

**AMENDED AGENDA**  
**(THURSDAY) DECEMBER 17, 2015 – 9:00 A.M.**  
**OCONTO COUNTY BOARD OF SUPERVISORS MEETING**  
**COUNTY BOARD ROOM #3041 – COURTHOUSE 3<sup>RD</sup> FLOOR – BLDG. A**  
**301 WASHINGTON STREET, OCONTO WI 54153-1699**

This is an open meeting of the Oconto County Board of Supervisors. Notice of this meeting was given to the public at least twenty-four hours prior to the meeting, by forwarding the complete agenda to the newspapers and to all news media who have requested the same as well as by posting. Copies of the complete agenda were available for inspection at the Office of the County Clerk and from the County's website calendar: [www.co.oconto.wi.us](http://www.co.oconto.wi.us)

1. Call to Order and Roll Call
2. The Pledge of Allegiance
3. The Invocation – Supervisor Lacourciere
4. Presentation of Awards and Recognition
5. Presentation of Communications and Petitions
6. Approval of Agenda:
  - A. Change in Sequence
  - B. Removal of Items
7. Approval of Previous Meeting Proceedings
8. Election of Highway Commissioner
9. Amend. Ord. #3114 – Zoning Change – Town of Gillett (Fifield) – Planning/Zoning Com
10. Amend. Ord. #3115 – Zoning Change – Town of Stiles (Wirhanowicz) – Planning/Zoning Com
11. Amend. Ord. #3116 – Zoning Change – Town of Townsend (Gerndt) – Planning/Zoning Com
12. Ord. #3117 – Amending Chapter 14 Oconto County Zoning Ordinance and Chapter 12 Oconto County Sanitary Ordinance – Planning/Zoning Com
13. Res. #106 – Adopting the Oconto County 2015 Multi-Hazards Mitigation Plan – Emergency Management Com
14. Res. #107 – Approval of Grant Administration Policy – Finance/Insurance Com
15. Res. #108 – Rescind Resolution #15-14, Official County Newspaper For All Oconto County Legal Publications – F/I Com
16. Res. #109 – Lease Approval Between JMAKAS Enterprises, LLC (“Landlord”), and Oconto County (“Tenant”) – Health & Human Services Board
17. Res. #110 – Lease Approval Between RJC Ventures LLC (“Landlord”) and Oconto County, A Wisconsin Municipal Corporation (“Tenant”) – Health & Human Services Board
18. Res. #111 – Marinette-Oconto Co. Comprehensive Community Services Intergovernmental Agreement – H&HS
19. Res. #112 – Oconto County Lake Protection Grants – Land Conservation Com
20. Res. #113 – Approval for the Oconto County Land & Water Resource Management Plan – Land Conservation Com
21. Res. #114 – Approval of Inmate Healthcare Proposal – Law Enforcement/Judiciary Com
22. Res. #115 – Adoption of Crime Prevention Funding Board & Surcharge – Law Enforcement/Judiciary Com
23. Res. #116 – Approval of Converting District Attorney Part Time Clerk Typist II Position to Full Time – LE/J and P&W Com
24. Res. #117 – Approval of Converting Corporation Counsel Part Time Legal Secretary Position to Full Time - LE/J and P&W Com
25. Res. #118 – Technology Services Support Specialist Position to Full Time – P&W and Technology Services Com
26. Res. #119 – Law Enforcement Center Change Order to Relocate Video Equipment – Public Property and LE/J Com
27. Res. #120 – Approval of Courthouse Complex Lighting Installation Project – Public Property Com
28. Res. #121 – Approve Purchase of Microphones for the Courtrooms – Public Property Com (to be placed on desks)
29. Res. #122 – Approval to Purchase Additional LED Lighting for Courthouse - PP Com (to be placed on desks)
30. Committee and Departmental Reports:
  - A. Report – Re-appointment – Health & Human Services Board (Shellman) – County Board Chairman
  - B. Report – Re-appointment – Oconto County Business Development Revolving Loan Fund Committee (Lemmen) – CBC
  - C. Report – Re-appointment – Tri-County Business Development Revolving Loan Fund Committee (Lemmen) – CBC
  - D. Report – Re-appointment – Oconto County Business Development Revolving Loan Fund Committee (School) – CBC
  - E. Report – Re-appointment – Oconto County Library Services Board (Hodkiewicz) – County Board Chairman
  - F. Report – Re-appointment – Oconto County Library Services Board (Sleeter) – County Board Chairman
  - G. Report – Update on Law Enforcement Center – Law Enforcement/Judiciary Com
  - H. Report – Oconto County Economic Development Corporation (OCEDC) Update – OCEDC Com
  - I. Report – Employee Update – **November** 2015 – Personnel & Wages Com
31. Announcements/General Information (No Action to be taken)

32. CLOSED SESSION: THE BOARD MAY CONVENE INTO CLOSED SESSION PURSUANT TO WI STAT. 19.85(1)(F) WHICH STATES IN PERTINENT PART CONSIDERING MEDICAL DATA OF SPECIFIC PERSON(S).
33. THE BOARD MAY RETURN TO OPEN SESSION TO CONDUCT LEGAL BUSINESS AS ALLOWED BY WI STAT. 19.85(2)

34. Adjournment

Any person wishing to attend the meeting who requires special accommodation because of a disability should contact the Oconto County Clerk's office at 920-834-6800 at least 24 hours before the meeting begins so that appropriate accommodations can be made.  
(TDD #920-834-7045)

Persons who are members of another governmental body, but who are not members of this committee, may attend this meeting. Their attendance could result in a quorum of another governmental body being present. Such a quorum is unintended and they are not meeting to exercise the authority, duties, or responsibilities of any other governmental body.

Courthouse Bldg. "A" Located at corner of Washington Street & Arbutus Avenue  
Ramp Access from Washington Street Parking Lot Entrance

January Invocation by Supervisor Lemmen

kp/Posted: 12/10/15

OCONTO COUNTY BOARD OF SUPERVISORS MEETING

1. **Call to Order and Roll Call**  
County Board Chairperson, Lee Rymer called the meeting to order at 9 a.m. in the County Board Room #3041, located at the Oconto County Courthouse, 301 Washington St., Oconto, WI by stating "This is an open meeting of the Oconto County Board of Supervisors. Notice of this meeting was given to the public at least 24 hours prior to the meeting by forwarding the complete agenda to the newspapers and to all news media who have requested the same, as well as by posting. Copies of the complete agenda were available for inspection at the office of the County Clerk." County Clerk, Kim Pytleski, recorded the attendance, with 31 members present: Supervisors Augustine, Ballestad, Bartels, Jr., Bednarik, Beekman, Brazeau, Buhrandt, Christianson, Frank, Gooding, Grady, Kamke, Korzeniewski, Kroll, Lacourciere, Lemmen, Linzmeyer, McMahon, Nelson, Nichols, Pagel, Pott, Ragen, Reinhart, Rymer, Sekela, Sleeter, Stellmacher, Stoegbauer, Stranz, Wellens.
2. **The Pledge of Allegiance to the Flag**
3. **The Invocation** was given by Supervisor Kroll
4. **Presentation of Awards and Recognition** – None.
5. **Presentation of Communications and Petition** – None.
6. **Approval of Agenda**
  - A. Change in Sequence – None.
  - B. Removal of Items  
Motion by Stellmacher/Nichols to remove Items #24 and #25 from the agenda. The motion was voted on and carried.  
Motion by Nelson/Lacourciere to approve agenda as amended. The motion was voted on and carried.
7. **Approval of Previous Meeting Proceedings**  
Motion by Grady/Pott to approve the proceedings from the 10/29/15 meeting. The motion was voted on and carried.
8. **Amend. Ord. #3104 – Zoning Change – Town of Brazeau (Rosner) – Planning/Zoning Com**  
Motion by Brazeau/Bednarik to adopt Amend. Ord. #3104 for property owned by Lee Rosner in Town of Brazeau to change from Agricultural District to Residential Single Family District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.
9. **Amend. Ord. #3105 – Zoning Change – Town of Chase (Reed/Burbey-Reed) – Planning/Zoning Com**  
Motion by Kroll/Pott to adopt Amend. Ord. #3105 for property owned by Michael Reed and Katherine Burbey-Reed in Town of Chase to change from Agricultural District to Rural Residential District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.
10. **Amend. Ord. #3106 – Zoning Change – Town of Lakewood (Thiry) – Planning/Zoning Com**  
Motion by Christianson/Bartels, Jr. to adopt Amend. Ord. #3106 for property owned by John Thiry in Town of Lakewood to change from Rural Residential District to Residential Single Family District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.
11. **Amend. Ord. #3107 – Zoning Change – Town of Little Suamico (Mocco) – Planning/Zoning Com**  
Motion by Pagel/Ragen to adopt Amend. Ord. #3107 for property owned by Roy Mocco in Town of Little Suamico to change from Rural Residential District to Residential Single Family District. Following an explanation by Zoning Administrator, Patrick Virtues, and discussion, the motion to adopt carried by an electronic vote 29 ayes, 2 nays (Gooding, Frank).
12. **Amend. Ord. #3108 – Zoning Change – Town of Little Suamico (Vandenheuvel) – Planning/Zoning Com**  
Motion by Ragen/Pagel to adopt Amend. Ord. #3108 for property owned by Gary Vandenheuvel in Town of Little Suamico to change from Agricultural District to Rural Residential District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.
13. **Amend. Ord. #3109 – Zoning Change – Town of Maple Valley (Laabs) – Planning/Zoning Com**  
Motion by Sleeter/Frank to adopt Amend. Ord. #3109 for property owned by Robert Laabs in Town of Maple Valley to change from Agricultural District to Rural Residential District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.
14. **Amend. Ord. #3110 – Zoning Change – Town of Oconto Falls (French) – Planning/Zoning Com**  
Motion by Lemmen/Bednarik to adopt Amend. Ord. #3110 for property owned by Charles and Jeanette French in Town of Oconto Falls to change from Agricultural District to Rural Residential District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.
15. **Amend. Ord. #3111 – Zoning Change – Town of Oconto Falls (Koebach) – Planning/Zoning Com**  
Motion by Lemmen/Bednarik to adopt Amend. Ord. #3111 for property owned by Donald Koebach in Town of Oconto Falls to change from Agricultural District to Rural Residential District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.
16. **Amend. Ord. #3112 – Zoning Change – Town of Pensaukee (Nichols) – Planning/Zoning Com**  
Motion by Stoegbauer/Stranz to adopt Amend. Ord. #3112 for property owned by Lyle Nichols in Town of Pensaukee to change from Agricultural District to Rural Residential District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by an electronic vote 30 ayes, 1 abstain (Nichols).

17. **Amend. Ord. #3113 – Zoning Change – Town of Spruce (Denis/Steffeck) – Planning/Zoning Com**  
 Motion by Brazeau/Bednarik to adopt Amend. Ord. #3113 for property owned by Marc and Joan Denis and Suzanne Steffeck in Town of Spruce to change from Agricultural District to Rural Residential District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.
18. **Order #1 – Townsend Flowage Protection District, Oconto County Wisconsin**  
 Motion by Stranz/Korzeniewski to adopt Order #1, Townsend Flowage Protection District, Oconto County Wisconsin. Following an explanation by Robert Skalitzky, Forest & Park Administrator, the motion to adopt carried by a unanimous electronic vote.
19. **Res. #103 – Authorize Purchase of Vehicles for the Sheriff's Office – LE/J Com**  
 Motion by Beekman/Wellens to adopt Res. #103, Authorize Purchase of Vehicles for the Sheriff's Office. Following an explanation by Mike Jansen, Sheriff, the motion to adopt carried by a unanimous electronic vote.
20. **Res. #104 – Awarding of 2016 Janitorial Services Contract for Clean Right Services, LLC – Public Property Com**  
 Motion by Grady/Lacourciere to adopt Res. #104, Awarding of 2016 Janitorial Services Contract for Clean Right Services, LLC. Following an explanation by Kevin Hamann, Administrative Coordinator, and discussion, the motion to adopt carried by a unanimous electronic vote.
21. **Res. #105 – Withdrawal from the Local Government Property Insurance Fund – Finance/Insurance Com**  
 Motion by McMahon/Frank to adopt Res. #105, Withdrawal from the Local Government Property Insurance Fund. Following an explanation by Kevin Hamann, Administrative Coordinator, and discussion, the motion to adopt carried by an electronic vote 30 ayes, 1 abstain (Rymer).
22. **Committee and Departmental Reports:**
- A. Report – Appointment – Townsend Flowage Protection District – County Board Chairman**  
 Motion by Christianson/Buhrandt to accept the appointment of John Zimdars, Townsend, to the Townsend Flowage Protection District, for a term that will expire November 2018. The motion was voted on and carried.
- B. Report – Contingency Budget Expenditures History – 2004-2015 – Finance/Insurance Com**  
 Following Administrative Coordinator, Kevin Hamann's review, and discussion, motion by Sekela/McMahon to accept the Contingency Budget Expenditures History – 2004-2015. The motion was voted on and carried.
- C. Report – Update on Law Enforcement Center – Law Enforcement/Judiciary Com**  
 Following Administrative Coordinator, Kevin Hamann's review, and discussion, motion by Beekman/Kroll to accept the Update on New Law Enforcement Center. The motion was voted on and carried.
- D. Report – Oconto County Economic Development Corporation (OCEDC) Update – OCEDC Com**  
 Motion by Stellmacher/Linzmeier to accept the Oconto County Economic Development Corporation Update. Following an update by Paul Ehrfurth, OCEDC Director, the motion was voted on and carried.  
**Chairman Rymer called a recess from 9:44 a.m. – 9:52 a.m.**
- E. Report – Safety Video – Protect Your Back – Main Loss Control Com**  
 Following the video and Administrative Coordinator, Kevin Hamann's review, motion by Sekela/McMahon to accept the Safety Video – Protect Your Back report. The motion was voted on and carried
- F. Report – Safety Video – Understanding Stress – Main Loss Control Com**  
 Following the video and Administrative Coordinator, Kevin Hamann's review, motion by Bednarik/Frank to accept the Safety Video – Understanding Stress report. The motion was voted on and carried
- G. Report – Employee Update – October 2015 – Personnel & Wages Com**  
 Following Administrative Coordinator, Kevin Hamann's review, motion by Lemmen/Kamke to accept the October 2015 Employee update. The motion was voted on and carried
23. **Announcements/General Information (No Action to be taken)**
- Happy Birthday to Supervisors Augustine, Sekela, and Administrative Coordinator, Kevin Hamann!
  - County Clerk Pytleski distributed the candidate packets for those interested in running for county board again in 2016. Anyone interested for running for office can pick up candidate packets in the office of the County Clerk or by visiting [www.gab.wi.gov](http://www.gab.wi.gov). To appear on the ballot forms must be filed by 5pm on Tuesday, January 5, 2016.
  - Chairman Rymer recognized the veterans serving on the board: Supervisors Bednarik, Beekman, Christianson, Grady, Korzeniewski, Linzmeier, Ragen, and Reinhart for their years of service to the United States of America. A round of applause followed.
  - Chairman Rymer also wished everyone a safe hunting season and Happy Thanksgiving!
27. **Adjournment**  
 Motion by Brazeau/Nelson to adjourn. The motion was voted on and carried at 10:21 a.m.  
 The next meeting of the Oconto County Board of Supervisors will be on December 17, 2015.  
 Proceedings of County Board meeting may be viewed in its entirety at [www.co.oconto.wi.us](http://www.co.oconto.wi.us).

Kim Pytleski, Oconto County Clerk

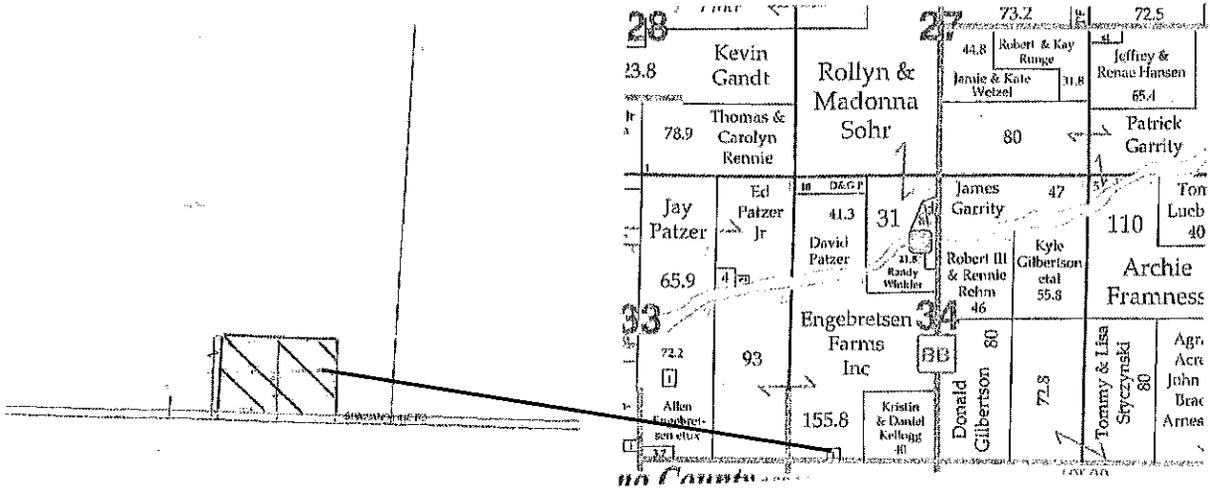
AMENDATORY ORDINANCE (MAP) NO. 3114

The Oconto County Board of Supervisors do ordain the following zoning amendment:

PROPERTY INFORMATION: Tax Parcel #016-343401233A  
Part of Section 34, T28N, R18E, Town of Gillett  
Existing Zoning: Agricultural  
Proposed Zoning: Residential Single Family  
PROPERTY OWNER: HARVEY FIFIELD

FROM AGRICULTURAL DISTRICT TO RESIDENTIAL SINGLE FAMILY DISTRICT

Area to be rezoned Residential Single Family District



Planning & Zoning/Solid Waste Committee  
Submitted this 17<sup>th</sup> day of December, 2015.

- Ron Korzeniewski, Chairman
- Terry Brazeau, Vice-Chair
- Ken Linzmeyer, Secretary
- Darrel Pagen
- David Christianson

Adopted by Vote:  
Ayes:            Nays:            Absent:

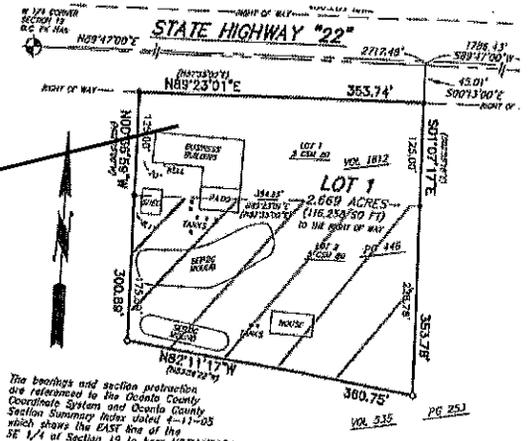
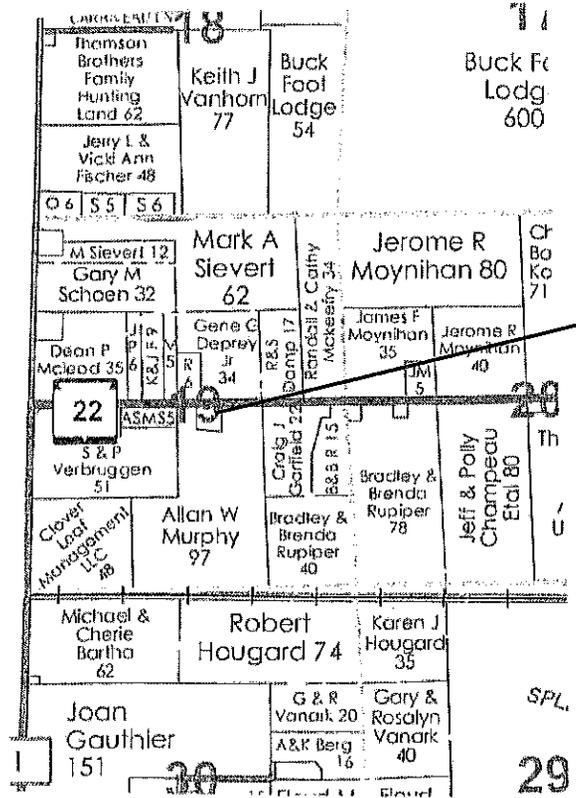
AMENDATORY ORDINANCE (MAP) NO. 3115

The Oconto County Board of Supervisors do ordain the following zoning amendment:

PROPERTY INFORMATION: Tax Parcel #040-1919018422  
 Part of Section 19, T28N, R20E, Town of Stiles  
 Existing Zoning: Agricultural  
 Proposed Zoning: General Commercial  
 PROPERTY OWNER: TIM AND STEPHANIE WIRHANOWICZ

**FROM AGRICULTURAL DISTRICT TO GENERAL COMMERCIAL DISTRICT**

Area to be rezoned General Commercial District



The bearings and section protection are referenced to the Oconto County Coordinate System and Oconto County Section Summary Index dated 4-11-05 which shows the EAST line of the SE 1/4 of Section 19 to bear N03°41'01\"/>

PRIOR TO ANY CONSTRUCTION OR OTHER LAND USE ACTIVITY, ALL BUILDING SETBACKS, WETLAND BOUNDARIES, AND OTHER LAND USE REQUIREMENTS FOR THE PROPERTY CONCERNED HEREIN MUST BE ESTABLISHED BY THE OCONTO COUNTY PLANNING AND ZONING DEPARTMENT.

Planning & Zoning/Solid Waste Committee  
 Submitted this 17<sup>th</sup> day of December, 2015.

- Ron Korzeniewski, Chairman
- Terry Brazeau, Vice-Chair
- Ken Linzmeyer Secretary
- Darrel Pagel
- David Christianson

Adopted by Vote:

Ayes:                      Nays:                      Absent:

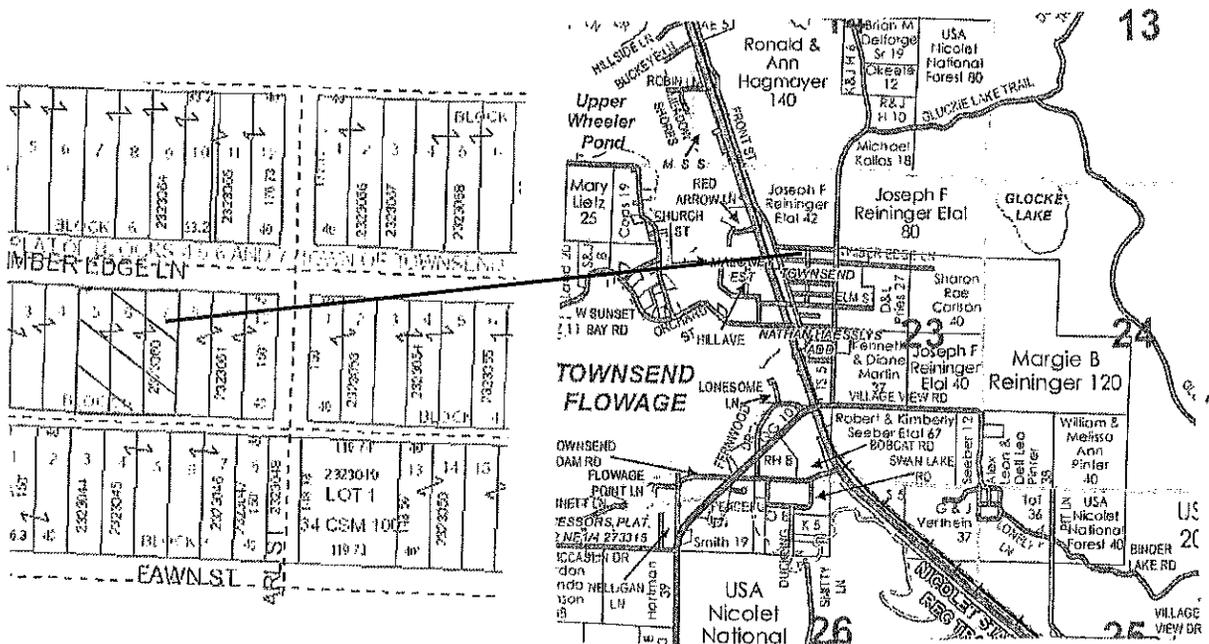
AMENDATORY ORDINANCE (MAP) NO. 3116

The Oconto County Board of Supervisors do ordain the following zoning amendment:

PROPERTY INFORMATION: Tax Parcel #042-2323060  
Part of Section 23, T33N, R15E, Town of Townsend  
Existing Zoning: General Commercial  
Proposed Zoning: Residential Single Family  
PROPERTY OWNER: LELAND GERNDT

FROM GENERAL COMMERCIAL DISTRICT TO RESIDENTIAL SINGLE FAMILY DISTRICT

Area to be rezoned Residential Single Family District



Planning & Zoning/Solid Waste Committee  
Submitted this 17<sup>th</sup> day of December, 2015.

Ron Korzeniewski, Chairman  
Terry Brazeau, Vice-Chair  
Ken Linzmeyer, Secretary  
Darrel Pagel  
David Christianson

Adopted by Vote:

Ayes:                      Nays:                      Absent:

ORDINANCE #317-15

TO: The Hon. Chairman and Members of the Oconto County Board of Supervisors

RE: **AMENDING CHAPTER 14 OCONTO COUNTY ZONING ORDINANCE AND CHAPTER 12 OCONTO COUNTY SANITARY ORDINANCE**

WHEREAS, periodic updates to the ordinance are necessary in order to ensure compatibility with current zoning practices as well as ensuring consistence with other County Ordinances; and;

WHEREAS, the Oconto County Planning and Zoning Sub-Committee has drafted amendments to Chapter 14 of the Oconto County Zoning Ordinance and Chapter 12 of the Oconto County Sanitary Ordinance and a public hearing was held on December 2, 2015 on the proposed amendments after which the Sub-Committee recommended approval to the Oconto County Board of Supervisors.

NOW, THEREFORE, the Oconto County Board of Supervisors does ordain the following sections of Chapter 14 of the Oconto County Zoning Ordinance and sections of Chapter 12 of the Oconto County Sanitary Ordinance are to be amended as follows, when bold and/or italic print is used it indicates an addition to the ordinance and when strikeout print is used it indicates a deletion from the ordinance.

14.402 Accessory Structures

Accessory structures which are customarily incidental to and compatible with permitted principal structures and uses shall be permitted subject to the district regulations and as described below:

1. Accessory structures shall not be permitted until its associated principal structure is present or under construction, except that one accessory storage building may be permitted prior to the erection of a principal structure, provided the following requirements are met:

~~a. The floor area of the accessory structure shall not exceed 1000 square feet.~~

~~b. a. Side wall Total height:~~ **The height of the highest side wall of an accessory structure shall not exceed 18 feet unless a conditional use permit is approved by the Board of Adjustment.** ~~measured from the grade elevation to the highest point on the roof.~~

~~c. b.~~ There shall be no skylights, patio doors or other non-standard garage window glazing in the building.

~~d. Not more than one overhead garage door and entrance door.~~

~~e. c.~~ There shall be no water service, sanitary waste disposal connected to the accessory building.

~~f. d.~~ Accessory buildings located on any **rural residential**, agricultural or forestry type zoning districts used for general farm use **and airparks** shall be exempt from this standard.

~~g. e.~~ Parcels less than 5 acres shall require a soil and site evaluation report be filed in the Oconto County Zoning Department defining an area to be preserved for a future POWTS sized for a typical 3 bedroom dwelling in compliance with Section 12.106 (3) of the Oconto County Sanitary Ordinance.

~~h. f.~~ **Preserved principal structure area:** Parcel site plan shall show location of a compliant **and accessible** buildable lot area of **not less than 1000 sq ft. The designated area shall be preserved** for a future principal structure. ~~and an interior floor plan of the accessory structure.~~

~~i. g.~~ **Site plan shall include an interior floor plan of the accessory structure.**

5. Accessory structures such as sheds, storage buildings, greenhouses, related facilities, pools and associated equipment, garages, well houses, pump houses and decks exceeding 2 feet above ground level may not be located within the front (road), side, rear and/or shoreland setback, must comply with required maximum lot coverage standards and the following requirements:

- 48 a. Accessory structures shall not be designed for or used for human habitation, including but not limited  
 49 to; lounging, cooking, eating, sleeping, bathing or any form of human habitation, occupancy or living  
 50 purposes, even if on a temporary or incidental basis.
- 51 b. Accessory structures may be permitted to include plumbing and electricity for the purpose of a  
 52 bathroom associated with a personal workshop.
- 53 c. Accessory structures in any residential **R-1, R-2, R-3** zoning district shall not exceed one story or a  
 54 **side wall height of 18 feet** ~~measured from the grade elevation to the highest point on the roof~~ unless  
 55 a conditional use permit is approved by the Board of Adjustment.
- 56 d. Any accessory structure which includes living quarters shall provide documentation that the  
 57 construction is tied into the existing roofline and foundation of the principal structure or documentation  
 58 by local building inspector that the design meets state uniform dwelling codes for adjoining to principal  
 59 structure.
- 60 e. **Structures in airparks shall be exempt from these requirements.**

61 **14.1800 GENERAL COMMERCIAL DISTRICT (GC)**

62 **14.1803 Conditional Uses**

- 63 1. Institutional (penal, correctional, religious, mental, orphanage or of a similar nature)  
 64 2. Utility towers  
 65 3. Auto Reclamation Yard. Providing that no more than 25 unlicensed vehicles are kept on the premise  
 66 which are not kept in an enclosed building.  
 67 4. Retail or wholesale business involving sales of goods and/or services, unless otherwise noted within this  
 68 ordinance.  
 69 5. Equipment sales and service (farm, automobiles, mobile homes, machinery, etc.).  
 70 6. Animal shelter, animal grooming facilities, kennels and catteries  
 71 7. Mini-Warehouses and Mini-Storage  
 72 8. **Transportation Services**

73 All sections noted in Chapter 12 Oconto County Sanitary Ordinance referring to WI Admin. Code  
 74 Comm 81-91 are to be renamed and renumbered as SPS 381-391 accordingly in compliance with  
 75 recent WI Administrative Code changes.

76  
 77  
 78 Adopted this 17<sup>th</sup> day of December, 2015

79  
 80 BY: OCONTO COUNTY PLANNING & ZONING SUB-COMMITTEE

81  
 82 Ron Korzeniewski, Chairman  
 83 Terry Brazeau, Vice-Chair  
 84 Darrel Pagel  
 85 Ken Linzmeyer  
 86 David Christianson  
 87

88  
 89 Reviewed by Corporation Counsel:

Vote:

90 Cam 12.08.2015  
 91 Initials of Date Approved  
 92 Corp.Counsel  
 93  
 94  
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Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

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**RESOLUTION # 106 - 15**

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors  
RE: **ADOPTING THE OCONTO COUNTY 2015 MULTI-HAZARDS MITIGATION PLAN.**

WHEREAS, Oconto County recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted all hazards mitigation plan is required as a condition of future grant funding for mitigation projects.

NOW, THEREFORE BE IT RESOLVED THAT, the County Board of Oconto County, Wisconsin, hereby adopts the Oconto County 2015 Multi-Hazards Mitigation Plan, copies of which shall be kept on file in the office of the Oconto County Clerk and Oconto County Department of Emergency Management ; and

BE IT FURTHER RESOLVED THAT, upon approval of the Oconto County 2015 Multi-Hazards Mitigation Plan, the Bay-Lake Regional Planning Commission, on behalf of the Oconto County Emergency Management Department, will submit the adopted plan to Wisconsin Emergency Management and Federal Emergency Management Agency officials for final review and approval, as required under the Hazard Mitigation Grant Program.

Submitted this 17<sup>th</sup>. day of December, 2015

By: EMERGENCY MANAGEMENT COMMITTEE

- Leland T. Rymer, Chairperson
- Gerald Beekman
- Paul Bednarik
- Lowell "Buzz" Kamke
- Dennis Kroll
- Melissa Wellens

Reviewed by Corporation Counsel:

Adopted by Vote:

\_\_\_\_\_  
Initials of Date  
Corp. Counsel Reviewed

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

\* Full copy available in the office of the County Clerk.

RESOLUTION # 107 - 15

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: APPROVAL OF GRANT ADMINISTRATION POLICY

WHEREAS, the purpose of the attached grant administration policy is to establish uniform policies and procedures throughout Oconto County to be used when applying for, accepting and administering federal, state, county, private foundation and corporate grants, sponsorships and donations; and

WHEREAS, Oconto County adopted Res. #78-15, Internal Control Procedures; and

WHEREAS, approval of the grant administration policy brings Oconto County into compliance with the newly established guidelines published by the Federal Office of Management and Budget; and

WHEREAS, after discussion with the county's audit firm of Schenck, Inc., it has been determined that Oconto County is subject to the provisions of the newly published guidelines; and

WHEREAS, the proposal (attached) was reviewed and recommended by the Finance & Insurance Committee.

THEREFORE BE IT RESOLVED, that the Oconto County Board of Supervisors hereby approve the Grant Administration Policy.

Submitted this 17<sup>th</sup> day of December, 2015

By: FINANCE & INSURANCE COMMITTEE

Lee Rymer, Chairperson  
Paul Bednarik  
Doug McMahon  
Greg Sekela  
Gary Frank

Reviewed by Corporation Counsel:

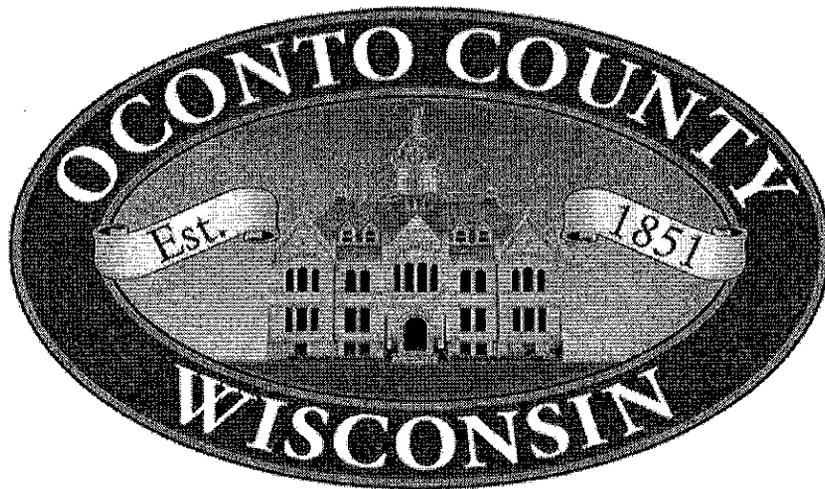
Adopted by Vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

\_\_\_\_\_  
Initials of  
Corp. Counsel

\_\_\_\_\_  
Date  
Reviewed

# Oconto County



## Grant Administration Policy

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## INTRODUCTION

The purpose of this grant administration policy is to establish uniform policies and procedures throughout the County of Oconto (the "County") to be used when applying for, accepting and administering federal, state, county, private foundation and corporate grants, sponsorships and donations. This document describes the grant administration process and identifies the roles and responsibilities of the Department Heads, Risk Management, Technology Services ("TS"), Finance, Administrative Coordinator and the Grant Project Manager. Definitions of certain terms can be found in Section III.

Although this policy identifies certain departments and employees that are routinely involved in the administration of grants, this policy applies to all department employees who are programmatically or fiscally responsible for developing, implementing, administering, or reporting federal and other grant activity. It is essential for all County departments and employees to adhere to the applicable provisions of federal, state and local laws, regulations, contracts and grant agreements, as well as the grant policies and procedures outlined in this policy, while administering grant-funded programs. First, noncompliance may result in County sanctions and liabilities. Second, incorrect or irreconcilable financial activity and account balances recorded in the County's financial management system may adversely affect the integrity of County financial reports and financial information reported to the grantor and the public. Third, it is necessary to help ensure that the County is receiving the greatest possible economic benefit from the programs it administers.

This policy is divided into three sections: Section I outlines the County's purpose for submitting grants and the County's overall fiduciary and administrative responsibilities including matching funds; Section II highlights the roles and responsibilities for each individual involved in administering grants; Section III contains a glossary of the relevant terms and resources. Appendices of internal forms and resources follow the glossary.

Due to the complexity of grants, other documents should be used in tandem with this policy. In most instances, the grantor will provide specific guidance; in some occasions you will need to consult with the Administrative Coordinator, Corporation Counsel and/or the Finance Department to research particular information.

Grant trainings associated with writing and monitoring grants are optional and at the Grant Project Manager's discretion.

## **SECTION I: PURPOSE AND COUNTY RESPONSIBILITIES**

### **1.1 Purpose for Submitting Grants**

A grant is a contribution or a gift of cash or other assets to be used or expended for a specified purpose, activity, project or facility. Grant agreements usually specify the maximum amount of funding, the scope of work to be done, the grant period (e.g. single or multi-year), and any special conditions applicable to the program. The County's purpose for the use of federal, state, county, private foundation and/or corporate grants (including sponsorships and donations) is to maximize external financial resources while protecting the integrity of the County's operational budget and long-term financial conditions. Therefore, all County employees will only apply for grants that further Oconto County's goals and objectives, and support projects and programs that are consistent with the mission and priorities of the County and its departments.

### **1.2 Fiduciary Responsibilities**

#### **A. Internal Controls.**

When any employee of the County applies for or accepts a grant, County management assumes the responsibility for administering the grant and the financial assistance in accordance with the provisions of all applicable laws, regulations, contracts and grant agreements. In order to ensure that the County fulfills its fiduciary and administrative responsibility, the County has established an Internal Control Policy designed to provide reasonable assurances regarding the achievement of County-wide and program-level objectives in the following categories:

1. Effectiveness and efficiency of operations
2. Reliability of financial and programmatic reporting
3. County compliance with applicable laws, regulations contracts, grant agreements and other compliance requirements
4. Transactions are properly accounted for and recorded transactions are executed in compliance with all laws, regulations and provisions of contracts and grant agreements that could have a material effect on federal and other programs
5. Funds, property and other assets are safeguarded against loss from unauthorized use or disposition
6. No employee or officer may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.
7. No employee or officer may accept gratuities or anything of monetary value from contractors or parties to subcontracts.

To enhance cash management practices, it is the County's preference to receive funding on a cost reimbursement basis, unless specifically prohibited by the grantor. This basis minimizes the County's responsibility with respect to monitoring and administering interest earnings from grants.

All requests for reimbursement shall be coordinated with the Finance Department. The County's preferred method of reimbursement is electronic funds transfers ("EFT"). However if EFT is not available, reimbursement checks shall be made payable to the County of Oconto and mailed to:

*Oconto County Treasurer  
301 Washington St  
Oconto WI 54153*

In order to minimize foregone interest and to improve the County's cash flow, the Department Head shall draw down grant funding at least monthly, when applicable. The Finance Department shall review grant revenues and expenditures at least quarterly to verify that drawdowns are performed timely.

#### **B. Authority and Sources of Guidance**

This policy supplements the County's Financial Management Policy and the Internal Control Policy and serves as the general framework for departments to follow when applying for grants, negotiating the terms and conditions of grant agreements and administering grants. The policy is intended to provide consistent guidelines for grant administration to ensure optimum financial and administrative arrangements for the County.

The Office of Management and Budget (OMB) recently incorporated OMB Circulars A-21, A-87, A-89, A-102, A-122, and A-133 into a single document. The new document, now titled 2CFR, Uniform Administrative Requirements for Federal Awards is located in Title 2 of the Code of Federal Regulations at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>. In addition, the following is a list of federal circulars and publications that provided grant management guidance in the past. Each of these publications is available on the Internet and a brief description of the guidance can be found in the Appendix B of this policy.

1. Single Audit Act of 1984 and Amendments of 1996
2. Grants Management Common Rule [http://www.whitehouse.gov/omb/grants\\_chart/](http://www.whitehouse.gov/omb/grants_chart/)
3. Federal OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (relocated to 2 CFR, Part 225)  
[http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105\\_a87.p df](http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a87.p df)
4. Federal OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institution of Higher Education, Hospitals, and Other Non-

Profit Organizations (relocated to 2 CFR, Part 215)

<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a110/2cfr215-0.pdf>

5. Federal OMB Circular A-122, Cost Principles for Non-Profit Organizations (relocated to 2 CFR, Part 215)  
[http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105\\_a122.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a122.pdf)
6. Federal OMB Circular A-133, Audits of States, Local Governments, and Organizations  
[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)
7. Federal OMB Circular A-133, Compliance Supplement  
[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2012](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012)
8. Catalog of Federal Domestic Assistance (CFDA) <https://www.cfda.gov/>
9. Code of Federal Regulations (CFR) <http://www.gpoaccess.gov/cfr/index.html>

### **C. Matching Funds**

Requests for matching funds (typically General Fund money or in kind services) required as a condition of the grant application should be sent to the Finance/Insurance Committee for approval of availability prior to the decision to apply is made and as soon as the matching estimate is known. No project will be eligible for matching funds without approval from the initiating Department's Home Committee/Board, Finance/Insurance Committee and, when necessary, the County Board.

If the grant project requires matching funds required for future years on an annually renewable grant, the request for funds must be estimated and budgeted by the initiating department during the annual budgeting process. For example, there are federal, state and county grant programs that typically issue requests for proposals every year. The need for matching funds for these predictable opportunities must be estimated and budgeted by the department.

In some cases, future grant opportunities can be predicted because enabling legislation has been passed. Whenever possible, departments should plan for these types of opportunities to ensure that budget appropriation authority is adequate and potential matching funds are addressed during the annual budgeting process.

If the department submits a supplemental request for matching funds for the above types of grant opportunities, the department should notify the Finance Department for assistance.

### **1.3 Administrative Responsibilities**

Grant funding should be considered primarily for one-time or time-limited projects that do not have a significant long-term effect on the ongoing operating budget. Grants should not be used as the primary financing mechanism to create new ongoing programs or services or to add unbudgeted positions unless specifically approved by the County Board.

Any grant application that requires the guaranteed continuation of grant-funded positions or graduated match resulting in full financial responsibility subsequent to termination of the grant, or that directly increases the County's ongoing operating cost, must be approved by the Personnel and Wages Committee and the County Board.

#### **A. Developing Appropriate Grant Projects**

Grant writing and grant management take a considerable investment of time and resources. When considering whether to apply for a particular grant, the initiating department must consider the following:

1. Will the grant help the County attain an objective and secure infrastructure investments that fit into the County's and the department's priorities?
2. Is the grant-supported service a high priority for the County Board, the department and the public as evidenced by planning documents, local resources commitment, or other documentation that identifies the need and service levels?
3. Can this grant obtain sufficient budget appropriations and, if matching funds are required, will that match come from the department's operating budget?
4. If administrative and indirect costs, as well as department resources (Finance, Risk Management, etc.) are involved, have these departments been consulted and are the costs eligible for grant reimbursement?
5. What is the likely funding source for continuing the project/program or services, or is there a plan for terminating the grant-supported activities?
6. Is the benefit derived from the grant sufficient to justify the cost involved in administering the grant, or will the grant leverage other funding sources and/or foster more creative public-private partnership arrangements?
7. Is this item from a sole source vendor or can other companies supply a competitive price?

8. Does the program have special property, liability or other insurance requirements? If so, has the incremental cost of such requirements been factored into the overall cost-benefit analysis? Has the Risk Manager and Administrative Coordinator been advised?
9. Will the program require additional staff? If so, is the staffing increase in with the County's plans, budget and available monies?
10. Is the proposed program budget sufficiently detailed (i.e., have all the direct and indirect costs such as salaries, benefits, supplies and materials, equipment, travel, computers, consultants, allocated administrative and internal service costs been identified and accounted for)?

*Please see the Grant Check List (Appendix D) for more details.*

## **B. Grant Application Process**

The grant application process consists of 11 steps that require the involvement of various staff members. The following steps are a general outline of the process, with individual responsibilities relating to the process set forth in Section II.

1. **Finding Grant Opportunities.** The Department Heads and/or staff seek grant opportunities for the County. This process is done through various methods including internet searches, through professional organizations, and word of mouth. County staff also has access to grant opportunities as they often become available in their specific lines of work. Prior to submitting the grant application, the applicant is required to obtain confirmation of the availability of any matching funds from the Finance/Insurance Committee as well as Home Committee/Board approval.
2. **Invitation to Pursue Grants.** Once the approval is obtained the applicant has permission to pursue the grant.
3. **Filling in the Form (Appendix A) to Pursue a Grant.** The person pursuing the grant automatically becomes the "Grant Project Manager" for that grant. The Grant Project Manager fills in information pertaining to the project's ability to meet County's goals and the County's ability to meet all maintenance and reporting requirements and financial obligations.
4. **Internal Approvals.** Once the form is complete, the Grant Project Manager will submit it to his/her Department Head and/or Home Committee/Board. If the Home Committee/Board determines the grant meets the requirements of this policy, they will approve it.

5. **Writing the Grant.** The Grant Project Managers should always attempt to fill out the grant application first. They are the experts on the topic and should provide as much information as they can about the project for which they are seeking funding.
6. **Legal Review.** The Grant Project Manager should prepare and submit the grant application to Corporation Counsel for review. The Corporation Counsel will review the grant application and send it back to the Grant Project Manager with any required changes. The Grant Project Manager will obtain the Corporation Counsel's approval before submitting the grant application.
7. **County Board Approval.** County Board approval, by Resolution, is required when (i) the grant requires it, (ii) the grant meets or exceeds \$5,000 in County expenditures (iii) the grant requires a contractual agreement. In those cases, the Grant Project Manager will generate an Agenda Item and request updates and approval from the Department Head and/or Home Committee/Board. The Grant Project Manager, in accordance with County Board agenda packet deadlines, will take the item to the next available County Board meeting. The Grant Project Manager also will ensure that all awarded grant contracts, regardless of the amount, are approved by the Corporation Counsel. The Grant Project Manager must follow all other procurement and grant contract requirements. These requirements include a staff report for bids on grant-funded equipment and carrying over funding and appropriations to the next fiscal year when necessary.
8. **Grant Approval Notification.** The Grant Project Manager shall be responsible for tracking all awarded and denied grants. Once a letter for approval has been received, the Grant Project Manager will submit all of the necessary documents to the Finance Department who will enter the data into the general ledger.
9. **Implementation of the Grant.** It is the responsibility of the Grant Project Manager to implement the grant in accordance with the contract and all applicable laws and regulations. During this process, the Grant Project Manager should work with the Finance Department and the granting agency. The Grant Project Manager will be responsible for ensuring that all compliance items are met. The Grant Project Manager should be aware of federal laws and regulations as they relate to the grant project and should seek legal advice from the Corporation Counsel if the County's obligations are unclear.
10. **Reporting Documents.** All reports are to be completed by the Grant Project Manager on time and in conjunction with the Finance Department (when necessary). Copies of

reports shall be retained by the Grant Project Manager and a copy given to the Finance Department and retained for the time period specified in the current County and/or State of Wisconsin ("State") approved record retention schedules or as indicated within the grant contract (whichever is longer).

11. **Closing the Grant.** Grants will be closed only when a letter of completion or compliance has been obtained from the grantor. All grant activity should remain open until the funding has been fully spent down. This process will help safeguard against any programmatic and/or financial discrepancies. Once the grant is closed, a hardcopy of all the grant activity is to be retained until the date at which the records can be destroyed according to the current County and/or State approved record retention schedules or as indicated within the grant contract (whichever is longer).

## **SECTION II: INDIVIDUAL ROLES AND RESPONSIBILITIES**

In an effort to ensure that all grants are administered in a consistent manner, the following policies have been designed to set forth the role of each staff member that is involved with the grant projects.

### **2.1 Corporation Counsel**

The Corporation Counsel shall approve all contracts, grant agreements, memoranda of understanding, intergovernmental agreements and any other binding documents prior to signature from the County Board Chairman.

### **2.2 Responsible Department**

The "Responsible Department" is the department of the Grant Project Manager. The Responsible Department shall maintain all hardcopies of grant activities and shall maintain grant information for the time period specified in the current County and/or State approved record retention schedules or as indicated within the grant contract (whichever is longer).

### **2.3 Department Head**

1. Department Heads are responsible for submitting a Grant Priority Form with their budget requests each year, if applicable, or as promptly as possible if their requests do not coincide with the timing of budget requests. The forms shall outline all of the programs and projects that the Department Heads would like to pursue during the fiscal year.
2. Department Heads should refer to the Grant Check List (Appendix D) before approving a grant.

3. Department Heads are responsible for reviewing and approving grant requests that come from their department's staff members. This review includes, but is not limited to, the grant requirements, implementation commitments and reporting requirements. Department Heads should not approve any grants that they do not have the financial and personnel resources to successfully administer.
4. Department Heads are responsible for assigning responsible staff members to serve as Grant Project Managers to oversee grants. If a Grant Project Manager leaves his/her employment with the County, then the duty of the Grant Project Manager will be reassigned to another staff member. The transition of the Grant Project Manager should be conducted through written correspondence that includes the Administrative Coordinator and the Home Committee/Board.
5. Department Heads will work with the Finance Department and the Finance/Insurance Committee when there are issues with the Grant Project Manager's inability to successfully implement grant activities.

## **2.4 Grant Project Manager**

### **A. Obligations Prior to Grant Submittal.**

1. The Grant Project Manager is encouraged to attend at least one grant training program associated with writing and monitoring grants.
2. Grant Project Managers should seek out grant opportunities in their lines of work.
3. The Grant Project Manager shall not request to apply for a grant until he/she has reviewed the request for proposal thoroughly and considered the merits of the project as it relates to the County's objections and reviewed the requirements related to the potential grant request.
4. The Grant Project Manager shall work with his/her Department Head by having an informal conversation about the grant prior to submitting a request to pursue a grant.
5. Once the Grant Project Manager decides to apply for a grant, he/she shall notify the Home Committee and complete a Grant Project Profile Worksheet as thoroughly as possible. The Grant Project Manager should be prepared to provide the following information when requesting to apply for a grant:
  - a. A project description that explains what the funding will be used for and how it will benefit the county, including a detailed budget by revenue and expenditure. The Grant Project Manager should work with the Finance Department regarding any financial concerns.

- b. Anticipated project cost, any ongoing or post-grant cost impact or revenues and the source of matching funds.
  - c. The department goals the grant supports.
  - d. Identify if the grant will need to be supported by Technology Services Department, if necessary.
  - e. Identify if the grant requires equipment purchases and/or maintenance.
  - f. Identify if the grant requires additional insurance.
  - g. Identify if other departments will be affected by the grant and include confirmation that the affected departments' head support the grant.
  - h. The tentative timeline for the project implementation.
  - i. Identify any partners in the grant, including a support letter/resolution that refers to the partner's level of commitment.
6. The Grant Project Manager shall contact Administrative Coordinator for approval to submit grant applications that involve and/or require equipment training. The following is a list of questions that the Grant Project Manager should be prepared to answer:
- a. Will you be purchasing any equipment that requires training?
  - b. If so, what type of equipment?
  - c. If so, what type of training is necessary?
  - d. Will equipment require the County to purchase additional insurance to fulfill the grant requirements and obligations? If so forward a copy to the Administrative Coordinator.
  - e. Have you allocated training cost into your grant?
  - f. Will ongoing trainings be necessary?
  - g. If so, who will provide the trainings?
7. The Grant Project Manager shall contact Technology Services (TS) for approval to submit any grants that will involve computer equipment and/or server space. The Grant Project Manager shall meet with TS to ensure that the budget allocations are appropriate and that computer technology is compatible. This contact must be done in person while pursuing the grant. The Grant Project Manager shall put detailed information in the form so that TS can make an informed decision. Upon the receipt of the computer equipment, the Grant Project Manager shall follow up with TS to ensure that they are aware of any programmatic requirements associated with the grant. The following is a list of questions that the Grant Project Manager should be prepared to answer:
- a. Will any technology equipment be purchased with the grant?
  - b. If so, what type of equipment?
  - c. What is the life expectancy of the equipment?

- d. How do you intend to pay for the replacement and repairs associated with the equipment?
8. The Grant Program Manager shall submit the grant request to the Home Committee/Board and the Corporation Counsel prior to submittal and prior to any required County Board approval.
9. If County Board approval is necessary for the submittal/approval of the grant, the Grant Project Manager will work with the County Clerk to prepare a County Board resolution, in accordance with the established process and County Board agenda packet deadlines.

**B. Financial Obligations after Grant Award.**

1. The Grant Project Manager shall notify the Finance Department about any grant awards and shall provide all documents associated with the grant to the Finance Director so that it may be recorded and entered.
2. The Grant Project Manager shall request revenue and expenditure budget costs for the grant award and anticipated expenditures from the Finance/Insurance Committee to ensure that the financial obligations of the grants are being accurately administered.
3. The Grant Project Manager is responsible for providing annual revenue and expenditure projections to the Home Committee/Board to ensure that such projections are integrated into the County's formal, annual budget process. Such projections must be submitted within the required budget process timelines.
4. If the Grant Project Manager receives a check, he/she must hand-carry it to the Treasurer's Office on the same business day. If the check cannot be transported in the same day, it must be safely locked up and delivered to the Treasurer on the next business day.

**C. Administration Obligations after Grant Award.**

1. All purchases with grant funding must be in accordance with the County's procurement procedures.
2. All purchases also shall be in accordance with the grant agreement. If any questions regarding purchasing arise, the Grant Project Manager shall contact the Finance Department to clarify the proper procedure.
3. The Grant Project Manager is responsible for ensuring that any in-kind match is documented and that grant documentation is retained with other grant-related records for the time period specified in the current County's and/or State approved record

retention schedules or as indicated within the grant contract (whichever is longer). Program income, including revenue and earned interest as well as in-kind match, must be handled according to grant guidelines and OMB Circulars A-87 and A-102, if applicable.

4. The Grant Project Manager shall request to expend funds by the termination date noted on the grant agreement. Expenditures encumbered prior to the award date or after the termination date may not be eligible for reimbursement. An extension of the grant may be requested in the event that the programmatic goals have not been met or funding remains.
5. The Grant Project Manager shall be familiar with the programmatic and administrative requirements of the grant and shall comply with these requirements including the cost principles and administrative guidelines. Many grantors will provide this information in the application packet instruction and/or the award documents.
6. The Grant Project Manager is responsible for reporting requirements. Submissions of programmatic and financial reports shall be accomplished in accordance with the guidelines specified in the grant contract or agreement. The Grant Project Manager is responsible for program implementation, management, evaluation, documentation and ensuring compliance with contract financial and narrative and reporting requirements.
  - a. The Grant Project Manager shall be responsible for providing financial information to the Finance Department. This information must be provided as soon as possible and not less than one week prior to the reporting deadline. The Grant Project Manager shall review with the Finance Director the grant financial report due dates as soon as possible after the grant/project has been awarded. The Grant Project Manager also shall notify the Finance Department of upcoming reporting deadlines at least one week prior to the due date(s). The Grant Project Manager is responsible for reviewing the financial reports that are prepared by the Finance Department. If there are any discrepancies in the report, it should be brought to the attention of the Finance Director.
  - b. If the Grant Project Manager submits a financial or programmatic report, copies of that report shall be sent to the Finance Department within one week.
7. The Grant Project Manager shall notify the Finance Department about any scheduled audits or site visits as soon as the County or Grant Project Manager is notified of such audits and site visits.
8. The Grant Project Manager shall work closely with the Finance Department when closing out grants. Project closeout activities shall include completion of the final

programmatic and financial reports, determination of obligated and unobligated cash balances and completion of necessary accounting entries. All project files shall be combined and retained by the Grant Project Manager.

9. The Grant Project Manager shall inventory equipment purchased for his/her area of control and submit inventory records to the Administrative Coordinator. Records for equipment, non-expendable personal property and real property shall be retained for the time period specified in the current County and/or State approved record retention schedules or as indicated within the grant contract (whichever is longer).

## **2.5 Finance Department**

1. The Finance Department shall use the itemized budget prepared by the Grant Project Manager and approved by the County Board to support general ledger account and budget set up for the grant.
2. The Finance Department shall be available to assist with setting up detailed budget plans when necessary.
3. The Finance Department shall work with the Grant Project Manager to determine the budget and account codes for the respective grants.
4. The Finance Department will base all requested funds on the expenditures already incurred or amounts required for immediate disbursement.
5. The Finance Department shall retain records of revenues requested and received by the County and assist the Grant Project Manager with reconciling the grant receivable accounts.
6. If the Finance Department receives a check from a grantor, it shall notify the Grant Project Manager promptly.
7. The Finance Department shall not commingle grant funding even if there are multiple grants for the same project. The Finance Department will establish separate general ledger accounts for each project to avoid commingling of project funds.
8. The County's Finance Director shall schedule, monitor and ensure timely completion of all required audits in conformity with guidelines required by the Single Audit Act as amended, if applicable.
9. The Administrative Coordinator shall have primary oversight responsibility for stewardship of County capital assets, but individual departments shall assist the

Administrative Coordinator. In addition, the individual departments shall be responsible for stewardship for all noncapital County assets that are determined to be high-risk-of-loss assets.

## **2.6 Technology Services Department**

TS shall work with the Grant Project Manager when requesting computer and/or technology equipment.

## **2.7 Administrative Coordinator**

1. The Administrative Coordinator and Personnel and Wages Committee shall assist the Grant Project Manager with grant funded positions.
2. All grant funded positions will be defined as limited appointments.
3. The Administrative Coordinator will update the County's Policies and Procedures relating to grant-funded positions as necessary to comply with federal grant requirements.
4. The Administrative Coordinator shall work with the Grant Project Manager to ensure that all insurance requests are appropriate for the County.
5. The Grant Project Manager shall work with the Administrative Coordinator to determine appropriate training for equipment purchases, if applicable.

## **2.8 Other Affected Departments**

Other departments shall make themselves available to consult with the department seeking grant funding. This consultation will be coordinated by the Grant Project Manager when necessary.

### SECTION III: GLOSSARY

**Accounts Payable Check Processing:** Accounts Payable processes vendor payments and according to the Financial Management Policy. The general ledger is automatically updated by the Accounts Payable module of the general ledger accounting system at the time of entry. The Treasurer's office sends the checks to the vendor.

**Advanced Funding:** A funding technique where program monies are received in advance of expenditures. Common forms of advance funding include checks and electronic fund transfers.

**Auditee:** Any nonfederal entity that expends federal awards which must be audited under the Single Audit Act, as amended.

**Auditor:** A public accountant or a federal, state or local government audit organization that meets the general standards specified in generally accepted government auditing standards (GAGAS).

**Audit Finding:** Deficiencies the auditor is required to report in the Schedule of Findings and Questioned Costs.

**Block Grant:** Grants which combine funding for a broad purpose such as community development or energy efficiency. Community Development Block Grants are one of the most famous block grants.

**Categorical Grants:** Grants awarded for a specific, limited purpose such as a library grant or a construction grant.

**Catalog of Federal Domestic Assistance (CFDA) Number:** The number assigned to a federal program in the CFDA. If a grant award includes federal funds, then the CFDA number for those funds must be determined for proper disclosure on the federal Schedule of Expenditures of Federal Awards. Visit: <https://www.cfda.gov/>

**County Board Action:** The process by which County Board supervisors review projects to determine if they will approve or deny the County's involvement. All grants that require a Resolution (as noted in the application/approval package) shall go to County Board.

**Commingling of Funds:** The County is prohibited from commingling its funds with grant/project awards of federal or other agencies. Each award must be accounted for separately. The County is also prohibited from commingling funds on either a program-by-program basis or a project-by-

Project basis. Funds specifically budgeted and/or received for one program or project may not be used to support another. The County's financial management system and supporting records must demonstrate that such funds were not commingled.

**Common Rule:** On March 12, 1987, the President directed the federal grant making agencies to issue a grants management common rule to adopt government wide terms and conditions for grants to states and local governments. In 1988, OMB revised Circular A-102 to include guidance to federal agencies on matters not covered by the grants management common rule. The attachments to Circular A-102 were replaced by the grants management common rule. OMB maintains a chart which includes the locations of federal agency codifications of the grants management common rule. It is important for a grantee to review the regulations of their federal awarding agency. Visit: [http://www.whitehouse.gov/omb/grants\\_chart/](http://www.whitehouse.gov/omb/grants_chart/)

**Competitive Bidding Proposal:** Refer to the County's Financial Management Policy.

**Cooperative Agreement:** Similar to grants except that the awarding agency is usually substantially involved in the activity funding by the program.

**Cost Reimbursement:** A funding technique where the County must submit periodic claims or draws down funding under letter(s) of credit for allowable program expenditures already incurred. The awarding agency reimburses the County for eligible expenditures up to the maximum amount specified in the grant agreement.

**Cognizant Agency:** The federal agency responsible for reviewing, negotiating and approving cost allocation plans or indirect cost proposals developed under federal OMB Circular A-87 on behalf of all federal agencies.

**Extensions:** A request from the grantor for more time to spend down funding and or complete programmatic goals. Requests for extensions are normally required prior to the grant ending date.

**Federal Award:** Federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from the federal awarding agencies or indirectly from pass-through entities.

**Federal Awarding Agency:** The federal agency that provides an award directly to the recipient.

**Federal Financial Assistance:** Assistance that nonfederal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations and other assistance.

**Federal Funding Percentage:** The percentage of grant award that is federally funded.

**The following OMB Circulars were recently incorporated into the single document now titled 2CFR, Uniform Administrative Requirements for Federal Awards. This document is located at <http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>.**

**Federal OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (relocated to 2 CFR, Part 225):** This circular establishes principles and standards for determining costs for federal awards carried out through grants, cost reimbursement contracts and other agreements with state and local governments and federally-recognized Indian Tribal governments. Visit:

[http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105\\_a87.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a87.pdf)

**Federal OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments Common Rule:** This circular establishes consistency and uniformity among federal agencies and federal grantees and sub-grantees (sub-recipients) in the management of grants and cooperative agreements with state, local and federally-recognized Indian Tribal governments. *(Please be aware that the federal awarding agency's Implementing Rules may have administrative requirements that differ from the Common Rule requirements. Therefore, it is imperative that the Grant Project Manager review the federal agency's Implementing Rules to ensure that the County is in compliance with the applicable administrative requirements. The Implementing Rules are outlined in the applicable Code of Federal Regulations.)* Visit:

<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a102/a102.pdf>

**Federal OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (relocated to 2 CFR, Part 215):** This circular sets forth standards for obtaining consistency and uniformity among grantees and sub-grantees (sub-recipients) in the management of grants and cooperative agreements with institutions of higher education, hospitals and other non-profit organizations. Visit:

<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a110/2cfr215-0.pdf>

**Federal OMB A-122, Cost Principles for Non-Profit Organization (relocated to 2 CFR, Part 215):** This circular establishes principles and standards for determining the costs of federal grants, contract and other agreements with non-profit organizations. The principles are designed to provide that the federal government bears its fair share of costs except where restricted or prohibited by law. Visit:

[http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105\\_a122.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a122.pdf)

**Federal OMB A-133, Audits of State, Local Governments, and Non-Profit Organizations:** This circular is issued pursuant to the Single Audit Act of 1984, P.L. 98502, and the Single Audit Act Amendment of 1996 P.L. 104-156. It sets forth standards for obtaining consistency and uniformity among federal agencies for the audit of states, local governments and non-profit organizations expending federal awards. Visit:

[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

**Federal OMB A-133 Compliance Supplement:** The Compliance Supplement is based on the requirements of the Single Audit Act Amendments of 1996, as amended and 1997 revisions to OMB Circular A-133, which provided for the issuance of a Compliance Supplement to assist auditors in performing the required audits. *(While the Supplement is intended to provide a tool to both federal grantor agencies and auditors in setting forth the important provisions of federal assistance programs, it also provides guidance to recipients of federal assisted programs. It includes program objectives, procedures, and compliance requirements.)* Visit:

[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2012](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012)

**Grantor Agency:** The federal, state, local or private agency or organization that provided the grant funding and/or grant funding oversight.

**Grant Award Budget:** The budget for the awarded grant that is based on the amount and breakdown of the award. The budget may be for less than, equal to, or greater than one year.

**Grant Award Period:** The period of time for which the grant is awarded.

**Grant Contract:** A contract that defines the grant's requirements and restrictions. The Grant Project Manager shall provide the Finance Department a complete, approved signed copy of each grant contract.

**Grant Description:** Description of the grant or contracted services.

**Grantee:** The organization that receives a grant directly from the grantor agency and assumes legal and financial responsibility and accountability both for the awarded funds and for the performance of the grant-supported activity.

**Grant Number:** At least one grant number must be assigned to uniquely identify and track each grant award except for federal grants. All federal grants must be identified and tracked using two external grant numbers: (1) CFDA number assigned by the federal awarding agency and (2) grant/contract/IGA number assigned by the grantor or pass-through agency.

**Grant Priority Form:** An internal form that accompanies each department's budget request at the beginning of each fiscal year or whenever a grant becomes available. Departments must follow their priority list when considering the submittal of grants.

**Grant Project Manager:** The person managing the grant and responsible for compliance with the terms of the applicable grant including the appropriate records retention.

**Grants:** A grant is a contribution or gift of cash or other assets to be used or expended for a specified purpose, activity, project or facility. Grant agreements usually specify the maximum amount of funding, the scope of work to be done, the grant period (e.g., single or multi-year) and any special conditions applicable to the program.

**Indirect Costs:** Those costs incurred for a common or County-wide objective that benefits more than one grant program or project. Such costs are not readily assignable to the cost objective specifically benefited.

**In-Kind Contributions:** Contributions in the form of goods and/or services rather than in cash.

**Invoice Process:** Original invoices attached to vouchers are to be sent to Finance Department for payment. Invoices are to be processed according to the Financial Management Policy. Copies of the check register reports are maintained in Treasurer's office.

**One-time Grants:** Funding from a grantor agency that is provided for a limited duration for a specified project and/or program.

**Ongoing Grants:** The funding from a grantor agency which is expected to be provided year after year for a specified program or project.

**Partnership Grants:** Grants which require a binding agreement with another agency for the purpose of implementing a comprehensive program. The County may co-sponsor, serve as fiscal agent or join with multiple sponsored community-based consortia or other jurisdictions when clear public benefit to County residents can be demonstrated. The County shall not act solely as fiscal agent for non-profit entities without specific direction and approval from the County Board and Corporation Counsel.

**Pass-Through Grantor:** An entity that provides awards to a sub-recipient in order to carry out a program.

**Retention Period:** Project records must be maintained for the required period after the awarding agency determined that the grantee has met all the project requirements and the project has been accepted for closeout. Records shall be maintained for a minimum of three years depending on the grant. All grant and project records shall be maintained and retained according to the State's records retention schedules. All financial records will be housed in the Finance Department.

**Single Audit Act of 1984 and Amendments of 1996:** Requires governmental entities that spend over \$750,000 a year in federal awards to prepare a Schedule of Expenditures of Federal Awards (SEFA), which is audited annually. (**OMB Circular A-133 revised the threshold from \$300,000 to \$750,000 beginning in 2015.**) This schedule is the responsibility of the Finance Department.

Circular A-133 incorporates the requirements of the Single Audit Act. Copies of the County's most recent Single Audit Reporting Package are available upon request from the Finance Department.

The Single Audit Act was enacted to ensure the accurate accounting of federal grant funds are in compliance with program standards. Material noncompliance findings cited in the County's Single Audit Reporting Package, including failure to accurately report federal expenditures on the Schedule of Expenditures of Federal Awards, could result in loss of grant funding. Grantors are required to monitor their sub-recipient's single audit findings to help ensure that findings are corrected. The Finance Department and the department administering the grant ensures that grant activity is accurately reported on both the grantor financial reports filed with the grantor agencies and the Schedule of Expenditures of Federal Awards prepared by the Finance Department for the County's Single Audit Reporting Package.

**Supplanting:** Under federal and state requirements, the County may use federal or state funds to supplement and/or increase the level of funds associated with a project. A County may not use federal or state funds to offset the cost of a project that has funding appropriation within the County's budget. If a federal or state grant has supplanting requirements, the County shall not deliberately use the federal/state funds to reduce federal, state or local funds already appropriated for the same purpose. If for some reason, a reduction in the program level of effort for funding occurs, the County may be required to provide documentation that the reduction did not occur as a result of supplanting.

**APPENDIX A: Grant Priority Template**

Department: \_\_\_\_\_

Grant Request Project List for FY \_\_\_\_ - \_\_\_\_

Project Name	County Goal	Brief Description	Target Dates	Priority	Funding Amounts	Grant Opportunities	Alternative Plan if not Funded by Grants	Potential Project Manager

*This form can be found on the Intranet under Forms.*

## **APPENDIX B: OMB Circular and Publications Descriptions**

**Catalog of Federal Domestic Assistance:** This site provides a full listing of all federal programs available to state and local governments (including the District of Columbia); federally-recognized Indian tribal governments; territories (and possessions) of the United States; domestic public, quasi- public, and private profit and non-profit organizations and institutions; specialized groups; and individuals. Visit: <https://www.cfda.gov/>

**Code of Federal Regulations (CFR):** This site provides the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the federal government. Visit: <http://www.gpoaccess.gov/cfr/index.html>

**Grants Management Common Rule:** On March 12, 1987, the President directed the federal grant making agencies to issue a grants management common rule to adopt government wide terms and conditions for grants to states and local governments. In 1988, OMB revised Circular A-102 to include guidance to federal agencies on matters not covered by the grants management common rule. The attachments to Circular A-102 were replaced by the grants management common rule. OMB maintains a chart which includes the locations of federal agency codifications of the grants management common rule. It is important for a grantee to review the regulations of their federal awarding agency. Visit: <http://www.whitehouse.gov/omb/grants chart/>

## APPENDIX C: Grant Project Profile Worksheet

GRANT PROJECT PROFILE WORKSHEET	
1. <i>In one sentence</i> , describe your project idea. What will you do? Where? With whom? When? And why?	
2. What <i>broad categories</i> of County needs or opportunities does your project address? (Think in terms of general labels or frames.)	
3. Describe the <i>specific need or issue</i> in the County that your project will address.	In our County, the current situation is this:
4. What <i>specific changes or outcomes</i> do you intend to achieve in the County as a result of your project?	We intend to achieve the following specific outcomes:
5. What are the <i>major steps</i> you will need to take to make these changes happen?	
6. What <i>resources</i> will you need to accomplish these steps? (People, equipment, materials, training, supplies, services, other County departments, etc.)	
7. Approximate total cost:	\$ _____ Match \$ _____
8. Who else has a vested interest in working with you as <i>partners</i> on this problem or opportunity?	
9. What information, tools, data, etc., will you use to decide whether your project succeeded?	
10. Who will be the grant project manager?	
Submitted By:	Date::
Telephone:	

*This form can be found on the Intranet under Forms.*

## APPENDIX D: Grant Check List

Project Name: \_\_\_\_\_ App. Due Date: \_\_\_/\_\_\_/\_\_\_

Department: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Ext. # \_\_\_\_\_

### I. Procedures for Developing and Submitting Grant Applications

- Confirm purpose of the grant project meets County Goals and Operational Priorities/department goals.
- Read and understand entire grant application to ensure that your department has the appropriate resources to comply with the grantor's requirements.
- Develop grant concept including estimated budget and expected funding sources approved by Department Head.
- Consult with other affected departments (e.g. engineering if it is a construction project) who will support or have the capacity to implement your project.
- Corporation Counsel to review if Resolution is required prior to grant submittals.
- Obtain County Board Chairman's signature prior to grant application submittal.
- Prepare draft County Board communication requesting authorization to apply and accept grant if necessary.
- Complete final review and editing (a pair of fresh eyes are best), making sure to check the application against the grantor's instructions or the RFP.
- Send copy of the signed application to the Finance Department.

### II. Procedures for Accepting Grant Awards and Post-Award

**Procedures *Congratulations!*** Now you need to:

- Whoever receives an award notice/notification should send a copy of the award notice/notification to Grant Project Manager for archiving and distribution to Finance. Grant Project Manager will forward a copy of the award agreement to the Finance Department with a completed contract/grant information sheet for tracking purposes.
- Set up a meeting with the Grant Project Manager and the Finance Department to reconcile the accounts associated with the grant. During this meeting, you will review the grant requirements and you will be responsible for meeting all of the grant requirements and the current County and/or State approved record retention schedules.

RESOLUTION # 108 - 15

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

**RE: Rescind Resolution #15-14, Official County Newspaper For All Oconto County Legal Publications**

WHEREAS, Wisconsin law required that legal notices be published in a newspaper, but allows some municipalities to post certain legal notices instead of publishing them; and

WHEREAS, under prior law, a municipality that opted to post a notice rather than publishing it in a newspaper was required to post the notice in at least three public places; and

WHEREAS, 2015 Wisconsin Act 79, Posting Legal Notices on an Internet Site, which became effective November 13, 2015, allows for posting notice on an Internet site and one public place, as an alternative to posting in three public places.

THEREFORE, BE IT RESOLVED, that Oconto County Board of Supervisors hereby rescinds Resolution #15-14, and will comply with 2015 Act 79; and

BE IT FURTHER RESOLVED that this resolution shall not preclude publication of county legal notices in county newspapers where deemed appropriate.

Submitted this 17<sup>th</sup> day of December, 2015

By: FINANCE & INSURANCE COMMITTEE

Lee Rymer, Chairperson  
Paul Bednarik  
Doug McMahon  
Greg Sekela  
Gary Frank

Reviewed by Corporation Counsel:

Adopted by Vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

\_\_\_\_\_  
Initials of Date  
Corp. Counsel Reviewed

RESOLUTION # 109 - 2015

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: **LEASE BETWEEN JMAKAS ENTERPRISES, LLC ("LANDLORD"), AND OCONTO COUNTY ("TENANT").**

WHEREAS, the Aging and Disability Resource Center of the Wolf River Region serves the citizens of Oconto County, Shawano County, Menominee County, Stockbridge-Munsee Community; and

WHEREAS, the Aging and Disability Resource Center of the Wolf River Region provides information to residents, gathers input from residents and works with the State to improve the provision of services to the aging and disabled, but does not provide direct services to any individual beyond this, and operates with no Oconto County tax levy; and

WHEREAS, the Aging and Disability Resource Center of the Wolf River Region is administered by Shawano County and Oconto County residents are served through a satellite office location in Oconto County; and

WHEREAS, office space for the Oconto County satellite office is available for rent at 229 Van Buren St. Oconto Falls, Wisconsin, at a cost of \$1850.00 per month with no Oconto County tax levy used and the lease to run from January 1, 2016, to December 31, 2016; and

WHEREAS, Oconto County has previously entered into a lease for this property with this Landlord; and

WHEREAS, the Oconto County Health and Human Services Board has reviewed and approved the lease for an Aging and Disability Resource Center to be located at 229 Van Buren St., Oconto Falls, Wisconsin, beginning January 1, 2016, and ending December 31, 2016.

NOW THEREFORE BE IT RESOLVED, that Oconto County enter into this lease with JMAKAS Enterprises, LLC commencing January 1, 2016, with said lease to be executed by the County Board Chairperson and the County Clerk.

Submitted this 17th day of December, 2015.

BY: The Health and Human Services Board

By: HEALTH AND HUMAN SERVICES BOARD

Guy Gooding, Chairperson  
Diane Nichols  
Loretta Shellman  
Jim Lacourciere  
Joyce Stoegbauer

Mary Lemmen  
Carolyn Barke  
Alan Sleeter  
Kathy Gohr

Reviewed by Corporation Counsel:

Adopted by Vote:

Cam  
Initials of  
Corp. Counsel

11.05.2015  
Date  
Reviewed

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

# Commercial Lease Agreement

This Commercial Lease Agreement is made and effective this 1<sup>st</sup> day of January, 2016, by and between JMAKAS Enterprises, LLC("Landlord") and Oconto County ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 229 VanBuren St. Oconto Falls, WI, Tax Parcel Number 266-0202104022T, an office area measuring approximately 2715 sq. ft. and legally described as follows: Lot 2 Volume 35 Certified Survey Maps, Page 48, Map No. 4688 as Document No. 657564, said map being part of Outlots 1 and 2 of the Assessor's Plat of the City of Oconto Falls as recorded in Volume 1 Plats 1-31 of the Oconto County Registry, also being part of the Southeast Quarter of the Southwest Quarter of Section 24, Township 28 North Range 19 East, City of Oconto Falls, Oconto County, Wisconsin. ("Leased Premises").

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

## 1. Term

- a. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an Initial Term beginning January 1, 2016 and ending December 31, 2016.
- b. Tenant may renew the Lease for one extended term of 12 months. Tenant shall exercise such renewal option, if at all; by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term.

## 2. Rental

Tenant shall pay to Landlord during the Initial Term, payable in monthly installments of \$1850.00. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord, JMAKAS Enterprises, LLC 333 N. Munsert Av. Oconto Falls, WI 54154 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. The original "Security Deposit" of \$1,760.00 is being held by landlord.

## 3. Use

The Leased Premises will be used for the Aging and Disability Resource Center (ADRC) of the Wolf River Region. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for purpose of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical thing or device.

## 4. Sublease and Assignment

Tenant shall not sublease all or any part of the Leased Premises in whole or in part without Landlord's consent.

## 5. Landlord's Repairs

Landlord at its expense, shall perform all repairs and maintenance and make replacements as are necessary to keep in good order, condition and repair; 1) the roof and all structural elements and portions of the Leased Premises and Building, including structural walls, floors, and foundations; 2) all exterior elements and portions of the Building; 3) the parking areas, drives, and other exterior improvements located on the Property, and; 4) any utility lines, pipes, conduits, equipment and systems serving the Leased Premises and other parts of the Building. In addition, Landlord shall provide lawn care services and will maintain the furnace and change the furnace filters for the Property.

## **6. Tenant's Repairs**

Tenant acknowledges that the Leased Premises is provided in good condition and Tenant is responsible for the cost of repair for any damages occurring through Tenant's fault to the interior of the Leased Premises including but not limited to interior walls, light fixtures, doors, door access/locks and entrance ways, glass, windows and all plumbing, sewer, electrical, lighting, heating and air conditioning facilities and equipment serving the Leased Premises. Tenant shall not be responsible for general repair and maintenance of the interior of the Leased Premises resulting from regular and ordinary use of the same by Tenant.

## **7. Alterations and Improvements by Tenant**

Tenant, at Tenant's expense, shall have the right to make such nonstructural alterations, additions or improvements with the Leased Premises as it considers necessary or desirable for the conduct of its business, provided that; 1) all work shall be done in a good and workmanlike manner and in accordance with all applicable laws and regulations and the other provisions of this Lease; 2) the structural integrity of the Building shall not be impaired; 3) Tenant shall submit to Landlord complete plans and specifications for any alterations, additions, or improvements to the Leased Premises; 4) Tenant shall first obtain Landlord's written consent to make alterations, additions or improvements by approved Contractors, which consent shall not be unreasonably withheld; 5) Tenant shall not permit any liens to attach to the Leased Premises.

## **8. Property Taxes**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

## **9. Insurance**

- a. If the Leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any Tenant, agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair.
- b. Landlord shall maintain fire and extended coverage insurance on the building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
- c. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the building.

## **10. Utilities.**

Landlord shall pay all charges for gas, electricity, water, sewer as used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office

lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

#### **11. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

#### **11. Entry.**

Landlord shall have the right to enter upon the Leased Premises to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

Tenant shall have the right to enter adjoining space for access to Tenant electrical panel, furnace, water heater and phone systems.

#### **12. Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other Tenants of the Leased Premises, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Leased Premises or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

#### **13. Ground keeping and Maintenance.**

- a. Snow removal: Tenant shall be responsible for snow and ice removal of sidewalk area to the front door that lies within the perimeter of the lease space. The level of sidewalk maintenance can be determined by tenant, but must maintain safe pedestrian travel for entrance and areas leading to parking spaces.
- b. Lawn and landscape: Maintenance will be provided by Landlord at a high level to not distract from a professional business environment.
- c. Tenant may, with the permission of Landlord, place additional flowers and plants in desired areas with the understanding of maintaining same at a level equal to that of the surroundings.
- d. Refuse removal: Tenant will be responsible to remove their own refuse by a means of their choosing.
- e. Cleaning of interior leased space shall be the responsibility of the tenant. Tenant is expected to utilize good general cleaning practices and to maintain a high level of appearance. Tenant is required to use materials that will not cause premature wear or damage to any building surfaces.
- f. Mechanical and Electrical Maintenance: Landlord will be responsible to provide working systems. General Maintenance of these systems will be the responsibility of the Landlord. All maintenance items that require a professional service technician will be the responsibility of the Landlord. Routine replacements of light bulbs will be done by the Tenant.

#### **14. Telephone and Internet.**

Landlord will provide general telephone lines. Tenant to contract with a system provider for all expenses related to their desired services, for installation and monthly line charges. Tenant will also provide their own internet service. Permission to mount internet equipment to the exterior structure must be obtained from Landlord prior to contracting with a provider.

#### **15. Damage and Destruction.**

Subject to Section 9 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ten (10) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs, called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters foresaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

#### **16. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises, Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

#### **17. Termination**

Tenant may terminate this lease without cause by providing the Landlord with a 60 day advanced written notice.

#### **18. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

#### **19. Condemnation.**

If any legally constituted authority condemns the building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord

and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

## **20. Security Deposit.**

The amount of the Security Deposit shall equal the monthly lease amount of the first year, and must be paid by the Tenant on the date of this agreement. The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood the Security Deposit shall not be considered an advance payment of rent or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-savable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Leased Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

## **21. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

JMAKAS Enterprises, LLC

333 N. Munsert Av.

Oconto Falls, WI 54154

If to Tenant to:

Oconto County Department of Health & Human Services

501 Park Avenue

Oconto, WI 54153

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

## **22. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision in this Lease.

## **23. Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**24. Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

**25. Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed from such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand. In the event that the default continues for more than 45 days after notice in writing from Tenant to Landlord, Tenant may, at its option immediately terminate the Lease.

**27. Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**28. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

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

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Tenant Signature

RESOLUTION # 110 - 2015

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: **LEASE APPROVAL BETWEEN RJCventures LLC ("LANDLORD"), and OCONTO COUNTY, A WISCONSIN MUNICIPAL CORPORATION ("TENANT").**

WHEREAS, the Oconto County Health and Human Services Board has reviewed the lease for New Beginnings Work and Training Center located at 230 VanBuren Street, Oconto Falls, WI, beginning January 1, 2016 at a cost of \$1500.00 per month with the lease running from January 1, 2016 to December 31, 2016; and

WHEREAS, Oconto County has previously entered into a lease for this property with this Landlord: and

WHEREAS, Oconto County has worked to keep New Beginnings Work and Training Center operational since 2000;

THEREFORE BE IT RESOLVED, that Oconto County enter into this lease with RJCventures LLC commencing on January 1, 2016 with said lease to be executed by the County Board Chairperson and the County Clerk.

Submitted this 17th day of December, 2015.

By: HEALTH AND HUMAN SERVICES BOARD

- Guy Gooding, Chairperson
- Diane Nichols
- Loretta Shellman
- Jim Lacourciere
- Alan Sleeter
- Kathy Gohr
- Joyce Stoegbauer
- Carolyn Barke
- Mary Lemmen

Reviewed by Corporation Counsel:

Adopted by Vote:

cam

10.29.2015

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

Initials of  
Corp. Counsel

Date  
Reviewed

# Commercial Lease Agreement

This Commercial Lease Agreement is made and effective this 1<sup>st</sup> day of January, 2016, by and between RJCventures LLC ("Landlord") and Oconto County ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 230 VanBuren St. Oconto Falls, WI, Tax Parcel Number 266-0202104064 and legally described as follows: Lot 1 of Certified Survey Map#1478, of Block 5 of Kaufman's Plat #2 of Oconto Falls being a part of the SE1/4 of the SW1/4 of Section 24, Township 28 North, Range 19 East, with the exception of the west third of the building which measures approximately 80' X 80', City of Oconto Falls, Wisconsin ("Leased Premises").

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

## 1. Term

- a. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a renewal term beginning January 1, 2016 and ending December 31, 2016.
- b. Tenant may renew the Lease for one extended term of 12 months. Tenant shall exercise such renewal option, if at all; by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term.

## 2. Rental

Tenant shall pay to Landlord during the current term, payable installments of \$1500.00. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord, RJCventures LLC, P.O. Box 33 Oconto Falls, WI 54154 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. The original security deposit in the amount of \$1200 is being held by landlord.

## 3. Use

The Leased Premises will be used for the New Beginnings Work and Training Center. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for purpose of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical thing or device.

## 4. Sublease and Assignment

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or a purchase of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent is not to be unreasonably withheld or delayed.

## 5. Repairs

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises that may be required due to incidental damage. Examples would be broken window or ceiling tile, damaged floors or walls, or any other incidental damage to the premises. Repairs or replacements that are required through normal occupancy shall be made by the Landlord.

## **6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

## **7. Property Taxes**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

## **8. Insurance**

- a. If the Leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any Tenant, agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair.
- b. Landlord shall maintain fire and extended coverage insurance on the building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
- c. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this paragraph. Tenant shall be listed as an additional insured on Landlord's policies of comprehensive general liability insurance. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the building.

## **9. Utilities.**

Tenant shall pay all charges for gas, electricity, water, sewer and telephone as used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

#### **10. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tennant.

#### **11. Entry.**

Landlord shall have the right to enter upon the Leased Premises to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

Tenant shall have the right to enter adjoining space for access to Tenant electrical panel, furnace, water heater and phone systems.

#### **12. Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other Tenants of the Leased Premises, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Leased Premises or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

#### **13. Ground keeping and Maintenance.**

- a. Snow removal: Tennant will contract with a third party for general parking and driveway snow removal, at intervals necessary to maintain regular business practices. Tenant shall be responsible for snow and ice removal of sidewalk area that lies within the perimeter of the lease space. The level of sidewalk maintenance can be determined by tenant, but must maintain safe pedestrian travel for entrance and areas leading to parking spaces.
- b. Lawn and landscape: Maintenance will be provided by Tenant at a high level to not distract from a professional business environment.
- c. Tenant may, with the permission of Landlord, place additional flowers and plants in desired areas with the understanding of maintaining same at a level equal to that of the surroundings.
- d. Refuse removal: Tenant will be responsible to remove their own refuse by a means of their choosing.
- e. Cleaning of interior leased space shall be the responsibility of the tenant. Tenant is expected to utilize good general cleaning practices and to maintain a high level of appearance. Tenant is required to use materials that will not cause premature wear or damage to any building surfaces.
- f. Mechanical and Electrical Maintenance: Landlord will be responsible to provide working systems. General Maintenance of these systems will be the responsibility of the Landlord. All maintenance items that require a professional service technician will be the responsibility of the Landlord. Routine replacements of light bulbs and furnace filters will be done by the Tenant.

#### **14. Telephone and Internet.**

Landlord will provide general telephone lines. Tenant to contract with a system provider for all expenses related to their desired services, for installation and monthly line charges. Tenant will also provide their own internet service. Permission to mount internet equipment to the exterior structure must be obtained from Landlord prior to contracting with a provider.

#### **15. Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within sixty (60) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs, called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters foresaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

#### **16. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises, Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

#### **17. Termination**

Tenant may terminate this lease without cause by providing the Landlord with a 60 day advanced written notice.

#### **18. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

#### **19. Condemnation.**

If any legally constituted authority condemns the building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

## **20. Security Deposit.**

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood the Security Deposit shall not be considered an advance payment of rent or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-savable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Leased Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

## **21. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

RJC Ventures LLC

P.O. Box 33

Oconto Falls, WI 54154

If to Tenant to:

Oconto County Department of Health & Human Services

501 Park Avenue

Oconto, WI 54153

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**22. Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

**23. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision in this Lease.

**24. Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**25. Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

**26. Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed from such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand. In the event that the default continues for more than 45 days after notice in writing from Tenant to Landlord, Tenant may, at its option immediately terminate the Lease.

**27. Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**28. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

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

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Tenant Signature

RESOLUTION # 111 - 2015

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: MARINETTE-OCONTO COUNTY COMPREHENSIVE COMMUNITY SERVICES INTERGOVERNMENTAL AGREEMENT

WHEREAS, 2013 Wisconsin Act 20, the Biennial Budget Bill, modified current law relating to the authorization for DHS to pay the nonfederal share of Medicaid for Comprehensive Community Services (CCS) with the formation of county-based regional consortia and further authorizes those consortia to enter into contracts with DHS related to the provision of services; and

WHEREAS, Wisconsin Statute 66.0301(2) authorizes municipalities to enter into agreements with other municipalities for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Oconto and Marinette Counties have previously entered into an agreement from July 1, 2014, to December 31, 2014, to be able to apply for this Medicaid certification; and

WHEREAS, Oconto and Marinette Counties have received State approval to implement this Medicaid program.

THEREFORE, BE IT RESOLVED, that the Oconto County Board of Supervisors hereby approves the creation of a county-based regional consortium to be called Marinette/Oconto CCS under the terms of the attached agreement for the purpose of administration of Federal and State funds received through the Comprehensive Community Services Medicaid program.

Submitted this 17th day of December, 2015

By: HEALTH & HUMAN SERVICES BOARD

Guy Gooding, Chairperson  
Carolyn Barke  
Jim Lacourciere  
Loretta Shellman  
Alan Sleeter

Diane Nichols  
Kathy Gohr  
Mary Lemmen  
Joyce Stoegbauer

Reviewed by Corporation Counsel:

Adopted by Vote:

Cam                      12.08.2015  
Initials of                      Date  
Corp. Counsel                      Reviewed

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

**MARINETTE-OCONTO COUNTY COMPREHENSIVE  
COMMUNITY SERVICES INTERGOVERNMENTAL  
AGREEMENT**

This Consortium Memo of Understanding ("MOU") is entered into pursuant to the authority granted by Wis. Stat. § 66.0301, *et seq.*, by and among, Marinette and Oconto (collectively "the Counties"), both of whom are counties and political subdivisions of the State of Wisconsin organized and existing pursuant to the Wisconsin Constitution and Wis. Stat. Chap. 59 for purposes of forming a consortium that shall be known as "Marinette/Oconto CCS" Consortium related to the delivery of Comprehensive Community Services ("CCS").

**RECITALS**

**WHEREAS**, 2013 Wisconsin Act 20, the Biennial Budget Bill, modifies current law relating to the authorization for DHS to pay the nonfederal share of Medicaid for CCS with the formation of county-based regional consortia and further authorizes the consortia to enter into a contract with DHS related to the provision of the services; and

**WHEREAS**, Wis. Stat. § 66.0301(2) authorizes municipalities to contract with other municipalities for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

**WHEREAS**, the Counties have determined that it would be in their respective best interests to enter into this agreement pursuant to Wis. Stat. § 66.0301, thus forming a Consortium pursuant to the authority established in Act 20 as described herein; and

It is the intent of this agreement to establish, among other things, the formation of a Consortium by and between the Counties to deliver Comprehensive Community Services and to share: providers, provider and staff training, service array, quality assurance and improvement, specific service delivery, data collection and review, consumer satisfaction measures, and clinical supervision and consultation. This is intended to be the master agreement between the Counties related to the provision of Comprehensive Community Services.

**I. AGREEMENT PERIOD AND ADMINISTRATORS**

A. **TERM**

This Contract shall be effective for the period from January 1, 2016, through December 31, 2017. This agreement will automatically renew for an additional year unless notice of dissolution is provided by July 1 of the year which dissolution is considered.

B. **ADMINISTRATORS**

The Director of the Marinette County Department of Health and Human Services and the Director of the Oconto County Department of Health and Human Services are designated as the official administrator for their respective county. These individuals shall be authorized to make decisions binding each party hereto and, as well, accept

service of any official notice required under this Contract or any amendment, addenda or exhibit thereto.

Either county may replace its administrator upon written notice to the other county.

## II. DESIGNATION OF LEAD COUNTY AGENCY

### A. APPOINTMENT OF LEAD COUNTY AGENCY

The Counties hereby designate Marinette County, acting by and through the Marinette County Department of Health and Human Services, as the Lead County Agency for purposes of this agreement, including but not limited to ensuring the Consortium's compliance with the DHS Contract subject to the rights and responsibilities of each of the Counties as provided herein.

### B. RESIGNATION OR REMOVAL AS LEAD COUNTY AGENCY

1. Resignation. The Lead County Agency may resign as Lead County Agency for any renewed term of this Contract by providing the other Counties with written notice of its intent to resign on or before July 1 of the year prior to the year in which the resignation is to take effect on December 31 of that year.
2. Upon resignation of the Lead County Agency, a new Lead County Agency shall be appointed provided the county appointed as Lead County Agency accepts such appointment.
3. If neither county accepts appointment as the Lead County Agency, the Consortium shall dissolve as of December 31 of that year.

### C. DUTIES OF LEAD COUNTY AGENCY

The Lead County Agency shall have the following duties and responsibilities:

1. Act as fiscal agent for purposes of this Contract, which duties shall include, without limitation: (a) provide an accounting of all funds provided to the Consortium by the State or Federal government subject to this Contract consistent with the reporting and audit standards set forth in the DHS Contract; and (b) assume responsibility for billing and collection and distribution of any and all funds associated with this Contract and any addenda, appendix, or sub-contract related thereto.
2. Act as the principle contact with DHS on behalf of the Counties for purposes of the DHS Contract. The Lead County Agency is the County authorized to act on the Consortium's behalf with respect to the DHS Contract or dealings between the Consortium and DHS as it relates to this agreement and any addenda.

3. Maintain responsibility for the provision of legal services for the Consortium at the consortium's expense if both counties agree. Both counties participating in this agreement will maintain legal representation for their respective county.
4. Legal counsel services relating to an individual County will be the responsibility of each county that is a member of the Consortium. The Lead County Agency will not be responsible for legal services contemplated by statute, which includes without limitation Chapters 51 and 55.
5. Maintain responsibility for all administrative activities associated with the DHS Contract that are not otherwise specifically vested with another county.
6. Maintain responsibility for the fulfillment of all contractual obligations of the Consortium as set forth in the DHS Contract.

**D. DUTIES OF ALL CONSORTIUM COUNTIES**

The Counties understand and agree that the rights, duties and obligations set forth in this agreement and any addenda are intended to be binding and enforceable by, between and among the Counties. In addition to any duties and responsibilities set forth in this agreement, each County shall be responsible for the following:

1. Assist with and maintain the consortium certification of the Comprehensive Community Services program.
2. Each County shall comply with the performance standards set forth by DHS and shall pay for any sanction/penalty assessed by the State/Federal government should they fail to perform up to the DHS standard. The sanction/penalty shall be borne by the County responsible for the error.

**III. INDEMNITY AND INSURANCE**

- A. Each County shall indemnify the other Counties, their officers, employees, agents, and volunteers against any and all loss, damages, and costs or expenses, including attorney fees, which a County, its officers, employees, agents, and volunteers may sustain, incur, or be required to pay by reason of the provision of the indemnifying County's services under this Contract, including any addenda, or a breach of the indemnifying County's obligations under this Contract, including any addenda. Without limiting the foregoing grant of broad indemnity, the obligation to indemnify shall include instances where the Consortium is assessed penalties, liquidated damages, a decrease or elimination in funding or otherwise suffers financial harm under the DHS Contract as a result of the action or inaction of said County.

- B. Each County shall be responsible for any State or Federal tort liability or civil rights violation based upon any acts or omissions by their respective County employees.

#### **IV. CIVIL RIGHTS COMPLIANCE/ASSURANCES**

The Counties shall comply with all state and federal requirements related to civil rights compliance. Each County shall bear any and all penalties for failure to comply or violation of any civil rights requirement.

#### **V. CONTRACT REVISIONS**

- A. This agreement and any addenda shall be construed consistent with the laws of the State of Wisconsin.
- B. This agreement and its provisions cannot be amended, modified, supplemented or waived in any way except in writing signed by all Counties.

#### **VI. DISPUTE RESOLUTION AND DISSOLUTION**

- A. In the event that any party or parties claims that another party has not performed its obligations under the agreement, including any addenda, the party claiming nonperformance shall deliver written notice of the nonperformance, which shall include a description of the basis for nonperformance, to the other party. The party receiving the notice shall have a period of fifteen (15) days in which to correct any deficiency in performance, or longer if agreed to between the parties. If the party receiving the notice does not correct any such deficiency within the time provided, the dispute shall be submitted to a mediator, which shall attempt to reach agreement between the parties. If such mediation is unsuccessful then the parties may initiate legal action to enforce any right or obligation under this agreement.
- B. On or before July 1 of the year in which dissolution is considered, any County may send written notice to the County Agencies requesting dissolution of the Consortium. The dissolution will be effective as of December 31 of that year.

#### **VII. RECORDS**

Each County shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. No County agency bears any legal or fiscal responsibility for the records or financial statements of any other county.

#### **VIII. ADDITIONAL RESPONSIBILITIES**

All Counties agree to meet state and federal service and performance standards set forth in the DHS contract and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this Contract and any addenda. In addition, the Counties shall:

- A. Cooperate with the each other in establishing reasonable procedures for the administration of this Contract.
- B. Develop and monitor quality assurance measures related to customer satisfaction.
- C. Ensure that the DHS guidelines are being met, including all DHS performance standards for each County and the Consortium as a whole.

**IX. DEBARMENT AND SUSPENSION**

Each County certifies through signing this contract that neither the County nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the County shall notify the other Counties within five business days in writing if the County or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

**X. CONDITIONS OF THE PARTIES OBLIGATIONS**

- A. This agreement is created pursuant to applicable federal and state law, including HFS 36, Wis. Admin. Code. Any material amendment or repeal of the same affecting relevant funding or authority of the Department of Health Services in relation to the DHS Contract shall serve to terminate this Agreement.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. The document represents the entire agreement of the parties.
- D. Nothing in this agreement shall create a partnership or joint venture between the Counties. An employee of a County shall not be considered an employee, agent or volunteer of any other County.

**XI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Each County agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the County provides or purchases with funds provided under this Contract. The Lead Agency is not legally liable for any breach by any other County for any HIPPA violation and/or other privacy violation by another county.

**XII. SIGNATURES**

This Contract is agreed upon and approved by the authorized representatives of the Counties as indicated below.

\_\_\_\_\_  
Kathy Brandt, Marinette County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robin Elsner, HHSD Director  
On behalf of Marinette County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kim Pytleski, Oconto County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Craig Johnson, HHSD Director at  
the direction of the Oconto County  
Board of Supervisors

\_\_\_\_\_  
Date

RESOLUTION # 112 - 2015

TO: The Hon. Chairperson and Members of the Oconto County Board of Supervisors

RE: **Oconto County Lake Protection Grants**

WHEREAS, the Land Conservation Committee in cooperation with the University of Stevens Point are applying for Wisconsin Department of Natural Resources Lake Protection Grants, and

WHEREAS, the lakes and waterways of Oconto County are an important resource used by the public for recreation and enjoyment of natural beauty, and

WHEREAS, a study and examination of the lakes will lead to better understanding and will promote the public health, comfort, convenience, necessity and public welfare, and

WHEREAS, we recognize the need for responsible and holistic long range planning to better manage the lakes and waterways, their watershed, and their use. We understand the importance of a continuing management program for Oconto County's lakes and waterways and intend to proceed on that course, and

WHEREAS, we are qualified to carry out the responsibilities of the planning project.

THEREFORE BE IT RESOLVED that Oconto County through its Office of Land Conservation, requests the funds and assistance available from the Wisconsin Department of Natural Resources under the Lake Protection Grant Program, and

BE IT FURTHER RESOLVED That Ken Dolata, Oconto County Conservationist to submit an application to the State of Wisconsin for financial aid for lake planning purposes, sign required documents, and take necessary action to undertake, direct and complete an approved planning grant under the direction and control of the Land Conservation Committee, and

BE IT FURTHER RESOLVED that the Land Conservation Division will administer the grant and monitor the obligations of the grant, such as timely reports of results, in-kind time and planning project costs and reimbursements required of the grant.

Submitted this 17<sup>th</sup> of December, 2015

BY: Land Conservation Committee

Dennis Kroll, Chairman                      Lowell "Buzz" Kamke, Vice Chairman

Richard "Dick" Gilles                      Charles "Bill" Grady

Mary Lemmen                                  Darrel Pagel

Reviewed by Corporation Counsel:

Vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

\_\_\_\_\_  
Initials of                      Date Reviewed  
Corp. Counsel

RESOLUTION # 113 - 2015

TO: The Hon. Chairperson and Members of the Oconto County Board of Supervisors

RE: Approval for the Oconto County Land & Water Resource Management Plan

WHEREAS, The Oconto County Land Conservation Committee was given the authority through Chapter 92 Wisconsin Statutes as amended in the 1997 Act 27 state budget to create a county land and water resource management plan; and

WHEREAS, In 2002 the State of Wisconsin adopted NR 151 setting new performance standards for farms to prevent runoff and protect water quality; and

WHEREAS, The Oconto County Land Conservation Committee determined that implementation of the new state standards and prohibitions will be best implemented by the local Land Conservation Committee and Land Conservation Staff; and

WHEREAS, This plan was a locally led process for plan development and implementation, involving county residents from various interests and the Land Conservation Committee of the Oconto County Board of Supervisors; and

WHEREAS, The plan will be necessary for the Oconto County Land Conservation Committee to apply for funding from State, Federal, and Local sources by setting goals and objectives; and

NOW THEREFORE, BE IT RESOLVED that in order for the Oconto County Land Conservation Committee and Division to provide funding to landowners in Oconto County and to protect the county land and water resources, the Oconto County Land & Water Resource Management Plan is hereby approved by the Oconto County Board of Supervisors.

Submitted this 17<sup>th</sup> of December, 2015

BY: Land Conservation Committee

Dennis Kroll, Chairman  
Lowell (Buzz) Kamke, Vice Chairman  
Richard (Dick) Gilles  
Charles (Bill) Grady  
Mary Lemmen  
Darrel Pagel

Reviewed by Corporation Counsel:

Vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

\_\_\_\_\_  
Initials of Date Reviewed  
Corp. Counsel

\* Full copy available in the office  
of the County Clerk.

## Chapter 5

### Work Plan with Evaluation and Monitoring and Targeted Benchmarks

The following tables illustrate a five-year work plan. Our goals and objectives will likely take more than five years to be implemented; this is indicated by the year range in the target benchmarks column. Each year, progress toward reaching plan goals will be evaluated and priorities will be graded and possibly reestablished.

As noted in the tables, estimated cost totals are on a yearly basis.

As noted in tables, lead agency for each activity is listed first.

Priority activities are in **bold**.

**Goal 1: Sustainably manage agricultural practices while controlling impacts to natural resources.**

Objective	Activities	Agencies (lead listed first)	Staff Hours	Staff Dollars	Cost-Share Dollars	Evaluation and Monitoring Parameters	Target Benchmarks (Short term/Long term)
1. Increase soil health by reducing erosion.	a. Implement Erosion Vulnerability Assessment for Agricultural Land using GIS	LCD, DNR	500/yr	\$15,500/yr	N/A	Number of watersheds modeled.	One watershed every two years/All necessary watersheds by 2026.
	b. Educate the public on soil health.	NRCS, LCD, UWEX	40/yr	\$1,240/yr	N/A	Number of events and/or publications.	One-Two per year**
	c. Promote BMPs that reduce erosion.	LCD, NRCS	40/yr	\$1,240/yr	20,000/yr	Number of BMPs installed.	Two contracts per year/10 contracts by the end of 2021.
	d. Inventory and correct areas of gully erosion.	LCD	200/yr	\$6,200/yr	5,000/yr	Linear feet of gully repaired.	200 linear feet per year/1,000 linear feet by 2021.
		<b>Totals</b>	<b>780/yr</b>	<b>\$24,180/yr</b>	<b>\$25,000/yr</b>		

Objective	Activities	Agencies (lead listed first)	Staff Hours	Staff Dollars	Cost-Share Dollars	Evaluation and Monitoring Parameters	Target Benchmarks (Short term/Long term)	
2. Control animal waste and agricultural runoff.	a. Gather existing information on the link between farm practices and nutrient transport.	LCD, NRCS	20/yr	\$620/yr	N/A	Number of referenced materials.	Compile sufficient information to produce a public document by 2021/Keep information updated.	
	b. Enforce animal waste ordinance.	LCD	220/yr	\$6,820/yr	N/A	Number of permits issued.	10-20 per year/Long term as needed.	
	c. Address priority farms.	LCD	1,040/yr	\$32,240/yr	\$500,000/yr	Number of farms brought into NR 151 compliance.	Two farms per year.**	
	d. Field research on the link between farm practices and nutrient transport.	NRCS, LCD, UWEX, DATCP, DNR	240/yr	\$7,440/yr	To be Determined*	Number of sites tested.	Two sites per year.**	
	e. Develop 9 key-element plans for impaired waters.	LCD, NRCS	500/yr	\$15,500/yr	N/A	Number of plans approved.	One plan per 10 year period.**	
	f. Work with DNR on Notice of Discharge, Notice of Intent, and Confined Animal Feeding Operations.	LCD, NRCS, DNR, UWEX	500/yr	\$15,500/yr	Dependent on # of instances.*	Number of complaints addressed.	As needed.	
	g. Promote nutrient management practices.	NRCS, LCD, UWEX	50/yr	\$1,550/yr	\$14,000/yr	Number of acres enrolled.	500 acres per year.	
	h. Complete county wide farm inventory.	LCD	1,600/yr	\$49,600/yr	N/A	Number of farms inventoried.	Complete 20 farms per year/Complete entire county by 2036.	
	i. Assist walk-in clients.	LCD, NRCS	1,500/yr	\$46,500/yr	Dependent on # of clients.*	Percentage assisted; as needed.	Assist 100% of clients continually.	
		Yearly Totals		5,670/yr	\$175,770/yr	\$514,000/yr		

Objective	Activities	Agencies (lead listed first)	Staff Hours	Staff Dollars	Cost-Share Dollars	Evaluation and Monitoring Parameters	Target Benchmarks (Short term/Long term)
3. Meet nutrient management requirements.	a. Educate the public about nutrient value.	UWEX, LCD, NRCS	20/yr	\$620/yr	N/A	Number of events and/or publications.	One-Two per year**
	b. Increase field visits.	LCD, NRCS	240/yr	\$7,440/yr	N/A	Number of field visits.	Two visits per year/20% per year**
	c. Perform greater reviews of plans and maps (spot checks).	NRCS, LCD	30/yr	\$930/yr	N/A	Amount of attention to detail.	Implement a more sufficiently detailed checklist each year
	d. Keep agronomists up to date on local NRCS 590 submittal requirements.	NRCS, LCD	20/yr	\$620/yr	N/A	Number of meetings.	One meeting per year.
	<b>Yearly Totals</b>		<b>310/yr</b>	<b>\$9,610/yr</b>	<b>N/A</b>		
4. Protect groundwater quality and quantity.	a. Cost-share eligible well abandonments.	LCD	40/yr	\$1,240/yr	\$2,500/yr	Number of wells abandoned.	Five wells per year/25 wells by 2021
		UWEX, LCD	20/yr	\$620/yr	N/A	Number of events and/or publications.	One-Two per year**
		<b>Yearly Totals</b>	<b>60/yr</b>	<b>\$1,860/yr</b>	<b>\$2,500/yr</b>		

Objective	Activities	Agencies (lead listed first)	Staff Hours	Staff Dollars	Cost-Share Dollars	Evaluation and Monitoring Parameters	Target Benchmarks (Short term/Long term)
5. Maintain prime farmland.	a. Educate and inform farmers on farmland preservation program.	LCD, UWEX	20/yr	\$620/yr	N/A	Number of events and/or publications.	One-Two per year**
	b. Encourage Agricultural Enterprise Areas in Prime farmland areas.	LCD, UWEX	20/yr	\$620/yr	N/A	Number of contacts made.	10 contacts made per year.
	c. Maintain FFP compliance with current contracts through field visits.	LCD	10/yr	\$310/yr	N/A	Number of field visits.	Minimum of 25% contract farms visited per year.
		<b>Yearly Totals</b>	<b>50/yr</b>	<b>\$1,550/yr</b>	<b>N/A</b>		

<b>Total Yearly Hours, Costs, and Funding Needed to Accomplish Goal 1</b>	
Staffing Hours	Cost-Share Dollars*
6,870 per year	\$541,500 per year

\* Dependent on number of clients, variation of assistance, and/or occurrences in order to determine estimates of cost-sharing needed. It is important to note that this could increase cost-share dollars by significant amounts due to the Oconto County LCD bench mark to assist 100% of walk-in clients.

\*\* Dependent on staff and funding levels.

Monitoring plan progress allows evaluation of effectiveness concerning reaching goals established in the plan. The next section further details objectives, key benchmarks reached, agencies involved, timelines and supportive narrative. These details may be used by partners to prepare other work plans for implementation of this plan and to evaluate the impacts of collaboration with other agencies. Evaluation, monitoring and ultimately reaching projected benchmarks is closely tied to the ability to maintain staff and funding at sufficient levels throughout the entirety of this plan.

## **Monitoring and Evaluation for GOAL #1 by objective:**

### **1) Increase soil health by reducing erosion**

Inventorying county watersheds using the DNR EVAAL model will allow a systematic, targeted approach to address target areas for soil erosion. Once problem areas are identified, it will require yearly educational events or publications to get the word out which will hopefully lead to installed BMPs and rehabilitated gully erosion sites. Success will be dependent on consistent funding for BMP installation.

### **2) Control animal waste and agricultural runoff**

By continuing to enforce the Animal Waste Management Ordinance, voluntary standards and prohibitions compliance will be achieved. Completion of the county-wide farm inventory on GIS based tracking will allow more efficient identification and tracking of compliance achieved versus farms where work needs to be done. We will strive to achieve complete inventory within 20 years, which comes out to approximately 20 per year. The pace will be re-evaluated at the end of the five-year work plan. Yearly enforcement of NR151 to address at least one operation is a reasonable goal on top of the walk-in and voluntary compliance at this time. As more operations come into compliance through expansion and voluntary permit issuance, then a more aggressive enforcement schedule may be necessary. This enforcement may likely be necessary through involvement with the DNR and their cost share options. As a county we would like to explore the link between agricultural practices and nutrient transport, and would like to gather as much existing information to pass along to farmers as possible. On-farm, field edge trials would be the ultimate goal of this activity. The final activity of this objective is to begin to formulate 9 Key Element plans for our impaired waters. These plans consist of detailed watershed information collection and comprehensive specific goals for each watershed which take significant time to generate. This leads to the expanded time frame for completion. Success of many activities falling under this objective are completely dependent on staff and funding levels remaining constant or increasing through the 10-year plan period.

### **3) Meet nutrient management requirements**

There is a real need to educate the public about the value of farm nutrients as they are hauled past neighboring houses on the way to be spread on a field. Oconto County intends to stress the value through yearly educational events and/or publications. Recent local nutrient management planning issues are leading us to increase plan review detail, map verification and finally increased field inspections. Our partners at NRCS are instrumental in conducting these plan reviews. Between NRCS and county programs there are currently 78 farmers that have adopted nutrient management plans covering 79,000 of the 219,000 total cropland acres in the county. Remaining farmers if not willing to voluntarily sign up for nutrient management, they must be offered 70 percent cost share to assure compliance. This will require adequate funding throughout the span of this plan.

4) Protect water quality and quantity

Quality drinking water is becoming a more limited resource as it is being pumped at a greater quantity by expanding suburban areas and growing high capacity use by many types of business. Improper land spreading of nutrients, herbicides and pesticides can affect the quality of drinking water when near conduits to ground water. Oconto County intends to try to educate the general public of these issues through yearly events and/or publications. Well abandonments continue to be the best option to limit surface to groundwater contamination issues in the county and 5-10 abandonments per year will continue to close-off these direct conduits for contaminants. Abandonments have been funded with a county cost share program which will need to be maintained to continue to close these wells.

5) Maintain prime farmland

Farmland preservation has a limited presence in the county and we will continue to try and educate farmers of the benefit of the program through yearly event and/or publications. Their best avenue for adoption of the program is through AEAs. We will attempt to contact farmers to gauge interest on a yearly basis. Finally, the few existing contracts will be monitored through field visits of 25 percent of participants per year.

**Goal 2: Protect and enhance land and water resources to preserve and restore quality, ecological function and recreational and aesthetic value.**

Objective	Activities	Agencies (lead listed first)	Staff Hours	Staff Dollars	Cost-Share Dollars	Evaluation and Monitoring Parameters	Target Benchmark (Short term/Long term)
1. Prevent, control, and possibly eliminate invasive species.	a. Pursue funding for invasive species oriented programs.	LCD, DATCP	150/yr	\$4,650/yr	N/A	Number of programs initiated or continued.	One new program developed by 2021.
	b. Pursue funding for additional invasive species staff.	LCD, DATCP	2,080/yr	\$64,000/yr	N/A	Number of new staff hired.	Minimum of one.
	c. Educate the public on invasive species control and management.	LCD, UWEX, TIP	40/yr	\$1,240/yr	N/A	Number of events held and/or information distributed.	One event or information source per year/Five events by 2021.
	d. Inventory new populations and control existing stands.	LCD, TIP, DNR	1,000/yr	\$31,000/yr	\$20,000/yr	Acres of coverage.	10% decrease in acres of coverage within the next 5 years.
	e. Implement county invasives Strategic Action Plan.	LCD, UWEX, DNR	1,000/yr	\$31,000/yr	N/A	Portion of plan implemented.	As much as possible, dependent on funding.
	f. Collaborate with TIP to monitor populations.	LCD, TIP, USFWS	200/yr	\$6,200/yr	N/A	Projects worked on.	Five projects by 2021/Ten by 2026
	g. Continue to update Oconto County website information pertaining to invasive species.	LCD	20/yr	\$620/yr	N/A	Website information status.	Continually keep current with new developments.
	h. Continue Oconto County early detection monitoring program.	LCD	40/yr	\$1,240/yr	N/A	Number of lakes monitored.	Five eligible lakes per year/Continuous cycle through all eligible lakes
	i. Establish a county-wide Clean Boats, Clean Waters team.	LCD, OCLWA, UWEX, TIP	800/yr	\$9,600/yr	\$6,000/yr	Number of teams.	One team by 2021/Two or more teams by 2026
	j. Obtain portable boat wash units for use throughout Oconto County.	LCD, OWLCA, TIP	120/yr	\$3,720/yr	\$5,000/yr	Number of units obtained.	One unit in use by 2021/as available
	k. Promote an increase in Clean Boats, Clean Waters monitoring hours.	LCD, OWLCA, TIP	40/yr	\$1,240/yr	\$1,240/yr	Number of hours worked.	Five percent increase by 2026.
<b>Yearly Totals</b>			<b>5,490/yr</b>	<b>\$154,510/yr</b>	<b>\$32,240/yr</b>		

Objective	Activities	Agencies	Staff Hours	Staff Dollars	Cost-Share Dollars	Evaluation and Monitoring Parameters	Target Benchmark (Short term/Long term)
2. Protect and enhance lake and stream water quality.	a. Install shoreline buffers.	LCD	500/yr	\$15,500/yr	\$8,000/yr	Linear feet of buffer installed.	60 feet of lakeshore and 200 feet of streambank per year
	b. Promote county cost-share fund use for shoreline restoration.	LCD, DATCP	120/yr	\$3,720/yr	N/A	Personal contacts made/press releases.	Five contacts and one press release per year.
	c. Design and implement shoreline restoration plans.	LCD, TU, DU	80/yr	\$2,480/yr	\$3,000/yr	Feet of shoreline restored.	Minimum of 60 linear feet per year.
	d. Educate the public on benefits of natural land features.	LCD, UWEX	20/yr	\$620/yr	N/A	Number of events held and/or information distributed.	One event or information source per year/Five events by 2021.
	e. Promote and encourage completion of plans and surveys such as comprehensive aquatic management plans and point intercept surveys.	LCD, UWEX, OWLCA, DNR, TIP	40/yr	\$1,240/yr	N/A	Amount of assistance provided.	Provide one waterbody with assistance every 2 years/Assist with 5 waterbodies by 2026
		<b>Yearly Totals</b>	<b>760/yr</b>	<b>\$23,560/yr</b>	<b>\$11,000/yr</b>		

Objective	Activities	Agencies	Staff Hours	Staff Dollars	Cost-Share Dollars	Evaluation and Monitoring Parameters	Target Benchmark (Short term/Long term)
3. Improve wildlife and waterway habitat.	a. Restore stream morphology.	LCD, NRCS, TU, DU	200/yr	\$6,200/yr	\$2,000/yr	Percentage of stream length that is restored to natural conditions.	Restore 100 linear feet by 2021.
	b. Encourage lakes to participate in the Citizen Lake Monitoring Network to assure quality wildlife waters.	LCD, Lakes and Waterway groups	40/yr	\$1,240/yr	N/A	Number of lakes with designated lake monitor(s).	Increase the number of participating lakes by 10% by 2019.
	c. Promote the removal of livestock grazing from woodlots.	NRCS, LCD	20/yr	\$620/yr	N/A	Number of contacts made.	Two contacts per year.
	d. Minimize the removal of natural tree-fall from lake shores.	LCD, Lakes and Waterway groups, Sportsmen's Clubs	240/yr	\$7,440/yr	N/A	Trees per mile.	Record an increase in tree-lined shore over the next 5 years/Continued increase
	<b>Yearly Totals</b>		<b>500/yr</b>	<b>\$15,500/yr</b>	<b>\$2,000/yr</b>		

Objective	Activities	Agencies	Staff Hours	Staff Dollars	Cost-Share Dollars	Evaluation and Monitoring Parameters	Target Benchmark (Short term/Long term)
4. Protect and restore wetlands.	a. Restore degraded wetlands.	LCD, NRCS	280/yr	\$8,680/yr	\$30,000/yr	Acreege of wetlands restored to native conditions.	Restore 3 acres per year/Restore 15 acres by 2021
	b. Educate landowners on the benefits of wetlands.	LCD, UWEX	20/yr	\$620/yr	N/A	Number of events held and/or information distributed.	One event or information source per year/Five events by 2021.
	<b>Yearly Totals</b>		<b>300/yr</b>	<b>\$9,300/yr</b>	<b>\$30,000/yr</b>		

Objective	Activities	Agencies	Staff Hours	Staff Dollars	Cost-Share Dollars	Evaluation and Monitoring Parameters	Target Benchmark (Short term/Long term)
5. Strengthen the capacity of Lakes and Waterways groups.	a. Assist Oconto County Lakes and Waterways Association in the development of a Lake and Stream Management Plan.	LCD, OCLWA	240/yr	\$7,440/yr	N/A	Chapters/sections of plan completed.	Have 50 percent of the plan completed by the end of 2019/Complete plan by 2024.
	b. Partner with volunteer groups and DNR to monitor lake levels.	LCD, DNR	80/yr	\$2,480/yr	N/A	Number of participants.	Monitor 5 lakes per year/All eligible lakes at equal rate
		<b>Yearly Totals</b>	<b>320/yr</b>	<b>\$9,920/yr</b>	<b>N/A</b>		

Objective	Activities	Agencies	Staff Hours	Staff Dollars	Cost-Share Dollars	Evaluation and Monitoring Parameters	Target Benchmark (Short term/Long term)
6. Provide quality recreational opportunities.	a. Work with local organizations and government units to make public lands and waters handicap accessible.	LCD, DNR, Sportsmen's Clubs	120/yr	\$3,720/yr	\$1,000/yr	Number of access points created and properties made accessible.	One access point per five year period/2 access points by 2026.
	b. Create awareness of the value of Oconto County recreational resources.	LCD, UWEX	40/yr	\$1,240/yr	N/A	Number of events/publications.	One per year/five by 2021
		<b>Yearly Totals</b>	<b>160/yr</b>	<b>\$4,960/yr</b>	<b>\$1,000/yr</b>		

<b>Total Yearly Hours, Costs, and Funding Needed to Accomplish Goal 2</b>	
Staffing Hours	Cost-Share Dollars
7,530 per year	\$233,430 per year
	\$76,240 per year

## Monitoring and evaluation for Goal #2 by objective:

### 1) Prevent, control and possibly eliminate invasive species

With the loss of the AIS coordinator it is imperative to secure funding to continue the work on invasive species that was started, and look to increase programs and influence throughout the county. Regardless of securing another staff person to take on the work started, there needs to be a continued educational effort to increase public knowledge of control and management through events and information distributed. There is a network of contacts in place that should allow five events in the first five years of this plan. Inventory of new species and control of existing stands will be done in conjunction with the county strategic action plan, most likely with help from *Timberland Invasives Partnership (TIP)*. Website updates might be tied to the link to TIP increasing the effectiveness of the county website. The county has made a commitment to early detection monitoring of specified lakes for invasives (five lakes per year with retesting of lakes once all have been cycled through for the initial survey). The success of this objective is entirely dependent on increased invasive species funding for staff and projects.

### 2) Protect and enhance lake and stream water quality

Installation of shoreline buffers continues to be the most cost effective and easiest way to influence lake and stream water quality with 60 linear feet installed per year. Diversion of upslope water from reaching the lake or stream is another easily incorporated BMP as part of a larger restoration plan. The plans need to be designed and implemented by the county with cost share funding of one plan per two-year period. Finally, education about the sources of runoff and subsequent remedies is a cost effective way to address the issue. Yearly events and information distributed, likely at lake association meetings, will allow meeting the goal of five events in five years.

### 3) Improve wildlife and waterway habitat

Changing stream morphology has become an issue as waters widen and slow which warms them up and changes the biotic ecosystem. With the help of Trout Unlimited, we intend to try and return streams to their more natural state by restoring 200 linear feet of stream per year. Lakes are also rapidly changing and another activity would be to encourage lakes to find volunteer citizen monitors to detect these changes in early stages. With a 10 percent increase in monitors by 2018, negative effects could be mitigated in many instances. A simple cost effective way to improve water way habitat is to leave fallen beneficial woody debris in place measured by percent of shoreline with fallen trees. Some wildlife habitats in land are severely impacted by woodlot and wetland grazing. The county will attempt to monitor this issue.

4) Protect and restore wetlands

Protection of wetlands greatly impacts the runoff associated with increasingly stronger rainfall events. The county will attempt to increase wetland acreage through the limited effect we might have on reclamations, easements or other methods to secure protection of 10 acres in 10 years. Restoration of degraded or converted wetlands is likely to be more of a focus which restoration of 3 acres per year as a benchmark. Landowner education is needed to reveal the value of wetlands as something other than “waste land” by hosting yearly events or making publications available. Maintaining funding is essential to wetland restoration projects.

5) Strengthen the capacity of lakes and waterways groups

As a county, we would like to assist the Oconto County Lakes and Waterways Association in writing their comprehensive lake and stream management plan by 2024. There is a preliminary plan to assist DNR and lake groups with lake level monitoring, five lakes per year until finished, then continuous monitoring.

6) Provide a quality recreational opportunity

Working with local organizations and governmental units to open public lands to handicapped individuals could greatly increase recreational opportunities by increasing access points, two by 2024. The need to create a general awareness of the value of the expanse of recreational resources of the county needs to be conveyed as many ways as possible to interested users.

RESOLUTION # 114 - 2015

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: APPROVAL OF INMATE HEALTHCARE PROPOSAL

WHEREAS, our existing inmate healthcare provider, CHC (Correctional Healthcare Companies) since 2007, current service agreement expires December 31, 2015; and

WHEREAS, the Law Enforcement/Judiciary Committee has approved the proposed attached agreement for a 2-year period, commencing January 1, 2016, through December 31, 2017; and

WHEREAS, the cost of inmate health care services for year one of the agreement shall not be increased from the 2015 cost in the amount of Eighty Five Thousand Five Hundred Twenty One and 36/100 (\$85,521.36) Dollars; and

WHEREAS, the cost of inmate health care services for year two of the agreement shall be 2016 cost plus the CPI or 2.5%, whichever is less;

THEREFORE, BE IT RESOLVED, that the Oconto County Board of Supervisors hereby ratifies the approval of the Law Enforcement/Judiciary Committee and the execution of said agreement on October 7, 2015;

BE IT FURTHER RESOLVED that the cost of inmate health care shall be funded from the Sheriff's Office budget account number 1000-40-52710-2160.

Submitted this 17<sup>th</sup> day of December, 2015.

By: LAW ENFORCEMENT/JUDICIARY COMMITTEE

- Gerald Beekman, Chairperson
- Lowell "Buzz" Kamke
- Melissa Wellens
- Dennis Kroll
- Paul Bednarik

Reviewed by Corporation Counsel:

Adopted by Vote:

lwm

12.08.2015

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

Initials of  
Corp. Counsel

Date  
Reviewed

**FIFTH AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE  
SERVICES AT OCONTO COUNTY, WISCONSIN  
(Effective January 1, 2016)**

This is the Fifth Amendment to the Agreement for Inmate Health Care Services at Oconto County, Wisconsin effective July 1, 2010 through December 31, 2011 as amended January 1, 2012, to which the COUNTY and CHC subsequently executed a Letter of Understanding effective July 10, 2012, and as amended January 1, 2013, January 1, 2014, and January 1, 2015 (hereinafter "Agreement") between Correctional Healthcare Companies, Inc., (hereinafter "CHC") and Oconto County, Wisconsin (hereinafter the "COUNTY").

NOW THEREFORE, IN CONSIDERATION of the foregoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that effective January 1, 2016:

1. Section 2.0 of the Agreement is hereby deleted in its entirety and replaced with the following language in lieu thereof:

2.0 STAFFING HOURS. CHC shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article 1 as set forth below, all in accordance with Exhibit 1 attached hereto.

2. New Paragraphs 8.0.1, 8.0.2, and 8.0.3 shall be inserted after Paragraph 8.0 of the Agreement with the following language:

8.0.1 Renewal Year 2016: Effective January 1, 2016, the base annual amount to be paid by the COUNTY to CHC shall not increase from Renewal Year 2015, but shall remain the same.

8.0.2 Renewal Year 2017: Effective January, 1 2017, the base annual amount to be paid by the COUNTY to CHC shall be the annual amount of Renewal Year 2016, plus the medical services rate of the CPI or 2.5%, whichever is less.

8.0.3 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is

the Price Index (as defined below) for the month which is four months immediately preceding the Agreement renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the Agreement renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index - All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.

3. In accordance with Section 9.0, this Agreement shall automatically renew for two (2) one-year periods from January 1, 2016 at 12:01 a.m. through December 31, 2017 at 11:59 p.m.

Except for the provisions amended by this document, all other provisions of the Agreement shall remain in full force and effect and unchanged.

4. Paragraph 11.8 of the Agreement shall be amended to reflect CHC's new notice address and facsimile number:

Correctional Healthcare Companies, Inc.  
General Counsel  
1283 Murfreesboro Road; Suite 500  
Nashville, TN 37217  
(615) 296-0449/Facsimile

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

*(Signatures Appear on the Following Page)*

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Oconto, Wisconsin

By: Leland T. Rymer  
Leland T. Rymer  
Title: Board Chairperson

Date: 10/2/15

By: Mike Jansen  
Mike Jansen  
Title: County Sheriff

Date: 10-7-15

Correctional Healthcare Companies, Inc.

By: Cary McClure  
Cary McClure  
Title: Assistant Secretary

Date: 10-7-15

**EXHIBIT 1**

**OCONTO COUNTY JAIL  
WISCONSIN**

<b>STAFFING MATRIX</b>		
<b>Position</b>	<b>Hours/Week</b>	<b>FTE</b>
Licensed Practical Nurse (LPN)	22	0.55
Physician	1	0.03
<b>Total Hours/FTE</b>	<b>23</b>	<b>0.58</b>

RESOLUTION # 115 - 15

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: **ADOPTION OF CRIME PREVENTION FUNDING BOARD AND SURCHARGE**

WHEREAS, the State recently passed legislation to allow a County to impose a surcharge of \$20 for each misdemeanor or felony count on which conviction occurred; and

WHEREAS, this surcharge revenue, estimated to generate \$11,200 annually, would be allocated by a Crime Prevention Funding Board, with 50% going to a law enforcement agency within the County and 50% to one or more non-profit crime prevention organizations within the County; and

WHEREAS, if there is no non-profit crime prevention organization in the County, then 100% goes to a local law enforcement agency; and

WHEREAS, the County needs to create a Crime Prevention Board consisting of the following:

- a. The presiding judge of the circuit court, or his/her designee
- b. The district attorney, or his/her designee
- c. The sheriff, or his/her designee
- d. The chairperson of the county board of supervisors, or his/her designee if the county does not have a county executive or a county administrator
- e. The chief elected official of the largest municipality in the county, as determined by population, or his/her designee
- f. A person chosen by a majority vote of the sheriff and all the chiefs of police departments that are located wholly or partly within the county
- g. A person chosen by the Public Defender's Office that handles cases in the county.

THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors hereby creates an Oconto County Crime Prevention Board effective January 1, 2016; and

BE IT FURTHER RESOLVED that a \$20 Crime Prevention Surcharge be created effective January 1, 2016.

Submitted this 17<sup>th</sup> day of December, 2015

BY: Law Enforcement/Judiciary Committee

Gerald Beekman  
 Paul Bednarik  
 Buzz Kamke  
 Dennis Kroll  
 Melissa Wellens

Reviewed by Corporation Counsel:

Adopted by Vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ absent: \_\_\_\_\_

\_\_\_\_\_  
 Initials of Date  
 Corp. Counsel Reviewed

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RESOLUTION # 116 - 15

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: **APPROVAL OF CONVERTING DISTRICT ATTORNEY PART TIME CLERK TYPIST II POSITION TO FULL TIME**

WHEREAS, due to additional workload in the District Attorney's office, a need exists to convert the existing part time Clerk Typist II position to full time, and

WHEREAS, the additional cost of this request should not exceed \$42,000 in 2016, depending on selection of health insurance,

WHEREAS, the Law Enforcement/Judiciary Committee and the Personnel & Wages Committee are recommending approval of converting this position from part time to full time effective January 1, 2016,

THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors hereby converts the part time Clerk Typist II position to full-time (37.5 hrs.) effective January 1, 2016 and

BE IT FURTHER RESOLVED that the Oconto County Board of Supervisors transfers up to \$42,000 from the 2016 Contingency Budget to the District Attorney's budget to cover the additional position cost.

Submitted this 17th day of December, 2015

BY: Law Enforcement/Judiciary Committee

Personnel & Wages Committee

Gerald Beekman  
Paul Bednarik  
Buzz Kamke  
Dennis Kroll  
Melissa Wellens

Gerald Beekman  
Guy Gooding  
Ron Korzeniewski  
Elmer Ragen  
Melissa Wellens

*Reviewed by Corporation Counsel:*

*Adopted by Vote:*

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ absent: \_\_\_\_\_

\_\_\_\_\_  
*Initials of  
Corp. Counsel*

\_\_\_\_\_  
*Date  
Reviewed*

RESOLUTION # 117 - 15

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: **APPROVAL OF CONVERTING CORPORATION COUNSEL PART TIME LEGAL SECRETARY POSITION TO FULL TIME**

WHEREAS, due to additional workload in the Corporation Counsel's office, a need exists to convert the existing part time Legal Secretary position to full time, and

WHEREAS, the additional cost of this request should not exceed \$42,000 in 2016, depending on selection of health insurance,

WHEREAS, the Law Enforcement/Judiciary Committee and the Personnel & Wages Committee are recommending approval of converting this position from part time to full time effective January 1, 2016,

THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors hereby creates converts the part time Legal Secretary position to full-time (37.5 hrs.) effective January 1, 2016 and

BE IT FURTHER RESOLVED that the Oconto County Board of Supervisors transfers up to \$42,000 from the 2016 Contingency Budget to the Corporation Counsel's budget to cover the additional position cost.

Submitted this 17th day of December, 2015

BY: Law Enforcement/Judiciary Committee

Personnel & Wages Committee

Gerald Beekman  
Paul Bednarik  
Buzz Kamke  
Dennis Kroll  
Melissa Wellens

Gerald Beekman  
Guy Gooding  
Ron Korzeniewski  
Elmer Ragen  
Melissa Wellens

Reviewed by Corporation Counsel:

Adopted by Vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ absent: \_\_\_\_\_

\_\_\_\_\_  
Initials of Date  
Corp. Counsel Reviewed

RESOLUTION # 118 - 15

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4 **TO:** The Hon. Chairperson and Members of the Oconto County Board of Supervisors

5  
6 **RE:** Technology Services Support Specialist Position to Full Time

7  
8 WHEREAS, the Oconto County Technology Services (TS) Department currently has 4 full time employees  
9 and 1 part time employee; and

10  
11 WHEREAS, the new Law Enforcement Center (LEC) is going to require more support resources from the  
12 Technology Services Department to setup and maintain equipment & software; and

13  
14 WHEREAS, to resolve this issue, the TS Director is requesting to change the Support Specialist position  
15 from part time 29 hours per week to full time effective October 1<sup>st</sup>, 2016; and

16  
17 WHEREAS, this change will result in more consistency with our help desk and will allow our Client Tech 1  
18 person to be available full time in the field rather than having to cover for the Support Specialist one day per week;  
19 and

20  
21 WHEREAS, the projected cost to make this change will be \$4,539.27 for 2016; and

22  
23 WHEREAS, the amount has been budgeted for in 2016 and approved by the Technology Services and  
24 Personnel & Wages Committees.

25  
26 THEREFORE BE IT RESOLVED THAT the Oconto County Board of Supervisors hereby approves  
27 changing the TS Support Specialist position from part time to full time at a budgeted cost of \$4,539.27 for 2016.

28  
29 Submitted this 17<sup>th</sup> day of December, 2015

30  
31  
32 BY: PERSONNEL & WAGES

BY: TECHNOLOGY SERVICES COMMITTEE

33  
34 Chairperson, Gerald Beekman Guy K. Gooding  
35 Ron Korzeniewski Elmer Ragen  
36 Melissa Wellens

Chairperson, Greg Sekela Doug McMahon  
Paul Bednarik Leland T. Rymer  
Gary Frank

37  
38  
39 Reviewed by Corporation Counsel:

Vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

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41 \_\_\_\_\_  
42 Initials of Date Reviewed  
43 Corp. Counsel

44  
*25*

RESOLUTION # 119 - 15

TO: The Hon. Chairperson and Members of the Oconto County Board of Supervisors

RE: **Law Enforcement Center Change Order to Relocate Video Equipment**

WHEREAS, the new Law Enforcement Center (LEC) originally had planned to put the Video Surveillance Servers and Storage in a room located in the jail; and

WHEREAS, the current scope for storage is sized to store 60 days of video for 250+ cameras; and

WHEREAS, the Technology Services (TS) Department will be involved in managing the storage, the security network and possibly the video surveillance system itself; and

WHEREAS, TS is requesting a change order to move all the server and storage equipment to the Data Center which is where the current 911 center is located; and

WHEREAS, the not to exceed cost by the Samuels Group is \$24,000 to relocate the conduit to the data center; and

WHEREAS, this change has been discussed and approved by the Sheriff, Law Enforcement Committee and Public Property Committee.

THEREFORE BE IT RESOLVED THAT the Oconto County Board of Supervisors hereby approves the change order of \$24,000 to be paid out of the LEC Contingency fund.

Submitted this 17<sup>th</sup> day of December, 2015

BY: PUBLIC PROPERTY

BY: LAW ENFORCEMENT/JUDICIARY

Chairperson, Bill Grady  
Jim Lacourciere  
Robert Reinhart

Karl Ballestad  
Doug McMahon

Chairperson, Gerald Beekman  
Paul Bednarik  
Melissa Wellens

Buzz Kamke  
Dennis Kroll

Reviewed by Corporation Counsel:

Vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

\_\_\_\_\_  
Initials of Date Reviewed  
Corp. Counsel



311 Financial Way  
 Suite 300  
 Wausau, WI 54401  
 715-842-2222

**Project:**  
**Project Number:**

Oconto Co LEC  
 6813

Date: 11/30/2015

**Originating Document:** NEI CO1/PLI CO1  
**The Samuels Group Document:** CAR11

To: Oconto County  
 Attn: Kevin Hamann  
 301 Washington Street  
 Oconto, WI 54153

**Self-Performed Cost:** \$0.00  
**Subcontractor Cost:** \$24,000.00  
**Total Cost:** \$24,000.00

**Contract Time Extension:** 0 days

**Description of Proposal:**

Reroute Security Electronics fiber cables to the Data center in lieu of Master Control RM 1160.  
 Excludes any head end switches or patch panels.

Item	Description	Type	Qty	Unit	\$/Unit	Self - Performed Work			Subcontractor	Total
						Labor	Material	Equipment	Lump Sum	
1	Potter Lawson Inc. - Design costs	S	1.00		12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 12,000.00
2	Northern Electric, Inc. - Labor costs	S	1.00		12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 12,000.00
3						\$ -	\$ -	\$ -	\$ -	\$ -
4						\$ -	\$ -	\$ -	\$ -	\$ -
5						\$ -	\$ -	\$ -	\$ -	\$ -
6						\$ -	\$ -	\$ -	\$ -	\$ -
7						\$ -	\$ -	\$ -	\$ -	\$ -
8						\$ -	\$ -	\$ -	\$ -	\$ -
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22	PM (8 hours per subcontractor coordinated)	L				\$ -	\$ -	\$ -	\$ -	\$ -
23	General Superintendent	L				\$ -	\$ -	\$ -	\$ -	\$ -
24	Coordination/Layout	L				\$ -	\$ -	\$ -	\$ -	\$ -
25	Pickup Truck	E				\$ -	\$ -	\$ -	\$ -	\$ -
26	Trucking & Deliveries	E				\$ -	\$ -	\$ -	\$ -	\$ -
27	Offices, office equipment & supplies	E				\$ -	\$ -	\$ -	\$ -	\$ -
28	Hoisting - Crane/Forklift	E				\$ -	\$ -	\$ -	\$ -	\$ -
29	Scaffold	E				\$ -	\$ -	\$ -	\$ -	\$ -
30	Gas & Oil	M				\$ -	\$ -	\$ -	\$ -	\$ -
31	Heat & Enclosures	L				\$ -	\$ -	\$ -	\$ -	\$ -
32	Heat & Enclosures	M				\$ -	\$ -	\$ -	\$ -	\$ -
33	Temporary Protection	L				\$ -	\$ -	\$ -	\$ -	\$ -
34	Temporary Protection	M				\$ -	\$ -	\$ -	\$ -	\$ -
35	SWPPP					\$ -	\$ -	\$ -	\$ -	\$ -
36	Safety					\$ -	\$ -	\$ -	\$ -	\$ -
37	Testing & Inspections					\$ -	\$ -	\$ -	\$ -	\$ -
38	Cleanup/Dumpsters					\$ -	\$ -	\$ -	\$ -	\$ -
39	Subtotal					0.00	0.00	0.00	24,000.00	\$ 24,000.00
40	Small Tools				0.00%	0.00	0.00	0.00	0.00	\$ -
41	Subtotal					0.00	0.00	0.00	24,000.00	\$ 24,000.00
42	Insurance/Subguard				0.00%	0.00	0.00	0.00	0.00	\$ -
43	Sales Tax				0.00%		0.00			\$ -
44	Fee - Design				0.00%	0.00	0.00	0.00	0.00	\$ -
45	Fee - General Contractor				0.00%				0.00	\$ -
46	As Built Drawings				0.00%	0.00				\$ -
47	Bond premium				0.00%	0.00	0.00	0.00	0.00	\$ -
48	Total					0.00	0.00	0.00	24,000.00	\$ 24,000.00

Acceptance of this pricing request (PR) shall be acknowledged by signature below. Acceptance will constitute full compensation to the contractor for all cost of work and expenses including the Contractors markup fee and contract time extensions for the items identified in this pricing request.

cc: Owner/Superintendent/Flt

Issued By: The Samuels Group, Inc.

Reviewed By: Oconto County Law Enforcement Center

Approved By:

*Curt Schelcher*  
 Project Manager  
 Curt Schelcher

Owner  
 Kevin Hamann

11/30/2015  
 Date

Date

Date

## Curt Schleicher

---

**From:** Adam J. Kaye <adam@nei-gb.com>  
**Sent:** Monday, November 23, 2015 10:27 AM  
**To:** Curt Schleicher  
**Cc:** Tim W. Harmann; Megan Cyr; Charles H. Lesperance  
**Subject:** RE: Data Storage Move

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Curt,

Based on previous discussions to reroute Security Electronics fiber cables to the Data center in lieu of Master Control RM 1160 the approximate material and labor cost is \$12,000. This doesn't take into consideration adding any head end switches or patch panels. At this time we have not considered any additional cost for Fiber until the riser diagram is redesigned. Length of fiber is negligible; however, if a 12 strand needed to get increased to a 24 strand there would be additional cost for the cable and terminations.

Thanks,

### Adam J. Kaye

Project Manager | Estimator

#### Northern Electric, Inc.

314 N. Danz Avenue

Green Bay, WI 54302-3526

O: (920) 468-6000 F: (920) 468-7705

C: (920) 217-6339

[www.nei-gb.com](http://www.nei-gb.com)

"We put the power in your hands"

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**From:** Curt Schleicher [mailto:CSchleicher@samuelsgroup.net]

**Sent:** Thursday, November 19, 2015 3:14 PM

**To:** Adam J. Kaye

**Cc:** Tim W. Harmann; Megan Cyr

**Subject:** Data Storage Move

Adam:

I have KJWW cost to do this work. Please provide a budget number I can take to Kevin Hamann ASAP. I need this to be a priority. He leaves on medical leave December 3<sup>rd</sup>.

### Curt Schleicher

Senior Project Manager

o: 715.841.1920

cell: 715-218-0023

Des Moines | Waterloo | Wausau

RESOLUTION # 120 - 15

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: APPROVAL OF COURTHOUSE COMPLEX LIGHTING INSTALLATION PROJECT

WHEREAS, \$101,512.50 is allocated in 2015 Capital Budget for the Courthouse Complex Lighting Replacement Project which involves replacing the existing T-12 lighting system in the Courthouse with new LED lighting; and

WHEREAS, Resolution #92-15 approved the purchase of new LED lighting from Wesco Distribution, Green Bay, WI, as the first phase of the Courthouse Complex Lighting Replacement Project; and

WHEREAS, the installation phase of the LED Lighting project received the following bids:

<u>Vendor</u>	<u>Total Cost</u>
Ellman's Electrical & Maintenance Service Inc., Oconto, WI	\$10,800.00
Elmstar Electric Corporation, Kaukauna, WI	\$19,993.00

WHEREAS, the Public Property Committee recommends awarding the installation project to Ellman's Electrical & Maintenance Service Inc., at a cost of \$10,800.00.

THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors hereby approve the contract with Ellman's Electrical & Maintenance Service Inc., Oconto, WI, at a cost of \$10,800.00; and

BE IT FURTHER RESOLVED that the County Clerk execute the agreement and pay all amounts due pursuant to the terms of said agreement upon approval of the Public Property Committee from account 1000-26-57140-8408.

Submitted this 17<sup>th</sup> day of December, 2015

BY: PUBLIC PROPERTY COMMITTEE

Bill Grady, Chairman  
Jim Lacourciere  
Robert Reinhart  
Doug McMahon  
Karl Ballestad

Reviewed by Corporation Counsel:

Adopted by Vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

\_\_\_\_\_  
Initials of Date  
Corp. Counsel Reviewed

1  
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3 **REPORT**  
4

5 **TO:** Members of the Oconto County Board of Supervisors  
6

7 **RE: REAPPOINTMENT-HEALTH AND HUMAN SERVICES BOARD**  
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9

10  
11 I have formally appointed Loretta Shellman, PO Box 128, Oconto Falls, WI, to the Oconto County  
12  
13 Health and Human Services Board for a three-year term to expire in January, 2019, and hereby ask for  
14  
15 confirmation of this appointment.  
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24 Submitted this 17<sup>th</sup> day of December, 2015,  
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27

28 BY: \_\_\_\_\_  
29 Leland Rymer, Chairman  
30 **OCONTO COUNTY BOARD OF SUPERVISORS**  
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**REPORT**

TO: Oconto County Board of Supervisors

**RE: Re-Appointment – Oconto County Business Development Revolving Loan Fund Committee**

Effective upon County Board acceptance, I hereby re-appoint Mary Lemmen, 6922 Pipgrass Road, Oconto Falls, WI, 54154 to the Oconto County Business Development Revolving Loan Fund Committee for a 3 year term that will expire on December 31, 2018 and hereby ask for confirmation of this re-appointment.

Submitted this 17<sup>th</sup> day of December, 2015

**BY: Lee Rymer, Chairperson  
OCONTO COUNTY BOARD OF SUPERVISORS**

Confirmed by Vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

B

**REPORT**

TO: Oconto County Board of Supervisors

**RE: Re-Appointment – Tri-County Business Development Revolving Loan Fund Committee**

Effective upon County board acceptance, I hereby re-appoint Mary Lemmen, 6922 Pipgrass Road, Oconto Falls, WI, 54154 to the Tri-County Business Development Revolving Loan Fund Committee for a 3 year term ending December 31, 2018 and hereby ask for confirmation of this re-appointment.

Submitted this 17<sup>th</sup> day of December, 2015

**BY: Lee Rymer, Chairperson  
OCONTO COUNTY BOARD OF SUPERVISORS**

Confirmed by Vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

C

**REPORT**

TO: Oconto County Board of Supervisors

**RE: Re-Appointment – Oconto County Business Development Revolving Loan Fund Committee**

Effective upon County Board acceptance, I hereby re-appoint Andy School, 14472 Pit Lane Mountain, WI, 54149 to the Oconto County Business Development Revolving Loan Fund Committee for a 3 year term that will expire on December 31, 2018 and hereby ask for confirmation of this re-appointment.

Submitted this 17<sup>th</sup> day of December, 2015

**BY: Lee Rymer, Chairperson  
OCONTO COUNTY BOARD OF SUPERVISORS**

Confirmed by Vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

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**REPORT**

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TO: The Members of the Oconto County Board of Supervisors  
RE: **RE-APPOINTMENT – OCONTO COUNTY LIBRARY SERVICES BOARD**

I have formally re-appointed Mike Hodkiewicz, 426 Main Street, Lena, WI as the Lena Public Library Representative on the Oconto County Library Services Board for a 3 year term that will expire December, 2018 and hereby ask for confirmation of this re-appointment.

Submitted this 17th day of December, 2015

BY: Lee Rymer, Chairperson  
OCONTO COUNTY BOARD OF SUPERVISORS

Confirmed by Vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

E

**REPORT**

TO: The Members of the Oconto County Board of Supervisors

RE: **RE-APPOINTMENT – OCONTO COUNTY LIBRARY SERVICES BOARD**

I hereby formally re-appoint Alan Sleeter, 10005 Madsen Road, Suring, WI as the County Board of Supervisors Representative on the Oconto County Library Services Board, for a 2 year term that will expire December 31, 2017 and hereby ask for confirmation of this re-appointment.

Submitted this 17<sup>th</sup> day of December, 2015

BY: Lee Rymer, Chairperson  
**OCONTO COUNTY BOARD OF SUPERVISORS**

Confirmed by Vote:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

F



ADMINISTRATIVE COORDINATOR  
KEVIN HAMANN  
OCONTO COUNTY COURTHOUSE  
301 WASHINGTON ST  
OCONTO WI 54153-1699  
920-834-6811 ♦ FAX 920-834-6400

---

## **New Law Enforcement Center Update**

December 2, 2014

### **Property Acquisition**

No update

### **Project Funding/Financing/Budget:**

Please see attached updated spreadsheet prepared by the Finance Director. Also included is the transaction report for October.

Final \$15 million in bonds/notes for our project is expected to be acted on at the January 2016 County Board meeting.

### **Project Progress/Timeline:**

Representatives of The Samuels Group will be present at the meeting to provide an construction update.

### **Project – Oconto County Vendors**

Based on the contracts awarded, The Samuels Group calculated that \$162,052 is with firms from Oconto County. I was hoping for a lot more.

)  
  
G



Account Year: 115  
 Period: 11  
 starting dept #: 00  
 ending dept #: 98

## TRANSACTION REGISTER FOR PERIOD 11

Acct#	Account	Dist#	Distribution	Transaction	Transaction Description	Date	Trans Amount	Check #	Vendor#
<b>Fund: 4001 Department: 45 LAW ENFORCEMENT CENTER</b>									
57210	CAPITAL-LAW ENFOR	8304	ACQUISITION	A/P 11/08/15 WEEKLY	LEC ACQUISITION	11/4/0115	10,286.59	151096	000008208
				A/P 11/11/2015 MONTHLY (CLOSING COSTS		11/9/0115	2,378.56	0	000008208
				A/P 11/13/2015 WEEKLY	CSM	11/11/0115	30.00	0	000000812
				A/P 11/13/2015 WEEKLY	LEC DIRECT PURCHASE NO. 1	11/11/0115	126,873.93	151275	000008454
				RECLASS EXP PER KHAM/RECLASS TO CONSTRUCTION		11/30/0115	-126,873.93	0	
* Distribution Total:							\$12,694.15		
57210	CAPITAL-LAW ENFOR	8305	DESIGN	A/P 11/13/2015 WEEKLY	LEC DIRECT PURCHASE NO. 2	11/11/0115	20,554.70	0	000008454
				A/P 11/20/2015 WEEKLY	LEC DIRECT PURCHASE NO. 3	11/18/0115	100,422.39	0	000008454
				RECLASS EXP PER KHAM/RECLASS TO CONSTRUCTION		11/30/0115	-20,554.70	0	
				RECLASS EXP PER KHAM/RECLASS TO CONSTRUCTION		11/30/0115	-100,422.39	0	
* Distribution Total:							\$0.00		
57210	CAPITAL-LAW ENFOR	8306	CONSTRUCTION	LEC PROJ 103015 (APP.8)	LEC PROJ 103015 (APP.8)	11/4/0115	726,870.09	0	
				A/P 11/20/2015 WEEKLY	CONSTRUCTION ADMIN	11/18/0115	13,396.20	0	000008263
				A/P 11/20/2015 WEEKLY	LEC WORK COMP	11/18/0115	140,103.00	0	000001421
				RECLASS EXP PER KHAM/RECLASS TO CONSTRUCTION		11/30/0115	126,873.93	0	
				RECLASS EXP PER KHAM/RECLASS TO CONSTRUCTION		11/30/0115	20,554.70	0	
				RECLASS EXP PER KHAM/RECLASS TO CONSTRUCTION		11/30/0115	100,422.39	0	
* Distribution Total:							\$1,128,220.31		
<b>57210 ** Account Total:</b>							<b>\$1,140,914.46</b>		

# Employee Update

## November 2015

### Retirements/Resignations/Terminations

<u>Employee</u>	<u>Dept.</u>	<u>Position</u>	<u>Date</u>	<u>Wage</u>	<u>Comment</u>
Belongia, Jane	Sheriff	Telecommunicator	11/02	\$19.98	Terminated

### Promotions/Transfers

<u>Employee</u>	<u>Dept.</u>	<u>Position</u>	<u>Date</u>	<u>Wage</u>	<u>Comment</u>
Elias, Bill	Highway	Asst. Hwy Comm.	11/20	\$28.60	Replaced A. Olson
Smith, Bernie	Highway	Hot Mix Foreman	11/10	\$22.00	Replaced E. Olson
Coshenet, Matt	Highway	Operator II	11/20	\$19.49	Replaced Elias
Helmle, Jack	Highway	Operator II	11/10	\$19.49	Replaced Smith

### New Hires

<u>Employee</u>	<u>Dept.</u>	<u>Position</u>	<u>Date</u>	<u>Wage</u>	<u>Comment</u>
Ondik, Corey	Hwy	Operator I	11/02	\$18.49	Replaced Coshenet
Van Eperen, Greg	Hwy	Operator I	11/02	\$18.49	Replaced Helmle
Hipke, Rose	Land Info.	Office Help	11/16	\$11.81	LTE

### Current External Recruitments

<u>Dept.</u>	<u>Position</u>	<u>Date Apps Due</u>	<u>Ad Wage Range</u>	<u>Comment</u>
HHS	Home Visitor	Nov. 25	\$17.05	Reviewing 28 Apps

As of December 1, 2015

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