



GREEN LAKE COUNTY

571 County Road A, Green Lake, WI 54941

December 1, 2016

The following documents are included in the packet for the Land Use Planning & Zoning Committee meeting on Thursday, December 1, 2016:

Packet Pages:

1. **Amended** agenda
- 2-5. Draft meeting minutes from 11/03/16
6. Claims
- 7-11. Monthly reports through October 31st
- 12-16. Land use and sanitary permits for October
- 17-18. Land use and sanitary violations
19. List of acronyms
20. 2017 Calendar for the Land Use Planning & Zoning Committee
- 21-27. Request for Proposal for County Surveyor
- 28-34. Agreement for County Surveyor

**If you have questions or need additional information,
please contact the Land Use Planning & Zoning Department
at (920) 294-4156.**



GREEN LAKE COUNTY Land Use Planning & Zoning Committee

Michael Starshak, Chairman Robert Lyon
Harley Reabe Peter Wallace Rich Slate

***AMENDED AGENDA**

Date: **Thursday, December 1, 2016** Time: **5:15 p.m.**
Government Center, West Wing, Lower Level, **County Board Room**
The meeting will take place in the UW-Extension Training Room.

All line items are subject to any and all action by this committee, unless noted.

1. Call to order
2. Pledge of Allegiance
3. Certification of open meeting law
4. Roll call
- *5. Approval of **amended** agenda
6. Approval of 11/03/16 minutes
7. Public comments – 3-minute limit
8. Public appearances
9. Correspondence
10. Purchases
11. Claims
12. Department activity reports
 - a. Permits & others
 - b. Violation reports
13. Department/Committee Activity
 - a. Exclusive agriculture zoning district update
 - ~~b. Stormwater and Erosion Control Ordinance~~
 - b. Yukon Storage status
 - c. Approve 2017 Land Use Planning & Zoning Committee meeting calendar
- ~~14. County Surveyor position~~
 - ~~a. Contract and duties for the contracted county surveyor position~~
 - ~~b. Review request for proposal for county surveyor contractor~~
15. Future Committee Activities
 - a. Future agenda items
 - b. Meeting date(s)
January 5, 2016
Business meeting 5:15 p.m.
Public hearing 6:30 p.m.
16. Adjourn

Note: The meeting area is accessible to the physically disabled. Anyone planning to attend who needs visual or audio assistance should contact Carole DeCramer at (920) 294-4156 prior to noon the day before the meeting.

**GREEN LAKE COUNTY
LAND USE PLANNING AND ZONING COMMITTEE
MEETING MINUTES
Thursday, November 3, 2016**

CALL TO ORDER

Committee Chair Starshak called the meeting of the Land Use Planning and Zoning Committee to order at 4:30 p.m. in the Green Lake County Government Center, County Board Room #0902, Green Lake, WI. The requirements of the open meeting law were certified as being met.

PLEDGE OF ALLEGIANCE

ROLL CALL:

Present: Robert Lyon, Harley Reabe, Michael Starshak, Peter Wallace (5:11 p.m.)

Absent:

**Also Present: Matt Kirkman, Land Use Planning and Zoning Director
Krista Kamke, Code Enforcement Officer
Missy Sorenson, Code Enforcement Officer
Carole DeCramer, Committee Secretary
Dawn Klockow, Corporation Counsel**

APPROVAL OF AGENDA

Motion by Reabe/Slate, unanimously carried, to approve the amended agenda.

APPROVAL OF MINUTES

Motion by Slate/Reabe, unanimously carried, to approve the minutes of 10/06/16.

PUBLIC COMMENT - None

PUBLIC APPEARANCES - None

CORRESPONDENCE - None

PURCHASES - None

CLAIMS

Claims totaling \$1,111.00 were submitted.

Motion by Reabe/Slate, unanimously carried, to approve for payment the claims in the amount of \$1,111.00.

DEPARTMENT ACTIVITY REPORTS

a. Permits

Kirkman discussed the monthly financials and issued permits.

b. Violations

Kirkman discussed the land use violations; Sorenson discussed the sanitary violations.

DEPARTMENT/COMMITTEE ACTIVITY

a. Exclusive Agriculture Zoning District Update

Kirkman – Shared a timeline for the Farmland Preservation Plan zoning update. At present, staff is working on editing the zoning ordinance text and maps. This will be brought to the committee for discussion at the December 1st committee meeting. Meetings will occur with the zoned townships to inform them of the process sometime in February, 2017. Starshak asked that the committee be informed as to when the town meetings take place; committee members may want to attend those meetings. Corporation Counsel advised the committee to be careful when attending outside meetings because of the open meeting laws and the potential for walking quorums. The estimated completion date for this project is August, 2017.

b. Martenson & Eisele Contract Extension Update

Kirkman – Explained to the committee that the contract with Martenson & Eisele for doing the ag zoning districts has been extended to 11/01/17. A copy of the amendment to the contract was given to each committee member.

c. Update on Permit Tracking Software

Kirkman – There is no update at this time. The county is still on track for an April, 2017 completion date.

d. 2017 Committee Funds Accounts

Kirkman – Reported that this is the time of year when the committee approves the creation of the committed funds accounts. The accounts that were approved a year ago are: Non-metallic Mining, Code Enforcement Vehicle Replacement, and Professional Services. In order to better track the professional services moneys, the proposed accounts are as follows: Non-metallic Mining, Code Enforcement Vehicle Replacement, Professional Services – Land Development, and Professional Services – Surveyor.

On a motion by Lyon/Reabe, unanimously carried, to approve the following accounts: Non-metallic Mining, Code Enforcement Vehicle Replacement, Professional Services – Land Development, and Professional Services – Surveyor.

e. Land Use Planning and Zoning Committee Meeting Time

The committee discussed the need to change the business meeting time and the public hearing time because it is difficult for some committee members who have work schedules that include a 5:00 p.m. quitting time.

On a motion by Reabe/Slate, unanimously carried, to change the business meeting to 5:15 p.m. and the public hearing time to 6:30 p.m.

f. Partition Opening Between Land Use Planning & Zoning and Land Conservation Departments

Starshak explained that, at the last Property and Insurance (P&I) Committee meeting, it was brought to the committee's attention that the Land Use Planning and Zoning and Land Conservation Departments would like the opening between the two departments closed. The partition that is in the opening now does nothing to alleviate noise and is distracting for each of the departments. Starshak added that this was the first time that he was hearing about this issue. The Land Conservation Department Committee had discussed this and had taken action to recommend closing off the area. Starshak stated that, if both departments were having issues with this, it should have come before the Land Use Planning and Zoning Committee as well. He further explained that P&I approved the request contingent upon the Land Use Planning & Zoning Committee's discussion/approval. The recommended fix for the problem is plugging the area with a sound barrier that would cost approximately \$40. It would be installed by the Maintenance Department.

On a motion by Lyon/Slate, unanimously carried, to recommend fixing the opening with the sound barrier.

COUNTY SURVEYOR POSITION

a. Adopt Resolution Relating to Eliminating the Position of Full-Time County Surveyor

Starshak explained that this proposed resolution will serve to eliminate the position of the full-time county surveyor. The county is presently using the contracted services of two registered land surveyors (Don Lenz as the Interim County Surveyor, and Dennis Green as the Deputy) to fulfill the required duties of the county surveyor. The decision was made at a previous meeting to eliminate the full-time county surveyor position. The resolution will make the decision official.

On a motion by Slate/Reabe, unanimously carried, to approve the resolution eliminating the position of full-time county surveyor. The resolution will now move to the Personnel Committee for approval/disapproval, and then the County Board for final adoption.

b. Discuss the Contract and Duties for the Contracted County Surveyor Position

Corporation Counsel Klockow informed the committee that she has made revisions to the existing surveyor contract. The committee asked to postpone this item until the December 1st committee meeting. In order to better see the changes, they asked that the proposed contract have the changes in red.

5:00 p.m. On a motion by Lyon, Reabe, unanimously carried, to seat Committee Member Wallace.

FUTURE COMMITTEE ACTIVITIES

a. Future agenda items

- Storm water and Erosion Control Ordinance
- Yukon Storage status
- Contract and duties for the county surveyor position
- Exclusive Agriculture Zoning District update

b. Meeting Dates

December 1, 2017

Business meeting – 5:15 p.m.

Public hearing – none

ADJOURN

5:13 p.m. On a motion by Reabe/Slate, unanimously carried, the meeting adjourned.

RECORDED BY

Carole DeCramer

Committee Secretary

APPROVED ON:

DRAFT

**GREEN LAKE COUNTY
LAND USE PLANNING AND ZONING COMMITTEE
December 1, 2016**

We, the undersigned members of the Land Use Planning and Zoning Committee, Green Lake County Board of Supervisors, have of this date reviewed the below listed *Claims for Payment* as indicated:

Green Lake County Highway Dept. September zoning fuel	16-100-10-53610-352-000	40.22
Baird Oil, filter, adjust tire pressure, check hoses, lights, belts, lube chassis	16-100-10-53610-352-000	182.26
Ripon Land Surveying Company Dennis Green, RLS CSM review – Wielgosh \$150 PLS review of CSM (mtg with Kirkman & Lenz) \$75	16-100-10-53610-210-002	225.00
Green Lake Surveying Co. Don Lenz, RLS CSM review – Wisniewski \$150 CSM review – Drover \$150 CSM review – Lashway \$100.00	16-100-10-53610-210-002	400.00
Matt E. Kirkman Reimburse mileage for WCCA Conference 152 miles	16-100-10-53610-330-000	82.08
Krista Kamke Reimburse mileage for WCCA Conference 118 miles	16-100-10-53610-330-000	63.72
Krista Kamke Reimburse WCCA Conference Dinner	16-100-10-53610-321-000	15.00
Nancy Hill – Bd of Adjustment June 16 th Special Meeting	16-100-10-53610-140-000	47.70
Kathleen Moore– Bd of Adjustment June 16 th Special Meeting	16-100-10-53610-140-000	72.00
UW-Extension Center for Land Use Education Krista Kamke seminar for new County zoning staff	16-100-10-53610-321-000	50.00
<u>Total Claims</u>		<u>\$1,177.98</u>

Michael Starshak, Committee Chair

Harley Reabe

Robert Lyon

Rich Slate

Peter Wallace

**GREEN LAKE COUNTY
LAND USE PLANNING ZONING DEPARTMENT**

FEES RECEIVED		OCTOBER				YEAR TO DATE				BUDGET	
		2015		2016		2015		2016		2016	
		NO.	AMOUNT	NO.	AMOUNT	NO.	AMOUNT	NO.	AMOUNT		
LAND USE PERMITS											
Residential	New	9	3,400	10	2,750	62	12,600	63	16,600	-	
	Alterations	8	1,050	5	1,400	54	7,400	54	8,350	-	
Commercial	New	26	3,900	1	150	35	5,000	11	1,400	-	
	Alterations	-	-	-	-	4	500	5	1,750	-	
Agricultural	New	-	-	9	1,350	27	4,200	24	3,600	-	
	Alterations	1	150	4	450	8	1,700	13	1,500	-	
Other	New	-	-	-	-	-	-	-	-	-	
	Alterations	-	-	-	-	-	-	-	-	-	
Other	New	-	-	-	-	-	-	-	-	-	
	Alterations	-	-	-	-	-	-	-	-	-	
Misc.	Denied/Refunded	-	-	-	-	-	-	-	-	-	
	Permit Renewals	-	-	-	-	-	-	-	-	-	
Total		44	\$ 8,500	29	\$ 6,100	190	\$ 31,400	170	\$ 33,200	\$ 25,000	133%
SANITARY PERMITS (POWTS)											
Residential	New	2	560	4	1,120	18	5,115	18	5,265	-	
	Replacement	4	1,120	3	840	46	12,900	43	12,265	-	
	Reconnect	-	-	-	-	2	560	1	280	-	
	Modify	-	-	-	-	7	1,050	8	1,200	-	
	Repairs	-	-	-	-	-	-	-	-	-	
	Additional Fees	-	-	-	-	-	-	-	-	-	
Commercial	New	-	-	2	635	3	860	3	990	-	
	Replacement	-	-	1	280	1	355	2	560	-	
	Reconnect	-	-	-	-	1	280	-	-	-	
	Modify	-	-	-	-	-	-	-	-	-	
	Additional Fees	-	-	-	-	-	-	-	-	-	
Total		6	\$ 1,680	10	\$ 2,875	78	\$ 21,120	75	\$ 20,560	\$ 15,000	137%
NON-METALLIC MINING PERMITS											
Annual Permit Fees		-	-	-	-	18	14,300	18	14,300	-	
Total		-	\$ -	-	\$ -	18	\$ 14,300	18	\$ 14,300	\$ -	
BOARD OF ADJUSTMENT											
Special Exception		-	-	-	-	-	-	-	-	-	
Variances		-	-	-	-	1	375	3	1,125	-	
Appeals		-	-	-	-	-	-	-	-	-	
Total		-	\$ -	-	\$ -	1	\$ 375	3	\$ 1,125	\$ 2,000	56%
PLANNING & ZONING COMMITTEE											
Zoning Change		2	750	2	750	12	4,500	13	4,875	-	
Conditional Use Permits		-	-	-	-	5	1,875	5	1,875	-	
Variances/Amendments		-	-	-	-	-	-	-	-	-	
Total		2	\$ 750	2	\$ 750	17	\$ 6,375	18	\$ 6,750	\$ 5,000	135%
MISC.											
Rental Weatherization		2	50	-	-	11	300	9	225	500	
Wisconsin Fund		-	-	-	-	-	-	-	-	500	
Applied Funds - Code Enforcement		-	-	-	-	2	200	-	11,742	-	
Total		2	\$ 50	-	\$ -	13	\$ 500	-	\$ 11,967	\$ 1,000	1197%
SURVEYOR											
Certified Survey Maps		4	690	1	165	18	3,150	27	4,575	4,000	
Preliminary Plats		-	-	-	-	-	-	-	-	-	
Final Plats		-	-	-	-	-	-	-	-	-	
Total		4	\$ 690	1	\$ 165	18	\$ 3,150	27	\$ 4,575	\$ 4,000	114%
GIS (Geographic Information System)											
Map Sales		2	30	-	-	2	150	2	295	500	
Land Records Transfer		2	2,448	-	2,552	2	23,864	2	25,064	25,000	
Total		4	\$ 2,478	-	\$ 2,552	4	\$ 24,014	4	\$ 25,359	\$ 25,500	
GRAND TOTAL		58	14,148	42	12,442	335	101,234	311	117,836	\$ 77,500	152%

GREEN LAKE COUNTY
Revenue Summary Report

For 10/01/16 - 10/31/16

FJRES01A

Periods 10 - 10

Land Use & Zoning Month End Revenue

MER100-10-SHUTE

Account No/Description	Budget Amount	Period Amount	Y-T-D Amount	Balance	Percent Received
10 Land Use Planning and Zoning					
16-100-10-43589-000-000 Rental Weatherization	500.00	.00	225.00	275.00	45.00
16-100-10-44400-000-000 Land Use Permits	25,000.00	6,100.00	33,200.00	-8,200.00	132.80
16-100-10-44400-001-000 BOA Public Hearing	2,000.00	.00	1,125.00	875.00	56.25
16-100-10-44400-002-000 PZ Public Hearing	5,000.00	750.00	6,750.00	-1,750.00	135.00
16-100-10-44409-000-000 Non-Metallic Mining	.00	.00	14,300.00	-14,300.00	.00
16-100-10-44410-000-000 Sanitary Permits	15,000.00	2,875.00	20,560.00	-5,560.00	137.07
16-100-10-44411-000-000 Wisconsin Fund Applications	500.00	.00	.00	500.00	.00
16-100-10-46131-001-000 GIS Map Sales	500.00	.00	295.00	205.00	59.00
16-100-10-46762-000-000 Certified Survey Maps	4,000.00	165.00	4,575.00	-575.00	114.38
16-100-10-47411-000-000 Interdepartment transfer/Land Records	25,000.00	.00	.00	25,000.00	.00
16-101-10-49320-000-000 Applied Funds Code Enforcement	197,385.31	.00	11,741.75	185,643.56	5.95
10 Land Use Planning and Zoning	274,885.31	9,890.00	92,771.75	182,113.56	33.75

For 10/01/16 - 10/31/16

Expenditure Summary Report

FJEXS01A

Periods 10 - 10

Land Use & Zoning Month End Expenses

MEE100-10-SHUTE

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
10 Land Use Planning and Zoning						
53610 Code Enforcement						
16-100-10-53610-110-000	Salaries	290,700.80	.00	18,950.56	228,420.55	62,280.25 78.58
16-100-10-53610-140-000	Meeting Payments	1,000.00	.00	.00	269.34	730.66 26.93
16-100-10-53610-151-000	Social Security	22,238.61	.00	1,426.98	18,557.26	3,681.35 83.45
16-100-10-53610-153-000	Ret. Employer Share	19,186.25	.00	1,250.74	13,721.35	5,464.90 71.52
16-100-10-53610-154-000	Health Insurance	47,888.58	.00	3,025.58	32,473.58	15,415.00 67.81
16-100-10-53610-155-000	Life Insurance	885.24	.00	37.81	470.90	414.34 53.19
16-100-10-53610-210-001	Professional Services-LD	5,000.00	.00	.00	.00	5,000.00 .00
16-100-10-53610-210-002	Professional Services-SRV	5,000.00	.00	550.00	2,675.00	2,325.00 53.50
16-100-10-53610-210-003	Miscellaneous Fees	1,000.00	.00	.00	150.00	850.00 15.00
16-100-10-53610-310-000	Office Supplies	200.00	.00	.00	111.00	89.00 55.50
16-100-10-53610-312-000	Field Supplies	300.00	.00	.00	.00	300.00 .00
16-100-10-53610-320-000	Publications-BOA Public Hearing	1,000.00	.00	.00	879.00	121.00 87.90
16-100-10-53610-320-001	Publications-PZ Public Hearing	1,500.00	.00	446.50	2,679.75	-1,179.75 178.65
16-100-10-53610-321-000	Seminars	1,000.00	263.00	45.00	788.00	-51.00 105.10
16-100-10-53610-324-000	Member Dues	500.00	.00	.00	380.00	120.00 76.00
16-100-10-53610-330-000	Travel	1,000.00	.00	145.80	406.81	593.19 40.68
16-100-10-53610-352-000	Vehicle Maintenance	1,000.00	.00	47.14	281.20	718.80 28.12
16-100-10-53610-810-000	Capital Equipment-CEO Vehicle Purchase	2,000.00	2,202.89	.00	.00	-202.89 110.14
53610 Code Enforcement		401,399.48	2,465.89	25,926.11	302,263.74	96,669.85 75.92
53610 Code Enforcement						
16-101-10-53610-999-000	Carryover Non-Metallic Mining	62,862.00	.00	.00	.00	62,862.00 .00
16-101-10-53610-999-001	Carryover Code Enforcement Veh Purchase	25,907.20	.00	.00	.00	25,907.20 .00
16-101-10-53610-999-004	Professional Services	108,616.11	.00	.00	4,756.08	103,860.03 4.38
53610 Code Enforcement		197,385.31	.00	.00	4,756.08	192,629.23 2.41
10 Land Use Planning and Zoning		598,784.79	2,465.89	25,926.11	307,019.82	289,299.08 51.69

GREEN LAKE COUNTY
Revenue Summary Report

Periods 10 - 10

Land Use & Zoning Month End Revenue

MER100-20-SHUTE

<u>Account No/Description</u>	<u>Budget Amount</u>	<u>Period Amount</u>	<u>Y-T-D Amount</u>	<u>Balance</u>	<u>Percent Received</u>
20 GIS					
16-100-20-43691-000-000 Land Info Bd Grant	75,000.00	.00	71,912.00	3,088.00	95.88
16-100-20-43691-301-000 WLIP Education Grant	1,000.00	.00	1,000.00	.00	100.00
16-100-20-43691-301-001 WLIP Strategic Grant	50,000.00	.00	25,000.00	25,000.00	50.00
16-100-20-46131-000-000 County Land Records	25,000.00	2,552.00	25,064.00	-64.00	100.26
20 GIS	151,000.00	2,552.00	122,976.00	28,024.00	81.44

For 10/01/16 - 10/31/16

Expenditure Summary Report

FJEXS01A

Periods 10 - 10

Land Use & Zoning Month End Expenses

MEE100-20-SHUTE

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
20 GIS						
100 General Fund						
16-100-20-51711-120-000 GIS Specialist Wage Cont Interdept Trans	25,000.00	.00	.00	.00	25,000.00	.00
16-100-20-51711-240-000 WLIP Base Grant	75,000.00	.00	.00	17,352.00	57,648.00	23.14
16-100-20-51711-246-000 WLIP Education Grant	1,000.00	82.00	200.00	797.76	120.24	87.98
16-100-20-51711-301-000 WLIP Strategic Grant	50,000.00	.00	.00	.00	50,000.00	.00
100 General Fund	151,000.00	82.00	200.00	18,149.76	132,768.24	12.07
20 GIS	151,000.00	82.00	200.00	18,149.76	132,768.24	12.07

Land Use Permits October 2016

<i>Mncp</i>	<i>Last Name</i>	<i>First Name</i>	<i>Site Address</i>	<i>Prn/Acc</i>	<i>New/Alt</i>	<i>Res/Com/Ag</i>	<i>Project Cost</i>	<i>LUP Fee</i>
<i>TBE</i>								
	Hoppa	Joseph	N9173 32nd Dr	Acc	New	Ag	\$3,000.00	\$150.00
	Hallman	Stanley	W282 County Road V	Acc	New	Ag	\$16,000.00	\$150.00
<i>Summary for 'Mncp' = TBE (2 detail records)</i>								
Sum							\$19,000.00	\$300.00
Standard							0.61%	4.92%
<i>TBY</i>								
	Five Friends, LLC		N5687, N5695, N5697, N56	Prn	New	Res	\$650,000.00	\$800.00
	McConnell	Dan	N4975 Craig Rd	Acc	New	Res	\$16,000.00	\$150.00
	Sugarloaf, LLC		W2884 Orchard Ave	Acc	Alt	Res	\$385,000.00	\$500.00
<i>Summary for 'Mncp' = TBY (3 detail records)</i>								
Sum							\$1,051,000.00	\$1,450.00
Standard							33.61%	23.77%
<i>TGL</i>								
	Kinney Trusts	Timothy/Jennifer	W1784 Sandstone Ave	Acc	New	Res	\$98,000.00	\$0.00
	Nehm	Robert/Kathleen	N4807 Prairie Rd	Acc	New	Ag	\$18,000.00	\$150.00
	Nehm	Robert/Kathleen	N4807 Prairie Rd	Acc	Alt	Ag	\$2,000.00	\$0.00
	Kinney Trusts	Timothy/Jennifer	W1784 Sandstone Ave	Prn	New	Res	\$700,000.00	\$900.00
	Neubauer	Carl/Kathy	W1325 Spring Grove Rd	Acc	Alt	Res	\$165,000.00	\$300.00
	Ewing	Elizabeth A	N5163 Forest Glen Beach	Prn	Alt	Res	\$6,500.00	\$150.00
	Obry	Paul/Janice	W2044 County Rd K	Prn	New	Res	\$189,000.00	\$300.00
	Albright	Gary	N3022 County Rd A	Acc	Alt	Ag	\$22,000.00	\$150.00
	Canning	Mike/Cathy	W1325 Spring Grove Rd	Acc	Alt	Res	\$125,000.00	\$300.00
<i>Summary for 'Mncp' = TGL (9 detail records)</i>								
Sum							\$1,325,500.00	\$2,250.00
Standard							42.39%	36.89%
<i>TMC</i>								

<i>Mncp</i>	<i>Last Name</i>	<i>First Name</i>	<i>Site Address</i>	<i>Prn/Acc</i>	<i>New/Alt</i>	<i>Res/Com/Ag</i>	<i>Project Cost</i>	<i>LUP Fee</i>
	Schure	Roger	N2299 Schure Rd	Prn	New	Res	\$60,000.00	\$150.00
	Greenfield	Rich	N477 County Road Q	Acc	New	Ag	\$0.00	\$0.00
	Greenfield	Rich	N477 County Road Q	Acc	New	Ag	\$340,000.00	\$500.00
	Jahnke	Andy	N2313 Tichora Rd	Acc	New	Other	\$45,000.00	\$150.00
<i>Summary for 'Mncp' = TMC (4 detail records)</i>								
Sum							\$445,000.00	\$800.00
Standard							14.23%	13.11%
<i>TMN</i>								
	Jurvelin	Clifford	W3286 County Road X	Prn	Alt	Res	\$14,100.00	\$150.00
	Schrock	Samuel	County Road M	Acc	New	Com	\$60,000.00	\$150.00
	Schmidt	LeRoy/Connie	N550 State Road 73	Acc	New	Ag	\$250.00	\$50.00
	Bontrager	Wilbur	N2127 Marquette Rd	Acc	New	Ag	\$753.00	\$50.00
	Bontrager	Harley	W4376 State Road 44	Acc	New	Ag	\$15,000.00	\$150.00
<i>Summary for 'Mncp' = TMN (5 detail records)</i>								
Sum							\$90,103.00	\$550.00
Standard							2.88%	9.02%
<i>TMQ</i>								
	Zimmermann	Brian	W5830 Puckaway Rd	Acc	Alt	Ag	\$30,000.00	\$150.00
	Giase	Valerie	W3690 Roy Creek Rd	Acc	New	Ag	\$3,633.00	\$150.00
<i>Summary for 'Mncp' = TMQ (2 detail records)</i>								
Sum							\$33,633.00	\$300.00
Standard							1.08%	4.92%
<i>TPR</i>								
	Walther	Stacy	N5498 County Road T	Acc	New	Res	\$4,500.00	\$0.00
	Walther	Stacy	N5498 County Road T	Acc	New	Res	\$4,200.00	\$0.00
	Walther	Stacy	N5498 County Road T	Acc	New	Res	\$5,000.00	\$150.00
	Olinger	Mark	N4333 Willow Rd	Prn	New	Res	\$149,000.00	\$300.00
<i>Summary for 'Mncp' = TPR (4 detail records)</i>								
Sum							\$162,700.00	\$450.00
Standard							5.20%	7.38%

<i>Mncp</i>	<i>Last Name</i>	<i>First Name</i>	<i>Site Address</i>	<i>Prn/Acc</i>	<i>New/Alt</i>	<i>Res/Com/Ag</i>	<i>Project Cost</i>	<i>LUP Fee</i>
<i>Grand Total</i>							\$3,126,936.00	\$6,100.00

Sanitary Permits October 2016

<i>Mncp Code</i>	<i>New/Repl</i>	<i>Last Name</i>	<i>First Name</i>	<i>Site Address</i>	<i>Structure</i>	<i>Prmt Fee</i>
<i>TBE</i>						
	Repl	National LLC	Darling	W694 White Ridge Rd	office building	\$355.00
<i>Summary for 'Mncp Code' = TBE (1 detail record)</i>						
Sum						\$355.00
Standard						12.35%
<i>TBY</i>						
	Repl	Properties LLC	Green Lake Camp	W2360 STH 23	campground	\$280.00
	New	Stamm	James	N5647 Hickory Hill Ln	single fam frame new	\$280.00
<i>Summary for 'Mncp Code' = TBY (2 detail records)</i>						
Sum						\$560.00
Standard						19.48%
<i>TGL</i>						
	Repl	Meyer	Steven	W3082 CTH K	single fam frame exist	\$280.00
	New	Kinney Trusts	Timothy & Jennifer	W1784 Sandstone Ave	single fam frame new	\$280.00
	New	Wisniewski	Thomas	W1812 Sandstone Ave	single fam frame new	\$280.00
	New	Obry	Paul	W2044 CTH K	single fam frame new	\$280.00
<i>Summary for 'Mncp Code' = TGL (4 detail records)</i>						
Sum						\$1,120.00
Standard						38.96%
<i>TMC</i>						
	Repl	Schure	Roger	N2299 Schure Rd	single fam frame new	\$280.00
<i>Summary for 'Mncp Code' = TMC (1 detail record)</i>						
Sum						\$280.00
Standard						9.74%
<i>TMN</i>						
	New	Schrock	Samuel	CTH M	shop	\$280.00

Friday, November 04, 2016

Page 1 of 2

<i>Mncp Code</i>	<i>New/Repl</i>	<i>Last Name</i>	<i>First Name</i>	<i>Site Address</i>	<i>Structure</i>	<i>Prmt Fee</i>
<i>Summary for 'Mncp Code' = TMN (1 detail record)</i>						
Sum						\$280.00
Standard						9.74%
<i>TST</i>						
	Repl	Wargula	Terrance	W5135 Mile Rd	single fam frame exist	\$280.00
<i>Summary for 'Mncp Code' = TST (1 detail record)</i>						
Sum						\$280.00
Standard						9.74%
Grand Total						\$2,875.00

Land Use Violations and Citations

<i>Mncp</i>	<i>First Name</i>	<i>Last Name</i>	<i>Site Address</i>	<i>Notice</i>	<i>Corp Counsel</i>	<i>Disposition</i>	<i>Violation Notes</i>
<i>TBY</i>							
		Coachlite Green Lake	W1002 State Road 23/49	11/8/2016			Tiny home located on the property without a LUP or sanitary reconnection permit received
		Yukon Storage et al.	W1734 North St	10/5/2015			No LUP for Mini-Warehousing Expansion, Needs CUP, Update(9-15-16) Loberg to provide "as built" COS by 12-1-16.
	Keith A	Meyer	N6640 County Road PP	1/22/2010	2/17/2010		Subdivided lands without CSM and proper rezone (Update 11-9-16) CB rezoned lands, Still wating for CSM.
<i>TMC</i>							
	Randall/Deborah	Schure	Schure Rd	4/5/2010			Land division without CSM or rezone. Update (11-9-16) C.Counsel to mail letter requesting resolution.

Sanitation Violation Report

<i>Mncp</i>	<i>Current First</i>	<i>Current Last</i>	<i>Site Address</i>	<i>Complaint Invest</i>	<i>Vio Notice</i>	<i>C Counsel</i>	<i>Disposition</i>	<i>Violation Notes</i>
<i>TBE</i>								
	Russell & Michelle	Lichtenberg	W120 Meadow Broo		10/3/2016	11/1/2016		
	James H	Janes	N8190 CTH A		7/6/2016	9/29/2016		
<i>TBY</i>								
	Darrin C	Schultz	N5427 Skunk Hollow		10/3/2016	11/1/2016		
	Henry H	Conti	N5487 Skunk Hollow		9/1/2016	9/29/2016		
	Julie A	Chier	N6201 N Lawson Dr		9/1/2016	9/29/2016		
	Kathleen	Conroy & Wade Al	N6010 Killdeer Ln		9/1/2016	9/29/2016		
	Keith A	Meyer	N6640 CTH PP		7/1/2015	8/27/2015		Al's Pumping found a problem with the pump. Mr. Meyer called a plumber to fix. Gave him a two week extension.
<i>TGL</i>								
	Lois & Angela	Graff	N3141 Lakeshore Dr		7/6/2016	9/29/2016		Jeff's Pumping has this site scheduled when it dries out
	Roland F	McGurk	N2922 N Kearley Rd		7/6/2016	9/29/2016		
<i>TKG</i>								
		Artkay Properties I	W6421 E Oak St		10/3/2016	11/1/2016		
<i>TMN</i>								
	Michael & Shelley	Hechler	W3360 Main St		9/1/2016	9/29/2016		
<i>TMQ</i>								
	Matthew V & Suea	Hutton-Okpalaek	W6853 Puckaway R		9/1/2016	9/29/2016		
	Rob	Kubatzki	W6824 Jolin Rd		10/3/2016	11/1/2016		
<i>TPR</i>								
	Richard & Linda	Swanke	N6725 STH 73		7/6/2016	9/29/2016		
	Christopher & Ther	Mans	W5874 Bend Rd		10/3/2016	11/1/2016		
<i>TSE</i>								
	Andrew & Linda	Ragona	W2643 Fox River Sh		9/1/2016	9/29/2016		
	Timothy & Deanna	Schoppenhorst	W2719 Fox River Sh		9/1/2016	9/29/2016		
	Carol	Henze	N9680 CTH E/F		9/1/2016	9/29/2016		
	Kelly	Drover	N9455 N Fountain R		7/6/2016	9/29/2016		
<i>TST</i>								
	Zrinsky Family	Irrevocable Trust	N6930 STH 73		7/6/2016	9/29/2016		Has a permit onfile for a new system
	Johan	Loberg & Sarah Pi	W4481 Huckleberry		9/1/2016	9/29/2016		
	Terrance & Annett	Wargula	W5135 Mile Rd		7/6/2016	9/29/2016		Has a permit on file for a new system

You will find many acronyms on each of the monthly reports. This key will, hopefully, aid you in deciphering the abbreviations that staff uses.

Municipalities are abbreviated using three letters:

CBE = City of Berlin	TBY = Town of Brooklyn
CGL = City of Green Lake	TKG = Town of Kingston
CMS = City of Markesan	TMC = Town of Mackford
CPR = City of Princeton	TMN = Town of Manchester
VKG = Village of Kingston	TMQ = Town of Marquette
VMQ = Village of Marquette	TPR = Town of Princeton
TBE = Town of Berlin	TST = Town of St. Marie
TGL = Town of Green Lake	TSE = Town of Seneca

Other abbreviations:

Prn = principal structure
Acc = accessory structure
Alt = alterations
Res = residential
Com = commercial
Ag = agricultural
Repl = replace
Recn = reconnect
LUP = land use permit
Mnep or Muni = municipality
WRP = wetland restoration project
Fam = family

2017

Green Lake County

Land Use Planning & Zoning Committee Meetings

Business Meeting: 5:15 p.m.
Public Hearing: 6:30 p.m.

571 County Road A
P.O. Box 3188
Green Lake, WI
54941-3188

Phone: (920) 294-4156
www.co.green-lake.wi.us



January						
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REQUEST FOR PROPOSAL (RFP)

County Surveyor
Services for Green Lake County

I. Scope of Services

A. The Request

1. Green Lake County is requesting proposals to fulfill contracted duties relative to County Surveyor as described in Ch. 59Wis. Stats and other statutes or requirements under the law.
2. The CONTRACTOR shall furnish all services and labor necessary to conduct and complete the described work, and shall furnish all materials, equipment, vehicles, supplies and incidentals other than those which are hereinafter designated to be furnished by the COUNTY. The CONTRACTOR shall be an independent contractor, not an employee or agent of the County.
3. The term "COUNTY" shall mean and include the following:
 - (a) Green Lake County and its authorized representatives.
4. The term "CONTRACTOR" shall mean the selected Wisconsin registered surveyor awarded the contract for County Surveyor.
5. Authorized Representative
 - (a) The following representative for the COUNTY shall serve as the CONTRACTOR'S contact when work is being performed in their jurisdiction and for project coordination:

Matt E. Kirkman
Land Use Planning & Zoning Director
Green Lake County Land Use Planning and Zoning Department
571 County Road A, P.O. Box 3188
Green Lake, WI 54941-3188

Phone: (920) 294-4175
Fax: (920) 294-4176
E-mail mkirkman@co.green-lake.wi.us

B. CONTRACTOR Duties and Responsibilities

1. The CONTRACTOR shall hereby agree to serve COUNTY, as County Surveyor. The CONTRACTOR shall be available to work at reasonable times and for reasonable periods of time to the duties of County Surveyor required by law. CONTRACTOR shall furnish all materials, equipment, vehicles, supplies and incidentals necessary to complete the work.

2. CONTRACTOR shall travel on the business of COUNTY whenever reasonably requested to do so provided such travel is not unreasonably burdensome. Surveyor shall generally endeavor to improve the business of COUNTY during the term of the Contract.
3. Surveyor shall maintain, at his or her expense, Wisconsin Registered Land Surveyor (RLS) accreditation and provide proof of the same to COUNTY.
4. COUNTY will provide office space, a computer and internet access for use by the Surveyor to hold office hours while performing work for COUNTY. COUNTY will provide an email address, fax and telephone number for communication with Surveyor for matters related to COUNTY. Surveyor shall set office hours for performing work for COUNTY and to answer questions and serve the public.
5. Surveyor shall carryout the duties and responsibilities of Ch. 59 Wis. Stats. and other requirements provided by law, including but not limited to the following:
 - a. Execute and/or oversee land survey activity, maintain survey records and those other duties and responsibilities mandated by Ch. 59 Wis. Stats.
 - b. In a timely manner, catalog and file Certified Survey Records, Certified U.S. Public Land Survey Monument Records and section summary sheets as submitted by surveyors.
 - c. In accordance with Ch. 59.74(2) Wis. Stats. coordinate the perpetuation of PLSS corner locations in preparation for proposed construction and other activities including street and highway construction activities that would otherwise lead to destruction of corner monuments and loss of true corner locations.
 - d. Receive requests for PLSS re-monumentation and maintenance, review same and authorize if appropriate. No self-authorization will be permitted. Keep records of all PLSS re-monumentation and maintenance requests.
 - e. Serve in advisory capacity for county departments in regards to ordinance revisions that affect land subdivision practices in the COUNTY; provide guidance pertaining to general land surveying practices; and answer questions regarding certified survey map and subdivision plat review.
 - f. Serve on the Land Information Council as the designated surveyor member.
 - g. The County Surveyor shall conduct at least two (2) hours of regular posted office hours per week.

- h. Respond to questions and requests from customers regarding survey records.
- i. Attend Land Use Planning and Zoning Committee meetings at the request of the Committee. Also, responsible for providing a monthly activity report to the Land Use Planning and Zoning Committee.
- j. Provide annual budget guidance, direction, and advice for those budget line items that relate to the County Surveyor.
- k. Provide guidance, direction, advice, and assistance as needed to any entity having an interest in the activities of the County Surveyor function in the Land Use Planning and Zoning Department.
- l. Review survey maps and subdivision plats submitted for review to the Land Use Planning and Zoning Department and the Register of Deeds Office.
- m. Work cooperatively and harmoniously with any entity seeking information, assistance, or direction of land surveying laws, codes and ordinances enforced by the County Surveyor through the Land Use Planning and Zoning Department.
- n. Interact with the County's Land Information program to maintain a modern indexing and retrieval system for survey records filed pursuant to §59.45 Wis. Stats.

II. Prosecution and Progress

A. General

After award of the RFP:

- (1) Work specified under the Contract shall commence upon written Contract from the COUNTY to the CONTRACTOR; the execution of said Contract will constitute authorization to proceed.
- (2) The terms of the Contract shall control the duties and responsibilities of the parties.

B. Delays and Extensions

After award of the RFP:

The time specified under Section II.A.(2) shall not be extended by the CONTRACTOR; however, the COUNTY may, at its discretion, provide the CONTRACTOR the opportunity to enter into subsequent and consecutive Contracts.

III. Miscellaneous Provisions

A. Proposal

The CONTRACTOR shall submit to the COUNTY, a letter of transmittal with the proposal that bears his or her signature, along with but not necessarily limited to, the following information in the proposal:

(1) Compensation

The CONTRACTOR shall submit the following compensation quotation:

- (a) A quote based on the duties and responsibilities described here in.
- (b) An hourly rate quote for additional work not described here in.

(2) Project Personnel

The CONTRACTOR shall submit in the proposal the following:

- (a) A list containing the names of the CONTRACTOR'S personnel who will be working on the CONTRACTOR's behalf, including any Deputies.

Note: *A Deputy County Surveyor may be appointed by the County Surveyor by filing a certificate with the Green Lake County Clerk.*

(3) Information Pertaining to CONTRACTOR'S Company

The CONTRACTOR shall submit in the proposal the following:

- (a) The CONTRACTOR'S past experience in performing the duties and responsibilities here in as well as surveying in general.
- (b) References from authorized representatives of clients or customers.
- (c) Current and valid certificates of insurance for:
 - i. Statutory workers' compensation insurance if required under Wisconsin Statutes.
 - ii. General Liability insurance coverage with a minimum policy limit of \$1,000,000.00.
 - iii. Auto liability of at least \$100,000.00 per person/\$300,000.00 per accident/\$300,000.00 per accident/\$50,000.00 property, and \$1,000.00 medical coverage if passengers are transported.

- iv. Professional Errors and Omissions insurance with a minimum policy limit of \$1,000,000.00.

CONTRACTOR will provide COUNTY with copies of certificates of insurance indicating the required amounts of coverage are in effect. COUNTY shall be given thirty (30) days advance notice of cancellation, modification or non-renewal of any such policy during the term of this Agreement.

(4) Submission of Proposal

- (a) Any request for RFP clarification or additional information may be submitted to the COUNTY'S authorized representative identified in Section I.A.(4).
- (b) The CONTRACTOR shall submit this RFP by 4:00 pm CDT, the ___th day of _____, 2016 to the following address:

Matt E. Kirkman
Land Use Planning & Zoning Director
Land Use Planning and Zoning Department
Green Lake County Government Center
571 County Road A PO Box 3188
Green Lake, WI 54941-3188
- (c) Proposals received after the date and time indicated under Section III.A.(4)(b) shall not be considered and shall be returned unopened, provided the respondent is identified on the proposal envelope.
- (d) Each proposal must be sealed and submitted in an envelope which clearly states on the outside "COUNTY SURVEYOR SERVICES" to provide confidentiality of the information prior to the submission date and time. In addition, the outside of the envelope must bear the firm's name and the contact person(s) name.
- (e) Facsimiles or electronic transmittals of proposals **will not** be accepted under any circumstances.
- (f) All proposals submitted shall be binding for a period of 90 days following the proposal opening date. Proposal information must be legible as the RFP and contents of the proposal submitted by the successful respondent shall become part of a contract award.
- (g) Proposals will be opened and reviewed by the COUNTY'S authorized representative prior to the County Land Use Planning and Zoning Committee meeting, _____, 2016. The proposals will be reviewed by said authorized representative and a recommendation forwarded to the Land Use Planning and Zoning Committee, to award.

B. Award and Acceptance

- (1) The award and selection process will be performed by the COUNTY upon recommendation by the COUNTY's authorized representative.
- (2) Award shall be based on, but not limited to, the factors of: price; delivery date; the COUNTY'S evaluation of the CONTRACTOR'S ability to service the COUNTY in terms of its duties and responsibilities as called for in the RFP specifications; the general reputation and experience of the CONTRACTOR; the nature and extent of company data furnished with this RFP (or furnished upon request by the COUNTY at any time prior to the award); the financial responsibility of the CONTRACTOR; the COUNTY'S prior knowledge of and experience with the CONTRACTOR'S past performance. The award shall be made to the respondent that in the COUNTY's opinion will best serve the overall interest of the COUNTY and then proceed to negotiate a professional service Contract with the successful respondent.
- (3) The COUNTY reserves the right to cancel solicitation of the RFP at any time. The COUNTY reserves the right to accept or reject any or all proposals and to waive any informality contained herein where the acceptance, rejection, extension, or waiving of such would be in the interest of the COUNTY. Submittal and receipt of a RFP does not commit the COUNTY to award a contract.
- (4) Award shall be made to one CONTRACTOR only.

C. COUNTY'S Responsibilities

The COUNTY will be responsible for the following:

- (1) The COUNTY will provide office space, a computer and internet access for use by the CONTRACTOR while performing the duties of County Surveyor. COUNTY will provide an email address, fax and telephone number for communication with County Surveyor for matters related to COUNTY.

D. Payment

- (1) The CONTRACTOR shall submit a monthly invoice detailing the work completed for that month to the attention of the authorized representative, listed under Section I.A.(4)(a) who represents the COUNTY, and will be paid within 45 days of the invoice.
- (2) Any Deputy of the County Surveyor who performs the duties and responsibilities listed in this RFP, in absence of the County Surveyor, shall submit an invoice to the authorized representative listed under Section I.A.(4)(a) who represents the COUNTY, and will be paid within 45 days of the invoice.

E. Letter of Credit or Bonding

After award of RFP, the CONTRACTOR will be required to post, within 7 calendar days of notification of award of the RFP contract, a bond of \$5,000 per Wis. Stat. §59.21(1)(h), if the COUNTY does not provide a blanket bond.

F. Safety

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes. Work on State roads must be performed in accordance with Wisconsin Department of Transportation standards.

_____ Date _____

Signature

*** By signing, I represent that I have authority to act for CONTRACTOR.*

AGREEMENT FOR ~~INTERIM~~ COUNTY SURVEYOR

This Agreement (hereinafter the "Agreement") is made on ~~April 4, 2016,~~ and entered into by and between Green Lake County, a quasi-municipal corporation (hereinafter referred to as "County"), with its principal place of business and county seat at 571 County Road A, Wisconsin 54941 and ~~Lake Country Surveying, LLC, d/b/a Green Lake Surveying Company~~ (hereinafter referred to as "Surveyor"), with its office located ~~W1734 North Street, Green Lake, WI 54941.~~

WHEREAS, Surveyor has a great deal of knowledge and expertise in the area of surveying and is a Wisconsin registered surveyor; and,

~~WHEREAS, County's current surveyor is retiring and the County is required to employ a registered land surveyor; and,~~

WHEREAS, County wishes to avail itself of Surveyor's talents, advice, and abilities during the term of this Agreement, and Surveyor is willing to offer such services as ~~an Interim~~ County Surveyor upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the promises contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. During the term hereof, County hereby engages Surveyor and Surveyor hereby agrees to serve County, as ~~Interim~~ County Surveyor. Surveyor shall be available to work at reasonable times and for reasonable periods of time to perform such duties of County Surveyor ~~consultation~~ as is required by ~~County~~ law. Surveyor shall furnish all materials, equipment, vehicles, supplies and incidentals necessary to complete the work.
2. Surveyor shall travel on the business of County whenever reasonably requested to do so provided such travel is not unreasonably burdensome. Surveyor shall generally endeavor to improve the business of County during the term of this Agreement.
3. Surveyor shall maintain, at his or her expense, Wisconsin ~~R~~egistered Land Surveyor (RLS) accreditation and provide proof of the same to County.
4. County will provide office space, a computer and internet access for use by the Surveyor to hold office hours while performing work for County. County will provide an email address, fax and telephone number for communication with Surveyor for matters related to County. Surveyor shall set office hours for performing work for County and to answer questions and serve the public.

5. Surveyor shall carryout the duties and responsibilities of ~~Ch.59.20(2)(e)~~ Wis. Stats. and other requirements provided by law, including but not limited to the following:
- a. Execute and/or oversee land survey activity, maintain survey records and those other duties and responsibilities mandated by ~~Ch.59.45~~ Wis. Stats.
 - b. In a timely manner, catalog and file Certified Survey Records, Certified U.S. Public Land Survey Monument Records and section summary sheets as submitted by surveyors.
 - c. In accordance with Ch.59.74(2) Wis. Stats, ~~C~~oordinate the perpetuation of PLSS corner locations in preparation for proposed construction and other activities including street and highway construction activities that would otherwise lead to destruction of corner monuments and loss of true corner locations.
 - d. Receive requests for PLSS re-monumentation and maintenance, review same and authorize if appropriate. No self-authorization will be permitted. Keep records of all PLSS re-monumentation and maintenance requests.
 - e. Serve in advisory capacity for county departments in regards to ordinance revisions that affect land subdivision practices in the County; provide guidance pertaining to general land surveying practices; and answer questions regarding certified survey map and subdivision plat review.
 - f. Serve on the Land Information Council as the designated surveyor member.
 - g. Conduct at least ~~two~~four(24) hours of regular posted office hours per week.
 - h. Respond to questions and requests from customers regarding survey records.
 - i. Attend Land Use Planning and Zoning ~~Development~~ Committee meetings at the request of the Committee. Prepare and submit a monthly activity report to the Land Use Planning and Zoning ~~Development~~ Committee.
 - ~~b-j~~ Provide annual budget guidance, direction, and advice for those budget line items that relate to the County Surveyor.
 - ~~e-k~~ Provide guidance, direction, advice, and assistance as needed to any entity having an interest in the activities of the County Surveyor function in the Land Use, Planning and ~~Zoning Development~~ Department.
 - ~~d-l~~ Review survey maps and subdivision plats submitted for review to the Land Use ~~and~~ Planning and Zoning Department and the Register of Deeds Office.

~~e.m.~~ ____ Work cooperatively and harmoniously with any entity seeking information, assistance, or direction of land surveying laws, codes and ordinances enforced by the County Surveyor through the Land Use, Planning and ~~Development~~ Zoning Department.

~~f.~~ ~~Preserve and perpetuate the Public Land Survey System through accurate record keeping and certification, communication with various road jurisdictions that threaten corner monuments and the integrity of said system.~~

~~g.n.~~ ____ Interact with the County's Land Information program to maintain a modern indexing and retrieval system for survey records filed pursuant to Ch. §59.45 Wis. Stats.

6. Term and termination.

- a. The term of this Agreement shall commence ~~April 4, 2016,~~____, and shall ~~continue until County hires or otherwise employs a permanent county surveyor. County shall give Surveyor a minimum of terminate two (2) weeks' notice of termination upon hiring or otherwise employing a permanent county surveyor. years after execution subject to a two year extension.~~
- b. Either party may, for any reason, ~~subject to paragraph 6.a. above,~~ and upon thirty (30) days' prior written notice to the other party, elect to terminate the services provided hereunder. If terminated, Surveyor shall be paid for satisfactory completion of work to the date of termination.

7. Compensation.

- ~~a. \$50.00 per hour for review of any "Standard" Certified Survey Map submitted for approval and not to exceed \$200.00 per review.~~
- ~~b. Upon request, all other review and land surveying services shall be paid at the rate of \$50.00 per hour for each land surveying project or land survey including but not limited to, Subdivision Plats, Assessor's Plats, Cemetery Plats, Right-of-Way Plats, Section corner tie sheet and corner placement, and other land surveys in Green Lake County.~~
- e. Surveyor shall submit a monthly invoice detailing the work completed for that month and will be paid within 45 days of receipt of the invoice. County Surveyor contract services costs are set at \$xxxx annually (\$xxx monthly) and shall be all inclusive, including support, staff, survey equipment, surveyor

software and mileage to perform services required. Additional work, if approved by the Land Use Planning and Zoning Committee, will be compensated at a rate of \$xx. xx per hour in xx increments.

8. Independent Contractor. It is mutually understood and agreed, and it is the intent of the parties hereto, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. The Surveyor shall remain an independent contractor under this Agreement. All employees of the Surveyor or its subcontractors shall remain the employees of the Surveyor and shall not become employees of the County under this Agreement. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes or other benefits available to County's employee shall accrue to the Surveyor or its employees performing services under this Agreement.
9. Indemnity. Surveyor agrees at all times during the term of this Agreement to indemnify, save harmless and defend the County, its Boards, Officers, Employees and Representatives against any and all liability, losses, damages, costs or expenses which the County, its Boards, Officers, Employees and Representatives may sustain, incur or be required to pay by reason of bodily injury, personal injury or property damage or other cause of action of whatsoever nature or kind arising out of or as a result of any negligent failure to act in connection with the Surveyor occupying, furnishing services or goods required to be provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from the acts or omissions of the County, its Agencies, Boards, Officers, Employees or Representatives.
10. Insurance. Surveyor agrees to obtain:
 - a. Statutory workers compensation insurance if required under Wisconsin Statutes.
 - b. General Liability insurance coverage with a minimum policy limit of \$1,000,000.00.
 - c. Auto liability of at least \$100,000.00 per person/\$300,000.00 per accident/\$300,000.00 per accident/\$50,000.00 property, and \$1,000.00 medical coverage if passengers are transported.
 - d. Professional Errors and Omissions insurance with a minimum policy limit of \$1,000,000.00.

Surveyor will provide County with copies of certificates of insurance indicating the required amounts of coverage are in effect. County shall be given thirty (30) days advance notice of cancellation, modification or non-renewal of any such policy during the term of this Agreement.

11. Work Product. All land survey maps, files, records and any and all related field records, survey information or work product generated as part of this Agreement shall be the property of County. Surveyor shall respond to demands for records pursuant to section 59.45(3) when holding office hours and shall collect such fees as may be set by County. With regard to other open records requests, Surveyor shall not be deemed the records custodian, but shall assist County in responding to such requests.
12. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instruments. A facsimile signature will have the same legally binding effect as an original signature.
13. Notices. All notices, demands, certificates or other communications under this Agreement shall be deemed given when hand delivered, sent by commercial carrier, or when mailed by first class mail, postage prepaid, properly addressed as indicated below:

To County: County of Green Lake
Attn: County Clerk
571 County Road A
P.O. Box 3188
Green Lake, WI 54941

With a copy to: Corporation Counsel
571 County Road A
P.O. Box 3188
Green Lake, WI 54941

~~To Green Lake Surveying Company: Donald W. Lenz~~
~~W1734 North Street~~
~~P.O. Box 131~~
~~Green Lake, WI 54941~~To Surveyor:

14. All state law or local ordinances insofar as applicable to municipal contracts shall be and hereby are specifically made a part of this Agreement. The

Surveyor agrees to comply with all applicable Federal and State laws, rules and regulations in performing the work required under this Agreement.

15. Deputy Surveyor. Surveyor ~~shall~~ may appoint a deputy surveyor by filing a certificate with the Green Lake County Clerk. The deputy surveyor's duties shall be the same as the duties herein and the deputy surveyor shall perform said duties in the event that Surveyor has a conflict of interest.
16. Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.
17. Miscellaneous.
 - a. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, assigns, heirs and personal representatives and, except as specifically provided herein, ~~neither party may make any assignment of~~ Surveyor may not assign this Agreement or any interest in the Agreement by operation of law or otherwise without the prior written consent of County. There shall be no third-party beneficiaries to this Agreement.
 - b. It is understood and agreed, that County shall have the right to assign this Agreement by operation of law or otherwise to any successor to all or substantially all of its assets and business by dissolution, merger, consolidation, transfer of assets or otherwise, or to any direct or indirect subsidiary of County.
 - c. This Agreement shall be interpreted under the laws of the State of Wisconsin. Venue for any legal proceedings relating to this Agreement shall be Green Lake County, Wisconsin.
 - d. The individuals executing this Agreement are duly authorized representatives of their respective entities, and are executing such documents and binding their respective entities to the representations, warranties, and duties contained herein.
 - e. No modifications or additions to this Agreement and no waiver of the terms and conditions shall be effective unless it is in writing and duly executed by the parties hereto.
 - f. Both parties to this Agreement waive all rights to trial by jury in any action, proceeding, claim or counterclaim brought by either party against the other

on any matter whatsoever arising out of, in connection with or related to this Agreement.

- g. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.
- h. The waiver or failure of either party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.
- i. County is an Equal Opportunity, Affirmative Action Employer and requires the same of independent contractors. There shall be no discrimination against any employee who is employed by the Surveyor in the performance of the services to be performed under this contract or against any applicant for such employment because of sex, race, religion, color, or national origin. This provision shall include, but not limited to: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensations, and selection for training including apprenticeship.

18. Nothing in this Agreement constitutes a waiver of County's sovereign immunity, notice of claim procedures set forth in Chapter 893 of the Wisconsin Statutes, or any other protections afforded County by law.

SIGNATURE PAGE FOLLOWS

BY: Green Lake County

BY: ~~Green Lake Surveying Company~~

Margaret M. Bostelmann
County Clerk/Administrative
Coordinator

~~Donald W. Lenz~~

Date: _____

Date _____

County Board Chair

Date: _____