may be copyrighted in their respective names. Contractor reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for governmental purposes.
 - b) The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

“This (article, report, publication or document) is funded (in whole or in part) by the Public Service Commission of Wisconsin, State Energy Office, under the terms and conditions of this Agreement.”

8. Nothing contained in, or done pursuant to, this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Contractor.
9. Contractor: is a separate and independent enterprise from the County; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and employees necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work.
10. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the County, and the County will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County or to participate in any County benefit plan.
11. County agrees to pay Contractor as compensation for its services the all-inclusive sum of **\$50,000.00**.
12. Contractor shall furnish the County with reports, at intervals and in such form as the County may require, of its activities pertaining to any matter covered by this Agreement.
13. Contractor shall provide, perform and complete all duties and functions contemplated by this Agreement in a workmanlike manner, consistent with the highest standards among contractors who perform similar services.
14. Contractor warrants and represents that it is sufficiently experienced and competent to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Agreement.
15. Contractor represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Agreement.

16. Except for the active negligence or willful misconduct of County, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless County and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by the Contractor. The provisions of this paragraph survive termination of this Agreement.
17. Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.
18. Contractor shall not assign this Agreement in whole or in part without the prior written consent of the County. Contractor shall not assign any of its rights or obligations under this Agreement prior written consent of the County. Contractor shall not assign any payment due or to become due under this Agreement. Any such assignment without the County's prior written consent is void.
19. This Agreement and the rights and obligation of County and Contractor under this Agreement shall be interpreted according to the laws of the State of Wisconsin.
20. Venue, as to any dispute that may arise under this Agreement, shall be in the Circuit Court, County of Kewaunee, State of Wisconsin.
21. County and Contractor represent and warrant that they have carefully reviewed and fully understand this Agreement, including any attachment. This Agreement shall be binding upon and shall inure to the benefit of County and Contractor and upon their respective heirs executors, administrators, personal representatives, and permitted successors and assigns.
22. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Agreement shall be in any way affected thereby.
23. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless, and until such is reduced to writing and executed by County and Contractor.
24. This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed as follows:

For the County:

Scott Feldt
Kewaunee County Administrator

Date: _____

For Contractor:

By: Daniel Nemke
Its: Chief Operating Officer
Dynamic Concepts LLC

Date: _____



RESOLUTION NO.

**A RESOLUTION APPROVING TRANSFER OF BUDGETED FUNDS
Miscellaneous Budget Adjustments**

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 making
 6 the budget adjustments requested by the Finance Director in the attached memorandum for improved
 7 budgeting and financial reporting.
 8
 9 **NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly
 10 assembled this 21st day of June 2016, that the Board approves the budget adjustments set forth in the
 11 memorandum dated May 20, 2016; and
 12
 13 **BE IT FURTHER RESOLVED**, that within 10 days the County Clerk shall file a Class 1 notice of this
 14 transfer of budgeted funds.

Respectfully Submitted,

FINANCE AND 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:

See attached memorandum dated May 20,
2016.

	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.				
Paider, R.				
Rasmussen, C.				
Romdenne, T.				
Shillin, K.				
Sinkula, L.				
Teske, L.				
Thomas, D.				
Wagner, C.				
Weidner, R.				
TOTALS				



KEWAUNEE COUNTY FINANCE DIRECTOR

Paul Kunesh, CPA

810 Lincoln St

Kewaunee, W 54216

Phone: (920) 388-7110 Fax: (920) 388-7195

DATE: 05/20/2016
TO: County Administrator, Finance Committee, County Board
FROM: Paul Kunesh
RE: 2016 Budget – Miscellaneous adjustments

REQUEST:

Attached is a list of adjustments to the 2016 budget. I am requesting these adjustments for improved reporting in the County budget and financial reporting.

BACKGROUND:

Several changes and reporting improvements were identified during the 2016 budget process. Some of those changes were incorporated into the 2016 adopted budget and some were delayed until sufficient details were available for review. Specifically:

Public Information Officer/Tourism position from Promotion & Rec department to an activity within the Administrator's department: The exact amounts budget for wages, benefits, and Website will be moved from the County parks activity (55200) to a Tourism/Public Info Office (51460) in the Administrators department.

Vehicle costs for IS & Maintenance: Up until 2016, shared vehicles revenue and expenditures had been included in the County Board budget (51100). In 2014 a Vehicle Replacement Fund (VRF) was created, and starting in 2016 charges to departments using those vehicles as well as the fuel and maintenance expenditures will be in the VRF. Charges for using the vehicles will fund the VRF for the eventual replacement of those same vehicles. After completion of the 2016 budget it was discovered that expenditures for two department specific vehicles were expensed with the pool vehicles. This budget adjustment will record the vehicle costs for those two assigned vehicles to the department that used them.

Personnel/HR costs from County Board to Administrator: Expenditures related to Human Resources such as pre-employment exams and drug tests, testing, safety training, and insurance consultants are closely related to the Administrators office Personnel function and would be better presented if included in the Administrators HR & Insurance activity rather than within the County Board Budget.

HSD 1.5% wage increase: Supplemental pay of 1.5% was added during the Finance Committee recommended budget. The increase was calculated and added to each department. The total amount for Human Services was included in one 'holding account' to be distributed at a later time.

ADRC Fund reallocation: The 2016 ADRC budget was assembled in large part based on prior years. As of 2016 all ADRC labor is performed by Manitowoc County & allocations among specific programs is not necessary.

COST/BENEFIT:

The requested changes only reallocate revenue and expenditures among different accounts or departments. There is no cost and it will provide better financial reporting.

OPTIONS:

- 1) Approve all - revise the 2016 budget.
- 2) Approve some – revise the 2016 budget, and implement the remaining in 2017.
- 3) Deny – wait until the 2017 budget to incorporate the above recommendations

Resolution Notes – Miscellaneous 2016 Budget Adjustments

BUDGET AMMEMDMENT:

See Attached list.

FISCAL NOTE:

No Fiscal Impact. This resolution moves existing 2016 revenue and expenditures among existing accounts, sometimes between departments. No additional revenue or expenditures are included.

A handwritten signature in black ink that reads "Paul Kunesh". The signature is written in a cursive, flowing style.

Paul Kunesh, Finance Director

LEGAL NOTE:

Legal reference here.

Jeffrey Wisnicky, Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended / Not recommended

Scott Feldt, County Administrator

Resolution Budget Amendment - Miscellaneous 2016 Budget Adjustments

Activity Description	Account Description	Account Number	2016 Budget	Increase (Decrease)	Amended Budget
PIO from Promo &Rec to ADM-PIO					
Source of Funds:					
COUNTY PARKS	WAGES - REG PERM EMPLOYEES	100.55200.000.121	103,841	(37,269)	66,572
COUNTY PARKS	SOCIAL SECURITY	100.55200.000.151	15,649	(2,851)	12,798
COUNTY PARKS	RETIREMENT	100.55200.000.152	7,453	(2,460)	4,993
COUNTY PARKS	WORKMEN'S COMPENSATION	100.55200.000.153	4,671	(104)	4,567
COUNTY PARKS	HEALTH INSURANCE	100.55200.000.154	58,865	(6,863)	52,002
COUNTY PARKS	DENTAL INSURANCE	100.55200.000.155	2,328	(475)	1,853
COUNTY PARKS	WEB SITE & OTHER INFO	100.55200.000.316	10,000	(10,000)	0
				(60,022)	
Use of Funds:					
TOURISM/PUBLIC INFO OFFICE	WAGES - REG PERM EMPLOYEES	100.51460.000.121	0	37,269	37,269
TOURISM/PUBLIC INFO OFFICE	SOCIAL SECURITY	100.51460.000.151	0	2,851	2,851
TOURISM/PUBLIC INFO OFFICE	RETIREMENT	100.51460.000.152	0	2,460	2,460
TOURISM/PUBLIC INFO OFFICE	WORKMEN'S COMPENSATION	100.51460.000.153	0	104	104
TOURISM/PUBLIC INFO OFFICE	HEALTH INSURANCE	100.51460.000.154	0	6,863	6,863
TOURISM/PUBLIC INFO OFFICE	DENTAL INSURANCE	100.51460.000.155	0	475	475
TOURISM/PUBLIC INFO OFFICE	WEB SITE & OTHER INFO	100.51460.000.316	0	10,000	10,000
				60,022	
Vehicle costs from VRF to Maintenance & IS departments:					
Source of Funds:					
VEHICLE REPLACEMENT FUND	CAR/TRUCK MAINTENANCE	130.51932.000.241	3,000	(648)	2,352
VEHICLE REPLACEMENT FUND	GASOLINE & DIESEL FUEL	130.51932.000.351	8,000	(1,907)	6,093
GENERAL FUND	TRANSFER FROM FUND BALANCE	100.49202.000	0	(3,033)	(3,033)
				(5,588)	
Use of Funds:					
INFORMATION SERVICES	CAR/TRUCK MAINTENANCE	100.51450.000.241	0	648	648
INFORMATION SERVICES	GASOLINE & DIESEL FUEL	100.51450.000.351	0	950	950
COURTHOUSE MAINTENANCE	GASOLINE & DIESEL FUEL	100.51602.000.351	600	957	1,557
VEHICLE REPLACEMENT FUND	TANSFER TO FUND BALANCE	130.59202.000.601	7,000	3,033	10,033
				5,588	
Human Resources costs from County Board to ADMIN-HR:					
Source of Funds:					
COUNTY BOARD	TESTING	100.51100.000.253	1,500	(1,500)	0
COUNTY BOARD	CONTRACTED SERVICES	100.51100.000.296	22,800	(22,800)	0
				(24,300)	
Use of Funds:					
HUMAN RESOURCES	TESTING	100.51430.000.253	0	1,500	1,500
HUMAN RESOURCES	CONTRACTED SERVICES	100.51430.000.296	0	22,800	22,800
				24,300	
ADRC fund:					
Source of Funds:					
TITLE 3-B MANAGEMENT	OVERHEAD	216.54601.000.158	1,985	(1,985)	0
TITLE 3-B MANAGEMENT	TAX LEVY TO MANITOWOC	216.54601.000.592	83,892	(83,892)	0
TITLE 3-C-1 MANAGEMENT	OVERHEAD	216.54602.000.158	590	(590)	0
TITLE 3-C-2 HOME DELIVERED	OVERHEAD	216.54603.000.158	273	(273)	0
PREVENTIVE HEALTH SERVICES	OVERHEAD	216.54605.000.158	86	(86)	0
STATE BENEFIT SPECIALIST	OVERHEAD	216.54606.000.158	519	(519)	0
3-E NATIONAL CAREGIVER SUPP	OVERHEAD	216.54609.000.158	161	(161)	0
				(87,506)	
Use of Funds:					
AGING DISABILITY RSRCE CNTR	COMMITTEE MEMBERS PER DIEM	216.54361.000.141	0	480	480
AGING DISABILITY RSRCE CNTR	SOCIAL SECURITY	216.54361.000.151	0	37	37
AGING DISABILITY RSRCE CNTR	WORKMEN'S COMPENSATION	216.54361.000.153	0	2	2
AGING DISABILITY RSRCE CNTR	OVERHEAD	216.54361.000.158	0	3,095	3,095
AGING DISABILITY RSRCE CNTR	PMT TO MANITOWOC CO	216.54361.000.592	0	83,892	83,892
				87,506	
Allocate HSD Raises:					
Source of Funds:					
TITLE 3-B MANAGEMENT	WAGES - REG PERM EMPLOYEES	215.54601.000.121	20,221	(20,221)	0
TITLE 3-B MANAGEMENT	OVERHEAD	215.54601.000.158	3,404	(3,404)	0
				(23,625)	
Use of Funds:					
CHILDREN'S LONG TERM SPT-DC	SALARIES - REG PERM EMPLOYEE	215.54300.429.111	43,735	791	44,526
CHILDREN'S LONG TERM SPT-DC	WAGES - REG PERM EMPLOYEES	215.54300.429.121	99,282	1,795	101,077
CHILDREN'S LONG TERM SPT-DC	FRINGE BENEFITS	215.54300.429.150	56,610	435	57,045
BIRTH TO THREE	WAGES - REG PERM EMPLOYEES	215.54300.550.121	40,997	741	41,738
BIRTH TO THREE	FRINGE BENEFITS	215.54300.550.150	23,403	125	23,528
INTOXICATED DRIVERS	WAGES - REG PERM EMPLOYEES	215.54300.567.121	60,694	1,097	61,791
INTOXICATED DRIVERS	FRINGE BENEFITS	215.54300.567.150	32,335	185	32,520
HUMAN SERVICES PROGRAM BA	SALARIES - REG PERM EMPLOYEE	215.54352.561.111	32,396	586	32,982
HUMAN SERVICES PROGRAM BA	WAGES - REG PERM EMPLOYEES	215.54352.561.121	43,730	791	44,521

Resolution Budget Amendment - Miscellaneous 2016 Budget Adjustments

Activity Description	Account Description	Account Number	2016 Budget	Increase (Decrease)	Amended Budget
HUMAN SERVICES PROGRAM BA	FRINGE BENEFITS	215.54352.561.150	24,751	232	24,983
HUMAN SERVICES PROGRAM BA	SALARIES - REG PERM EMPLOYEE	215.54353.561.111	1,620	29	1,649
HUMAN SERVICES PROGRAM BA	WAGES - REG PERM EMPLOYEES	215.54353.561.121	1,246	23	1,269
HUMAN SERVICES PROGRAM BA	FRINGE BENEFITS	215.54353.561.150	776	9	785
HUMAN SERVICES PROGRAM BA	SALARIES - REG PERM EMPLOYEE	215.54354.561.111	32,396	586	32,982
HUMAN SERVICES PROGRAM BA	WAGES - REG PERM EMPLOYEES	215.54354.561.121	38,263	692	38,955
HUMAN SERVICES PROGRAM BA	FRINGE BENEFITS	215.54354.561.150	13,338	215	13,553
HUMAN SERVICES PROGRAM BA	WAGES - REG PERM EMPLOYEES	215.54355.561.121	84,167	1,522	85,689
HUMAN SERVICES PROGRAM BA	FRINGE BENEFITS	215.54355.561.150	41,138	256	41,394
COMPREHENSIVE COMM SERVIC	WAGES - REG PERM EMPLOYEES	215.54359.000.121	102,734	1,858	104,592
COMPREHENSIVE COMM SERVIC	FRINGE BENEFITS	215.54359.000.150	45,061	312	45,373
HUMAN SERVICES - CRISIS	WAGES - REG PERM EMPLOYEES	215.54362.561.121	13,530	245	13,775
HUMAN SERVICES - CRISIS	FRINGE BENEFITS	215.54362.561.150	4,749	41	4,790
INCOME MAINTENANCE STAFF	WAGES - REG PERM EMPLOYEES	215.54410.076.121	107,074	1,936	109,010
INCOME MAINTENANCE STAFF	OVERHEAD	215.54410.076.158	100,939	326	101,265
ENERGY ASSISTANCE OPERATIC	WAGES - REG PERM EMPLOYEES	215.54410.833.121	15,466	280	15,746
ENERGY ASSISTANCE OPERATIC	OVERHEAD	215.54410.833.158	14,376	47	14,423
CHILD CARE ADMINISTRATION	WAGES - REG PERM EMPLOYEES	215.54410.852.121	26,112	472	26,584
CHILD CARE ADMINISTRATION	OVERHEAD	215.54410.852.158	21,256	79	21,335
AGENCY MGT/SUPPORT OVERHI	WAGES - REG PERM EMPLOYEES	215.54500.002.121	2,766	50	2,816
AGENCY MGT/SUPPORT OVERHI	OVERHEAD	215.54500.002.158	29,876	8	29,884
SAFE AND STABLE FAMILIES	WAGES - REG PERM EMPLOYEES	215.54500.306.121	13,666	247	13,913
SAFE AND STABLE FAMILIES	OVERHEAD	215.54500.306.158	7,921	42	7,963
INDEPENDENT LIVING	WAGES - REG PERM EMPLOYEES	215.54500.360.121	9,855	178	10,033
INDEPENDENT LIVING	OVERHEAD	215.54500.360.158	5,617	30	5,647
COMMUNITY YOUTH AIDS	SALARIES - REG PERM EMPLOYEE	215.54500.366.111	67,806	1,226	69,032
COMMUNITY YOUTH AIDS	OVERHEAD	215.54500.366.158	53,914	206	54,120
HUMAN SERVICES PROGRAM BA	WAGES - REG PERM EMPLOYEES	215.54500.561.121	199,202	3,602	202,804
HUMAN SERVICES PROGRAM BA	OVERHEAD	215.54500.561.158	201,562	606	202,168
COMMUNITY SERVICES TEAM	WAGES - REG PERM EMPLOYEES	215.54500.811.121	25,136	455	25,591
COMMUNITY SERVICES TEAM	OVERHEAD	215.54500.811.158	15,218	77	15,295
85 21 TRANSPORTATION GRANT	WAGES - REG PERM EMPLOYEES	215.54607.000.121	12,248	221	12,469
85 21 TRANSPORTATION GRANT	OVERHEAD	215.54607.000.158	12,584	37	12,621
BUS TRANSPORTATION	WAGES - REG PERM EMPLOYEES	215.54608.000.121	4,374	79	4,453
BUS TRANSPORTATION	OVERHEAD	215.54608.000.158	4,411	13	4,424
ELDER ABUSE	WAGES - REG PERM EMPLOYEES	215.54614.000.121	38,927	704	39,631
ELDER ABUSE	OVERHEAD	215.54614.000.158	6,150	119	6,269
KEWAUNEE VAN	WAGES - REG PERM EMPLOYEES	215.54616.000.121	875	16	891
KEWAUNEE VAN	OVERHEAD	215.54616.000.158	429	3	432
				23,625	

0



RESOLUTION NO.

A RESOLUTION AUTHORIZING ACCEPTANCE OF DONATION AND APPROVAL OF DONATION AGREEMENT

TO THE HONORABLE KEWAUNEE COUNTY BOARD OF SUPERVISORS:

1 **WHEREAS**, Randall and Renee Ebert have generously offered to donate funds to construct turning
 2 lanes at the intersection of County Highway D and 10th Road in the Town of Pierce; and
 3
 4 **WHEREAS**, the construction of turning lanes at the intersection of 10th Road and CTH D serves a public
 5 purpose by providing a safer intersection for the traveling public; and
 6
 7 **WHEREAS**, the terms and conditions of the Ebert donation are set forth in the Donation Agreement
 8 attached hereto; and
 9
 10 **WHEREAS**, the Highway and Solid Waste Committee considered and hereby recommends accepting
 11 the donation and approval of the Donation Agreement.
 12
 13 **NOW, THEREFORE, BE IT RESOLVED**, by the Kewaunee County Board of Supervisors duly
 14 assembled this 21st day of June 2016, that the Board accepts the donation from Randall and Renee
 15 Ebert and approves the Donation Agreement; and
 16
 17 **BE IT FURTHER RESOLVED**, The Kewaunee County Administrator is directed to sign the Donation
 18 Agreement on behalf of Kewaunee County; and
 19
 20 **BE IT FURTHER RESOLVED**, the Kewaunee County Board of
 21 Supervisors publicly expresses its gratitude to Randall and Renee Ebert
 22 for their generous donation.

Respectfully Submitted,

HIGHWAY AND SOLID WASTE COMMITTEE

 Larry Kirchman, Chair

 John E. Mastalir

 Patrick F. Benes

 Gerald Paape

 Thomas J. Romdenne

APPROVED AS TO FORM

Jeffrey R. Wisnicky
 Corporation Counsel
 Counsel

FISCAL IMPACT STATEMENT:

\$50,000 donation to construct turning lanes at the intersection of CTH D and 10th Road in the Town of Pierce

	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.				
Paider, R.				
Rasmussen, C.				
Romdenne, T.				
Shillin, K.				
Sinkula, L.				
Teske, L.				
Thomas, D.				
Wagner, C.				
Weidner, R.				
TOTALS				

Highway Improvement Donation Agreement

This **AGREEMENT** is made between:

Kewaunee County
810 Lincoln Street
Kewaunee, WI 54216,
County,

and

Randall & Renee Ebert
N6939 County Road D
Algoma, WI 54201,
Donor.

RECITALS:

WHEREAS, County is performing road maintenance activities on CTH D from the intersection of CTH D and STH 42 to the intersection of CTH D and STH 54; and

WHEREAS, Donor's principal place of business is located on CTH D in the stretch of highway slated for road maintenance; and

WHEREAS, Donor desires the construction of additional turning lanes at the intersection of CTH D and 10th Road to facilitate safer ingress and egress into Donor's place of business; and

WHEREAS, County agrees additional turning lanes at the intersection of 10th Road and CTH D serves a public purpose by providing a safer intersection for the traveling public as the traveling public encounters Donor's large agricultural vehicles; and

WHEREAS, County is willing to construct and Donor is willing to donate the costs directly associated with the design and construction of the additional turning lanes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and for the mutual promises set forth herein, the parties agree as follows:

1. This Agreement describes the respective responsibilities of each party in providing for the design, construction and maintenance of turning lanes at the intersection of CTH D and 10th Road in the Township of Pierce.
2. This Agreement shall be effective on the date that it is signed by all parties. This Agreement is effective until the all activities associated with the design and construction of the additional turning lanes at the intersection of CTH D and 10th

Road in the Township of Pierce are complete. It is fully anticipated the turning lanes will be complete in the 2016 construction season. Any terms, conditions, obligations, rights or responsibilities agreed to by either Party respecting future upkeep, maintenance or reconstruction of the turning lanes shall survive the termination of this Agreement.

3. Donor agrees to procure, at its sole cost and expense, all necessary engineering, designing, plans, specifications, and drawings (the "design") necessary to construct the turning lanes. The turning lanes must be designed in accordance with all standards established by the State of Wisconsin Department of Transportation ("DOT") for turning lanes located on a county highway like CTH D.
4. County shall obtain all necessary permits and approvals and construct the turning lanes in accordance with the design and DOT standards.
5. Donor agrees to donate to County the sum of \$50,000.00 for the express purpose of constructing the turning lanes. Donor's donation to County represents the projected actual, necessary and reasonable costs to construct the turning lanes. Donor agrees County may retain Donor's entire donation regardless of the actual cost to construct the turning lanes and use any surplus monies for County's road maintenance activities on CTH D. County agrees to complete construction of the turning lanes with County funds should Donor's donation be insufficient to cover costs of construction.
6. The turning lanes will become part of CTH D and County will keep and maintain the turning lanes in the same condition as the remainder of CTH D from the intersection of CTH D and STH 42 to the intersection of CTH D and STH 54. County may vacate and remove the turning lanes at its sole cost and expense with the mutual agreement of Donor.
7. Nothing contained in, or done pursuant to, this agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Donor.
8. County will provide, perform and complete all duties and functions contemplated by this Agreement in a workmanlike manner, consistent with the highest standards among contractors who perform similar services.
9. Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical because of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.

10. This Agreement and the rights and obligation of County and Donor under this Agreement shall be interpreted according to the laws of the State of Wisconsin.
11. Venue, as to any dispute that may arise under this Agreement, shall be in the Circuit Court, County of Kewaunee, State of Wisconsin.
12. County and Donor represent and warrant that they have carefully reviewed and fully understand this Agreement, including any attachment. This Agreement shall be binding upon and shall inure to the benefit of County and Donor and upon their respective heirs executors, administrators, personal representatives, and permitted successors and assigns.
13. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Agreement shall be in any way affected thereby.
14. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless, and until such is reduced to writing and executed by County and Donor.
15. This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed, this Agreement as of the day and year first above written.

For Donor:

Randall Ebert

Renee Ebert

Date: _____

Date: _____

For County:

Scott Feldt
Kewaunee County Administrator

Date: _____

Highway/Landfill Committee Minutes

April 4, 2016

The Highway Committee meeting was called to order at 8:45 AM by Chairman Larry Kirchman. Members present included: Larry Kirchman, Bruce Heidmann, Gary Paape, Tom Romdenne, and John Mastalir. Also present was Highway Commissioner Todd Every, Office Manager Mary O'Leary, Patrol Superintendent Joe Dax, and Recording Secretary Jenny Salentine. Guests at today's meeting included: Mark Banton, *Meigs*

Adoption of Agenda: Gary Paape made a motion to adopt today's Agenda. Second by Bruce Heidmann. Motion carried unanimously.

Approval of Minutes: Gary Paape made a motion to approve the Highway Committee Minutes from their March 23rd, 2016 meeting. Second by Bruce Heidmann. Motion carried unanimously.

Public Comments: None

Reports:

Patrol Superintendent Joe Dax had the following to report:

- ❖ We have been out on the roads a few times for snow & ice since our last committee meeting
- ❖ We've moved sand from our Main Shop to Outlining Shops in order to make room for salt storage
- ❖ Repairs @ the Hotnix Plant on the drum are ongoing
- ❖ Snow Fence has been removed & put away in storage
- ❖ We've been working on Guardrail Repairs from accidents over winter
- ❖ We've been patching roads for the following Towns: Ahnapee, Red River, & Lincoln
- ❖ Additional Town Work included fixing a boil in the road and tree cutting for Red River Town
- ❖ State Salt Shed ~ we've installed the guardrail supports per the request from the State
- ❖ We are currently tree cutting for the State on Hwy. 29
- ❖ MSHA Safety Training is complete for the year
- ❖ Shop Update ~ Normal Maintenance & Repairs on equipment. We will soon begin de-harnessing equipment
- ❖ The Landfill CAT dozer repairs are complete
- ❖ We've been hauling Leachate @ the Landfill

Office Manager Mary O'Leary had the following to report:

- ❖ Recent Billing Cycle ended March 19th
- ❖ Hand-Outs: Roads and Bridges Budget Report (January 1st – March 19th 2016)
- ❖ Tom Karman from Schenck will be at the Highway Dept. on April 21st & 22nd to work on the 2015 Year End Books

Commissioner Todd Every had the following to report:

- ❖ Highway Updates:
 - Proposals from Vendors were due Monday for materials. Commissioner Every is working to put information together into report form
 - Pulverizing & Milling Bids are due Friday, April 22nd, 2016
 - We received our CHIP agreement from the State for the project on CTH "D"
 - Other Towns / Cities also receiving CHIP money includes the City of Kewaunee, Town of Montpelier, and the Town of Pierce
 - Our salt purchase for next winter will be on the lighter side because of the amount of inventory we have left over from this year due to the mild winter
 - FYI: The STH "54" project in Brown County will begin mid-June
 - Hand-outs: County Roads & Bridges Revenue & Expenditures Report, February 2016, prepared by Paul Kunesh, Finance Director
- ❖ Solid Waste Updates:
 - CAT dozer repairs are complete, equipment is back @ the Landfill

- Hand-Outs:
 - Solid Waste Revenue & Expenditures Report, February 2016, prepared by Paul Kunesh, Finance Director
 - Tonnage & Charge Summary (by refuse) Jan. 1 – Mar. 31, 2016
 - Tonnage & Charge Summary (by hauler name) Mar. 1 – 31, 2016
 - Tonnage & Charge Summary (by refuse) Mar. 1 – 31, 2016
- Ayres Assoc. is working on submitting the annual report

Committee Member John Mastalir asked about an area of River Road where the road is breaking up ~ update on condition was given by Commissioner Every.

Discuss 2016 Asphalt Oil and Emulsion Oil Bids: The following bids were received:

PG 58-28 Asphalt	<i>Flint Hills Resources</i>	=	\$350.32 per ton
	<i>Henry G. Meigs</i>	=	\$356.86 per ton
Emulsion Oil (HFRS-2)	<i>Flint Hills Resources</i>		\$1.4329 per gallon (oil)
	Application Cost		<u>\$0.50 per gallon (Fahrner Asphalt)</u>
	Total:		\$1.9329 per gallon
	<i>Henry G. Meigs</i>		\$1.8778 per gallon (oil)
	Application Cost		<u>\$.012 per gallon (Meigs Advantage)</u>
	Total:		\$1.9978 per gallon

The following Motion was made by Bruce Heidmann: The Kewaunee County Hwy Dept committee accepts the proposal from *Flint Hills Resources* for HFRS-2 Emulsion oil and application costs for \$1.9329. We also accept the proposal from *Flint Hills Resources* for PG 58-28 asphalt for \$350.32 per ton. The committee also approves splitting the annual order of asphalt between the two vendors, with approximately 75% of the orders going to *Flint Hills Resources* and 25% going to *Henry G. Meigs, LLC* in order to allow more ordering flexibility for the County if *Henry G. Meigs, LLC* meets the low bidder's price. Second by Gary Paape. All in favor. Motion carried unanimously.

Discuss Land Lease for Hot Mix Plant: A draft copy of the Land Lease agreement was provided to all committee members. There is a minor change of land area. An area previously marked as 500 ft in each direction has now been lengthened to 625 ft in each direction. The lease agreement will cover 2017 – 2021. Motion to approve the land lease & move to obtain signatures by the parties involved made by John Mastalir. Second by Tom Romdenne. All in favor. Motion carried unanimously.

Update on Highway Worker Employee Recruitment: All 3 individuals have passed all pre-employment requirements and began work on Monday, April 4th. The new hires plus Commissioner Every will attend MSHA Safety Training on May 11th in Appleton. This training is provided by County Mutual Insurance.

Approve & Sign Vouchers: Highway Vouchers paid by check: \$9,674.39. Highway Vouchers paid by credit card: \$44,325.15. Solid Waste Vouchers paid by check: \$38,778.44. Solid Waste Vouchers paid by credit card: \$267.16. Motion to approve vouchers as presented made by Bruce Heidmann. Second by Gary Paape. All in favor. Motion carried unanimously.

Approve Travel Requests: None

Any other business as allowed by law: Committee Member Bruce Heidmann took a brief moment to state it's been a pleasure serving on the Highway Dept Committee and working with the Office Staff for all these years. He's proud of everyone's hard work, dedication, and accomplishments over the years. This will be Bruce's final Committee Meeting.

Chairman Kirchman asked for an update on the Stock Room Clerk Position. Commissioner Every stated as of now, the duties continue to be split/shared between the Office Manager, Shop Foreman, and the Fuel Manager. The

Commissioner & Office Manager plan to sit down and map out the process to see where improvements can be done moving forward and who will be perform the duties.

Committee Member Gary Paape asked about our ability to weld & fabricate repairs using the staff members we currently have. Short discussion followed.

Next Meeting Dates:

- ❖ May 4th, 2016, WCHA NE Region Mtg. – Fond du Lac

Adjournment: Motion made to adjourn today's meeting by Bruce Heidmann. Second by Gary Paape. All in favor. Motion carried. Meeting adjourned at 10:03 AM.

Respectfully submitted:


Jenny Salentine, Recording Secretary

Highway/Landfill Committee Minutes

May 4, 2016

The Highway Committee meeting was called to order at 6:30 AM by Chairman Larry Kirchman. Members present included: Larry Kirchman, Gary Paape, Tom Romdenne, and Pat Benes. John Mastalir was excused.

Adoption of Agenda: Gary Paape made a motion to adopt today's Agenda. Second by Tom Romdenne. Motion carried unanimously.

Travel to NE Region WCHA Spring Meeting in Fond du Lac: The committee attended the NE Region WCHA Spring Meeting in Fond du Lac.

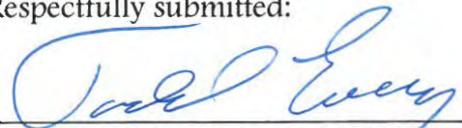
Approve Travel Requests: Motion by Gary Paape to approve three committee member registrations (Benes, Paape, and Romdenne) and Commissioner Every's registration for the WCHA Summer Conference in WI Dells, June 6-8. Seconded by Tom Romdenne. Motion carried.

Next Meeting Dates:

❖ May 18th at 8:45 AM

Adjournment: Motion made to adjourn today's meeting by Pat Benes. Second by Gary Paape. All in favor. Motion carried. Meeting adjourned at 2:30 PM.

Respectfully submitted:



Todd Every, Highway Commissioner

Highway/Landfill Committee Minutes

May 18, 2016

The Highway Committee meeting was called to order at 8:45 AM by Chairman Larry Kirchman. Members present included: Larry Kirchman, Gary Paape, Tom Romdenne, John Mastalir, and Pat Benes. Also present was Highway Commissioner Todd Every, Office Manager Mary O'Leary, Patrol Superintendent Joe Dax, and Recording Secretary Jenny Salentine.

Adoption of Agenda: John Mastalir made a motion to adopt today's Agenda. Second by Pat Benes. Motion carried unanimously.

Approval of Minutes: John Mastalir made a motion to approve the Highway Committee Minutes from their April 4th, 2016 & May 4th, 2016 meetings. Second by Pat Benes. Motion carried unanimously.

Appointment of Committee Vice Chairman & Secretary: Chairman Kirchman appoints Gary Paape as Vice-Chairman and Tom Romdenne as secretary.

Review Committee Rules: The rules & responsibilities of the Highway and Solid Waste Committee were presented to all committee members. Short discussion followed with questions & answers. A motion to approve the duties & responsibilities of the Highway and Solid Waste Committee made by John Mastalir. Second by Gary Paape. All in favor. Motion carried unanimously.

Public Comments: None

Reports:

Patrol Superintendent Joe Dax had the following to report:

- ❖ State Roads:
 - Brush Cutting on STH "29" complete
 - 75% shouldering grading complete
 - Guard rail repairs complete
- ❖ County:
 - Prepped Fairgrounds Racetrack
 - Repaired cross drain pipe in Dyckesville
 - Repaired cross drain pipe on CTH "E"
 - Repaired Soft Boil on CTH "E"
 - Repairs @ the Hotmix Plant are ongoing – this is in preparation for the season
 - Existing steel Wash-Bay Tank was replaced w/ 2 concrete tanks due to holes in the tank & ground water leaking in
- ❖ Town Work:
 - Red River: grading roads & added gravel plus brush cutting
 - Red River: replaced cross drain pipe
 - Montpelier: ripped, placed gravel, and graded Maple Road
 - Casco Village: abandoned a cross drain near CTH C bridge.
 - Rolled Baseball & Soccer Fields for both Village of Luxemburg & Village of Casco

Office Manager Mary O'Leary had the following to report:

- ❖ Hand-Outs:
 - Roads and Bridges Budget Report (January 1st – April 16th 2016)
 - Winter Costs for all Cities, town, & Villages
 - October 20, 2013 thru April 19, 2014
 - October 19, 2014 thru April 18, 2015
 - October 18, 2015 thru April 16, 2016
- ❖ Tom Karman from Schenck will attend the June 9th Committee Meeting to present the 2015 Year End Financial Report for the Highway Dept.
- ❖ Current Billing Cycle ends May 28th

Commissioner Todd Every had the following to report:

❖ Highway Updates:

- Hand-outs:
 - County Roads & Bridges Revenue & Expense (2015 year end), prepared by Finance Director Paul Kunesh
 - County Roads & Bridges Revenue & Expense (March 2016 only), prepared by Finance Director Paul Kunesh
 - Copy of the 2015 Audit, prepared by *Schenck*
- 3 Equipment Items listed on WI Surplus Auction online site have sold
 - 2 graders sold @ \$75,000.00 each
 - Dozer sold @ \$108,500
 - We will now work at adding more equipment items to the online site
- PBM Update:
 - We have an approved contract for a crack filling project on STH “29” from CTH “C” to the Brown County Line valued at \$145,000.00
- DMA (Discretionary Maintenance Agreement) – Project on STH “29” to mill off & re-pave the rutted areas for \$130,000.00. We also received an agreement for ditching project agreement for \$30,000.00, and a paint striping agreement for \$88,300.00
- Salt Contamination Site Update: We have received a letter from WI DNR stating the case has been closed. All cleanup requirements have been met.
- Hot mix asphalt bids for the CHIP funding & CHIP-D funding are due today @ 4:00 PM
- We no longer have materials stored at Breitlow’s Pit, we have sold the materials to another contractor.
- CTH “H” Bridge Deck replacement begins June 13th and will finish early August
- LTE Update: 4 summer help employees have been hired for various jobs assignments
- Ditch Mowing: We will be doing the mowing for 9 out of 10 Towns this season

❖ Solid Waste Updates:

- Hand-Outs:
 - Tonnage & Charge Summary (by refuse) April 1- 30, 2016
 - Tonnage & Charge Summary (by refuse) January 1 – April 30, 2016
 - Account Aging Report ~Receivables (May 9th, 2016)
 - Solid Waste Revenue & Expenses 2015 Year End Report (prepared by Paul Kunesh, Finance Director)
 - Solid Waste Revenue & Expenses (March 2016 only), prepared by Paul Kunesh, Finance Director
- Paper Picking @ the Landfill as normal

Discuss CTH “D” Project Donation: Commissioner Every had a few hand-outs for the committee including an aerial view photograph of the proposed improvements on CTH D/10th Road intersection and a copy of the Highway Improvement Donation Agreement between Kewaunee County and Randall & Renee Ebert. Mr. Ebert has contracted Ayres Associates to engineer the drawings / plans for the improvements and has covered all expenses. The project includes adding right and left turn lanes off of CTH “D” onto 10th Road. Chairman Kirchman stated the committee will have the opportunity to review the project site location when the committee takes their road tour at the June 23rd committee meeting. The following motion made by Gary Paape: The Highway Committee recommends the Kewaunee County Board enters into a donation agreement with Randall & Renee Ebert for the improvements on CTH “D”. Second by Tom Romdenne. All in favor. Motion carried unanimously.

Discuss WCHA Recognition Resolution for Bruce Heidmann: Commissioner Every presented a draft resolution recognizing Bruce Heidmann’s years of service with Kewaunee County and the Wisconsin County Highway Association. Commissioner Every recommended approving the draft & forwarding to the Wisconsin County Highway Association for consideration at the next Highway Conference. Motion to approve made by Tom Romdenne. Second by Pat Benes. All in favor. Motion carried unanimously.

Approve & Sign Vouchers: Highway Vouchers paid by check: \$22,533.45. Highway Vouchers paid by credit card: \$17,068.52. Solid Waste Vouchers paid by check: \$33,468.36. Solid Waste Vouchers paid by credit card:

\$0.00. Motion to approve vouchers as presented made by Tom Romdenne. Second by Gary Paape. All in favor. Motion carried unanimously.

Approve Travel Requests: TDA Regional Meeting – May 24th, 2016 in Green Bay. A motion made by Tom for approval of any interested committee members to attend the TDA Regional Meeting. Second by Gary Paape. All in favor. Motion carried unanimously.

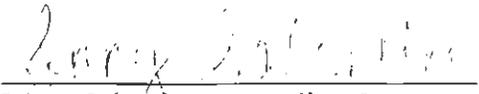
Any other business as allowed by law: None

Next Meeting Dates:

- ❖ Thursday, June 9th @ 8:45 AM
- ❖ Thursday, June 23rd @ 8:45 AM
- ❖ Thursday, July 14th @ 8:00 AM

Adjournment: Motion made to adjourn today's meeting by Pat Benes. Second by Tom Romdenne. All in favor. Motion carried. Meeting adjourned at 10:56 AM.

Respectfully submitted:



Jenny Salentine, Recording Secretary

Kewaunee County
PERSONNEL, ADVISORY, AND LEGISLATIVE COMMITTEE MEETING

Meeting Minutes

Date: Wednesday, June 15, 2016 / Time: 1:00 p.m., County Board Room
Kewaunee County Administration Center, 810 Lincoln Street, Kewaunee, WI 54216

Call to Order: The meeting was called to order at 1:02 p.m. by Bob Weidner.

Roll Call: Members present were Scott Jahnke, Larry Kirchman, John Mastalir, Gary Paape, John Pagel, Tom Romdenne, Kaye Shillin, Linda Sinkula, Bob Weidner.

Others present: Todd Every, Mary O'Leary, Dave Myers, Jack Schad, Matt Joski.

Approve June 15, 2016 Personnel Committee Meeting Agenda and Approve May 11, 2016 Meeting Minutes: Motion by John Pagel, second by Linda Sinkula to approve the June 15, 2016 agenda and to approve the May 11, 2016 meeting minutes. Motion carried.

Personnel Report

- a. Review & Approve - Position Vacancy - 1.0 FTE Human Services Transportation Coordinator
- b. Review & Approve - Position Vacancy & Job Description - 1.0 FTE Hum. Serv. Financial Accountant
- c. Review & Approve - Job Description - Human Services Director
- d. Review & Approval - Highway Department Account Clerk II .5 to 1.0 FTE

Review & Approve - Position Vacancy - 1.0 FTE Human Services Transportation Coordinator:

This is actually a .5 FTE position not a 1.0 FTE position as stated on the agenda.

Motion by Tom Romdenne, second by Kaye Shillin to approve filling the position. Motion carried.

Review & Approve - Position Vacancy & Job Description - 1.0 FTE Hum. Serv. Financial Accountant:

Jack Schad explained the needs of the department for this position.

Motion by Linda Sinkula, second by Kaye Shillin to approve the job description. Motion carried.

Motion by John Pagel, second by Scott Jahnke to approve hiring the position 1 FTE. Motion carried.

Review & Approve - Job Description - Human Services Director: The committee discussed the updated job description. Motion by Kaye Shillin, second by Gary Paape to approve the job description.

Review & Approval - Highway Department Account Clerk II .5 to 1.0 FTE: Todd Every reviewed the history of the Stock Room Clerk position with the committee. During the last 6 months, Todd and Mary O'Leary have been doing discovery on the job and duties associated with it. Todd indicated they realized some duties were more administrative than field. Todd recommended going from 1.5 FTE in the office to having 2 full time staff in the office. The Highway Committee recommended adding a .5 position.

Motion by Larry Kirchman, second by John Mastalir to accept the Highway Committee position recommendation to hire .5 FTE administrative position within the Highway Department and to let the wage issue up to the Commissioner, Highway Office Manager and County Administrator. Motion carried.

Review & Discussion – County Board Committees – Roles and Duties: Linda Sinkula and Matt Joski commented regarding needed changes to the Law Enforcement and Emergency Management Committee Roles and Duties document. The committee will review all of the roles and duties documents at a later date with County Administrator Feldt.

Approval of Contract Between Kewaunee County & Dynamic Concepts – Completion of PSC Grant Requirements : Bob Weidner indicated the County needed to complete the feasibility study looking at another contractor. Dynamic Concepts has until the end of this month to have the study ready and submitted. The County produced a contract to engage this new company.

Motion by Tom Romdenne, second by Linda Sinkula to refer agenda item #7 Dynamic Concepts Contract with PSC to County Board for action by the County Board. Motion carried.

Discuss Comprehensive Plan – Possible appointment of a subcommittee to coordinate with other municipalities: Bob Weidner indicated he would like to appoint Larry Kirchman and Gary Paape to work with townships and others doing comprehensive plans. Bob would like this to be a subcommittee. Bob indicated he will make this an appointment at the County Board Meeting for the subcommittee.

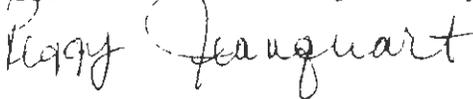
Other Matters Authorized by Law: None

Public Comment: None

Next Meeting: July 14, 2016 at 12:00 (noon)

Adjournment: Motion by John Pagel, second by Kaye Shillin to adjourn the meeting. Motion carried. Adjourned at 2:25 p.m.

Submitted by:
Peggy Jeanquart, Recording Secretary



Regular Board of Health Minutes June 13, 2016

The monthly meeting of the Board of Health was called to order at Noon at the Public Health & Human Services Building on Monday, June 13, 2016 by Chairperson Gary Paape.

Members present were: Gary Paape, Kaye Shillin, Kathy Janosky, Cindy Kinnard, Shirley Kirchman, Linda Teske, Douglas Doell, Julie Janicsek and Dr. Kurt Kurowski.

Members excused: Donna Thomas.

Public present were: William Iwen and Lynn Utesch.

A motion was made by Julie Janicsek and seconded by Kathy Janosky to approve the agenda as mailed. The motion carried.

Citizen input by William Iwen and Lynn Utesch concerned safe water and public health concerns.

A motion was made by Kaye Shillin and seconded by Shirley Kirchman to approve the May 9, 2016 minutes as mailed. The motion carried.

May Monthly Report was given by Cindy Kinnard. Immunizations for the month of May were up due to mass clinics held at the three public schools districts for Tdap vaccinations to 5th graders. WIC numbers continue to hold steady. Cynthia Farrell and Rachel Bauer held Provider Meetings at all area medical clinics during the month of May. We reached out to providers advising them of our programs and services and plan to do this once every six months. A question was asked about the flags and signs at the area beaches and Cindy advised that testing is done and Sarah Robertson takes care of any changes with flags and signs for Algoma. For Kewaunee, Matt Murphy from the City takes care of any changes with flags and signs. There being no more questions from the Board, a motion was made by Kathy Janosky and seconded by Julie Janicsek to approve the May Monthly Report as mailed. The motion carried.

Cindy Kinnard updated the Board as to diseases in the County/area. Cindy indicated that the Zika virus is a mosquito born virus and there are a few cases reported in Wisconsin but came from people who traveled to the Caribbean. Cindy further reported on the Elizabethkingia Bacteria which is a blood infection. There are 63 reported cases in Wisconsin with none being reported in Kewaunee County. No source has been determined.

Cindy updated the Board regarding the recent well contaminations. On May 4, 2016, 255 letters were sent out to homeowners within a ½ mile radius of the 11 contaminated wells that were found by the Research Group. As of date 159 kits have been picked up at our office to

test their wells (the DNR is paying for the total coliform and e.coli testing). We have received results from 121 with 8 being positive for coliform. One test showed positive for e.coli and coliform thereby requiring us to send out another 68 letters to homeowners on May 24, 2016 advising them of a contamination within a ½ mile radius. It was found by the DNR that this homeowner had a well not up to code (there was a cracked cap and casing). The DNR is working with this homeowner to correct the problems and then retest. There were two schools within this ½ radius and they have tested negative. A question was asked about the solution for coliform and it was advised that directions are given from the State Lab on their reports to bleach their wells. Cindy further advised that the schools all do quarterly well testing and all results have been good.

Gary Paape reviewed the rules and duties of the health committee with the Board. A motion was made by Linda Teske and seconded by Douglas Doell to add the following language "6. To perform all such other duties imposed by law or by order of the Kewaunee County Board of Supervisors." to the Board of Health rules and duties. Motion carried.

No comments from Dr. Kurowski.

Travel request(s): None.

A motion was made by Kathy Janosky and seconded by Shirley Kirchman to approve the monthly bills. The motion carried.

No overtime to report.

The next meeting date was scheduled at the July 11, 2016 at Noon and August 8, 2016 at Noon.

Other items as authorized by law: None.

A motion was made by Julie Janicsek and seconded by Douglas Doell to adjourn the meeting. The meeting was adjourned at 12:55 pm. The motion was carried.

Respectfully Submitted,

VETERANS SERVICE COMMITTEE MEETING

June 13, 2016

KEWAUNEE COUNTY PUBLIC HEALTH AND HUMAN SERVICES CENTER

Call to Order:

The meeting was called to order at 1:00 p.m. by Chairman Gary Paape.

Roll Call:

Members present were Chairman Gary Paape, Doug Doell, Kaye Shillin, Linda Teske and CVSO Jane Babcock. Lynn Utesch was present as a guest. Donna Thomas was excused.

Approval of Agenda:

A motion was made by Kaye Shillin and seconded by Doug Doell to approve the agenda. The motion carried.

Approval of May's Meeting Minutes:

A motion was made by Kaye Shillin and seconded by Doug Doell to approve the minutes. The motion carried.

Approval of Bills:

A discussion was held on the \$40.00 dinner charge made by CVSO Babcock that was missing a receipt. A motion was made by Doug Doell and seconded by Kaye Shillin to approve the bills as presented minus the \$40.00 dinner charge. CVSO Babcock agreed that she will take personal responsibility for that bill. The motion carried.

Department Operations:

CVSO Babcock stated that she is submitting the State CVSO Grant in the amount of \$3528. This is reimbursement for the copier/printer/scanner/fax machine that was purchased for the office.

A brief discussion was held on the monthly award spreadsheet, property tax credit report and office activity for the last month.

A discussion was held on the perpetual care reduction project that Tara has been working on.

Travel Requests:

1. CVSO Babcock will be traveling to Green Lake, WI on June 17, 2016, for an Executive Meeting.
2. CVSO Babcock will be traveling to Tomahawk, WI on June 24, 2016, for the NE Regional CVSO Meeting.

A motion was made by Doug Doell and seconded by Kaye Shillin to approve both travel requests.

Overtime:

None

Such Other Matters as Authorized by Law:

CVSO Babcock discussed the WDVA meeting that was held with CVSO Joe Aulik, CVSO Rock Larson, Governor Scott Walker, Secretary John Scocos, some state personnel and some state veteran organization leaders in regards to the CVSO Grant changes.

CVSO Babcock also discussed the upcoming regionalization proposal where counties can hire non-veterans as CVSOs, but every county office still needs to be staffed. Two counties up north did try to join together and share an office but it didn't work out. There is a resolution being drafted with all of the 72 county CVSO offices that will be presented in the future.

Next Meeting Dates:

July 11, 2016 and August 8, 2016 at 12:00 p.m. at Kewaunee County Public Health and Human Services Center

Adjournment:

A motion to adjourn was made by Kaye Shillin, and seconded by Doug Doell. The motion carried and the meeting adjourned at 2:12 p.m.

Respectfully Submitted,



Tara LaCrosse
Recording Secretary

Agriculture & Extension Education Committee Meeting
June 1, 2016
3:00 P.M.
Kewaunee County Administration Center
County Board Room

Minutes

1. Meeting called to order by Chairman Tom Romdenne at 3:00 PM.
2. Roll Call – Tom Romdenne, Gary Paape, Ron Paider, Jenny Spude, Claire Thompson, Aerica Bjurstrom. Chuck Wagner has an excused absence.
3. Approval of agenda and minutes made by Gary Paape/Ron Paider. Motion passed.
4. Approve Rules and Duties of Extension Education & Zoning Committee – The committee reviewed and did not feel any changes were needed for the guidelines. Motion to approve Rules and Duties of Extension and Education & Zoning Committee as written made by Gary Paape/Ron Paider. Motion passed.
5. WNEP Agreement Letter for FY17 Programming – Jenny Spude presented an agreement to the committee stating the Wisconsin Nutrition Education Program (WNEP) is a federally funded program, but counties support it by providing an office space, copying, phone, etc. The contract runs October 1, 2016 – September 31, 2017. A motion to approve the agreement made by Ron Paider/Gary Paape, motion passed.

Jenny also announced her resignation. She will be staying on with UW-Extension through July 30 and will be moving on to the Sturgeon Bay School District as the food service director. The open position will be evaluated at the regional office level. Claire asked the committee to support the position and to ask Door County to also support it since it is a shared role between the counties.

6. Citizen Input - none
7. Educators Reports – Written reports were presented for Aerica, Renee and Claire. The Executive Sponsors of the Extension Reorganization plan will be in Kewaunee County on July 7. The committee supported having time with the Executive Sponsors for 1-1.5 hours (Kewaunee County only) for questions and answers, followed by a meeting with Door and Manitowoc Counties afterwards. Aerica will send this request to the regional office. A time will be set accordingly and Aerica will share that information with the committee. It was also suggested the committee brainstorm which local stakeholders should be in attendance and what questions they would like to ask the Executive Sponsors when they are in Kewaunee County.

Aerica asked the committee to also fill out the Doodle Poll on the joint county agriculture specialization meeting which will be held in Kewaunee County in late August or early September. A date will be established via the poll and the meeting will be held at the Fair Grounds, followed by a tour of Junion Homestead Dairy located on County Road K in Casco.

8. Overtime - none
9. Approval – Travel - none
10. Approval – Bills – A motion to approve bills as presented made by Gary Paape/Ron Paider, motion passed.
11. Set Future Committee Meeting Dates
July 6, 3:00 PM
August 3, 3:00 PM

12. Adjourn – Motion to adjourn made by Ron Paider/Gary Paape. Meeting adjourned at 3:38 PM.

Respectfully submitted,

 6-1-16

Aerica Bjurtrom – June 1, 2016

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

A majority of the members of the County Board of Supervisors or any of its committees including: Finance & Public Property, Personnel, Advisory & Legislative, Health, Child Support, & Veterans Service, Human Services, Aging Services Unit Advisory, Extension Education, County Farm, & Zoning, Law Enforcement & Emergency Management, Land & Water Conservation, Highway & Solid Waste, Promotion & Recreation, May be present at this meeting to listen, observe, and participate. If a majority of any such committee is present, their presence constitutes a "meeting" under the Open Meeting Law as interpreted in State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

Ag & Extension Report
Aerica Bjurstrom, Agriculture Agent
Prepared for June 1, 2016

Applied Research – Working as lead of a digital dermatitis project that will include scoring over 3,000 dairy cows in a 10-county region. The group of collaborators in the project met for a second training in May at a farm in Dodge County to score hoof lesions caused from digital dermatitis. A series of fact sheets addressing hoof health, foot bath protocols, and management will be developed. Reports and articles will result from the project and will be submitted to Hoard's Dairyman, Wisconsin Agriculturist, and other local publications.

Assisted in collecting data from a Kewaunee County farm on a calf sanitation study. Two farms in Kewaunee County have participated in the project, which is being led by the Oconto county agriculture agent. A total of 15 farms in seven counties have participated in the project.

Farm Technology Days – The executive committee is currently working on hiring an executive assistant to manage backlog of calls and emails regarding the show. They will start out at approximately 5 hours a week and build up to 40+ as the show approaches. The committee received eight applications for the position and will be filling it in early June. The executive assistant will start on July 1. Committees continue to submit tentative budgets to the executive committee and all committees should be tentatively approved by August. We will revisit budgets later in the year or early next year to make sure we are still on track with expenses and income.

Scissor Clipping – Scissor Clipping alfalfa samples is an annual event that is put on UW-Extension. Scissor clipping involves selecting several sites around Kewaunee County representing various climates and varieties of alfalfa. I collect samples and take them to the forage lab in DePere. The lab returns a complete analysis of the samples and I in turn send out forage values to an email list of approximately 300 recipients. Results are also sent to local radio and TV stations where they are shared with listeners/viewer. This year's cool dry weather made it difficult for alfalfa to get going, but once the warmer weather started, the crop grew nicely. Most farmers will be harvesting the last week of May and early June, which is typical for most years. Winter damage was minimal this year due to good snow cover and consistent winter temperatures.

Conservation Day – Held the Conservation Tour for 300 sixth grade students at Kewaunee, Luxemburg-Casco, and the parochial schools in Kewaunee County. I was happy to welcome Algoma School District to the tour this year for the first time in many years. I organize the event for the schools and set up tour stops. Stops include Pagel's Ponderosa digester, Kewaunee Fish Hatchery, NEW Plastics, Rosiere Wind Farm, Kewaunee Landfill, and Wagner's managed forest area. Each stop is 45 minutes and the buses travel to each site throughout the day. The program is meant to focus on, and educate the youth on natural resources and renewable energy.

Rural Safety Day – Hosted approximately 275 children and 50 adult chaperones and teachers at Rural Safety Day at the fairgrounds. All third grade children in the county attend Rural Safety Day. Fifteen stations were set up for children to visit. Each session was 15 minutes and covered topics such as pet safety, 4-wheeler safety, bully prevention, electrical safety, farmstead safety, wildlife, and many more. I manage the budget for the event and get a grant from the UW Center for Ag Safety and Health and matching fund donation from the Kewaunee County Farm Bureau. I also presented large animal safety at one of the stations at the event.

Alfalfa Training/Dairy Team – Attended a two-day program at the Arlington Research Station that combined a state-wide dairy team meeting and an alfalfa forage training. The team meeting included program planning and development of programs for 2016-2017. The alfalfa training included a professor/researcher from Penn State University and UW-Madison specialists in alfalfa and pest management.

Kewaunee County 4-H Youth Development Extension Update

Jill Jorgensen, 4-H Youth Development Agent

June 2016

Yearly 4-H Club Leader Training: The volunteers that give their time and talents to the 4-H organization play a large part in creating effective 4-H community clubs and projects. The volunteer leaders devote a great deal of their time to make the experience successful for all of the youth involved. One of the ways that I support the leaders is through continued education to help them in their roles.

In May, I engaged club leaders in discussions and activities about the 2 topics. The first training looked at inclusion, belonging that create belonging, and accommodations to meet the needs of all youth in the program. The second training covered developing service-learning opportunities and creating an active youth voice within the county. In addition, Annual Leader Training is a great chance for the leaders to meet together and converse about the issues and opportunities that are happening in their club.

Rural Safety Day: Together, Aerica Bjurstrom, Renee Koening, and I worked with Cindy Kinnard from Public Health to conduct Rural Safety Day. At rural safety day, all third grade students in the county are invited to learn more about safety practices that they should be aware of while living in a rural community. The day is a hands-on, fun, and educational experience. Additionally, I prepare a booklet for the youth to take home with them to remind of the information points that they learned that day. It is our hope that the booklets will promote conversations between family members about the topic of rural safety practices and readiness.

Round Robin Showmanship Clinic: I have been working together with a team of youth and adults to be plan the 4th annual Round Robin Showmanship Workshop. During this workshop older youth and adult presenters work with 4-H members to learn about showmanship. There are eight different species featured at the event and youth move from station to station learning about each species. This is a great opportunity to youth to engage with members and leaders and have a hands-on learning experience.

State Horse Educational Event: We had a number of youth participants from Kewaunee County compete in the statewide horse educational events held in Wausau. Kewaunee County 4-H Members took part in speaking and demonstration, horse quiz bowl and hippology contests. The volunteers and youth worked throughout the year to prepare for these contests. I worked with the youth members in the speaking and demonstration contests to help them polish their speeches. Their hard work paid off and a number of the youth received ribbons and placings in their respective events. Ashlee Siegmund and Stacy Stepanek won the Senior Team Demonstration Contest and will be representing the state of Wisconsin at a national level horse educational 4-H speaking contest held at Quarter Horse Congress in Ohio.

Practitioner Dilemma Training for IL Extension Staff: I was part of a team of four 4-H Youth Development Colleagues that were asked to train their staff on the Practitioner Dilemma Training that was created a number of years ago by Wisconsin Extension Youth Development staff. I was part of that original curriculum writing team and a program facilitator. This training provides research, tools, and hands-on development regarding to work through dilemmas and conflict as a youth development professional. The training was well received and the evaluation revealed that participants walked away with new knowledge and tools that they could use in their everyday work life.

Upcoming Events that I am working on:

Camp: The overall camp planning is well under way for the 2016 summer camp season. We will be holding summer camp June 11-14th at Camp Bird with Door and Brown County. This year noted a change in our camp pairing because Calumet County decided to go to a different camp for the year. We are currently in the process of recruiting counselors and looking for other staff members such as lifeguards. Finding counselors with great leadership skills is an integral part of having a successful camp. We have 35 summer campers and 7 teen youth staff attending camp from Kewaunee County this year.



University of Wisconsin. U.S. Department of Agriculture and Wisconsin counties cooperating. UW-Extension provides equal opportunities in employment and programming including Title IX and ADA.

Renee Koenig, Family Living Educator, UW-Extension Kewaunee County

Activities report for June 1, 2016

Rural Safety Day- Rural Safety Day was held at the fairgrounds again this year. Nearly all 3rd grade students in the county attend the educational event. The presentations on safety are rated highly by the school teachers.

Programs for Home and Community Educators (HCE) – In April, I presented to HCE members on the topic of green cleaning for a safer home and healthier planet. I also presented at the HCE banquet about mindfulness for stress management and healthier minds.

Nutrition and Physical Activity – I participate in a coalition addressing nutrition and physical activity. A monthly calendar of physical activity opportunities is shared widely across the county to promote healthy activities and events.

Ancient Grains – I presented at the Algoma Community Wellness Center on the topic of Ancient Grains and Whole Grains including healthy recipes and food preparation tips.

Home Alone – I have a display at the Kewaunee Public Library to inform parents about the program. The Home Alone program helps parents prepare their children for self-care. I helped develop an online video based curriculum with UW-Extension colleagues in Calumet and Manitowoc counties. I will be presenting at the National Extension Association of Family and Consumer Sciences conference in Big Sky, Montana in September. My hope is that these presentations will allow more families to learn about the Home Alone program and keep their children safe.

Trauma Informed Parenting – I have completed 16-hour Trauma Informed Parenting Training along with the staff from Human Services Children and Families. The training is part of Wisconsin's comprehensive approach designed to address the needs of children, families and their communities.

Health Literacy Training – I attended a training on Health Literacy in Appleton. There are numerous resources available to medical providers and families on how to reduce healthcare jargon and improve the understanding of medical issues. UW-Extension partners with Covering Wisconsin for health insurance literacy.

Kewaunee County Agriculture and Extension Committee
Activities Report for May, 2016
Claire Thompson, Community Development Educator
Kewaunee County Cooperative Extension

Economic and Organizational Development:

- Survey development, research and facilitation assistance and survey development for Kewaunee County Sheriff's Department Fit for Duty initiative.
- Continued facilitating community action planning for First Impressions Team for the City of Algoma.
- Facilitation and research to develop the Ahnapee Trail Head in Algoma in cooperation with First Impressions Team and the LIVE Well Algoma Community Initiative.
- Met with one entrepreneur to provide business planning education for small scale dairy operation.

Local Food System Economy:

- Promotional and resource support "Women Caring for the Land" program with Midwest Organic and Educational Service and Rural Enterprise Network held at the Farm Market Kitchen
- Continued participation and planning assistance for Algoma Farm to School Task Force and preparation for Annual Farm to Cafeteria conference in Madison. Received SARE grant to attend the conference.
- Continued support to Farm Market Kitchen with education, facilitation and technical assistance to the FMK board and staff to support succession planning of staff members.
- Continued program development and planning for events and educational programs at the Farm Market Kitchen.

Other:

- CNRED In-Service participation in Wausau
- Extended reduced appointment to 60% FTE until June 30, 2016.
- Participation in UWEX CRD Standards, Rank and Promotion Committee.

Law Enforcement/Emergency Management Committee Minutes

The LE/EM Committee meeting was held on Wednesday, June 15th 2016 at the Luxemburg Fairgrounds Building.

Called to Order: Linda Sinkula called the meeting to order at 9:30 am.

Members Present: Linda Sinkula, Chris Rasmussen, Patrick Benes, Scott Jahnke, Sheriff Matt Joski, Chief Deputy Dave Cornelius, EM Director Tracy Nollenberg. Others present: Robert Weidner.

Public Comment: none

Travel/Training Request(s): Director Nollenberg presented travel request for herself to attend an evaluated exercise held at the Pierce County Emergency Operations Center & a request for Terri Marcusen to attend Public Information Officer training at Winnebago County Sheriff's Department.

Pat Benes made the motion to approve requests, seconded by Scott Jahnke; motion carried.

Law Enforcement Agenda: Sheriff Joski reviewed his department's year to date (through April) budget.

Chief Deputy Cornelius explained the new Jail schedule will be effective July 10th to eliminate all overtime. A six month trial period will be given to see how this will work. Chief stressed that this schedule will only work with having present staffing levels. This includes the two that completed their FTO program as well as a current resignation that has caused a position needing to be filled. There is still another open position that also needs to be addressed. Sheriff mentioned the need to continue to be able to recruit and then maintain officers by being competitive.

Sheriff updated committee on daily population for Jail, as well as an update on Jail Facility Study. The Facility study is still a work in progress & he is hoping to bring in training locally.

Sheriff shared information on a recent trip to Washington DC that he, Chief Deputy Cornelius & County Administrator Scott Feldt were invited to attend regarding 21st Century Policing – President's Plan. Chief Deputy explained that this is an effort to provide integrated policing to help communities and law enforcement agencies across the country to strengthen trust and collaboration.

Emergency Management Agenda: Director Nollenberg presented her department's monthly financial report.

Director Nollenberg is still working on finalizing EOP Updates with the City of Kewaunee. She has scheduled a tabletop exercise with them for October.

An update was given on the database cleanup of CodeRed – 24% of operator intercept calls were removed from the database as a result of the April tornado drill. Nollenberg said she stresses to residents who sign up for CodeRed the need to keep their information current or to let the EM department know – which helps avoid clogging up the CodeRed call out process.

Nollenberg gave a status update on the FEMA NIMS Compliance Certification. Approximately 45% of the tests for certification have been taken. Nollenberg said she had an instructor teach 3 classes recently in the EOC for those that wished to take the class that way. The remainder will need to take the class online.

Recent Point Beach quarterly testing drill was shared with committee. Next scheduled Point Beach quarterly drill is scheduled for September 27th.

Director Nollenberg also shared with the committee that for August she is scheduling a hazardous incident tabletop exercise; a decon/cocooning and wound fleshing training with Kewaunee County emergency responders and a disaster assessment team meeting.

Approval of Bills: Chris Rasmussen motioned to approve bills, seconded by Scott Jahnke; motion carried.

Next Meeting: The next meeting was scheduled for July 12th, 9 am, Kewaunee Courthouse. Alternate meeting date set for August 9th, 9 am, Kewaunee Courthouse, if needed.

Other Business: Pat Benes mentioned a petition by four Casco residents to request an ordinance regarding semi-truck engine breaking. Discussion by committee about addressing this issue. Sheriff Joski recommended adding this item to the next meeting agenda.

Adjourned: Pat Benes made the motion to adjourn, Scott Jahnke seconded; motion carried. Meeting adjourned at 10:55 am.

Submitted by:

Terri Marcusen


Recording Secretary

Kewaunee County Land and Water Conservation Regularly Scheduled Committee Meeting

Kewaunee County Fairgrounds Office June 14, 2016 9:00 AM

Minutes

1) Call to Order: Meeting called to order at 9:00 AM by Chairman John Pagel

2) Roll Call: Committee Members present: John Pagel, Ron Paider, Lee Luft, Charles Wagner, & Clark Riemer

LWCD Staff present: County Conservationist, Davina Bonness

Kewaunee County Board Chair Robert Weidner, and County Board Members Gary Paape, Mary Ellen Dobbins & Larry Kirchman
Joe Johnson NRCS

3) Approval/Repair of Agenda: Motion to approve the June 14th agenda was made by Ron Paider and seconded by Chuck Wagner. Committee vote was unanimous in favor of the motion.

4) Approval/Repair of May 10th, 2015 Meeting Minutes: One change to the minutes was that Clark Riemer was not in attendance. Motion to accept the May 10th meeting minutes with revision was made by Lee Luft and seconded by Ron Paider. Committee vote was unanimous in favor of the motion.

5) Public Comments regarding the regularly scheduled Land and Water Conservation Meeting:

There was 6 public comments that discussed (1) concerns with AgroPur's discharge of chlorides in the East Twin; (2) how citizens are concerned with how they keep hearing about innovation and technology but continue to have problems with ground and surface water; (3) the DNR audit and how the County needs to step up and take on more enforcement and compliance; (4) Chapter 23, ban aerial manure spraying, letters to landowners, implement DNR recommendations.

6) Department Reports:

a) *Animal Waste Storage Permits:* None

b) *Farmland Preservation/Standards and Prohibitions Walkovers:*

Farmland Compliance Updates for May

Total of 27 compliance reviews and walkovers were completed. Of those completed, 18 were found to be in full compliance of NR 151 and 590 standards, while 8 landowners received schedules of compliance. One was in full compliance but had recommendation for manure storage and barnyard through TRM.

Compliance issues ranged from areas of un-vegetated concentrated flow channels, tillage setbacks from intermittent or navigable streams and a feed pad leachate collection systems not installed. Timelines to achieve compliance varied with severity of the issue and solutions to achieve compliance have been discussed in person to ensure awareness and compliance is met.

Multiple karst features were documented during the walkovers in effort to ensure CCA's have up to date maps with known features. Brief descriptions and locations have been mapped in GIS on the Karst Feature layer and updated layers will be shared with cooperating agencies and Nutrient Management Planners (CCA's).

Erin is currently reviewing all 2016 NMPs submitted to our LWCD office. She has sent out a total of 17 letters in May/June regarding soil tests, covering 37 parcels and 7 producers, 4 different CCAs

c) *Conservation Plans for Approval:* Gary Breitlow, Joseph Salm, Srnka Farms

d) *Notice of Non-Compliance Updates:* None

e) *Well Testing June 6th Program:* 129 total samples, 33 wells (25.6%) with coliform bacteria and/or nitrates >10ppm. No e-coli was detected.

f) DNR Workgroup Update:

Davina Bonness will be presenting to the County Board on June 21st ; EPA / DNR workgroup public meeting on June 23rd at 6:00pm at the Luxemburg Fair Expo Center. Alternative Tech group will first meet on June 23rd from 2-5pm

7) Cooperating Agency Reports:

- a) USDA Natural Resources Conservation Service (NRCS): Joe Johnson explained EQIP cover crop sign up ended, bio-reactors and potential nitrates/tile.

- b) Brandon Robinson (BayLake Regional Planning) gave an update on the Kewaunee County Farmland Preservation Plan and the Comprehensive Plan. Gave the LCC handouts for them to review regarding Farmland Preservation Area, and Non-Farming Areas, and asked for the LCC to provide comments.

8) Other Matters to Discuss (if needed)

A. AgroPur Speaker: Ted Winkler & Chris Simon presented on AgroPur and focused on their discharges of chlorides and their onsite Wastewater Treatment Plant.

B. Peninsula Pride Speaker: Don Niles gave a presentation regarding Peninsula Pride Farms, which is a farmer led group covering Ahnapee and Kewaunee River Watersheds in both Kewaunee and Southern Door Counties.

9) Scheduling of Future Committee Meetings: July 6, 2016 at 9:00am; August 9, 2016 at 9:00am

10) Approval of Bills: Motion to accept the June 14th bills as presented was made by Chuck Wagner and seconded by Lee Luft, Committee vote was unanimous in favor of the motion.

11) Chairman's Wrap Up Comments:

Breakfast on the Farm: Sunday, June 19th, 8-12pm
Thursday, Ebert Enterprises, 1-4pm, Soil Pits

12) Adjournment: A motion to adjourn the meeting at 10:57 am was made by Ron Paider and seconded by Lee Luft. Motion carried unanimously.

Respectfully submitted by Davina Bonness – Kewaunee County, County Conservationist

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

MEETING MINUTES

Date: Month May 17, 2016 Time: During County Board recess
Kewaunee County Administration Center, 810 Lincoln St, Kewaunee, WI 54216
Conference Room

Call to Order: The meeting was called to order at 6:38PM by Chairman Lee Luft

Roll Call: Members present were Lee Luft, Tom Romdenne, Virginia Haske, Chris Rasmussen. Excused: John Mastalir

Others Present: Paul Kunesh

Approve the Agenda: Motion by Tom Romdenne, second by Virginia Haske to adopt the May 17, 2016 agenda. Motion carried.

Approve Minutes: None

Approve Additional Bills for Payment: Motion by Tom Romdenne, second by Chris Rasmussen to approve the bills as presented. Motion carried.

Approve County Board and Supplementary Payroll: Motion by Tom Romdenne, second by Chris Rasmussen to approve the County Board and Supplementary payroll as presented. Motion carried.

Such Other Matters as Authorized by law: None

Adjournment: Motion by Tom Romdenne, second by Virginia Haske to adjourn the meeting. Motion carried. Meeting adjourned at 6:53 PM.

Submitted by:



Paul Kunesh, Recording Secretary

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

MEETING MINUTES

Date: June 08, 2016 Time: 8:00 AM

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

Call to Order: The meeting was called to order at 8:00 AM by Chairman Lee Luft

Roll Call: Members present: Lee Luft, John Mastalir, Virginia Haske, Chris Rasmussen
Absent: Tom Romdenne.

Others Present: Scott Feldt, Paul Kunesh, Jeff Wisnicky, Robert Weidner, Ross Loining,
Jamie Annoye

Approve the Agenda: Motion by Chris Rasmussen, second by Virginia Haske to adopt the
June 8, 2016 agenda. Motion carried.

Approve Minutes: Motion by John Mastalir, second by Chris Rasmussen to adopt the May 12
and May 16, 2016 Finance Committee minutes. Motion carried.

Overtime Report: Scott Feldt discussed the May overtime report. The Sheriff department is
still a concern and the overtime is due to turnover & staffing levels, as well as the budget
amount being set lower for 2016. The Sheriff may attend the July Finance Committee meeting
to provide further details.

Monthly Financial Report: Paul Kunesh updated the committee on the April 2016 financial
reports. There are no areas of concern or outlying items that have not already been
discussed. The audit for 2015 is in progress and going well so far.

Approval 2016 budget adjustments: Review and discussion of the request and supporting
documents. Budget adjustments are to move amounts from one line or department to another
line or department for the purpose of "cleaner" reporting. No new revenue or expenditures are
involved. Motion by Virginia Haske second by Chris Rasmussen to recommend the County
Board approve the 2016 budget adjustments as presented. Motion carried.

Approval of Contract with Kewaunee County Agricultural Association: Review and discussion
of the county fair contract. The existing contract has not been updated since 1979. The most
significant changes include the Fair Board purchasing their own insurance and a limit on
County employee staff time. Robert Weidner asked for clarification of the addendum language
and the insurance coverage and limits. Motion by Virginia Haske second by John Mastalir to
recommend the County Board approve the contract with Kewaunee County Agricultural
Association as presented. Motion carried.

Payment of Invoice – Roach & Associates Feasibility Study: Scott Feldt reviewed the issue
and events to date. The Wi Public Service Commission (PSC) awarded a clean energy grant to
Kewaunee County for a feasibility study of converting liquid manure to methane gas. An
RFP was issued and contract awarded to Roach & Associates (Roach) in March. PSC
contacted the County in May and stated the scope of the work done by Roach was not
sufficient and the grant would not pay for that work. The County has selected a different
vendor to complete the grant work. Roach has time and expenses for work completed to date.

No action taken by the committee. Chairman Luft and other County officials will meet with Roach to discuss the requested payment amount.

Discussion – a) Revenue options 2017, b) Cost savings: Scott Feldt presented a list of revenue generation & cost savings items with no recommendation on any specific item. The committee reviewed & discussed items & the impact of implementing some of the items, but was not able to get through the entire list. The next committee meeting will continue the discussion.

Chris Rasmussen left the meeting at 9:46.

Approval of Bills for Payment: Motion by Virginia Haske second by John Mastalir to approve the bills as presented. Motion carried.

Next Meetings:

06/21/16 4:30 PM (prior to CB). Start time moved up to continue Revenue/Cost options discussion

07/07/16 8:00 AM

then the Second Thursday of each month at 8 AM through the end of 2016

Public Comment: None

Adjournment: Motion by Virginia Haske, second by John Mastalir to adjourn the meeting. Motion carried. Meeting adjourned at 10:15 AM.

Submitted by:



Paul Kunesh, Recording Secretary

KEWAUNEE COUNTY
HUMAN SERVICES COMMITTEE MINUTES
June 16th, 2016

The meeting was called to order by Chairperson Kaye Shillin at 9:02 a.m. Present for the meeting were Mark Buchanan, Mary Ellen Dobbins, Virginia Haske, Shirley Kirchman, Lee Luft, Rose Quinlan, Paul Ravet, Mary Ann Szydel and Linda Teske. Also present were Melissa Annoye, Sue Norton, Corrine Konkol, Bob Mattice, Brenda Vandermause and Jack Schad.

Absent: None

Excused: Donna Thomas

A motion was made by Lee Luft and seconded by Mary Ann Szydel to approve the agenda as mailed. Motion carried.

A motion was made by Paul Ravet and seconded by Virginia Haske to approve the minutes as mailed. Motion carried.

Melissa Annoye, Family and Community Services Program Manager, provided statistical handouts for the 2015 Unit Review with Goals for 2016.

She supervises the Birth-3, Children's Long Term Support Waiver, Coordinated Services Teams, the Transportation Program and Adult Protective Services. The Birth-3 Program serves children under the age of three who have developmental delays and disabilities. We are currently serving 26 clients. The Children's Long Term Support Waiver Program generally services children up to the age of 18 and then they transition to Family Care. We currently are serving 48 children divided between 2 case managers. The Coordinated Services Team Program are coordinated service teams which wrap around consumers; the goal of the program is to find informal supports for consumers and their families so that they can eventually function well in the community without the need for formal supports like human services programs. CST is funded partially by a grant. She also discussed our Transportation Program. The driver escort program provides rides to medical, nutritional, work or other appointments. In 2015 it averaged 141 rides per month and in 2016 is averaging 188 per month. Another part of the program are the two wheel-chair assessable vans. This has averaged 71 rides in 2015 and are averaging 90 rides per month. We also do a transportation route in the City of Algoma which the bus runs Monday thru Friday from 10:00 – 2:00. We are averaging about 247 rides per month in 2016, which is just a bit higher than in 2015. The transportation program also supports East Shore Industries' transportation program. This route provides transportation to people with disabilities to and from their homes to the East Shore Industries rehabilitation center in Algoma. Adult Protection Services are those services provided to insure the safety and well-being of elders and adults with disabilities who are in danger of being mistreated or neglected, are unable to take care of themselves or protect themselves from harm, and have no one to assist them. There were a total of 30 referrals in 2015 and in 2016 we have already received 38 referrals.

A review of the New Human Services Committee Rules were discussed and how they were different from the past. The biggest change was going from the human services board electing a chairman of their committee to the county board chairman appointing a chairman to the human services board. County board members were asked to look them over for approval at the July Meeting.

A memo of understanding for how we will assist children and families for drug endangered children and an interagency agreement was presented by Corrine Konkol and Bob Mattice. Agencies included were Law Enforcement, Schools, Probation and Parole, Health and Human Services. A motion was made by Virginia Haske and seconded by Lee Luft to approve these two memos of understandings. Motion Carried.

Board comments in regards to the Trauma Informed Care Training were very positive. We had a total of 115 people that attended the training. It was brought forth that stress creates trauma and that consumers need a stress relieving environment, in which they come up with, that can be a safe sanctuary. It was also mentioned how things that happen as a child can carry over into their adult lives. It can even happen to an unborn child if the mother has had any trauma.

A handout was given out and reviewed on the State mandates that affect county department of human services programs and budgets.

Jack discussed the three positions that are currently open in human services. The transportation position is at the point of testing through NWTC. There are four applicants. The accountant position applications close on Friday, June 17th. The director position has had two interviews and a third one is scheduled.

There will be Representative Payee changes. This program has currently 10 consumers of which 6 are clients of the agency and 4 are not. After conferring with the auditors, it was determined that this program could now be handled internally at a savings of \$7,500.00.

The ADRC has three openings for membership. We have had confirmation that the following people are willing to serve: Mary Noah and Laurie Bouche on the Commission on Aging and Paul Ravet on the ADRC Board.

Two contracts, Trempealeau County Health Care Center and Phoenix Behavioral Center were presented for approval. Motion made by Mark Buchanan and seconded by Mary Ellen Dobbins to approve the contracts as presented. Motion carried.

Motion made by Rose Quinlan and seconded by Mary Ellen Dobbins to approve the vouchers, the credit card vouchers, and the travel vouchers as presented. Motion carried.

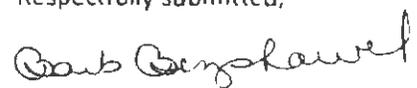
There were no public comments.

There were no other items as authorized by law.

The June Human Services Board meeting has been set for Wednesday, July 13th at 8:30 a.m.

Motion made by Paul Ravet and seconded by Mary Ann Szydel to adjourn the meeting. The meeting adjourned at 10:00 a.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Barb Benzshawel". The signature is written in black ink and is positioned above the printed name and title.

Barb Benzshawel
Billing Specialist



Kewaunee County Groundwater Task Force Meeting Minutes

Wednesday, June 8th, 2016 1:00 PM
Kewaunee County Administration Building
810 Lincoln Street - Kewaunee, WI 54216
Large Conference Room

The 2016 Kewaunee County Groundwater Task Force membership now includes:

Davina Bonness, Aerica Bjurstrom, Cindy Kinnard, Bob Garfinkel, Tom Kleiman, Andy Wallander, Dick Swanson, Mary Ellen Dobbins, Ron Paider, Randy Hallet, and Lee Luft

- 1) **Call To Order** at 1:00 PM by Chairman Luft
- 2) **Roll Call** – Excused absences: Cindy Kinnard, Randy Hallet. Absent: Tom Kleiman
- 3) **Approval/Repair of June 6th, 2016 Agenda:** Motion by Dick Swanson, seconded by Bob Garfinkel. Motion approved unanimously.
- 4) **Approval/Repair of May 4th, 2016 Meeting Minutes:** Motion to approve minutes with correction of spelling error by Mary Ellen Dobbins and seconded by Davina Bonness. Motion carried unanimously.
- 5) **Discuss recent ground and surface water related events or issues.**

A) USDA Natural Resources Conservation Service Kewaunee County Water Quality Improvement Project.

- a. Davina indicated that the NRCS continues to make progress on defining the current surface water contamination levels in an effort to set achievable goals for reducing surface water contamination.

B) DNR established five work groups to address Kewaunee County's ground and surface water problems at our August 5th, 2015 meeting. GWTF Members discuss updates from the three active work groups since the May 4th, 2016 Groundwater Task Force meeting.

- a. Short Term Solutions to obtain clean water for citizens living with unsafe wells. (Davina Bonness, Cindy Kinnard, John Pagel, Dick Swanson, and Ron Heuer were members of this workgroup).
- b. Best Management Practices for agriculture in dealing with Kewaunee County's vulnerable areas. (Davina Bonness was a member of this workgroup).
- c. Compliance and enforcement issues. (Davina Bonness and Lee Luft were members of this group).

Communication, getting accurate information to the public and information hub for all other group's recommendations.

Davina reported that the DNR and the EPA will hold a joint meeting on Thursday June 23rd at the Luxemburg Expo building. The purpose of the meeting is to update the community on the recommendations of the three Kewaunee-DNR workgroups, e.g. Short-term Solutions, Best Management Practices, and Compliance/Enforcement. This meeting is open to the public and the public is encouraged to attend. The Best Management Practices recommendations may mean rule changes will need to be enacted by the DNR.

- d. Alternative Technologies for waste treatment, disposal, and spreading.

Davina indicated that the first meeting of the Alternative Technologies Workgroup will be at 2:00 PM on Thursday June 23rd. Previously, Russ Rasmussen indicated that this group would look at three major areas of

agricultural technology:

1. Things being done successfully elsewhere.
2. New and promising technologies.
3. Asking the question; are we implementing new technologies in a timely and proper manner?

C) Update of November 13th/14th and November 20th/21st Private Well Water Test results.

Davina reported that the U.W. Oshkosh Extension has not yet completed the well stratification review from the November 2015 well test data (this is the data that will confirm at what depth the well tests were taken). Ms. Muldoon indicated that reporting the well stratification results is a major undertaking but Davina said that some summer interns may help free up time for completion of the well test data with the corresponding well depths. The summer 2016 well testing that will involve up to 500 wells in Kewaunee County is moving forward with tentative timing for July, 2016.

Davina also said that results from the voluntary testing of private wells that was conducted in May, 2016 will be available soon. **NOTE:** Following the Kewaunee County Groundwater Task Force meeting it was reported by Davina's office of the Land and Water Conservation Department that of 129 samples or 25.6% has some form of contamination (high Nitrate levels or bacteria) that would make the water unsafe for drinking/cooking.

On May 3rd, the DNR used a press release to report that 30 Kewaunee County wells that had been tested in November of 2015 had been further evaluated for other contaminants. Of the 30 randomly selected wells that had been shown to have unsafe levels of Nitrates or bacteria in November of 2015, 11 wells now tested positive for Salmonella and/or Rotavirus.

Cindy Kinnard provided a written update on the efforts that followed this positive testing for Salmonella and/or Rotavirus. On May 4th the Health Department staff enacted the protocol of contacting all private well owners within a half-mile radius of the wells that tested positive for Salmonella and/Rotavirus. The DNR also announced that it would pay the cost of testing for those households within the half mile radius of the wells containing the Salmonella or Rotavirus. Of the 255 letters sent out the week of May 4th, 108 households had completed a water test. Six of that 108 were positive for coliform bacteria and one was positive for e-coli. The Health Department then followed protocol and mailed letters to 68 additional households within one-half mile of the home with the e-coli positive well test result. The DNR agreed to pay for this new round of testing. It was later determined that the e-coli well had a cracked cap and sizable holes so no further testing to determine the cause of the e-coli contamination was done.

Previously, Davina reported that some "auto testing" of wells is moving forward so that frequent water tests from a limited number of wells can be taken on a regular basis.

Davina also indicated that the DNR is looking at conducting more on-farm inspections (at least one per year) and adding more inspectors and conducting more manure hauling audits.

D) Update on clean water access project in Algoma headed by Algoma Public Schools.

Nick Cochart indicated previously that between 40 and 45 Kewaunee County families continue to use the clean water kiosk at the Algoma High School.

E) Progress on Project Phoenix

Project Phoenix envisions piping or transporting liquid manure to a centralized manure process facility or multiple facilities in Kewaunee County where the methane gas would be captured, cleaned, and compressed for re-sale as a “green fuel.” A five month study on the feasibility of this approach was funded for Kewaunee County by the Public Service Commission.

Update: Chairman Luft reported that he was made aware by the County Administrator, Scott Feldt that the work performed by the contractor selected to carry out the project Phoenix study was deemed to be “unacceptable” by the Public Service Commission (PSC). The PSC told Administrator Feldt that due to deficiencies in the scope of the work performed by Roach and Associates, the PSC would not pay for this study. Following this news, Roach and Associates submitted an invoice to the County for \$25,000 in payment for the work it had performed to date. In the meantime, the County Administrator and County Board Chairman hired a second firm, Dynamic Solutions, LLC to carry out the project. Dynamic Solutions will have just one month to complete the study but they indicated that they would apply the appropriate resources to get the study done in time to meet an end-of-June deadline. A discussion of this issue also took place at the Finance Committee meeting earlier on June 8th. Chairman Luft was asked by the Finance Committee to meet with Mr. John Roach to discuss this \$25,000 invoice. The Groundwater Task Force had previously been told by former Groundwater Task Force members, Ron Heuer and John Pagel that Project Phoenix study would not cost the taxpayers any money. Now, however, the County is being invoiced for \$25,000 for the work performed by Roach and Associates that the PSC says is not acceptable. In addition, the newly selected consulting firm, Dynamic Solutions indicated they would not utilize the data generated to date by Roach and Associates. The Finance Committee directed Finance Committee chair, Lee Luft to contact Mr. Roach to discuss this invoice and to provide Mr. Roach with information regarding the County’s approval process for an unbudgeted expense of \$25,000 e.g. review and recommendation of the Finance Committee and then approval by the full County Board. Questions arose about why Roach and Associates was selected when Dynamic Solutions (and other companies who submitted a proposal for Project Phoenix) appeared to be far better qualified. Luft indicated that there was a great deal of discussion and concern over the hiring of Roach and Associates but that Mr. Heuer and Mr. Pagel had prevailed in the vote to select the Project Phoenix consultant.

UPDATE: Luft acting on behalf of the Finance Committee then met with Mr. Roach on June 14th and provided the information regarding the process for reviewing unbudgeted expenditures along with some of the questions/concerns already expressed by the Finance Committee and Groundwater Task Force members. Following that discussion, Mr. Roach indicated that he would like to appear before the Finance Committee at its next meeting on July 7th to state his case for payment.

F) Groundwater Task Force Reauthorization: Chairman Weidner and the Kewaunee County Board had reauthorized the work of the Groundwater Task Force through April of 2018 or until such time as the Task Force’s work is substantially complete.

G) Agropur Permit Issues: During the May 4th Groundwater Task Force meeting, Chairman Luft passed out information to new members regarding the recent DNR approval for a 250% increase in the flow of Chloride into a tributary of the East Twin River. The East Twin River is already listed as an impaired waterway by the EPA and there are some DNR reports and other citizen reports that would indicate aquatic life has already been impacted in this watershed. It would be helpful if the Groundwater Task Force could get definitive information on the health of the aquatic life in the East Twin watershed,

especially in those areas near the Chloride emission. At this June 8th Groundwater Task Force meeting, Chairman Luft asked for a vote to authorize the Chairman to prepare a Resolution asking the Wisconsin DNR to thoroughly evaluate the aquatic life of the East Twin River and the un-named tributary to the East Twin River that receives the effluent from the Agro-Pur plant. A motion was made to authorize Chairman Luft to prepare such a resolution for the approval of the Groundwater Task Force by Dick Swanson and was seconded by Andy Wallander. The vote to approve creation of a draft resolution was unanimous.

H) Davina reported that she and her Land and Water Conservation staff have been very busy conducting on-site farm walk-overs and evaluating nutrient management plans. Some nutrient management plans that were reviewed have been rejected and these plans await corrections by the farm and the plan writers. Some of the Land and Water Conservation staff are riding along with DNR personnel during times of active manure application. Davina also reported that the full county board will receive a briefing at June 21st County Board meeting on the presentation that will be seen by the public on June 23rd. This is the presentation that will outline the recommendations of the three Kewaunee County-DNR workgroups.

I) **Other issues for discussion?**

- a. For discussion at the July GWTF Meeting: Previously, Cindy Kinnard and Chairman Luft discussed the idea of sending a letter to well owners to encourage well testing. Cindy indicated mailing costs could be a concern for her Department. Health Services could request the additional funds or there is a potential to obtain donations. A mailing may now take on some added importance given the findings of Salmonella and/or Rotavirus in some Kewaunee County wells.
- b. For Discussion at the July GWTF Meeting: Chairman Luft discussed the possibility of holding evening meetings of the Groundwater Task Force and potentially holding these meetings in locations throughout Kewaunee County. This was a suggestion from Mary Ellen Dobbins at our April 6th meeting.
- c. Bob Garfinkel spoke about concerns related to ocean-going ships releasing their ballast water into the Great Lakes. Bob will follow-up and advise the GWTF on any next steps. Initial reports indicated some reduced level of enforcement on releasing ballast water and that this could prove very harmful to the Great Lakes. More to follow from Bob.
- d. Bob Garfinkel also indicated he was working on a letter to our U.S. Senators, Ron Johnson and Tammy Baldwin regarding the recent decisions by the Wisconsin Department of Justice and the DNR that would limit the DNR's role in regulating high-capacity wells in Wisconsin. Some areas of Wisconsin have already seen a major reduction in water table levels that have impacted lakes, streams, and rivers.
- e. Chairman Luft provided copies of the summary page from the recently released report by the non-partisan Legislative Audit Bureau that was highly critical of the DNR's lack of monitoring and enforcement of factory farms (CAFOs) and other commercial operations. A few examples from the report indicate that the DNR recorded just 36 of the 1,900 reports that were required to be submitted by Wisconsin's CAFOs (a 98.11% failure rate). The DNR did not consistently follow its own policies when issuing enforcement letters and only issued notices of violation in 33 of the 558 instances where such a notice should have been issued, a failure rate of 94.1%. The DNR also failed to meet its goals for farm inspections and failed to take action even when monitoring wells showed animal feedlots were contaminating

groundwater with substances harmful to human health among other failures. Luft said that given this report from the Wisconsin's own audit bureau, it becomes clear as to why it will be critical to monitor the DNR's actions here in areas like Kewaunee County where shallow soils and Karst bedrock are major risk factors. As UW Oshkosh associate professor of hydrology said at a recent presentation, "Current management practices for agriculture are clearly not protecting the groundwater" when speaking about areas with Karst geology such as Kewaunee and Door counties.

6) Discuss progress in achieving approved Groundwater Task Force goals.

A. Goal: Groundwater Task Force will establish a website that will provide a "one stop" source for updates on Kewaunee County's ground and surface waters. Champions: Cindy Kinnard and Aerica Bjurstrom.

a) Previously, Aerica Bjurstrom indicated she had posted the final report of the Manure Irrigation Workgroup on the Groundwater Task Force site and a link to the webinar produced by the DNR regarding the findings of the Manure Irrigation Workgroup.

B. Goal: Groundwater Task Force will publish no less than one press release per month to update Kewaunee County residents on the activities of the Task Force, County, State, and Federal entities working to improve groundwater and surface water in Kewaunee Co. Champion: Lee Luft

Proposed News Releases

a) Well Test Results by soil depth. *Information is not yet available for posting.*

b) Final Recommendations of the Short Term Solutions and Compliance Workgroups - *Updated recommendations from all three workgroups is pending release by the DNR Communications Workgroup on or about June 21st.*

c) Task Force members suggested a new press release be posted to announce the new members of the Task Force. Chairman Luft will complete this new press release as soon as possible.

C. Goal: Previously, Task Force member Tom Kleiman suggested the Task Force take on a new goal of providing additional information that would document the process for capping an abandoned well and the resources available to assist those who have an abandoned well on their property or who know of an abandoned well that has not been properly capped. Uncapped abandoned wells can be a direct conduit to groundwater for any contaminants near to them. There was general agreement that this would be a good goal for the GWTF. Some information about proper well abandonment is already on the GWTF web site but the information about resources and funding help is limited and needs to be addressed. A press release was also recommended.

7) Public Comments:

a. Karen Ebert-Yancy representing the Kewaunee County Star News asked about the testing that was completed following the findings of Salmonella and Rotavirus in 11 wells throughout Kewaunee County. It appears the wells tested within one-half mile of those wells with a positive Salmonella or Rotavirus result were not tested for Salmonella or Rotavirus but only for Nitrates and general bacteria. The testing that was done was paid for by the DNR.

b. Sue Weiser complimented the GWTF on "doing an awesome job" of informing the public about water contamination issues. Sue also spoke about the Legislative Audit Bureau report as a big "Red Flag" and wondered why after many years Kewaunee County still does not have a DNR warden. Sue Weiser wants the GWTF to encourage the full County Board to take action on the following:

- Board resolution in support of the recommendations of the three workgroups.
- Board resolution banning spray irrigation of liquid manure.
- Board ordinance requiring letter be sent to all land owners who rent agricultural land regarding their responsibilities.
- Board resolution giving the Kewaunee County Land and Water Conservation Department the authority to enforce all state rules and regulations regarding manure spreading. Door County's Chapter 23 Ordinance could be a great model.
- Sue provided a quote from Representative Joel Kitchens, "Don't sit back and wait for the DNR to save the day, it's not going to happen. We need to take a lot of this on locally." Sue also provided a quote from Representative Scott Krug (from the areas of Wisconsin being impacted by thousands of high-capacity wells), "It's a big problem (water) and challenge. The challenge is to be active, involved, and loud."

c. Joe Musial: No aquatic life in many parts of the East Twin watershed. We need a new study.

8) Other matters to discuss:

Previously Lee discussed an event held in Portage County in December of 2015. Portage County Executive Patty Dreier hosted a Groundwater Field Day for State Legislators on December 4th, 2015 to talk about the groundwater issues there from the perspective of many county stakeholders. *Lee still needs to follow up with Ms. Dreier to understand if this Groundwater Field Day had been o success.*

9) **Set next meeting date:** Friday July 8th, 2016 at 1:00 PM at the Kewaunee County Administration Building.

10) **Adjournment:** Motion to adjourn by Davina, seconded by Dick Swanson. Motion carried unanimously.

**KEWAUNEE COUNTY LIBRARY SERVICES BOARD
2015 ANNUAL REPORT**

Kewaunee County, served by the Kewaunee County Library Services Board (KCLSB), has completed its 40th year as a participating county in the Nicolet Federated Library System (NFLS). Two city libraries, one in Algoma and the other in Kewaunee, serve the residents of Kewaunee County.

Wisconsin provided the Algoma and Kewaunee Public Libraries, through the NFLS, with the following grant monies.

<u>Algoma</u>	<u>Used for</u>	<u>Spent</u>
NFLS Direct Cash Grant	E-Books	\$1,088.00
	Continuing Education	\$ 500.00
<u>Kewaunee</u>		
NFLS Direct Cash Grant	DVDs	\$1,088.00
	Continuing Education	\$ 500.00
Total		\$3,176.00

Each year Kewaunee County receives a Library Collection Development Grant from NFLS for \$2,176.00. This grant is divided equally between the Algoma and Kewaunee Public Libraries and used to upgrade their collections. Grants are also received by both libraries for continuing education programs.

In addition, NFLS provided our libraries with membership in the North East Wisconsin Intertype Library Association, several in-service workshops, a printing allowance, the interloan library costs, and consulting services.



**A LOOK
at the
BUDGET**

The 2015 budget for the KCLS Board was \$224,668.00, all of which was contributed by Kewaunee County. This funding puts Kewaunee County at the 60%-40% "city versus county" funding level recommended by the Library Study Committee and approved by the Kewaunee County Board of Supervisors in October, 1998.

The 2015 budget expenditures were as follows:

<u>Description</u>	<u>Budget</u>	<u>Amount Spent</u>	<u>Unexpended</u>
Algoma Public	\$112,334.00	\$112,334.00	-0-
Kewaunee Public	\$112,334.00	\$112,334.00	-0-
Administrative Expense	\$ 1,450.00	\$ 1,188.00	\$262.00

The remaining \$262.00 from the budget was divided between the two libraries.

The total amount spent by the Algoma Public Library in 2015 was \$290,823.00, while the Kewaunee Public Library's expenditures were \$211,430.00. The total budgets for both libraries were \$502,253.00.

Both libraries provided a variety of professional services to county residents. Examples of these services include:

	<u>Algoma</u>	<u>Kewaunee</u>
Reference questions answered	6,917	11,183
Interloan Library items loaned	13,609	19,081
Interloan Library items received	22,502	15,253

The Algoma and Kewaunee Public Libraries are happy to announce that wireless internet service is now available, thanks partially to a grant from the Federal Institute of Museum and Library Services. Anyone with a computer equipped with a wireless network card will now have access to wireless internet service when they visit either library.

Circulation of all materials (including books, magazines, DVD/VHS, music CD's and electronic items)

83,743 79,290

Materials circulated that are not bar coded (including pamphlets, magazines before 1998, art prints, local history items, newspapers on microfilm, and filmstrips)

-0- 441

Internet station use:

5,819 7,894

Wireless internet use:

5,434 3,210

Other equipment use (microfilm machine, employment and genealogy computers, movie screen, any other equipment)

939 1,169

Total number of programs:

493 227

Total attendance at programs:

5,756 3,331

Additionally, each library presented its own specialized programs, as follows:

Algoma Library Program

Adult Programs	66
Young Adult Programs	22
Children Programs	197
Family Programs	208
TOTAL Programs	493

Adult Attendance	310
Young Adult Attendance	182
Children Attendance	3633
Family Attendance	1631
TOTAL Attendance	5756

2015 was an interesting year for the Algoma Public Library when it came to programming. This was due to the fact that there was a 100% change over of the librarians throughout the year. Every librarian position was vacated and filled by someone new between January and December 2015. When it comes to the adult, young adult, and children's librarians this was each of their first library job so there has been a lot of new things to learn.

Keeping this in mind, the Algoma Public Library was still able to execute some great programs. Throughout the year there were 493 programs offered to library patrons. The total attendance at these programs was 5,756 people. With the new staff there have been a lot of new programming ideas that have been tried and the patrons appear to be enjoying it.

A few of the programs the library put on in 2015 include after school movies for children, afternoon matinees for adults, a visit from Santa and Mrs. Clause, story times, book clubs and many more.



The Algoma Public Library and the Kewaunee Public Library are members of the Nicolet Federated Library System (NFLS) and the Outagamie Waupaca Library System (OWLS) consortium. Participation in OWLSNet offers the public access to more than 1,653,156 items through the library's automation system and InfoSoup, the online card catalog. Library cards are issued for three years and can be used at any of the 53 libraries in the OWLSNet consortium. Library customers can also use their cards to order library materials through InfoSoup and have those items directed for pickup to the library of their choice. The total number of Kewaunee County residents registered with library cards as well as total circulation is listed below by location.

2015 COMBINED LIBRARY STATISTICS – ALGOMA AND KEWAUNEE

	<u>CARDHOLDERS</u>	<u>CIRCULATION</u>
ALGOMA CITY	2,469	29,367
KEWAUNEE CITY	1,865	33,203
AHNAPEE TOWNSHIP	494	7,411
CARLTON TOWNSHIP	275	4,264
CASCO VILLAGE	145	1,870
CASCO TOWNSHIP	329	2,757
FRANKLIN TOWNSHIP	107	1,329
LINCOLN TOWNSHIP	263	2,428
LUXEMBURG TOWNSHIP	275	3,376
LUXEMBURG VILLAGE	383	5,553
MONTPELIER TOWNSHIP	206	2,425
PIERCE TOWNSHIP	429	9,124
RED RIVER TOWNSHIP	130	1,617
WEST KEWAUNEE TOWNSHIP	553	7,055
OUTSIDE OF KEWAUNEE COUNTY	589	7,241
TOTAL	8,512	119,020
Non-Barcoded Items		441
Electronic Circulation (E-books)		7,038
Interlibrary Loan Items loaned (Materials sent to other libraries are not included in circulation figures)		32,690
<u>COMBINED CIRCULATION FROM ALGOMA & KEWAUNEE</u>		<u>159,189</u>

Kewaunee County Library Study Report

In January of 1997, Kewaunee County Board Chairman Harold Reckelberg appointed and the County Board approved a Library Study Committee in February. The committee was appointed in response to a meeting in October of 1996 attended by members of the boards of the cities of Algoma and Kewaunee, the County Board, the Library Services Board, the librarians, and interested citizens. The purpose of this committee was to study the current library system, determine if it meets the needs of the county, and, if not, make recommendations to change the library system and possibly its funding.

Members of the Library Study Committee included Ed Dorner, Chair, Jean Doell, Ron Opicka, Kathy Hutchinson, Cheryl Rayome, Tom Romdenne, John Slatky, Bob Entringer, and librarians Sue Grosshuesch and Ann Schmitz. The committee issued an interim report in August of 1997. The final report was issued in June of 1998, and approved by the Kewaunee County Library Services Board in November.

The final report from the Library Study Committee concluded with four recommendations. Following the recommendation is the action taken by the KCLSB on that particular recommendation.

1. Kewaunee County should continue operating under the current County Library System until the full impact of Wisconsin Act 150 is known.

Action:

As the KCLSB still does not know the impact of Wisconsin Act 150. Therefore, as recommended, no action has been taken.

2. Kewaunee County should study and implement a satellite library service in the Luxemburg-Casco area in cooperation with the existing county libraries.

Action:

The KCLSB has added personnel from the Luxemburg-Casco area to the board, to keep close tabs on the wishes of the residents in that area.
A satellite library station has been established in Luxemburg.

3. Beginning in 1999, the Library Services budget should be adopted to reflect a 60% city and 40% county split in funding level.

Action:

The Kewaunee County Board of Supervisors approved a 60/40 funding split at their October, 1999 budget meeting. This level of county funding is reflected in the 2000 budget.

4. The Library Services Board should review the County Library Plan every two to three years.

Action:

This was done in 2002.

A fitting conclusion to this annual report can be quoted from the last paragraph of the Library Study Committee's final report: "Our goal is to see library service continue to develop and meet the ever-changing needs of the people of Kewaunee County. We have been served by a system that has provided a quality service to Kewaunee County. With the above recommendations and careful consideration and planning, we are sure that the integrity of this system will be maintained well into the future."

Respectfully submitted,

Robert Entringer

President of KCLSB, on behalf of the
Kewaunee County Library Services Board



Addendum: 2014 Kewaunee County Library Plan

The Kewaunee County Library Plan approved by the County Board in 1998 was reviewed and updated in 2014. The Planning Committee consisted of ten members which included the Directors of the Algoma and Kewaunee Libraries. The comprehensive plan included goals and objectives for maintaining a high level of service for the county. Chief among them was the continuation of the 60% - 40% city/county funding formula. The County Library Plan was approved by the County Board on August 19, 2014.

County and City Library Boards



Kewaunee County Library Services Board

The Kewaunee County Library Services Board was organized in 1986 to develop and oversee library services in Kewaunee County. The Board consists of nine members who meet four times a year to conduct the county's library business. Included on the board are the Directors of the Algoma and Kewaunee Public Libraries, a representative from the County Board and a local public school administrator. A member of the Board also serves and represents Kewaunee County on the Nicolet Federated Library Services Board.

Major items of business include working with the county to develop the county's annual library budget, the development of an annual library report and the review and approval of library bills. Through its efforts, the Library Services Board keeps the County Board informed of library issues and insures that the citizens of Kewaunee County receive library services of the highest quality.

Algoma Library Board

The 2016–2017 Algoma Library Board is made up of five community members, one school district representative, and one city council member. The board meets on the third Monday of every month at 4:00 p.m. at the Algoma Public Library. The current members are:

City Council member: James Barlow

School District Representative: Julia Lasecki, School Library Media Specialist

Community Members: Pat Cichon, Diana McAninch, Nancy Kratz, Carolyn Wolske, Ann Schoenborn.

Kewaunee Library Board

The Kewaunee Public Library Board is composed of seven members. Six of which are City of Kewaunee residents appointed by the mayor and the seventh is a city council representative. The main task of the Board is to oversee the general workings of the library. They advise the librarian and staff on matters of policy, staff issues, legal issues and building concerns. The major job of the Board is to work with the librarian to set up the annual budget and to work with the City of Kewaunee to get the budget approved. Special library needs and programs can be funded by the Board's donation fund. Also, the Board is involved in publicity and marketing of library activities. The Board works with the County Library Services Board and the Nicolet Federated Library System to keep current in new happenings in the library field.

OFFICERS

Jean Doell, Vice President

Jan Tess, Secretary/Treasurer

Donna Thomas, Kewaunee County Board Representative

Robert Entringer, NFLS Representative & President

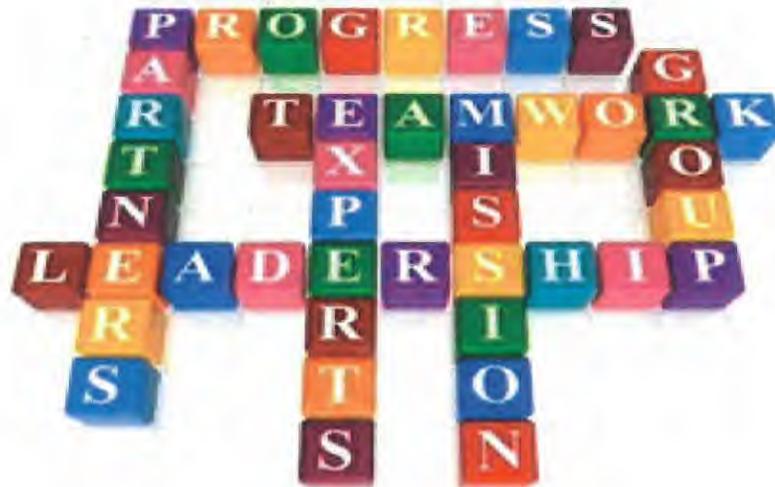
Linda Jonet, County Representative

Karen Trembl, School Representative

Mark Teske, County Representative

Amanda Burns, Librarian

Sue Grosshuesch, Librarian



KEWAUNEE COUNTY LIBRARY SERVICES BOARD MEMBERS

3 YEAR TERM TO EXPIRE DECEMBER 31, 2018

Robert Entringer
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(920) 487-3814 (H)

Linda Jonet
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2 YEAR TERM TO EXPIRE DECEMBER 31, 2017

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