

AGENDA
(THURSDAY) DECEMBER 22, 2016 – 9:00 A.M.
OCONTO COUNTY BOARD OF SUPERVISORS MEETING
COUNTY BOARD ROOM #3041 – COURTHOUSE 3RD 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

1. Call to Order and Roll Call
2. The Pledge of Allegiance
3. The Invocation – Supervisor Sekela
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. Amend. Ord. #3185 – Zoning Change – Town of Abrams (Anderson) – Planning/Zoning Com
9. Amend. Ord. #3186 – Zoning Change – Town of Brazeau (Wendt) – Planning/Zoning Com
10. Amend. Ord. #3187 – Zoning Change – Town of Chase (Register) – Planning/Zoning Com
11. Amend. Ord. #3188 – Zoning Change – Town of Little River (LaCourt) – Planning/Zoning Com
12. Ord. #3189 – Chapter 9 – County Forestry Ordinance – Forest, Parks, Recreation/LIS Sub-Com
13. Ord. #3190 – 9.700(ee) Feeding Deer Prohibited – Forest, Parks, Recreation/LIS Sub-Com
14. Ord. #3191 – Chapter 10 – Park and Recreation Ordinance - Forest, Parks, Recreation/LIS Sub-Com
15. Ord. #3192 – Amendment of Chapter 18 of the Oconto County Code of Ordinances – Health & Human Services Board
16. Ord. #3193 – Chapter 2 – 2.110 Rule VII Voting – Law Enforcement/Judiciary Com
17. Ord. #3194 – Ordinance to Recreate Chapter 21 Floodplain Ordinance of the Oconto County Code of Ordinances and adoption of an updated Reservoir Pond Dam Hydraulic Shadow Map, Profile and Date Table for properties downstream of Reservoir Dam within Oconto County – Planning & Zoning Sub-Com
18. Res. #93 – Supporting Continued Operation of the Lakewood Trout Rearing Facility – ED&T Com (to be placed on desks)
19. Res. #94 – Local Emergency Planning Committee (LEPC) Membership List – Emergency Management Com
20. Res. #95 – Approve Financial Management Policy Revisions – Finance/Insurance Com
21. Res. #96 – Approve Grant Administration Policy Revisions – Finance/Insurance Com
22. Res. #97 – Approve Proposal from Milliman Inc. For an Actuarial Valuation and For a Transfer of Funds – F/I Com
23. Res. #98 – Reorganization of Chapter 75, WIS. Stats. – Property Tax Collection Procedure – Finance/Insurance Com
24. Res. #99 – Approval of Converting Part Time Office Assistant Position to Full Time Benefits Specialist in Veterans Service Office – Finance/Insurance Com
25. Res. #100 – Approve Contingency Budget Transfer for Retirement Payouts - Finance/Insurance Com
26. Res. #101 – Forestry and Parks Department 2017 Work Plan – Forestry, Parks, & Recreation/LIS Sub-Com
27. Res. #102 – Chute Pond County Park Restroom/Shower Building – Forestry, Parks & Recreation Sub-Com
28. Res. #103 – Creation of Oconto County Public Forest in Accordance with §28.10, Wisconsin Statutes – FPR Sub-Com
29. Res. #104 – Lease Approval Between RJCventures LLC (“Landlord”) and Oconto County, A Wisconsin (“Tenant”) – Health & Human Services Board
30. Res. #105 – Lease Between JMAKAS Enterprises, LLC (“Landlord”), and Oconto County (“Tenant”) – HHS Board
31. Res. #106 – Confirmation of Hiring Michael Reimer as Health & Human Services Director – HHS Board
32. Res. #107 – Oconto County Lake Protection Grants – Land Conservation Com
33. Res. #108 – Approval of Criminal Justice Coordinating Council Bylaw Change – Law Enforcement/Judiciary Com
34. Res. #109 – Authorize Purchase of Vehicles for the Sheriff's Office – Law Enforcement/Judiciary Com
35. Res. #110 – Approval of Jail Food Services Contract – Law Enforcement/Judiciary Com
36. Res. #111 – Change in County Employee Vacation Benefit – Personnel & Wages Com
37. Res. #112 – Approve Modifications to 2017 General Employees Pay System – Personnel & Wages Com
38. Res. #113 – Approval of Administrative Manual Revisions – Personnel & Wages Com
39. Res. #114 – Approval of Employee Handbook Revisions – Personnel & Wages Com
40. Res. #115 – Approval of New Sergeant Position – Personnel & Wages Com
41. Res. #116 – Approval to Hire Human Resources Coordinator – Personnel & Wages Com
42. Res. #117 – Approve Krueger International Inc. as Preferred Furniture Vendor – Public Property Com
43. Res. #118 – Approve Purchase of High Speed Scanner – Technology Services Com
44. Res. #119 – Approve Purchase of Netapp Storage – Technology Services Com (to be placed on desks)

45. Committee and Departmental Reports:

- A. Report – Re-appointment – Farm Service Agency Representative on LCC (Allen) – County Board Chair
- B. Report – Re-appointment – Oconto County Library Services Board (Gooding) – County Board Chair
- C. Report – Re-appointment – Oconto County Business Development Revolving Loan Fund Com (Christianson) – CBC
- D. Report – Re-appointment – Oconto County Business Development Revolving Loan Fund Com (Shallow) – CBC
- E. Report – Re-appointment – Tri-County Business Development Revolving Loan Fund Com (Christianson) – CBC
- F. Report – Re-appointment – County Veterans Service Commission (Hansen) – CBC
- G. Report – Appointment – Oconto County Traffic Safety Commission – County Board Chair
- H. Report – LEC Project – Data Center Flooring – Law Enforcement/Judiciary & Public Property Com
- I. Report – Update on Law Enforcement Center – Law Enforcement/Judiciary Com
- J. Report – Oconto County Economic Development Corporation (OCEDC) Update – OCEDC Com
- K. Report – Employee Update – November 2016 – Personnel & Wages Com
- L. Report – Recruitment & Retention Strategic Planning Work Group – Personnel & Wages Com
- M. Report – Report on Contract with Advanced Disposal Pertaining to County Recycling Program with Committed Municipalities – Solid Waste Sub-Com

46. Announcements/General Information (No Action to be taken)

47. 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

December 22, 2016 Invocation by Supervisor Stellmacher

kp/Posted: 12/15/16

PROCEEDINGS – NOVEMBER 10, 2016
OCONTO COUNTY BOARD OF SUPERVISORS MEETING

1. **Call to Order and Roll Call**
County Board Chair, Leland T. 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 29 members present: Supervisors Augustine, Ballestad, Bartels, Jr., Bednarik, Beekman, Buhrandt, Christianson, Girardi, Grady, Kamke, Korzeniewski, Kroll, Lacourciere, Lemmen, Linzmeyer, McMahon, Nelson, Nichols, Pagel, Pott, Ragen, Reinhart, Rymer, Sleeter, Stellmacher, Stranz, Wellens, Wendt, Zoeller; 2 absent: Supervisors Frank and Sekela
2. **The Pledge of Allegiance to the Flag**
3. **The Invocation** was given by Supervisor Sleeter
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 – None.Motion by Lacourciere/Nelson to approve agenda. The motion was voted on and carried.
7. **Approval of Previous Meeting Proceedings**
Motion by Sleeter/Stranz to approve the proceedings from the 10/27/16 meeting. The motion was voted on and carried.
8. **Amend. Ord. #3181 – Zoning Change – Town of Brazeau (Karban) – Planning/Zoning Com**
Motion by Wendt/Bednarik to adopt Amend. Ord. #3181 for property owned by Paul Karban in Town of Brazeau 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.
9. **Amend. Ord. #3182 – Zoning Change – Town of Mountain (Hansen/Napholz) – Planning/Zoning Com**
Motion by Buhrandt/Bartels, Jr. to adopt Amend. Ord. #3182 for property owned by Mary Hansen and Mark Napholz in Town of Mountain to change from Industrial District to General Commercial District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.
10. **Amend. Ord. #3183 – Zoning Change – Town of Oconto (Thomson) – Planning/Zoning Com**
Motion by Ballestad/Wellens to adopt Amend. Ord. #3183 for property owned by Calvin and Suzanne Thomson in Town of Oconto to change from Rural Residential District and Agricultural District to Agricultural District and Rural Residential District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.
11. **Amend. Ord. #3184 – Zoning Change – Town of Stiles (Braun) – Planning/Zoning Com**
Motion by Wellens/Kamke to adopt Amend. Ord. #3184 for property owned by Craig Braun in Town of Stiles to change from Forest District to Agricultural District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.
12. **Res. #82 – Approval of Contract with OCEDC for Economic Development and Tourism Services for 2017 and 2018 – Economic Development & Tourism Com**
Motion by Nichols/Linzmeyer to adopt Res. #82, Approval of Contract with OCEDC for Economic Development and Tourism Services for 2017 and 2018. Following an explanation by Paul Ehrfurth, OCEDC Director, and discussion, the motion to adopt carried by a unanimous electronic vote.
13. **Res. #83 – Drilling Two Wells at North Bay Shore Campground (Park 2) – Forest, Parks & Recreation Com**
Motion by Stranz/Zoeller to adopt Res. #83, Drilling Two Wells at North Bay Shore Campground (Park 2). Following an explanation by Dave Borisch, Forestry Foreman, and discussion, the motion to adopt carried by a unanimous electronic vote.
14. **Res. #84 – Approve Inmate Medical Services Agreement with Correctional Healthcare Companies – LE/J Com**
Motion by Beekman/Kroll to adopt Res. #84, Approve Inmate Medical Services Agreement with Correctional Healthcare Companies. Following an explanation by Mike Jansen, Sheriff, and discussion, the motion to adopt carried by a unanimous electronic vote.
15. **Res. #85 – Approval of Law Enforcement Center Jail Mattresses - LE/Judiciary Com and Public Property Com**
Motion by Beekman/Lacourciere to adopt Res. #85, Approval of Law Enforcement Center Jail Mattresses. Following an explanation by Mike Jansen, Sheriff, the motion to adopt carried by a unanimous electronic vote.
16. **Res. #86 – Approve Hiring Highway Welder at Step 7 – Personnel & Wages Com and Highway Com**
Motion by Ragen/Korzeniewski to adopt Res. #86, Approve Hiring Highway Welder at Step 7. Following an explanation by Pat Scanlan, Highway Commissioner, and discussion, the motion to adopt carried by a unanimous electronic vote.

17. **Res. #87 – Approval of Employee Handbook Revisions – Personnel & Wages Com**
Motion by Beekman/Bednarik to adopt Res. #87, Approval of Employee Handbook Revisions. Following an explanation by, Kevin Hamann, Administrative Coordinator, requested a motion to postpone Resolution #87 and #88. Motion by Beekman/Nichols to postpone Res. #87 & #88 until the December 2016 meeting. The motion was voted on and carried.
18. **Res. #88 – Approval of Administrative Manual Revisions – Personnel & Wages Com**
See item #17 – Res. postpone until the December 2016 meeting.
19. **Res. #89 – Report for Denial to Amend the Zoning Map of the Oconto County Zoning Ordinance – P&Z Com**
Motion by Linzmeyer/Christianson to adopt Res. #89, Report for Denial to Amend the Zoning Map of the Oconto County Zoning Ordinance. Following an explanation by Pat Virtues, Zoning Administrator, and discussion, the motion to adopt carried by an electronic vote 27 ayes, 2 nays (Nichols, Lacourciere) and 2 absent.
20. **Res. #90 – Approval Upgrade Oconto County Map Server – Technology Services Com and FP&R/LIS Com**
Motion by Stranz/Bednarik to adopt Res. #90, Approval Upgrade Oconto County Map Server. Following an explanation by Brian Gross, LIS Administrator, the motion to adopt carried by a unanimous electronic vote.
21. **Res. #91 – Approval of Vehicle Lease Agreement – Solid Waste Sub-Com**
Motion by Korzeniewski/Linzmeyer to adopt Res. #91, Approval of Vehicle Lease Agreement. Following an explanation by Pat Virtues, Zoning Administrator, and discussion, the motion to adopt carried by a unanimous electronic vote.
22. **Res. #92 – Approval of Law Enforcement Center Project Change Orders – LE/J Com and Public Property Com**
Motion by Beekman/Grady to adopt Res. #92, Approval of Law Enforcement Center Project Change Orders. Following an explanation by Curt Schleicher, Samuels Group Project Manager and Tim Harman, Samuels Group on-site supervisor, and discussion, the motion to adopt carried by a unanimous electronic vote.
23. **Committee and Departmental Reports:**
 - A. **Report – Appointment – Farnsworth Public Library Services Board (Wusterbarth) – County Board Chair**
Motion by Ballestad/Lacourciere to accept the appointment of Bonnie Wusterbarth, Oconto, to the Farnsworth Public Library Services Board as the School Official representative. Wusterbarth will fill the unexpired term of Jenny Holgrem; term ending July 1, 2017. The motion was voted on and carried.
 - B. **Report – Update on Law Enforcement Center – Law Enforcement/Judiciary Com**
Kevin Hamann, Administrative Coordinator; Curt Schleicher, Samuels Group Project Manager; and Tim Harman, Samuels Group on-site supervisor, presented the Update on New Law Enforcement Center.
 - C. **Report – Oconto County Economic Development Corporation (OCEDC) Update – OCEDC Com**
Supervisor Rose Stellmacher presented the Oconto County Economic Development Corporation Update.
 - D. **Report – Employee Update – October 2016 – Personnel & Wages Com**
Discussion followed Administrative Coordinator, Kevin Hamann's, Employee Update for October 2016.
24. **Announcements/General Information (No Action to be taken)**
 - Happy Birthday to Supervisors Augustine and Sekela!
 - Kevin Noack, Maintenance Engineer, gave an update regarding the water tests.
 - In honor of Veteran's Day tomorrow, Chair Rymer asked all Veterans to stand and be recognized. When you see a Veteran – say thank you!
 - Kim Pytleski, County Clerk, gave an election update for Oconto County. The county had a 67% voter turnout.
25. **Adjournment**
Motion by Wendt/Stellmacher to adjourn. The motion was voted on and carried at 10:20 a.m. The next meeting of the Oconto County Board of Supervisors will be on 12/22/16. Proceedings of County Board meeting may be viewed in its entirety at www.co.oconto.wi.us.

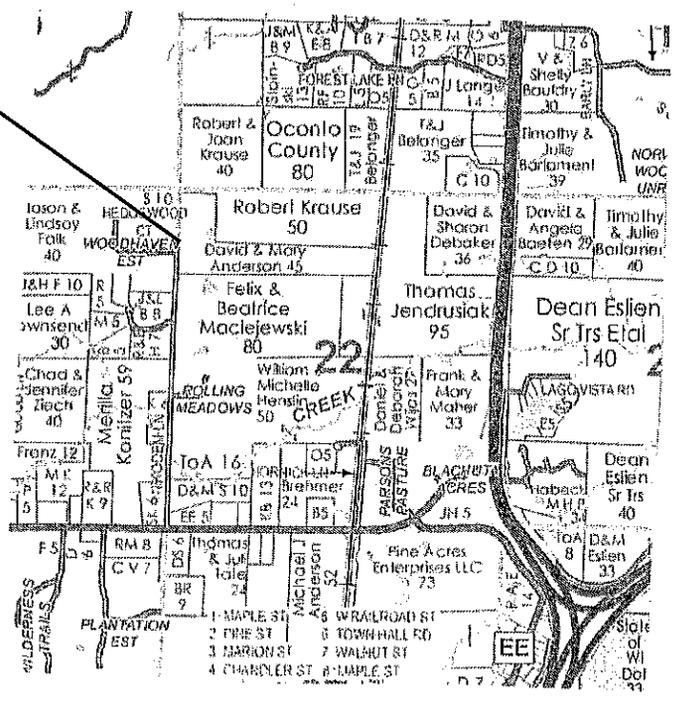
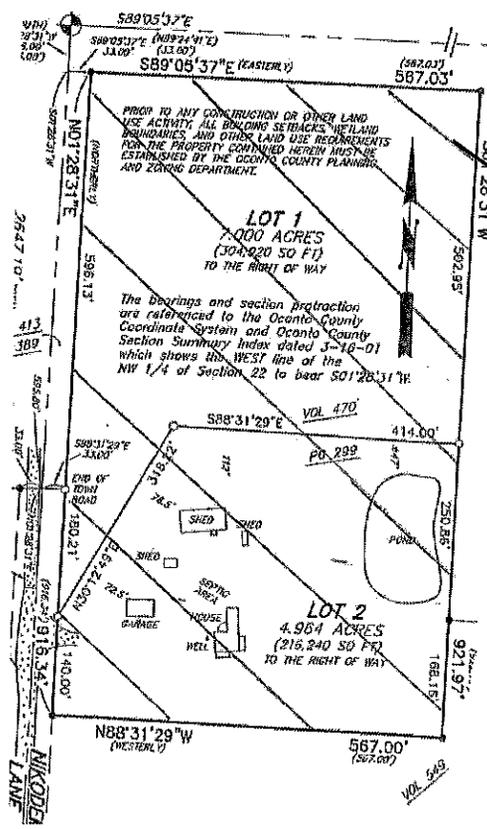
AMENDATORY ORDINANCE (MAP) NO. 3185

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

PROPERTY INFORMATION: Tax Parcel #002-282201122B
 Part of Section 22, T27N, R20E, Town of Abrams
 Existing Zoning: Agricultural and Industrial
 Proposed Zoning: Rural Residential
 PROPERTY OWNER: DAVID AND MARY ANDERSON

FROM AGRICULTURAL DISTRICT AND INDUSTRIAL DISTRICT TO RURAL RESIDENTIAL DISTRICT

Area to be rezoned Rural Residential District



Planning & Zoning/Solid Waste Committee
 Submitted this 22nd day of December, 2016.

- Ron Korzeniewski, Chairman
- Ken Linzmeyer, Vice-Chair
- Darrel Pagel, Secretary
- David Christianson
- Ryan Wendt

Adopted by Vote:

Ayes: _____ Nays: _____ Absent: _____

(8)

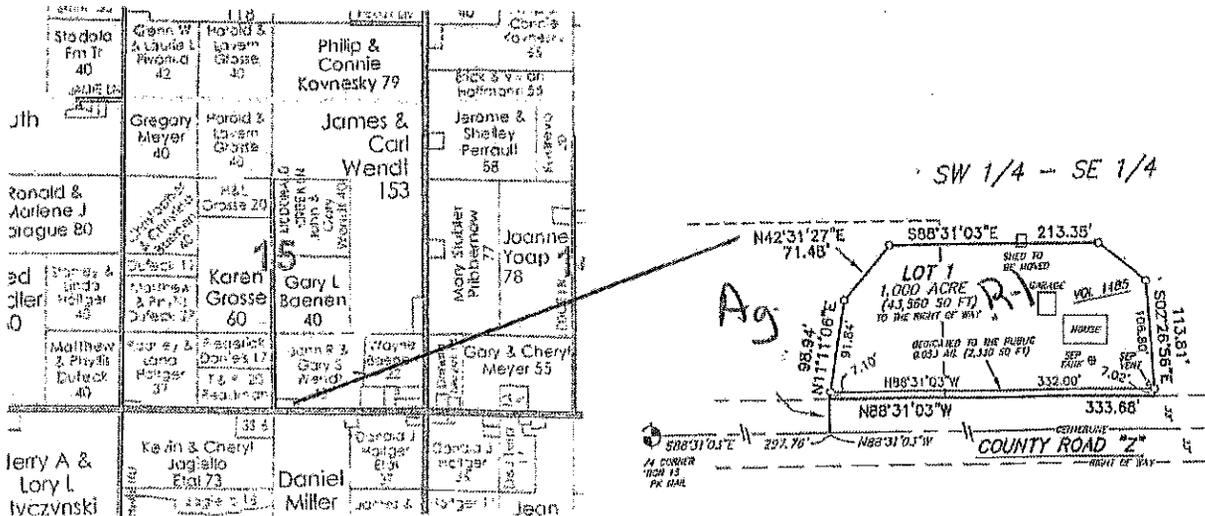
AMENDATORY ORDINANCE (MAP) NO. 3186

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

PROPERTY INFORMATION: Tax Parcel #008-151501743 and 008-151501743A
 Part of Section 15, T30N, R19E, Town of Brazeau
 Existing Zoning: Residential Single Family and Agricultural
 Proposed Zoning: Agricultural and Residential Single Family
 PROPERTY OWNER: JOHN AND GARY WENDT

FROM RESIDENTIAL SINGLE FAMILY DISTRICT AND AGRICULTURAL DISTRICT TO
 AGRICULTURAL DISTRICT AND RESIDENTIAL SINGLE FAMILY DISTRICT

Area to be rezoned Residential Single Family District and Agricultural District



Planning & Zoning/Solid Waste Committee
 Submitted this 22nd day of December, 2016.

- Ron Korzeniewski, Chairman
- Ken Linzmeyer, Vice-Chair
- Darrel Pagel, Secretary
- David Christianson
- Ryan Wendt

Adopted by Vote:

Ayes: _____ Nays: _____ Absent: _____

(9)

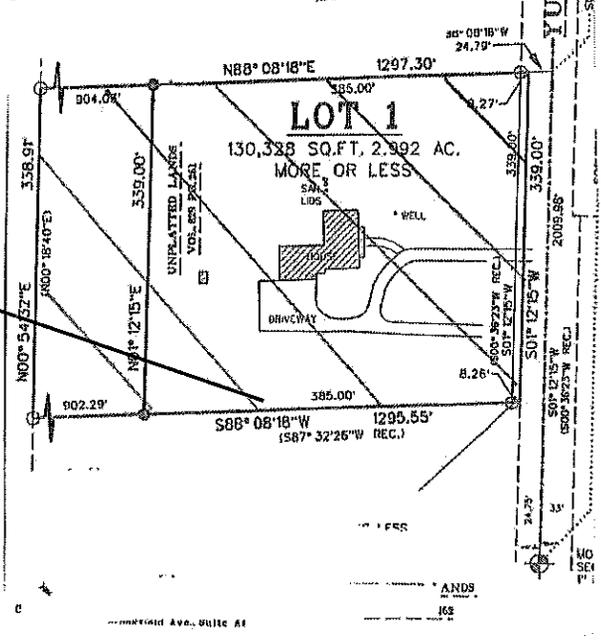
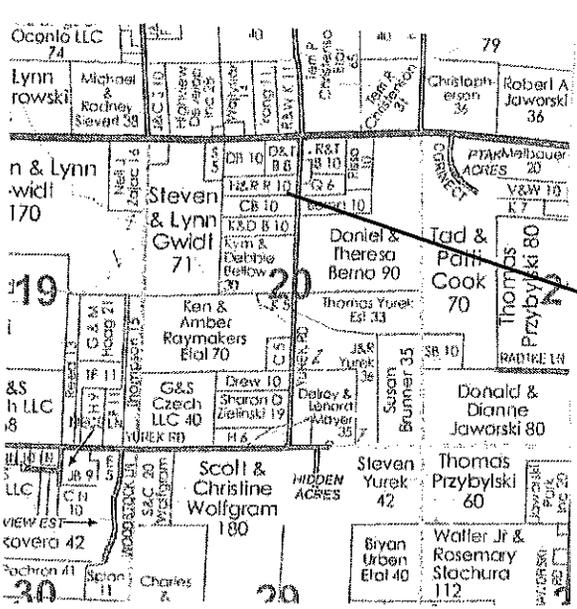
AMENDATORY ORDINANCE (MAP) NO. 3187

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

PROPERTY INFORMATION: Tax Parcel #012-202000821A
Part of Section 20, T26N, R19E, Town of Chase
Existing Zoning: Agricultural
Proposed Zoning: Rural Residential
PROPERTY OWNER: NATHAN REGISTER

FROM AGRICULTURAL DISTRICT TO RURAL RESIDENTIAL DISTRICT

Area to be rezoned Rural Residential District



Planning & Zoning/Solid Waste Committee
Submitted this 22nd day of December, 2016.

- Ron Korzeniewski, Chairman
- Ken Linzmeyer, Vice-Chair
- Darrel Pagel, Secretary
- David Christianson
- Ryan Wendt

Adopted by Vote:

Ayes: _____ Nays: _____ Absent: _____

(10)

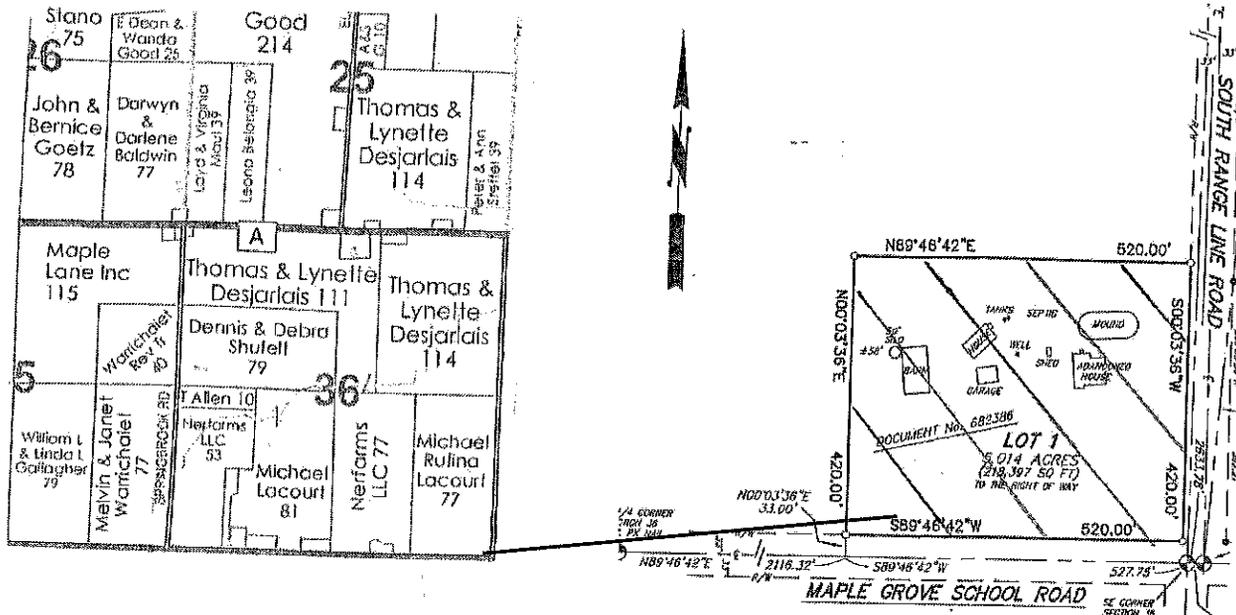
AMENDATORY ORDINANCE (MAP) NO. **3188**

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

PROPERTY INFORMATION: Tax Parcel #022-303602444
 Part of Section 36, T29N, R21E, Town of Little River
 Existing Zoning: Agricultural
 Proposed Zoning: Rural Residential
 PROPERTY OWNER: MICHAEL AND TINA LACOURT

FROM AGRICULTURAL DISTRICT TO RURAL RESIDENTIAL DISTRICT

Area to be rezoned Rural Residential District



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Planning & Zoning/Solid Waste Committee
 Submitted this 22nd day of December, 2016.

Ron Korzeniewski, Chairman
 Ken Linzmeyer, Vice-Chair
 Darrel Pagel, Secretary
 David Christianson
 Ryan Wendt

Adopted by Vote:

Ayes: _____ Nays: _____ Absent: _____

(11)

ORDINANCE # 3189-2016

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

RE: **CHAPTER 9 – COUNTY FORESTRY ORDINANCE**

WHEREAS, the Forestry, Parks, Recreation/Land Information Systems Sub-Committee has reviewed the Chapter 9 – County Forestry Ordinance and recommends the following changes.

NOW, THEREFORE, the Oconto County Board of Supervisors does ordain as follows:

SECTION 1: Chapter 9, of the Oconto County Code of Ordinances is changed to read as follows:

- 9.100 County Forest
- 9.200 Designation of County Forests
- 9.300 Committee Appointment
- 9.400 Responsibilities and Duties of the Committee
- 9.500 County Forest Law Administration
- 9.600 Forest Finances
- 9.700 County Forest Use Regulations
- 9.800 Survey Regulations
- 9.900 Off Road Vehicles Regulated
- 9.1000 Public Land Survey System (PLSS) Remonumentation

9.100 COUNTY FOREST

Introduction: An ordinance prescribing rules and regulations for the administration of county powers and duties as provided in Chapters 26, 28, 19 and 59 of the Wisconsin Statutes, under which the Oconto County Board of Supervisors is granted specific powers relative to the establishment, protection, development and management of county forests to provide sustained yield of forest products for commercial use and the associated benefits of soil and water conservation, scenic values, and fish and game resources, all in cooperation with the Wisconsin Department of Natural Resources.

9.200 DESIGNATION OF COUNTY FORESTS

- (a) Determination is hereby made that for the purpose of proper and complete identification, all County owned forest lands now held and entered under the Wisconsin County Forest Law by Oconto County, or hereafter acquired for forestry purposes and located within the following areas, are established and designated as County Forest, and such lands shall be shown on the official County Forest Map displayed in the County Forestry Office in the Courthouse at Oconto.
- (b) Peshigo Brook Unit: North Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22; NWNW Section 24, W 1/2 Section 26, 27, 28; N 1/2 & SE 1/4 Section 29; N 1/2 Section 30; E 1/2 Section 32; Section 33; all in Township 31N, Range 18E.
~~South W 1/2 Section 1; Section 2, S 1/2 Section 3, Sections 6, 7, 11; W 1/2 Section 12; N 1/2 & SW 1/4 Section 14; NE 1/4 & S 1/2 Section 15; NW 1/4 & S 1/2 Section 16; Sections 17, 18, 19, 20;~~

47 N 1/2 & SW 1/4 Section 21; W 1/2 Section 22; Section 25; S 1/2 Section 26; Section 27; NESW
48 Section 28, N 1/2 of Section 29, N 1/2 & SE Section 30, Sections 34, 35, 36; all in Township 30N
49 Range 18E.

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51 Section 1; E 1/2 & NW 1/4 Section 2; NE 1/4 Section 11; N 1/2 & SE Section 12; S 1/2 Section 13; SE
52 1/4 Section 24; all in Township 30N, Range 17E. SWNW Section 29, Township 30N Range 19E.

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54 (c) South Branch Unit: NE 1/4 & W 1/2 Section 4; Sections 5, 6, 7, 8; NW 1/2 Section 9; W 1/2 Section
55 16; Sections 17, 19, 20, 21; W 1/2 Section 28; Section 29; NE 1/4 Section 30; all in Township 30N,
56 Range 17E.

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58 (d) Bay Shore Unit: W 1/2 Section 13; W 1/2 Sections 14, Section 15, S 1/2 Section 16; SESE Section 21,
59 Sections 22, 23; W 1/2 Section 24; Lot 1 Section 26; NWNE Section 27 all in Township 29N, Range
60 22E.

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62 (e) South S 1/2 Section 34; Sections 35, 36; all in Township 28N, Range 22E; Section 2; N 1/2 Section
63 3; all in Township 27N, Range 21. Section 31 in Township 28N Range 22E.

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65 (f) Machickanee Unit: SE Section 27; Sections 28, 29, 32, 33; all in Township 28N, Range 20E. W 1/2
66 Section 2; Sections 3, 4, 5, 6, 7, 8, 9; N 1/2 & SW 1/4 Section 10; N 1/2 Section 11; W 1/2 Section
67 15; Sections 16, 17, 18; all in Township 27N, Range 20E. SE 1/4 Section 1; NE 1/4 & S 1/2 Section
68 12; Section 13; E 1/2 Section 14; E 1/2 Section 23 & Section 24; all in Township 27N, Range 19E.

69
70 (g) How Unit: Section 35 in Township 29 north Range 17E. SESE Section 10 in Township 28 North
71 Range 17 East.

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73 (h) Intent: It is the intent of the County Board of Supervisors to consolidate County Forest holdings as
74 lands are acquired by the County within the above defined areas and that application to enter such
75 lands under the Wisconsin County Forest Law shall be filed.

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77 **9.300 COMMITTEE APPOINTMENT**

78
79 Assignment: The Oconto County Board of Supervisors hereby assigns the administration of the County
80 Forestry Office to the Committee of this Board known as the Forest, Lands, Parks and Recreation
81 Committee composed of five members, and hereinafter referred to as the Committee.

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83 **9.400 RESPONSIBILITIES AND DUTIES OF THE COMMITTEE**

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85 (a) Work Plan: Annually, at the budget meeting, the committee shall present to the County Board for its
86 consideration, a work plan for the ensuing calendar year together with a detailed recommended
87 budget in form prescribed by the Finance Committee of the County Board. The work plan and
88 budget adopted by the County Board at its meeting shall serve as a directive to the Committee and
89 shall establish the limits as well as the purpose for which expenditures may be made.

90
91 (b) Personnel: The Committee shall direct and supervise the County Forestry Office. Subject to the
92 approval of the County Board, it shall employ a County Forest Administrator as its agent, and such
93 competent personnel as the Board may authorize, to direct, perform and enforce the administrative
94 and management functions of this ordinance. Employment of all permanent personnel other than
95 the County Forest Administrator must be cleared through the Wages and Personnel Committee of
96 the County Board.

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- 98 (c) Offices: Upon approval of the County Board, the Committee shall establish and maintain forest
99 headquarters for office space and the housing of tools, machinery, equipment and supplies needed
100 in conducting forestry operations.
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- 102 (d) Purchases: In conformity with procedures established by the Forest, Lands, Parks, and Recreation
103 Committee of the County Board Rules, the Committee may purchase, acquire, sell, trade or dispose
104 of instruments, tools, equipment and supplies required for the operations of the department. Items
105 costing more than \$5000 cannot be purchased until the same have been referred to the County
106 Board for action. Purchases of any kind not provided for in the budget must receive specific
107 approval of the Finance-Insurance Committee and referred by them to the Board for action.
108
- 109 (e) Acquire Lands: The Committee is hereby empowered to acquire lands within the County Forest
110 boundaries by purchase, gift or bequest, or by exchange of County owned lands outside such
111 boundaries for the purpose of blocking the Forest for better administration or for recreational
112 purposes.
113
- 114 (f) Entry of Lands: Make application for entry under the Wisconsin County Forest Law as lands are
115 acquired within the County Forest boundaries.
116
- 117 (g) Protection: The Committee shall do all things necessary for the protection of the Forest from fire,
118 insects, diseases, trespass or from damage by animals or from other causes, in cooperation with the
119 Department of Natural Resources in all such related matters.
120
- 121 (h) Slash: Regulate the disposal of slash and dispose of all salvaged materials.
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- 123 (i) Surveys: Locate survey lines and appropriately monument corners of County Forest Lands.
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- 125 (j) Roads: Construct, improve and maintain a system of forest roads, trails and fire breaks, and
126 purchase or secure easements for access ways required to cross privately owned lands.
127
- 128 (k) Improvements: Conduct forest improvement work including reforestation, release cutting, thinning,
129 pruning, and weeding by any method including spraying or dusting of chemicals by airplanes and
130 other methods not prohibited by law.
131
- 132 (l) Management Plan: Cooperate with the Department of Natural Resources in the determination of the
133 annual allowable cut by establishment of an intensive County Forest management plan including an
134 inventory of growing stock and increment, acreage control, establishment of cutting compartments
135 and other necessary items for such plan.
136
- 137 (m) Timber Sales: Sell timber stumpage in accordance with a County Forest management plan in
138 cooperation with the Department of Natural Resources.
139
- 140 (n) Recreation Areas: Subject to budget limitations and in accordance with the County Forest
141 Recreation Plan approved by the Board, establish, construct and maintain wherever desirable within
142 the Forest, picnic grounds, waysides, camps and camp-sites, public access roads and boat landings,
143 scenic areas, nature trails, and designate, mark and preserve places of natural or historic interest
144 and significance. Management and regulatory control of all County parks is hereby specifically
145 delegated to said Committee. Highway waysides, except for those on County Forest Lands, are not
146 necessarily included.
147
148

- 149 (o) Fish and Game Management: Cooperate with the Department of Natural Resources on all matters
150 relating to game and fish management within the County Forest on which a Memorandum of
151 Understanding between the County Board and the Wisconsin Department of Natural Resources is in
152 existence.
153
- 154 (p) Research: The Committee is authorized to enter into agreement with the Lakes States Forest
155 Experiment Station and College of Agriculture of the University of Wisconsin with the endorsement of
156 or directly with the Department of Natural Resources for the use of tracts of County Forest Lands,
157 labor, materials and equipment for the conducting of forest research.
158
- 159 (q) Off Forest Projects: Do special forest or recreation development work on other public lands not
160 included in the County Forests, except State and Federal lands, but including such lands as school
161 forests, community forests, county parks, watersheds, reduction of hazards, public highways and
162 similar projects.
163
- 164 (r) Mining and Prospecting: With Board approval and after obtaining Department of Natural Resources
165 approval, the Committee may grant permits to prospect for ore or minerals upon County lands under
166 the jurisdiction of this Committee.
167
- 168 (s) Annual Report: Prepare and present an annual report of its activities to the County Board. The
169 report shall include statistics showing work accomplished and at what cost.
170

171 **9.500 COUNTY FOREST LAW ADMINISTRATION**

172

173 Administration: After the County Forest Law applications for entry have been prepared and approved by the
174 Committee, the County Clerk shall, after verifying County ownership of the listed lands, execute the
175 applications and forward to the Department of Natural Resources within the date limits prescribed by the
176 Department of Natural Resources for each year's applications. Withdrawal of lands entered under the
177 County Forest Law shall be in the manner prescribed by Section 28.11 (11) of the Wisconsin Statutes or any
178 amendment thereof.
179

180 **9.600 FOREST FINANCES**

181

- 182 (a) State-Aid Forestry: All allotments from the State of Wisconsin Department of Natural Resources to
183 Oconto County under Section 28.11 (8)(b) of the Wisconsin Statutes or any amendment thereof, for
184 the purchase, development, preservation and maintenance of the County Forest lands, shall be
185 deposited in the County Forestry Aid Fund. If any lands purchased from said funds are sold, the
186 County shall restore the purchase price to the County Forestry Aid Fund. All unexpended County
187 Forestry Aid Funds shall be non-lapsing.
188
- 189 (b) Revenues: All monies received from the sale of timber stumpage, cut forest products, fees and use
190 permits, sale of building materials, sale of surplus materials and equipment, fire or other damage
191 collections or other revenue received by the Department, except income specified in paragraph 1 of
192 this section, shall be credited to the Forestry Revenue account. All Severance Tax incurred as a
193 result of such sales shall be budgeted and paid as required by statute.
194

195 **9.700 COUNTY FOREST USE REGULATIONS**

196

- 197 (a) Timber Theft: No person shall cut or remove any forest products from any county lands except as
198 noted in Section 9.700(b) and Section 9.700(h) of this Chapter. Whenever forest products are
199 found, known to have been unlawfully severed from County lands, the Sheriff shall on satisfactory

evidence seize such materials pursuant to Section 26.06 of the Wisconsin Statutes or any amendment thereof for use by the county or sold as the Committee may determine.

(1) **Vehicle Owner's Liability.** When any vehicle is involved in a violation of any provision of Sec. 9.700(a), 9.700(h), 9.700(k), 9.700(q), 9.700(dd), 9700.(t), 9.700(y), 9.700(z), 9.900(e), 9.900(g), 9.900(h), and 9.900(i)(1) the owner of said vehicle as shown by the ownership registration of the vehicle supplied by the Wisconsin Department of Transportation, Wisconsin Department of Natural Resources, or a comparable authority of any other State, shall be presumed to have violated the applicable Sections of the Oconto County Code of Ordinances set forth herein. The following are defenses to a violation of this section.

That a report that the vehicle was stolen was given to a traffic officer before the violation occurred or within a reasonable time after the violation occurred.

(2) If the owner of the vehicle provides issuing officer with the name and address of the person operating the vehicle at the time of the violation and the person so named admits operating the vehicle at the time of the violation, then the person operating the vehicle and not the owner shall be charged under this section.

(3) If the vehicle is owned by a lessor of vehicles and at the time of the violation the vehicle was in the possession of the lessee, and the lessor provides an issuing officer with information required, then the lessee not the lessor shall be charged under this section.

(4) If the vehicle is owned by a dealer, and at the time of the violation the vehicle being operated by any person on a trail run, and if the dealer provides the issuing officer with the name, address and operator's license number of the person operating the vehicle, that the person operating the vehicle, and not the dealer, shall be charged under this section.

(b) Commercial Cutting: Commercial cutting shall include all cutting where stumpage is sold under contract in which the primary objective of the cutting is the marketing of timber products, including logs, ties, poles, posts, pulpwood, piling, Christmas Trees and boughs, or other forest products.

(c) Proposed Timber Sales: Timber sales shall be submitted to the Committee by the County Forest Administrator after all provisions relating to forestry practice have been endorsed by the District Forester of the Department of Natural Resources.

(d) Contract Specifications: For each cutting operation pertaining to payment and financial responsibility of the bidder shall be determined by the committee.

(e) Payment: Payment for forest products shall be made 30 days after billing. Failure to make payment within 90 days will result in cancellation of the timber contract.

(f) Cultural Cutting: Cultural cutting shall include thinning, release cutting, sanitation cutting and improvement cuttings to remove trees of inferior species, form or condition for the purpose of stand improvement. All cultural cutting on County Forest Land shall require approval of the committee. Materials cut in such operations by county crews must be used by the Forestry Office or given to other county agencies for their use, or sold, as the Committee may determine. When sold to other public agencies, the latter shall pay to the county a sum equal to the prevailing stumpage rate.

(g) Salvage Cuttings: Cultural cuttings shall include the cutting of timber damaged by fire, storm, insects, disease or flooding. Salvage cutting shall be done under the procedure specified for cultural

- 251 cutting or for commercial cutting, as the Committee may decide.
252
- 253 (h) Firewood: No person shall cut/remove any firewood without first obtaining a Firewood permit from
254 the administrator.
255
- 256 (i) Regulation:
257
- 258 (1) Only slash or down wood not suitable for pulpwood or logs may be cut. No cutting of wood
259 decked will be permitted.
260
- 261 (2) Permittee shall not sell any of the wood obtained by the use of this permit.
262
- 263 (3) Only County residents or land owners are eligible to obtain a permit.
264
- 265 (4) Only the permittee is allowed use of the permit. The permit is non-assignable and can be
266 revoked for any reason.
267
- 268 (j) Road Construction: No roads shall be constructed on or across County Forest Land without first
269 receiving a permit from the Forest Administrator.
270
- 271 (k) Closing Roads: No person except forestry department personnel shall close obstruct, or make
272 inaccessible any county forest road, trail or path.
273
- 274 (l) Hunting Scaffolds, Ground Blinds and Cutting Lanes:
275
- 276 (1) Elevated Scaffolds. It shall be unlawful to construct, occupy or use any elevated scaffold or
277 other elevated devise, except that are portable provided they are completely removed each
278 day at the close of hunting hours or ½ hour after dusk and provided such devices do no
279 damage to trees in which they are placed. Portable elevated stands that have the owner's
280 name and the owner's Wisconsin DNR Customer ID number attached in a manner that is
281 visible and legible to a person on the ground will be allowed up (overnight and/or
282 unoccupied) from September 1 to close of the late archery deer season. The use of nails,
283 screws, lag screws, screw-in-steps, or tree damaging devices are prohibited.
284
- 285 (2) Ground Blinds. It shall be unlawful to construct, occupy, or use a ground blind for any
286 purpose that is not built from existing natural ground debris. No materials may be brought in
287 or existing vegetation (brush and trees) cut. After purpose ends (example - hunting season
288 ends), blinds must be dismantled and not reassembled until one (1) month prior to purpose
289 begins (example - one (1) month prior to hunting season).
290
- 291 (3) Cutting Lanes. No person shall occupy or use a ground blind or hunting scaffold where
292 unlawful cutting of brush or trees has occurred within the past 12 months to aid in shooting
293 or seeing distances.
294
- 295 (m) Damage: It shall be unlawful to put nails, spikes, screws, bolts, staples or other similar items on or
296 into trees or any natural growth on any county property, except as authorized by the committee or its
297 agents by written permits, contract, or policy.
298
- 299 (n) Butler Rock Lookout: This area is closed to motor vehicles, camping and hunting. No person shall
300 drive beyond the posted parking areas designated for this area. No intoxicating beverages or drugs
301 will be permitted within the Butler Rock Lookout area.

- 302 (o) Ranch Lake: No camping will be permitted in the Ranch Lake beach area.
303
- 304 (p) Abandoned Vehicles and Personal Property: No person shall leave any vehicle, motor vehicle,
305 trailer, semi-trailer, mobile home, camper or personal property unattended without prior committee
306 authority for more than 48 hours.
307
- 308 (q) Vehicular Access: No person shall drive any vehicle (unless authorized by Committee) in areas
309 closed to vehicular traffic by gate, notice, obstacle.
310
- 311 (r) Signs: No Person shall place any sign of any type except those authorized by the Forest
312 administrator. Any signs placed contrary to this section will be removed immediately by the forestry
313 department. They will be held for thirty days and can be claimed by the owner within this time period.
314
- 315 (s) Concessions: No person shall establish any type of concession either on the County Forest property
316 or using the County Forest property without first obtaining a Special use permit from the Forest
317 Administrator.
318
- 319 (t) Camping: Except in designated County Forest Recreation Areas, No overnight camping including
320 tents, trailers, cars and trucks, portable hunting and fishing cabins will be permitted, without first
321 obtaining a permit from the Forest Administrator, Any camper or campers who violate the rules and
322 regulations of this Chapter, including cutting or defacing timber, carelessness with fire. Violation of
323 game and fishing laws of the State, or improper disposal of garbage and litter shall be subject to
324 ejection from the County Forest and subject to the penalties provided by this Chapter, Chapter 10
325 and State Laws.
326
- 327 (u) Fire: No person shall set, light or allow to burn any open fire except by campers with a lawfully
328 obtained camping permit. During periods of high fire danger use of campfires may be further
329 restricted. Use of fire for forestry management purposes by department staff is not restricted by this
330 section.
331
- 332 (v) Horses: It shall be unlawful to ride, walk or stable any horse on any lands except established bridle
333 trails or public roads.
334
- 335 (w) Fees For Trail Rides: It shall be unlawful for anyone except the Committee to charge a fee to use a
336 trail established on county forest land other than the prevailing fee for the rent of animal and
337 equipment,
338
- 339 (x) Trail Rides: It shall be unlawful for anyone to conduct "trail rides" or establish bridle trails without first
340 obtaining a permit from the committee or their agent.
341
- 342 (y) Trash/Litter: The dumping/leaving of rubbish, debris, dirt, stone, wild and domestic animal carcasses,
343 or any other materials shall be prohibited on all County Forest Lands. Visitors including berry
344 pickers, hunters, fishermen, tourists and all others who visit the County Forests are forbidden to
345 leave litter anywhere in the forests or in its lakes or streams.
346
- 347 (z) County Property: It shall be unlawful for any person to destroy, molest, deface, remove or attempt to
348 remove any natural growth or natural or archaeological feature, or any county property; to enter to be
349 in any building, installation or area that may be locked or closed to public use or contrary to posted
350 notice without written permit from the committee. The picking of edible fruits or nuts or wild
351 asparagus is permitted.
352

- 353 (aa) Prospecting: It shall be unlawful to explore or prospect on county owned lands without written
354 permit.
355
- 356 (bb) Indian Mounds: Indian Mounds shall be closed areas.
357
- 358 (cc) Firearms: It shall be unlawful for any person (except law enforcement officials) to discharge any
359 firearm as defined in Sec. 939.22, dangerous weapon/or 167.31(1)(c), Wis. Stats., on any county
360 forest property in the Townships of Morgan or Abrams unless actively engaged in hunting during a
361 legal season as defined by the Wisconsin Department of Natural Resources or at a designated
362 shooting/target range authorized by the Oconto County Board of Supervisors.
363
- 364 (dd) Oconto County-Machickanee Forest Shooting Range:
365 NWSE, SWNE, Section 24, T27N R19E
366 Town of Morgan, Oconto County, Wisconsin
367
- 368 (1) Violation. No person shall discharge/possess any firearm at the Oconto County-
369 Machickanee Forest Shooting Range contrary to the provisions of this Ordinance. Users of
370 the range under the age of 18 must have a hunter safety certificate, be accompanied by
371 their legal guardian, or be enrolled and supervised by their hunter safety instructor.
372
- 373 (2) Use. Persons in the Oconto County-Machickanee Forest Shooting Range shall comply with
374 the following rules and regulations:
375
- 376 a. All Federal, State and Local firearm laws must be obeyed.
377 b. Oconto County-Machickanee Forest Shooting Range will be open to the public –
378 Thursday – Saturday 8:00 AM – 4:00 PM and Sunday 10:00 AM – 2:00 PM and as
379 posted for special use. Range will be closed January 1st – March 15th, from sunrise
380 to sunset all year.
- 381 cb. Fully automatic weapons are prohibited.
382 cd. Armor piercing-Teflon coated, tracers or incendiary ammunition is prohibited.
383 ed. Archery shooting is prohibited.
384 fe. Skeet or clay shooting is prohibited.
385 gf. Possession/consumption of malt, fermented or alcoholic beverages and illegal or
386 prescribed drugs are prohibited within the area maintained as the shooting on-range
387 site.
- 388 hg. Any person under the influence of alcoholic or illegal drugs is prohibited from the
389 range site.
390 ih. Unsafe acts, loud music, and horseplay prohibited.
391 ji. All firearms are to be fired at backstops only, not into any berm.
392 kj. Glass, plastic, clay, explosive or metal targets prohibited. Only paper targets
393 specifically designed for sighting in firearms are allowed.
394 lk. Users must remove all refuse and debris, including all shell casings, live
395 ammunition, targets and materials brought to the range –from the range when
396 finished.
- 397 ml. Whenever a person is down range from sighting benches, all individuals in the
398 range shall cease firing, unload and break open the action of all firearms.
399 nm. Shooting shall be limited to ½ hr. per person whenever there are other users
400 waiting.
401 on. Special scheduled events may only be requested by an organized group (e.g. –
402 Sportsman Club, Safety Classes and Law Enforcement).
403

1. These events will require a special use permit approved by the

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Oconto County Forest, Parks, & Recreation Committee.

- 2. These events will be subject to condition and fee of the special use permit.
- 3. Hunter ~~Education Safety Program~~ Courses and youth shooting events may be exempt from fee upon committee approval.

- pe. Range may be closed to general public during special events as defined in ~~9.730(xiv)~~ 9.700(dd)(2)o.
- gp. All pets are prohibited.
- rq. No person shall take, catch, kill, hunt, trap, pursue or otherwise capture any wild animals or birds in the Oconto County-Machickanee Forest Shooting Range.
- sf. No overnight camping or parking permitted.
- ts. No motorized vehicles (except authorized) beyond parking area.
- ut. Any person using the range shall follow all lawful orders given by persons in charge of the shooting range.
- vu. Users Hand-guns prohibited for users under the age of 18 must be accompanied by an adult unless the person is at least 16 years of age and in possession of a valid hunter education certificate of accomplishment under s. 29.591, Statutes.

(3) Fee. There is hereby established a shooting range user fee for the Oconto County-Machickanee Forest Shooting Range, NWSE, SWNE, Section 24, T27N, R19E, Town of Morgan, Oconto County, Wisconsin, as set forth herein.

- a. The user fees shall be placed in a non-lapsing account designated for maintenance and enforcement of the shooting range only.
- b. The fee shall be established by the Forest, Parks, and Recreation Committee and reviewed every year. Fee shall have a daily, annual component, and special use component compact. Effective ~~November October-1, 2016~~03, (if range is officially open).

1. County Resident

- a. Daily \$53.00
- b. Seasonal \$420.00
- c. and Family (3-4 parents and minor children living together in a household) \$75.00~~40~~
- d. and Special Use \$150~~75.00 (\$25.00 deposit)~~

2. Non-County Resident

- a. Daily \$10.00
- b. Seasonal \$65.00
- c. Family (parents and minor children living together in a household) \$100.00

- c. The fee must be paid prior to shooting/setting up and placed in tube.
- d. It shall be unlawful for any person to possess or discharge a firearm at the range without prior payment of fee.
- e. The fee is per person and receipt/seasonal pass shall be displayed on shooting bench by the person while using range.
- f. Oconto County Law Enforcement Personnel and Wisconsin Department of Natural Resource Wardens are exempt from user fee, and from 9.700(dd)(3) and 9.700(dd)(4) when acting in their official capacity.

- 455 (4) Penalty. Any person violating this ordinance is subject to the following penalties:
 456
 457 a. For the first violation, a forfeiture of \$1050.00 together with the costs of prosecution.
 458 b. For the second violation committed within 12 months of a previous violation, a
 459 forfeiture of \$2400.00 together with the costs of prosecution.
 460 c. For a third or subsequent violation committed within 12 months of 2 previous
 461 violations, a forfeiture of \$3200.00 together with the costs of prosecution, and, in
 462 addition, be prohibited from using the Oconto County-Machickanee Forest Shooting
 463 Range for a period of two (2) years.
 464 d. Any person failing to pay the required forfeiture and costs of prosecution shall be
 465 imprisoned in the Oconto County Jail until said forfeiture and costs are paid but not
 466 to exceed 90 days.
 467 *(Amended 12/22/16)*
 468

469 (ee) Feeding Deer Prohibited. Authority. This section of the Code is adopted under the authority of
 470 §29.336, Wis. Stats., and NR 19.60, Wis. Admin. Code and shall be effective November 1, 2016.
 471

- 472 (1) Deer baiting and feeding is prohibited in all of Oconto County.
 473
 474 (2) Any person violating this ordinance is subject to the following penalties:
 475
 476 a. For the first violation, a forfeiture of not less than \$250.00 nor more than \$500.00,
 477 together with the costs of prosecution.
 478
 479 b. For the second violation within 12 months of a previous violation, a forfeiture of not
 480 less than \$500.00, together with the costs of prosecution.
 481 *(Created 12/22/16)*
 482

483 **9.800 SURVEY REGULATIONS**
 484

- 485 (a) Survey Monuments: It shall be unlawful to remove cover, bury, destroy or deface any survey
 486 monument, corner post, monument accessory, witness tree, bearing tree, or survey accessory on
 487 any lands within Oconto County, without following the provisions of Chapter 59.635, Wisconsin
 488 Statutes.
 489
 490 (b) Filing of Survey: A correct and true copy of all surveys for individuals or corporations performed by
 491 any land surveyor of land in Oconto County must be filed in the office of the Oconto County Surveyor
 492 within 60 days after completion of the survey.
 493

494 **9.900 OFF-ALL-TERRAIN ROAD VEHICLES REGULATED** *(Amended 12/22/16)*
 495

- 496 (a) State Statutes Adopted: Section 23.33, Wis. Stats., and any future amendments thereto is hereby
 497 adopted by reference and made a part of this ordinance as if fully set forth herein.
 498
 499 Wisconsin Administrative Code Adopted. NR 64, Wis. Admin. Code and any future amendments
 500 thereto is hereby adopted by reference and made a part of this ordinance as if fully set forth herein.
 501
 502 (b) Permitted Use of County Forest Roads: The Forest, Parks, Recreation/Land Information Systems
 503 Sub-Committee may designate County forest roads for use as all-terrain vehicle routes by
 504 designating such roads with State approved all-terrain vehicle signs.
 505

- 506 (c) Permitted Use On Trails: The Forest, Parks, Recreation/Land Information Systems Sub-Committee
507 may designate corridors through land which it owns or controls or for which it obtains leases,
508 easements or permission for use as all-terrain vehicle trails by marking such trails with State
509 approved all-terrain vehicle signs.
510
- 511 (d) Permitted Use of Vehicles: Emergency Law Enforcement, Forestry and Parks vehicles are permitted
512 to use all-terrain vehicle trails at all time. An all-terrain vehicle or similar means of conveyance may
513 be used by disabled persons as a mode of personal conveyance by written permits obtained from
514 the Forest, Parks, Recreation/Land Information Systems Sub-Committee or its designee.
515
- 516 (e) Restricted Use of All-Terrain Vehicles: No person shall operate an all-terrain vehicle on any County
517 managed lands, highways, or trails that have not been designated as all-terrain vehicle areas, routes
518 or trails by the Forest, Parks, Recreation/Land Information Systems Sub-Committee. The use of all-
519 terrain vehicles may be restricted or prohibited during certain periods of the year by the Forest,
520 Parks, Recreation/Land Information Systems Sub-Committee. No person shall drive an all-terrain
521 vehicle on any lands, highway or trail under supervision, management or control of the Forest, Parks,
522 Recreation/Land Information Systems Sub-Committee during these closed periods. The trails will be
523 open from May 1 to October 31, as posted or published.
524
- 525 (f) Sign Vandalism: No person shall deface, destroy, remove or possess any all-terrain vehicle sign
526 posted on an approved all-terrain vehicle trail.
527
- 528 (g) Restricted Use For All-Terrain Vehicle Trails: No person shall operate any motor vehicle including
529 but not limited to automobiles, trucks, off-road vehicles, dune buggies, mini bikes, dirt bikes, or
530 unregistered all-terrain vehicles on any approved all-terrain vehicle trail, except for forest harvesting
531 activities and for approved trail management activities. This subsection does not apply to registered
532 all-terrain vehicles (ATV's).
533
- 534 (h) Obstruction of Trail: No person shall park any vehicle or place any obstruction in or on the groomed
535 portion of any approved all-terrain trail.
536
- 537 (i) Environmental Protection: All-terrain vehicles shall not be permitted to be operated in deer yards,
538 new plantations, low land, blow sand area, or other environmentally protected areas as designated
539 by the Wisconsin Department of Natural Resources or the County.
540
- 541 (1) Rate of Speed. The operator of an all-terrain vehicle shall slow his or her vehicle to a speed
542 not to exceed 10 miles per hour and yield the right-of-way when traveling within 100 feet of a
543 person who is not on an all-terrain vehicle, a snowmobile, or a motorcycle except as
544 provided under ch. 346, Stats., where applicable.
545
- 546 (2) Speed Limits. The operator of an all-terrain vehicle shall not exceed the following speed
547 limits in designated areas on the Oconto County Recreational Trail as posted:
548
- 549 (3) Township of Mountain (T31N-R16E) Sec. 26 from intersection of Recreational Trail and W.
550 Shore Heights Lane to intersection of Recreation Trail and Kingston Road. Speed limit 10
551 mph.
552
- 553 (4) Township of Mountain (T31N-R16E) Sec. 10 & 11, from intersection of Church oad North to
554 Sparky's Road. Speed limit 10 mph.
555
- 556 (5) Township of Riverview (T32N-R16E) starting in SWNE Sec. 9 where Thelen Road right-of-

- 557 way is adjacent to recreation trail right-of-way North to the intersection of Paya Lake Road,
 558 speed limit 15 mph. From Paya Lake Road North to Township line-speed limit 10 mph.
 559
- 560 (6) Township of Lakewood (T33N-R16E) all trails in Section 30, 31, 32, 33 – speed limit 10
 561 mph.
 562
- 563 (7) Township of Townsend (T33N-R16E) all of trail in Sec. 23. Speed limit 10 mph. All trails in
 564 Sections 10, 14, 15 (T33N-R16E) – speed limit 25 mph.
 565
- 566 (8) Village limits of Suring, - Nicolet State Recreational Trail – speed limit 10 mph.
 567
- 568 (9) Township of Riverview (T32N R16E), all of Nicolet State Trail in Section 21 – speed limit 10
 569 mph.
 570
- 571 (j) Persons with Disabilities: An all-terrain vehicle may be used as a mode of conveyance by disabled
 572 persons holding a Wis. Stats. 29.193(1m), (2), (3), (3m) and (5), Class A and Class C permit and a
 573 written permit from the Forest, Parks, Recreation/Land Information Systems Sub-Committee or its
 574 designee.
 575
- 576 (k) Duty of Enforcement: Those employees of the County Forestry and Parks Department specifically
 577 designated by the Forest, Parks, Recreation/Land Information Systems Sub-Committee as well as
 578 the Oconto County Sheriff's Department are authorized to enforce this ordinance.
 579
- 580 (l) Penalty: The penalty for violation of any provision of this ordinance shall be a forfeiture as
 581 hereinafter provided along with costs and penalty assessments. Any person failing to pay said
 582 forfeiture shall be imprisoned in the Oconto County Jail for a period of not to exceed 60 days.
 583
- 584 (1) State forfeiture statutes. Forfeitures for violation of Sec. 23.33, Wis. Stats., shall conform to
 585 the forfeiture permitted to be imposed for violations of the statutes adopted by reference
 586 including any variations or increases for subsequent offenses.
 587
- 588 (2) State fine statutes. The forfeiture for violation of any statute adopted by reference hereunder
 589 for which the penalty is a fine or imprisonment shall not exceed the maximum fine permitted
 590 under such statute.
 591
- 592 (3) Local regulations. Except as otherwise provided, any person found guilty of violating the
 593 provisions of this ordinance shall pay a forfeiture of not less than \$50.00 nor more than
 594 \$500.00.
 595

596 **9.1000 PUBLIC LAND SURVEY SYSTEM (PLSS) REMONUMENTATION**
 597

- 598 (a) Statutory Authorization: This ordinance is adopted pursuant to the provisions of Chapter 59 of the
 599 Wisconsin Statutes and AE-7 Wisconsin Administrative Code.
 600
- 601 (b) Intent:
 602
- 603 (1) The intent of the Oconto County Corner Restoration Program is to accomplish the
 604 remonumentation and referencing of corner locations which were established during the
 605 original Public Land Survey in the 1840's as required by State Statutes and to file the
 606 information with the County Surveyor so that the corner information and location is not lost
 607 as required by State Statutes.

- 608 (2) To preserve these positions that reference and convey ownership to assist Oconto County's
609 Land Records program and to add control to the ongoing GIS (Geographic Information
610 System) development within Oconto County.
611
612 (3) In order to carry out this intent, Oconto County will pay licensed land surveyors for setting
613 and/or referencing a monument at the location of section, quarter, and meander corners and
614 preparing a U.S. Public Land Survey Monument Record Form.
615
616 (4) The intent of the Oconto County map filing is to maintain a procedure of filing land survey
617 maps.
618
619 (5) The intent of the Land Information Data section is to have a set order for obtaining
620 information and fees pertaining to data.
621

622 (c) Requirements:

- 623
624 (1) Licensed land surveyors are required to prepare a County approved U.S. Public Land
625 Survey Monument Record form satisfying the requirements of Section AE 7.08, Wis. Adm.
626 Code. The form must contain detailed information which supports the location of the original
627 government corner. The form will be filed in the Office of the County Surveyor.
628
629 (2) In the case where the U.S. Public Land Survey Monument Record form is prepared for a
630 corner and the County requirements are not met, but the form meets the requirements of
631 Chapter AE 7.08, Wis. Adm. Code, the form must still be filed in the Office of the County
632 Surveyor, but payment will not be made by the County.
633
634 (3) Center quarter corner will require monumentation and filing of a corner certificate if the
635 corner positioned is other than by straight line intersection of opposite quarter corners. The
636 certificate will show the history of the corner and the relationship of opposite quarter corners
637 with the reasoning for its position. It will follow all procedures as outlined herein.
638
639 (4) To be eligible for payment, the land surveyor doing the remonumentation work is required to
640 file a Request for Monumentation Form with the County Surveyor as set forth by the County
641 and to assume all responsibility and liability for the remonumentation work and, as a matter
642 of courtesy, notify landowners, and local governing bodies, as needed, of the work being
643 performed.
644
645 (5) The County will pay for restoring section, quarter and meander corners, and special corners
646 where applicable under the conditions established by the County.
647
648 (6) This program will not apply to corners which already have a complete AE 7.08, Wis. Adm.
649 Code, monument record on file in the County Surveyor's Office unless prior arrangements
650 have been made through the County Surveyor's Office.
651

652 (d) Review Meetings:

- 653
654 (1) Review meetings will be held each month or as called by the County Surveyor.
655
656 (2) The County Surveyor will chair this meeting.
657
658

- 659 (3) The purpose of this meeting will be to review the data, history, witnesses, etc., of the
660 monument records each firm proposes to file.
661
662 (4) Each participating firm must send a responsible representative (must be RLS) to at least
663 two-thirds (2/3) of the prior meetings in order to be eligible for reimbursement for monument
664 records the firm will file.
665
666 (5) At the review meeting, the peer group of surveyors will determine if there is a conflict in
667 location of each corner thus considered and, if so, the group will attempt to resolve the
668 conflict, based on the information provided. If one-third (1/3) of the votes cast on a
669 proposed monument record are negative, that will constitute a conflict that may be resolved
670 by further discussion or evidence at the next scheduled meeting.
671

672 (e) Monumentation:

- 673 (1) The monument and witness ties will be provided and distributed by Oconto County and shall
674 be stamped by the private surveying firm for corner identification.
675
676 (2) Surveyors shall set an Oconto County monument, in a road at the corner location, if possible
677 to do so, or to set at the corner location an iron pipe, iron bar or a substantial metal spike
678 such that it will not be easily disturbed.
679
680 (3) Surveyors shall set an Oconto County monument, in areas not located in roads, at the
681 corner location.
682
683 (4) If it is impractical to meet the conditions of Subsections (b) and (c) above, the County
684 Surveyor should be consulted to see if an alternative method of monumentation can be
685 achieved to the satisfaction of the County.
686
687 (5) In lieu of using the irons provided by the County, witness ties may be a one (1) inch by
688 twenty-four (24) inch iron pipe of minimum weight of 1.13#/lineal foot or equivalent provided
689 by the private survey firm. Witness ties shall be placed flush or below ground level.
690
691 (6) A sign post provided by the County shall be placed near every corner witnessed. In areas
692 outside of roadways, the sign will be one (1) foot north of monument when possible. In
693 roadway areas, the sign will be placed on or near the right-of-way line at right angles to the
694 road centerline, if possible.
695
696 (7) Whenever possible, ties should be placed approximately one (1) foot in front of blazed
697 bearing trees or other identifiable non-ferrous objects. The blaze marks will be both near
698 ground level and chest height and painted.
699
700 (8) All the above shall be done in such a manner as to not interfere or put at risk any corner or
701 accessory that could be damaged by any maintenance such as highway and utilities and not
702 cause aesthetic damage to any private interest.
703
704 (9) Oconto County shall use as a guide all applicable State Statutes, Administrative Code, Legal
705 Opinion and Manual of Instruction 1973 in the determination of said corners.
706
707
708
709

- 710 (f) Excavation:
711
712 (1) Excavation will be requested, approved, and coordinated through the County Surveyor's
713 Office. Notification to Diggers Hot Line and the appropriate governmental agencies will be
714 the responsibility of the private surveying firm.
715 (2) Where it is determined to be necessary, all corner locations in roadways will be excavated
716 for subsurface evidence if there is no documentation relating the existing corner to the
717 original government corner and there is no record of a previous excavation.
718
719 (3) The private survey firm will be directly responsible for making arrangements and supervising
720 the excavation.
721
722 (4) Oconto County will provide for all excavation (where applicable).
723
724 (5) Bituminous patching material will be provided by Oconto County, where applicable.
725
726 (6) The Oconto County Highway Department will excavate and repair pavement damaged by
727 excavation on County roads only.
728
729 (g) U.S. Public Land Survey Monument Record:
730
731 (1) History of the original corner establishment and subsequent restorations shall be
732 documented. Include date and name of surveyor in the documentation.
733
734 (2) Occupational, testimonial, or other evidence considered shall be noted.
735
736 (3) Surveyors shall prepare a scaled plan view, mechanically drafted tie sheet (provided by
737 County), that is legible and showing any geographical information that would assist in
738 locating the corner.
739
740 (4) All ties shall include the distances and bearings that the witness monuments bear from the
741 landmark and also the distance from each witness monument to each adjacent witness
742 monument; a minimum of eight (8) distances and four (4) bearings having an identifiable
743 bearing reference.
744
745 (5) The location sketch shall be drawn to an appropriate scale noted on the drawing and
746 oriented with North to the top of the sheet.
747
748 (h) Reimbursement:
749
750 (1) To be eligible to participate in the Oconto County reimbursement program, the private
751 surveying firm must be free of any existing violations that relate to any surveying practice
752 within the Wisconsin Administrative Codes, State Statutes, or Oconto County Ordinances.
753
754 (2) After a monument record has been filed in the County Surveyor's Office in compliance with
755 the procedure outlined above, the County Surveyor will recommend approval to the Forests,
756 Parks, Recreation/Land Information Systems Subcommittee for payment (reimbursement is
757 limited to specific budgeted amounts).
758
759 (3) Oconto County will pay for providing a revised corner certificate for each PLSS corner that
760 has been in some way made inaccessible (with special exceptions made to the credibility of

- 761 the corner).
- 762
- 763 (4) Oconto County will pay for establishing a PLSS corner that has no history of perpetuation
- 764 prior to 1972. Fees for Subsection (3) and (4) will be determined by the Forests, Parks,
- 765 Recreation/Land Information Systems Subcommittee.
- 766 (5) Government agencies, their subcontractors, or employees that in the normal course of their
- 767 activities are engaged in land surveying, land corner restorations or land corner perpetuation
- 768 are excluded from receiving materials or payment from Oconto County for corner
- 769 restoration.
- 770
- 771 (6) Prior to reimbursement a copy of the client's bill shall be submitted to the Forest, Parks,
- 772 Recreation/Land Information Systems Subcommittee and shown on the clients bill as
- 773 "amount to be received by Surveyor from Oconto County Land Information Systems Division
- 774 for filing U.S. Public Land Survey Monument Record" and will note the number of Monument
- 775 Records filed and the total of payments to be received from the County.
- 776

777 (i) Miscellaneous Provisions:

- 778
- 779 (1) Each company is responsible for normal safety precautions and traffic control at the survey
- 780 site.
- 781
- 782 (2) Monies appropriated for corner remonumentation, but not spent due to seasonal weather
- 783 limitations or other factors shall be available for restoration work at a later date. The
- 784 account shall be closed to a non-lapsing account.
- 785
- 786 (3) The County surveyor shall have authority to check the work of private companies to make
- 787 sure all above procedures are being carried out properly, and to rule on areas of
- 788 interpretation of the above procedures not specified herein.
- 789
- 790 (4) Oconto County Land Information Systems Division will not be responsible for researching
- 791 and copying information for professionals groups or organizations, but will aid and assist in
- 792 obtaining the requested materials within reason.
- 793

794 (j) Map Filing:

- 795
- 796 (1) Maps of Survey preservation of landmark forms received from the Wisconsin Department of
- 797 Transportation or other survey maps submitted to the Oconto County Land Information
- 798 division for filing will be filed according to the procedures listed below.
- 799
- 800 (2) Maps will be separated and filed by size.
- 801
- 802 (3) All attempts shall be made to provide County officials with standard size media not
- 803 exceeding thirty-six (36) by forty-two (42) inches sheet size.
- 804
- 805 (4) The map will be stamped and given a file number to identify it.
- 806
- 807 (5) The data will be entered into a computer index for the section, township, and range in which
- 808 the survey is located.
- 809

810 Town _____ Range _____ Section _____

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Quarter _____ Quarter/Quarter _____
or Govt. Lot _____

Type of Survey _____

Description _____

Volume _____ Page _____ (if applicable)

Reg. No. _____

Surveyor (last) _____
(first) _____
Date of Survey _____

Map File _____ Map No. _____

- (6) All data will be kept in a bound hard copy form.
- (7) The maps filed will be microfilmed on a yearly basis for security purposes.
- (8) Fee Schedule. Fees for obtaining information will be determined by the Forest, Parks, Recreation/Land Information Systems Subcommittee in accordance with the Wisconsin Statutes.
- (9) Survey Regulations.
 - a. Survey Monuments. It shall be unlawful to remove, cover, bury, destroy, or deface any survey monument, corner post, monument accessory, witness tree, bearing tree, or survey accessory on any lands within Oconto County, without following the provisions of Chapter 59.635, Wis. Stats.
 - b. Filing of Survey. A Correct and true copy of any survey for individuals or corporations performed by a registered land surveyor, that has any effect on the land within or abutting Oconto County, shall be filed in the Office of the Oconto County Surveyor within sixty (60) days after completion of the survey.
 - c. Any contractor, business, or persons that may perform projects that put any survey marker at risk must provide the County Surveyor with temporary ties of the subject marker and upon completion provide the County Surveyor with a revised U.S. Public Land Survey Monument Record sheet, prepared in accordance with this ordinance.

SECTION 2: This ordinance shall take affect after passage and publication as provided by law.

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Submitted this 22nd day of December, 2016

By: FOREST, PARKS, RECREATION/LAND INFORMATION SYSTEMS SUB-COMMITTEE

Greg Sekela, Chairperson
Robert Pott
Al Stranz

Judy Burhandt
Vernon Zoeller

Reviewed by Corporation Counsel:

Adopted by Vote:

CAM
Initials of
Corp. Counsel

12.12.2016
Date
Reviewed

Ayes: _____ Nays: _____ Absent: _____

ORDINANCE # 3190-2016

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

RE: 9.700(ee) FEEDING DEER PROHIBITED

WHEREAS, the Forestry, Parks, Recreation/Land Information Systems Sub-Committee has reviewed Chapter 9 – County Forestry Ordinance and recommends the following change.

NOW, THEREFORE, the Oconto County Board of Supervisors does ordain as follows:

SECTION 1: 9.700(ee) Feeding Deer Prohibited is added as follows:

(ee) FEEDING DEER PROHIBITED. Authority. This section of the Code is adopted under the authority of §29.336, Wis. Stats., and NR 19.60, Wis. Admin. Code and shall be effective November 1, 2016.

(1) Deer baiting and feeding is prohibited in all of Oconto County.

(2) Any person violating this ordinance is subject to the following penalties:

a. For the first violation, a forfeiture of not less than \$250.00 nor more than \$500.00, together with the costs of prosecution.

b. For the second violation within 12 months of a previous violation, a forfeiture of not less than \$500.00, together with the costs of prosecution.

SECTION 2: This ordinance shall take affect after passage and publication as provided by law.

Submitted this 22nd day of December, 2016

By: FOREST, PARKS, RECREATION/LAND INFORMATION SYSTEMS SUB-COMMITTEE

Greg Sekela, Chairperson
Robert Pott
Al Stranz

Judy Burhandt
Vernon Zoeller

Reviewed by Corporation Counsel:

Adopted by Vote:

cam

12.12.2016

Ayes: _____ Nays: _____ Absent: _____

Initials of
Corp. Counsel

Date
Reviewed

ORDINANCE # 3191 - 2016

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

RE: **CHAPTER 10 – PARK AND RECREATION ORDINANCE**

WHEREAS, the Forestry, Parks, Recreation/Land Information Systems Sub-Committee has reviewed Chapter 10 – Park and Recreation Ordinance and recommends the following changes.

NOW, THEREFORE, the Oconto County Board of Supervisors does ordain as follows:

SECTION 1: Chapter 10, of the Oconto County Code of Ordinances is changed to read as follows:

10.100 Definitions

10.200 Administration

10.300 Automobiles, Motorcycles, Mini Bikes, Dirt Bikes, Trucks, Off-Road Vehicles (other than ATV's) and Snowmobiles

10.500 Camping

10.600 Reservations

10.700 Shelters/Organized Groups Uses

10.800 Park General Restrictions

10.900 Boats

10.1000 State Recreational Trail (Nicolet and Oconto River)

10.100 DEFINITIONS

(a) MOTORCYCLE/MINI-TRAIL BIKE

A motorcycle is a motor vehicle designed to travel on not more than 3 wheels which is capable of speeds in excess of 10 mph with a 150 lb. rider on dry level ground excluding a tractor or an All Terrain Vehicle.

(b) OFF ROAD VEHICLE

Off Road Vehicle means any motorized vehicles designed for or capable of cross country travel on or immediately over land, water, sand, snow, ice, marsh or other terrain which would include, but would not be limited to, such vehicles as four wheel drive, trucks, air cushion vehicles; except that such term excludes:

(1) any registered motor boat

(2) any military, fire, emergency, or law enforcement vehicle when used for official or emergency purposes, and

(3) any vehicle whose use is expressly authorized by the committee under permit,

46 lease, license, or contract.

47

48 (4) all Terrain Vehicles.

49

50 (c) FORESTRY VEHICLE

51

52 Forestry Vehicle means a vehicle or piece of equipment or machinery designed for the harvesting or
53 transport of forest products, used exclusively in the conduct of forestry operations.

54

55 (d) AUTOMOBILE

56

57 Automobile-Four-wheeled automotive vehicle designed for passenger transportation and commonly
58 propelled by an internal-combustion engine using a volatile fuel.

59

60 (e) DEPARTMENT

61

62 Department: Means the Oconto County Forestry, Lands, Parks and Recreation Department.

63

64 (f) PARK ADMINISTRATOR

65

66 Park Administrator means the Oconto County Land & Forest Agent.

67

68 (g) CAMP OR CAMPING

69

70 Camp or Camping means: The use of a shelter such as a tent, trailer, motor vehicle, tarpaulin, bed
71 roll or sleeping bag for temporary residence or sleeping purposes.

72

73 (h) CAMPSITE

74

75 Campsite means: A segment of a campground which is designated for camping use by a camping
76 unit for camping party.

77

78 (i) CAMPING UNIT

79

80 Camping Unit means: Any single shelter used for a camp by a camping party except those used
81 exclusively for dining purposes.

82

83 (j) CAMPING PARTY

84

85 Camping party means: Any individual, family or unorganized group occupying a Campsite. An
86 unorganized group may not exceed 4 persons who are 18 years of age or older.

87

88 (k) FAMILY

89

90 Family means: Parents and minor children living together in a household. Husband and Wife and
91 their Children to age 18. (Amended 12/22/16)

92

93 (l) PICNIC AREA

94

95 ~~Picnic area means: Any tract of land developed and maintained for picnicking including adjacent~~
96 ~~playground and play field areas.~~

97

98 (m) BATHING BEACH
99

100 Bathing Beach means: Any water area or adjacent land area designated as a swim area by standard
101 regulatory markers or posted notice.
102

103 **10.200 ADMINISTRATION**
104

105 The Oconto County Board of Supervisors has assigned the administration of lands entered under
106 Section 28.11 and all park lands as well as any lands designated as reserved lands in the official
107 copy of the reserved lands book files in the office of the County Clerk to the Forest, Lands, Parks,
108 and Recreation Committee. Hereinafter called the Committee.
109

110 (a) VEHICLE OWNER'S LIABILITY
111

112 When any vehicle is involved in a violation of any provision of Sec. 10.501, 10.802, 10.809, 10.810,
113 10.815, 10.1001, 10.1002 and 10.1004, the owner of said vehicle as shown by the ownership
114 registration of the vehicle supplied by the Wisconsin Department of Transportation, Wisconsin
115 Department of Natural Resources, or a comparable authority of any other State, shall be presumed
116 to have violated the applicable Sections of the Oconto County Code of Ordinances set forth herein.
117 The following are defenses to a violation of this section.
118

- 119 (1) That a report that the vehicle was stolen was given to a traffic officer before the violation
120 occurred or within a reasonable time after the violation occurred.
121
- 122 (2) If the owner of the vehicle provides issuing officer with the name and address of the person
123 operating the vehicle at the time of the violation and the person so named admits operating
124 the vehicle at the time of the violation, then the person operating the vehicle and not the
125 owner shall be charged under this section.
126
- 127 (3) If the vehicle is owned by a lessor of vehicles and at the time of the violation the vehicle was
128 in the possession of the lessee, and the lessor provides an issuing officer with information
129 required, then the lessee not the lessor shall be charged under this section.
130
- 131 (4) If the vehicle is owned by a dealer, and at the time of the violation the vehicle being operated
132 by any person on a trail run, and if the dealer provides the issuing officer with the name,
133 address and operator's license number of the person operating the vehicle, that the person
134 operating the vehicle, and not the dealer, shall be charged under this section.
135

136 **10.300 AUTOMOBILES, MOTORCYCLES, MINI BIKES, DIRT BIKES, TRUCKS, OFF-ROAD VEHICLES**
137 **(OTHER THAN ATV'S) AND SNOWMOBILES.**
138

139 (a) PERMITTED USE OF VEHICLES
140

- 141 (1) Emergency, Law Enforcement, Forestry and Park vehicles are permitted to use all roads,
142 trails, and lands under the management, supervision or control of the Forest, Parks &
143 Recreation/Land Information Systems Sub-Committee.
144
- 145 (2) Disabled person(s) may use vehicles as a means of personal conveyance (excluding non-
146 disabled person(s) by written permit obtained by Forest, Parks & Recreation/Land
147 Information Systems Sub-Committee or designee).
148
149

150 (b) RESTRICTED USE OF VEHICLES

151

152 No person shall operate any motor vehicle, including but not limited to, automobiles, motorcycles,
153 mini bikes, dirt bikes, trucks or off-road vehicles, or snowmobiles on park or forest lands under the
154 management, supervision or control of the Forest, Parks & Recreation/Land Information Systems
155 Sub-Committee, except as follows:

156

157 (1) Automobiles, motorcycles, trucks and off- road vehicles that are currently registered with the
158 Department of Transportation are permitted on County Forest Roads (approved by the State
159 Department of Transportation), and existing trails (over 12 feet cleared width) that are not
160 closed by a gate, berm, stumps or posting, or roads that are not designated recreation trails
161 for such purposes as, including but not limited to hiking, cross country skiing, snowmobiling,
162 horseback riding, or ATV operation.

163

164 (2) The Forest, Parks & Recreation/Land Information Systems Sub-Committee may authorize
165 and permit snowmobiles on designated snowmobile trails.

166

167 **10.500 CAMPING**

168

169 (a) CAMPING PERMITS

170

171 Camping is prohibited, except in designated areas of county parks or county recreation areas. It
172 shall be unlawful to camp in such areas without permit and payment of such fees as may be
173 required. Fee required before camping.

174

175 (b) OCCUPANCY

176

177 A Maximum of 4 Adults or one family consisting of husband & Wife and their own children to age 18
178 shall occupy a single site. Additional Adults shall pay for and occupy an additional site under the
179 terms of this permit. (Amended 12/22/16)

180

181 (c) DEFINED LIMITS

182

183 No camping unit shall be set up beyond the defined limits of the Campsite.

184

185 (d) MOVING

186

187 No camping party shall move from its assigned site to another campsite without prior approval.

188

189 (e) EXPIRATION

190

191 All camping permits expire at 3:00 P.M. at Chute Pond Campground and 1:00 P.M. at North Bay
192 Shore Campground on the last day of the period.

193

194 (f) EXTENSIONS

195

196 Extensions within the 14 day limit may be granted on camping permits.

197

198 (g) TIME PERIOD

199

200 No person shall camp and no camping unit shall remain for a period greater than 14 days in any 4-
201 week period in the property of registration. Thereafter, the camping unit must be removed from the

202 property for at least 7 days before being eligible to return. Except campers having a signed seasonal
203 contract for a greater period of time.

204
205 (h) TAKE DOWNS

206
207 No camping party shall set up or take down its camping unit between the hours of 10:00 P.M. and
208 the following 6:00 A.M.

209
210 (i) PARKING

211
212 It shall be unlawful to park any motor vehicle outside the parking area designated at each campsite
213 and not more than 2 motor vehicles are permitted to any campsite. Except campers having a signed
214 seasonal contract for a greater period of time.

215
216 (j) REVOCATION

217
218 Violation of any state law, or county ordinance, by a member of a camping party is cause for
219 revocation of the camping permit.

220
221 (k) UNOCCUPIEDSITES

222
223 A campsite must be occupied by a member of the camping party and no campsite may be left
224 unoccupied for more than 16 hours.

225
226 (l) TABLE AND OUTLETS

227
228 Any party occupying a campsite shall be allowed the use of only one table and one electrical outlet.
229

230
231 **10.600 RESERVATIONS**

232
233 (a) ADVANCED RESERVATIONS

234
235 Reservations must be at least 1 week in advance and paid in full at the time the reservation is made.
236

237 (b) NON-MEMBER

238
239 It shall be unlawful for any person to obtain a camping permit for use by a camping party of which
240 he/she is not a member.

241
242 (c) RESERVATION PERIOD

243
244 A minimum reservation is 2 nights on non-holiday weekends and 3 nights for holiday weekends. The
245 site will be held until check-out time of the next day after the reservation was made for.

246
247 (d) REFUNDS

248
249 No refunds will be given unless a written cancellation is received 2 weeks in advance of the time of
250 the reservation date.

251
252
253

254 (e) SEPARATE RESERVATIONS

255
256 A separate reservation must be made for each site in the name of the camping party that will occupy
257 the site.
258

259 **10.700 SHELTERS/ORGANIZED GROUPS USES**

260
261 (a) Whenever more than 50 persons from an organized group request to use any park facility they shall
262 apply for and obtain a special park use permit.
263

264 A refundable deposit for the cleanup and maintenance of the park will be held by the Department as
265 a security deposit. The committee shall establish a fee schedule for this permit and deposit.
266

267 (b) Any organized fishing tournament regardless of size shall obtain a special use permit when using
268 launching facilities.
269

270 **10.800 PARK GENERAL RESTRICTIONS**

271
272 (a) METAL DETECTORS

273
274 The use of metal detectors is prohibited except by written permit issued by the Committee.
275

276 (b) REFUSE

277
278 It shall be unlawful for any person to discard or leave any refuse, sewage, or other waste material on
279 the ground, or in any building or installation or into the water or upon the ice of any lake or stream or
280 other body of water, or to dispose of any such refuse or waste material in any manner except by
281 placing in receptacles or other authorized locations provided for such purposes.
282

283 (c) PETS

284
285 It shall be unlawful for any person to allow his or her dog, cat or other pet to be in any public building
286 or to be upon any bathing beach, picnic area, or playground. In all other park areas, all
287 campgrounds, and on posted trails, dogs, cats and other pets shall be kept on a leash not more than
288 8 feet in length and under the control of the owner at all time. No person shall fail to prevent his or
289 her dog, cat or other pet from interfering in any manner with the enjoyment of the area by others.
290 The Department shall designate a person to act as Poundmaster for the parks for the purpose of
291 providing a pound for pets found running at large within the parks and which are referred to such
292 Poundmaster for impoundment under provisions of State Statute 174.046 by those persons
293 designated by the Committee to enforce the Ordinance. The Poundmaster may charge the owner of
294 pets impounded for the costs of impoundment prior to their release. If after 7 days an animal is not
295 claimed, the Poundmaster may dispose of the animal. The Poundmaster shall present a monthly
296 statement to the department for animals impounded and not reclaimed by the pet owner. Costs for
297 such impoundment shall be payable to the Poundmaster out of the County's dog license fund.
298

299 (d) FIRES

300
301 It shall be unlawful for any person to start tend or maintain any fire on the ground or to burn any
302 refuse except in fire places or fire rings in camping areas in any county park.
303

304
305

306 (e) PEDDLING AND SOLICITING

307

308 It shall be unlawful for any person to peddle or solicit business of any nature whatever or to distribute
309 handbills or other advertising matter, to post unauthorized signs on any lands, structures, or property
310 under the management, supervision, or control of the Committee or to use such lands structures or
311 property for commercial operations, for soliciting or conducting business peddling or providing
312 services within or without such lands, structures or property unless first authorized in writing by
313 contractual agreement with the committee or its duly authorized agents.

314

315 (f) WATER RIDES

316

317 It shall be unlawful to use in any manner the dock, pier, wharf, boat landing, mooring facilities or the
318 waters in the immediately adjacent to any lands under the management, supervision or control of the
319 Committee for the purpose of soliciting rides of any kind unless authorized by the committee.

320

321 (g) BOATS IN SWIMMING AREAS

322

323 It shall be unlawful to operate a boat within a water area marked by buoys or other approved
324 regulatory devices as a bathing beach, nor operate a boat in a restricted use area contrary to
325 regulatory notice marked on buoys or other approved regulatory devices.

326

327 (h) HORSES

328

329 It shall be unlawful to ride, lead, or cause or suffer any horse in any county park.

330

331 (i) PARKING

332

333 No person shall park, stop or leave standing whether attended or unattended, any vehicle or
334 watercraft, in any manner as to block, obstruct or limit the use of any road, trail, waterway, or winter
335 port facility, or contrary to posted notice.

336

337 (j) VEHICULAR ACCESS

338

339 No person shall operate any motor vehicle in any county park or recreation area except on roads
340 improved for vehicular traffic.

341

342 (k) ABANDONED VEHICLES

343

344 It shall be unlawful to leave any vehicle unattended without prior Committee approval for more than
345 48 hours under such circumstances as to cause the vehicle to reasonably appear to have been
346 abandoned. An abandoned vehicle shall constitute a public nuisance.

347

348 (l) FIREARMS

349

350 It shall be unlawful for any person to have in his possession or under his control any firearm or airgun
351 as defined in section 167.31(1)(c) Wisconsin Statutes, or any slingshot or springloaded device
352 designed for shooting a projectile unless the same is unloaded and enclosed in a carrying case, or
353 any bow unless it is unstrung or enclosed in a carrying case.

354

355

356

357

- 358 (m) WILDLIFE
359
360 No person shall take, catch, kill, hunt, trap, pursue, or otherwise disturb any wild animals or birds in
361 any county park, campground or picnic area or contrary to posted notice on other areas under the
362 control of the committee.
363
- 364 (n) FEES AND CHARGES
365
366 It shall be unlawful for any person to use any facility, land or area for which a fee or charge has been
367 established by the committee without payment of such fee or charge.
368
- 369 (o) CLOSED/RESTRICTED AREAS
370
371 The department may close/restrict, by posted notice/sign, any park, park facility or park activity and
372 county forest area recreation activity or activities, including but not limited to the following: any picnic
373 area, beach, camp area, trail head, boat landing, unpaved road or similar recreation facility.
374
- 375 (p) BEACHES
376
377 It shall be unlawful for any person to perform any ambulation or shampoo on any bathing beach or in
378 the water adjacent to any bathing beach in any county park. It shall be unlawful to swim beyond or
379 disturb or molest a bathing beach boundary buoy or marker in any swimming beach in any county
380 park.
381
- 382 (q) FIREWORKS, ROCKETS, EXPLOSIVE DEVICES
383
384 It shall be unlawful for any person to possess, fire, discharge, explode, or set off any squib, cracker,
385 or other explosive or pyrotechnic device containing powder or other combustible or explosive
386 material, within the limits of any county park, excepting that exhibitions of fireworks as authorized by
387 the committee or its agents by written permit, contract or policy, are permitted.
388
- 389 (r) NOISE
390
391 It shall be unlawful for any person to operate any sound truck, loudspeaker, generator, air-
392 conditioner or other device that produces excessive noise without first obtaining a written permit from
393 the committee or their authorized agent.
394
- 395 (s) CURFEWS
396
397 The designated park areas will be closed except for camping areas to registered campers from
398 10:30 p.m. to 5:00 a.m.
399
- 400 (t) DESIGNATION OF CURFEW AREAS
401 Pioneer Memorial Park
402 Ranch Lake Beach Area
403 North Bay Shore Recreation Area
404 Chute Pond Park (Fisher Memorial Park)
405 Townsend Dams
406 Gillett Riverside (BB)
407 D.E. Hall
408 North River Road Boat Access
409 Iron Bridge Access

410 Anderson Lake
411 Machickanee Flowage Access
412 Grange Park
413 Recreation Trail
414 Pensaukee Landing
415 Patzer Park
416 Coulliardville Park
417

418 (u) SWIMMING IN LAUNCH AREAS

419
420 It shall be unlawful for any person to swim within 100 feet of a county boat landing.
421

422 (v) NORTH BAY SHORE HARBOR AND BREAK WATER

423
424 It shall be unlawful for any person to swim within the harbor area or between the breakwaters.
425

426 **10.900 BOATS**

427
428 (a) USER LAUNCH FEE

429
430 (1) There is hereby established a boat-launch user fee for launch of a boat or some other form
431 of watercraft from all Oconto County Boat Launches Landings under Forest/Parks control,
432 including:

433
434 a. _____ North Bay Shore Recreation Area (Park 2)

435 b. _____ D.E. Hall Park (Park 1)

436 c. _____ North River Road Boat Access

437 a.d. _____ Iron Bridge Access

438 b.e. _____ Machickanee Flowage Pond

439 e.f. _____ Chute Pond East

440 d.g. _____ Chute Pond Field House

441 e.h. _____ Chute Pond South

442 f.i. _____ Patzer Park

443 g.j. _____ Pensaukee Landing

444 k. _____ Gillett Riverside Park (BB Park)

445 l. _____ Anderson Lake
446

447 (2) Launch fee must be paid prior to using launch
448

449 (3) (2) That the fee be established by the Forest, Lands, Parks and Recreation Committee
450 and reviewed every year for the launch or use of one of the designated Oconto County Launch
451 Facilities. Such fee shall have a daily, annual component, and commercial compact. Effective
452 January 1, 201702:

453
454 a. _____ Daily \$53.00

455 b. _____ Seasonal \$320.00

456 b.c. _____ and Commercial \$50.00.
457

458 (3) Launch fee must be paid prior to using launch.
459

460 (4) That any revenues generated by these fees be placed into a special non-lapsing account
461 that would be designated specifically for capital improvements of any County launch facility.

462 (b) DISPLAY OF RECEIPT

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(1) Daily permit in the form of a sticker or some other form designated by the Department shall be displayed on the vehicle used for launching from the respective boat launch in the manner described by the department. All permits shall remain on display for the entire time the vehicle is on the premises of the respective boat launch.

(2) Seasonal Permit in the form of a sticker shall be displayed on trailer used for launching.

(3) Commercial sticker must be in vehicle while launching.

(c) FAILURE TO PAY

It shall be unlawful for any person or owner of a vehicle to fail to pay the required fee at the time of launch at any of the designated boat launches, and to display the receipt of same. The owner of a vehicle found in violation of this section of the code shall be liable for the violation.

(d) LATE FEE

It shall be established in lieu of issuance of a citation and payment of a forfeiture a late fee of \$20.00 is hereby established insomuch as the late fee is received no later than 5 days from the date of violation. If the late fee is not received within the five day period a citation may be issued for failure to pay as stated in section 10.903 of this ordinance. Late fee will be reviewed and adjusted if necessary every year by the Forest, Park and Recreation/LIS Sub-Committee.

(e) PENALTY

Any person violating any provisions of this ordinance shall, upon conviction, be subject to a forfeiture of not less than \$5.00 nor more than \$100.00, plus costs of prosecution, and in default of payment of said forfeiture and costs, shall be imprisoned in the Oconto County Jail until said forfeiture and costs are paid but not to exceed 90 days.

(f) UNATTENDED WATERCRAFT

No boat, watercraft or personal watercraft shall be left on shore, moored, left unattended or anchored overnight in waters of any County Park or County Forest, except in areas designated for that purpose.

(g) NO WAKE

The following areas shall be no wake for all watercraft:

(1) _____ North Bay Shore Harbor

(2) _____ Between North Bay Shore Breakwaters

(Amended 12/22/16)

514 **10.1000 STATE RECREATIONAL TRAIL (NICOLET AND OCONTO RIVER)**

515
516 (a) **ADMINISTRATION**

517
518 The Oconto County Board of Supervisors, hereinafter called the Board, hereby assigns the
519 administration of the recreation trail hereinafter described to the Committee of the County Board
520 known as Forest, Parks, & Recreation/Land Information Systems Sub-committee, hereinafter
521 referred to as the Committee.

522
523 (b) **LAND**

524
525 Management and regulatory control of all lands and facilities designated by this Ordinance is
526 delegated to the Committee.

527
528 (c) **SCOPE**

529
530 The provisions of this Ordinance shall apply to all lands covered by the Nicolet Trail easement and
531 the Oconto River Easement. The aforementioned lands shall be open to the public for the purpose
532 of bicycling, hiking, snowmobiling, or other mutually agreed upon compatible uses.

533
534 (d) **CODES REFERENCED**

535
536 (1) Sections 9.700(p) Abandoned Vehicles and Personal Property, 9.700(t) Camping, 9.700(u)
537 Fire, 9.700(y) Trash/Litter, 9.700(z) County Property, 9.900 All-Terrain Vehicles Regulated,
538 10.300(a) Permitted Use of Vehicles, 10.300(b) Restricted Use of Vehicles, 10.800(b)
539 Refuse, 10.800(d) Fires, 10.800(i) Parking, 10.800(l) Firearms, and 10.800(o) Closed Areas,
540 shall apply to the recreation trail.

541
542 (2) **PENALTY.** The penalty for violation of any provision of this ordinance shall be a forfeiture
543 as hereinafter provided along with costs and penalty assessments. Any person failing to pay
544 said forfeiture shall be imprisoned in the Oconto County Jail for a period not to exceed 60
545 days.

546
547 (3) **Local Regulations.** Except as otherwise provided, any person found; guilty of violating the
548 provisions of this ordinance shall pay a forfeiture of not less than \$50.00 nor more than
549 \$500.00.

550
551 (e) **TRESPASS**

552
553 It shall be unlawful to enter private lands adjacent to the recreational trail except with prior approval
554 from the private landowner.

555
556 (f) **CAMPING/PICNICKING/REST STOP**

557
558 It shall be unlawful to camp, picnic, or make a rest stop except in those places designated by a
559 posted sign authorized by the Committee.

560
561 (g) **HUNTING**

562
563 ~~Hunting will not be allowed on any State Recreation Trail (Nicolet & Oconto River).~~

564
565

566 SECTION 2: This ordinance shall take affect after passage and publication as provided by law.

567

568

569

Submitted this 22nd day of December, 2016

570

571

By: FOREST, PARKS, RECREATION/LAND INFORMATION SYSTEMS SUB-COMMITTEE

572

573

Greg Sekela, Chairperson

Judy Burhandt

574

Robert Pott

Vernon Zoeller

575

Al Stranz

576

577

Reviewed by Corporation Counsel:

Adopted by Vote:

578

579

CSM

17.12.2016

Ayes: _____ Nays: _____ Absent: _____

580

Initials of

Date

581

Corp. Counsel

Reviewed

ORDINANCE # 3192 - 2016

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

RE: AMENDMENT OF CHAPTER 18 OF THE OCONTO COUNTY CODE OF ORDINANCES

WHEREAS, the Health & Human Services Board has reviewed Chapter 18 of the Oconto County Code of Ordinances and recommends the following changes.

NOW, THEREFORE, the Oconto County Board of Supervisors does ordain as follows:

SECTION 1: Section 18.300, ORDINANCE ENFORCEMENT BY CITATION, of the Oconto County Code of Ordinances is amended to read as follows:

18.300 Ordinance Enforcement by Citation

(d) Schedule of Deposits.

(1) The attached schedule of cash deposits required for the various ordinance violations is hereby established for use with citations issued under this section; in addition, the penalty assessment imposed by Section 165.87, Wisconsin Statutes, and the court costs shall also be collected in the same manner as the cash deposit and shall be in addition to the cash deposit.

CHAPTER/ SECTION	OFFENSE	DEPOSIT	26%	JS/CLDS-JISS/CSSS-CC PENALTY SURCHARGE	TOTAL
254.45	Radiation Protection	\$100.00	\$26.00	\$137.50	\$263.50
254.59	Maintain Human Health Hazard	\$300.00	\$78.00	\$137.50	\$515.50

SECTION 2: Section 18.400, STATE ENVIRONMENTAL HEALTH LAWS ADOPTED, of the Oconto County Code of Ordinances is created to read as follows:

18.400 State Environmental Health Laws Adopted

Except as otherwise specifically provided in this code, the statutory provisions in Chapter 254 of the Wisconsin Statutes, describing and defining regulations with respect to environmental health risks, to the extent enforced by the Oconto County Health Department, are hereby adopted and by reference made a part of this code as if fully set forth herein, exclusive of any penalty involving imprisonment. Any act required to be performed or prohibited by any regulation incorporated herein by reference is required or prohibited by this code. Any future amendments, revisions or modifications of the statutory regulations in Chapter 254 incorporated herein are intended to be made part of this code in order to secure to the extent legally practicable uniform statewide regulation of environmental health hazards.

SECTION 3: All County revenue collected pursuant to §18.400 shall be paid to Department of Health in an account to be established for the purpose of human health hazard program reimbursement.

SECTION 4: This ordinance shall take affect after passage and publication as provided by law.

Submitted this 22nd day of December, 2016

By: HEALTH & HUMAN SERVICES BOARD

Al Sleeter, Chairperson
Diane Nichols
Ron Korzeniewski

Mary Lemmen
Jim Lacourciere
Judy Buhrandt

Loretta Shellman
Carolyn Barke
Kathy Gohr

Reviewed by Corporation Counsel:

Adopted by Vote:

cam

12.14.2016

Ayes: _____ Nays: _____ Absent: _____

Initials of
Corp. Counsel

Date
Reviewed

ORDINANCE # 3193 - 2016

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

RE: CHAPTER 2 – 2.110 RULE VII VOTING

WHEREAS, a change to Chapter 2 – County Board of Supervisors was recommended to the Law Enforcement/Judiciary Committee; and

WHEREAS, the Law Enforcement/Judiciary Committee after review of the proposed change is recommending the following revisions to the ordinance:

2.110 Rule VII. VOTING.

- (a) Elections shall be by ballot for:
- (1) Elections of Chair, Vice Chair, Highway Committee, and Health & Human Services Board
 - (2) Election of Highway Commissioner, per Oconto County Ord. No. 8.102
 - (3) Election of Veterans Service Officer
- (b) Voting on all other matters shall be by ayes and nays through the use of electronic voting and roll call system. Unless otherwise provided by statute, ordinance or rule, majorities (1/2) and supermajorities (2/3 or 3/4) are calculated on the basis of the number of votes cast.
- (c) Abstentions:
- (1) Members shall abstain from voting on any matter in which the member has a conflict of interest. Conflict of interest is defined as a situation in which a member is in a position to derive personal benefit (usually economic) from actions or decisions made in their official capacity.
 - (2) Members may abstain from voting for any other reason; however, in accordance with subsection (b) above, an abstention will not be counted as a vote cast and therefore will have no effect on the calculation of a majority or a supermajority.
- (d) When the vote on any question is a tie, it shall be deemed to have been lost. Any member voting on either side of the question may move to reconsider the question by a 2/3 vote, but such motion shall be made and acted on the same County Board day, and shall not thereafter be made. When a question has once been determined, any member voting with the majority may move to reconsider the question by a 2/3 vote, but such motion shall be made and acted on the same County Board Day and shall not thereafter be made.
- (e) The Board may consider questions defeated at a prior Board meeting under the following circumstances:
- (1) The Board suspends its Rules to consider the question, or
 - (2) Six months has expired from the date the question was defeated; or
 - (3) New evidence is presented to the Board which could not have been or was not through excusable error or neglect presented to the Board at the meeting where the question was defeated. The person or committee sponsoring the question has the burden of establishing that the evidence is new and that it could not or was not through excusable error or neglect presented to the Board at the meeting where the question was defeated.
- (f) No vote shall be taken on any orally presented motion or resolution or ordinance until the clerk has written it out in full and read it back to the Board, so as to give the Board a clear statement and the proceedings a correct record.
- (g) No motion shall be debated or put to vote unless it has been seconded.
- (h) After a motion shall be stated by the chair, it shall be deemed in possession of the Board, but it may be withdrawn at any time before amendment or decision by the sponsoring committee. If withdrawn, it shall not be entered upon the minutes.
- (i) When a motion is under debate no motion shall be received except to amend, to lay on the table, to postpone indefinitely, to postpone to a day certain or adjourn.
- (j) If the question before the board contains several points, any one member may have it divided upon verbal request to the Chair.
- (k) In all cases when an order, resolution or ordinance or motion shall be entered on the minutes of the Board, the name of the member moving the same and the second shall be entered on the minutes.
- (l) All questions, except privileged questions, shall be put in the order in which they are moved, unless otherwise directed by the Board.
- (m) When a motion to close debate or to call for the previous question is made, those supervisors who have requested to be recognized prior to said motions being made by depressing his or her call light, will be allowed to address the Board. The Chair shall not recognize any other Board members subsequent to the motions of closing debate or calling for the previous question being made.
- (n) Committee or departmental reports shall or shall not become a part of the official printed proceedings of the Board at the discretion of the chair and County Clerk. Motions to accept oral reports shall be made after the report is given.

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THEREFORE, BE IT RESOLVED, that the Oconto County Board of Supervisors hereby adopts the revisions to the Financial Management Policy.

Submitted this 22nd day of December, 2016

By: LAW ENFORCEMENT/JUDICIARY COMMITTEE

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

Reviewed by Corporation Counsel:

Adopted by Vote:

COM
Initials of
Corp. Counsel

11.14.2016
Date
Reviewed

Ayes: _____ Nays: _____ Absent: _____

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

RE: Ordinance to Recreate Chapter 21 Floodplain Ordinance of the Oconto County Code of Ordinances and adoption of an updated Reservoir Pond Dam Hydraulic Shadow Map, Profile and Date Table for properties downstream of Reservoir Dam within Oconto County

WHEREAS, Oconto County adopted the latest version of Chapter 21 Floodplain Ordinance with Ordinance 1925-2010; and

WHEREAS, FEMA & WI DNR has provided an updated model Floodplain Ordinance requiring Oconto County to amend text in Chapter 21 Floodplain Ordinance in order to be in compliance with the minimum standards of the WI Administrative Code NR 116 WI Floodplain Management Program;

WHEREAS, WI DNR approved an updated hydraulic analysis of Reservoir Pond Dam prepared by Becher-Hoppe Engineers & Consultants delineating a hydraulic shadow for properties below the dam that are specifically located on McCauslin Brook, Townsend Flowage & Upper Wheeler Pond in Oconto County and that Oconto County is to adopt the dam breach profiles and inundation boundary pertaining to all properties downstream from Reservoir Pond Dam within Oconto County; and

WHEREAS, the Oconto County Planning and Zoning Sub-Committee held a public hearing on October 26, 2016 to seek public comment and has recommended the amendments to Chapter 21 Floodplain Ordinance of the Oconto County Code of Ordinances and the updated Hydraulic Shadow Map, Profile and Date Table for Reservoir Pond Dam prepared by Becher-Hoppe Engineers & Consultants to the Oconto County Board of Supervisors for adoption; and

WHEREAS, the text changes necessary to conform to the WI DNR Model Floodplain Ordinance included numerous changes throughout the ordinance, it is in the best interest to recreate the Chapter than to define all individual text amendments required throughout the ordinance; and

WHEREAS, copies of the recreated Chapter 21 Floodplain Ordinance and the updated Reservoir Pond Dam Hydraulic Shadow Map, Profile and Date Table prepared by Becher-Hoppe Engineers & Consultants are on file in the office of the Oconto County Clerk for review.

NOW THEREFORE, the Oconto County Board of Supervisors does ordain as follows:

- (1) That Chapter 21 of the Oconto County Code of Ordinances, the Oconto County Floodplain Ordinance and the updated Hydraulic Shadow Map, Profile and Date Table for Reservoir Pond Dam prepared by Becher-Hoppe Engineers & Consultants, is hereby recreated and incorporated herein by reference.
- (2) That any previous Floodplain Ordinance adopted prior to this Ordinance or any previous Hydraulic Shadow Map, Profile and Date Table related to Reservoir Pond Dam are hereby repealed.
- (3) That Chapter 21 Floodplain Ordinance and Hydraulic Shadow Map, Profile and Date Table for Reservoir Pond Dam prepared by Becher-Hoppe Engineers & Consultants shall be kept in the office of the Planning & Zoning Department.

Submitted this 22nd day of December, 2016

BY: Planning & Zoning Sub-Committee

Ron Korzeniewski, Chairman
 Ken Linzmeyer, Vice-Chair
 Darrel Pagel, Secretary
 Ryan Wendt
 Dave Christianson

Reviewed by Corporation Counsel:

Adopted by Vote:

cam

12.14.2016

Ayes: _____ Nays: _____ Absent: _____

Initials of
Corp. Counsel

Date
Reviewed

(17)

Chapter 21

Oconto County Floodplain Ordinance

Adopted by Oconto County Board of Supervisors
12/22/2016

**OFFICIAL COPIES ARE ON FILE IN THE OCONTO COUNTY CLERKS
OFFICE FOR REVIEW**



**OFFICE OF
LAND USE AND ZONING**
A Division of
Land & Water Resources Department

TO: Oconto County Board of Supervisors

FROM: Pat Virtues, Oconto Co. Planning, Zoning & Solid Waste Administrator

DATE: December 22, 2016

RE: Highlights on Ordinance revisions to Chapter 21 Floodplain Ordinance

This memo describes the proposed ordinance revisions to Chapter 21 Floodplain Ordinance of the Oconto County Code of Ordinances.

Summary

If adopted, this ordinance will modify the existing Chapter 21 Floodplain Ordinance to comply with the WIDNR model Floodplain Ordinance language. This ordinance meets the minimum standards of WI Admin Code NR 116.

Description

Provisions of Chapter 21 would:

- Clarifies areas to be regulated by the floodplain ordinance
- Update a Dam Failure Analysis for a county owned dam (Reservoir Pond Dam) to protect life and property downstream in case of a breach of the dam.
- Clarify where & when FEMA approves FIRM map amendments
- Changes throughout ordinance that the impact of development cannot increase flooding potential. Prior ordinance allowed up to 0.01 feet of impact.
- Eliminate any accessory structures from being constructed below the regional flood elevation.
- Clarify that maintenance is not a modification. Any costs associated with repair of a damaged structure is not considered maintenance.
- The cost on a per event basis for all work being done on a nonconforming structure cannot exceed 50% of the present equalized value.
- Clarify how a nonconforming substantially damaged or destroyed structure shall be permitted to be restored in compliance with floodplain standards.
- Changes of language from "will" to "shall" throughout the ordinance.
- Include detailed Hydraulic and Hydrologic Study information for professional engineers to provide when analyzing developments, where applicable.

- Clarify that permits expire no more than 180 days after issuance. Permits can be extended 180 days for good and sufficient cause.
- Clarify that flood proofing measures may now include the entry of floodwaters through specified openings if engineer approved structure.
- Clarify amendment procedures
- Definitions modified and added for clarity of language.

Analysis

- A. Adoption of Chapter 21 would bring Oconto County's Floodplain Ordinance into compliance with the most recent DNR model floodplain ordinance and to Chapter NR116, WI Administrative Code.
- B. The recreated Chapter 21 has been reviewed by DNR Floodplain staff and conforms to all state minimum requirements.
- C. If Chapter 21 is not adopted, Oconto County risk all federally insured structures and property owners with increases in insurance premiums and would not be in compliance with WI Admin. Code NR 116 standards. This would specifically subject property owners in flood prone areas that have mortgages from potential loss of flood insurance coverage.

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE OCONTO COUNTY BOARD OF SUPERVISORS
 RE: LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) MEMBERSHIP LIST

WHEREAS, in accordance with the requirements established under section § 59.54(8), Wisconsin Statutes, we recommend the following persons to serve on the Local Emergency Planning Committee in this county for the year 2017;

LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) MEMBERSHIP

Name	Group	Agency / Organization	Appointment Date	LEPC Position
WI. NE Regional Office	Group 1	WEM	12/22/16	State Guidance
Leland T. Rymer	Group 1	Co. Board Chair	12/22/16	Elected Official
Ed Janke	Group 2	Sheriff Office	12/22/16	Law Enforcement
Tim Magnin	Group 2	Co. Emergency Management	12/22/16	LEPC Sec. & Info.
Debra Konitzer	Group 2	Oconto Co. Health	12/22/16	LEPC Chair
John Reed	Group 2	Oconto Fire & Ambulance	12/22/16	EMS First Aid
Lisa Mahoney	Group 2	Oconto Co. Health	12/22/16	Preparedness & Health
Kathy Henne	Group 2	St. Clare Hospital Oconto Falls	12/22/16	Health-Hospital
Pat Scanlan	Group 2	Oconto Co. Highway	12/22/16	Transportation
Gerald Beekman	Group 2	Oconto Co. Board	12/22/16	Local Environmental
Walter Kaszynski	Group 3	WOCO Radio	12/22/16	Broadcast Media
Joan Koehn	Group 3	Oconto Falls Times Herald	12/22/16	Print Media
Bernie Faith	Group 4	Oconto Police	12/22/16	Community Groups
Bob Bake	Group 5	KCS International Oconto-Local Facilities	12/22/16	LEPC Vice Chair
Gene Prellwirtz	Group 2	Veolia Environmental	12/22/16	Resource Maintenance-Haz-Mat
Emery Coonen	Group 2	Veolia Environmental	12/22/16	Alt. Resource Maintenance-Haz-Mat
Mike Zahn	Group 2	Oconto Sheriff's Office	12/22/16	Alt. law Enforcement
Andrew Hoppe	Group 2	Oconto Fire Ambulance	12/22/16	Alt. EMS First Aid
Vanessa Peters	Group 2	Oconto Highway Dept.	12/22/16	Alt. Transportation
Buzz Kamke	Group 2	Oconto Co. Board	12/22/16	Alt. Local Environmental
Kevin Strom	Group 2	KCS International Oconto	12/22/16	Alt. Local Facilities

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NOW, THEREFORE BE IT RESOLVED, that the Oconto County Board of Supervisors hereby approve the above list Local Emergency Planning Committee members; and

BE IT FURTHER RESOLVED, that the County Clerk forward a copy of this resolution to Wisconsin Emergency Management.

Submitted this 22th day of December, 2016

BY: Emergency Management Committee

Lee Rymer, Chairman

Buzz Kamke

Gerald Beekman

Dennis Kroll

Melissa Wellens

Paul Bednarik

Reviewed by Corporation Counsel

CAM 12.15.2016

Initials of Date

Corporation

Counsel

Adopted by Vote:

Ayes _____ Nays _____ Absent _____

RESOLUTION # 95 - 16

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

RE: **APPROVE FINANCIAL MANAGEMENT POLICY REVISIONS**

WHEREAS, various revisions to the Financial Management Policy, which was last revised April 23, 2015, were recommended to the Finance/Insurance Committee; and

WHEREAS, after a review of the proposed changes, the Finance/Insurance Committee is recommending the attached revisions to the policy be made.

THEREFORE, BE IT RESOLVED, that the Oconto County Board of Supervisors hereby adopts the revised Financial Management Policy.

Submitted this 22nd day of December, 2016

By: FINANCE & INSURANCE COMMITTEE

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

Reviewed by Corporation Counsel:

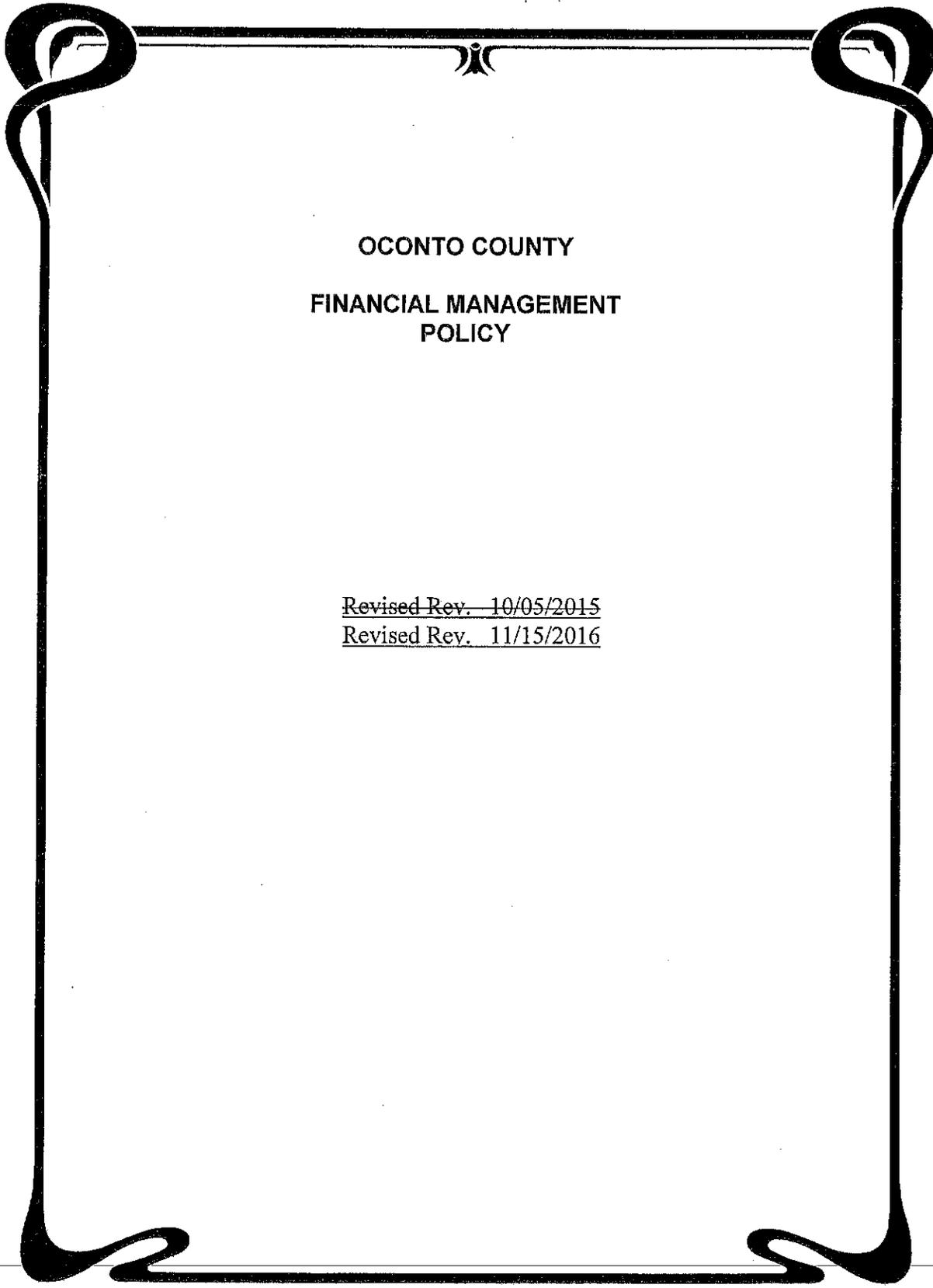
Adopted by Vote:

cam
Initials of
Corp. Counsel

11.17.2016
Date
Reviewed

Ayes: _____ Nays: _____ Absent: _____

(20)



OCONTO COUNTY
FINANCIAL MANAGEMENT
POLICY

Revised Rev. 10/05/2015

Revised Rev. 11/15/2016

head. A County Purchase Order is to be used when requesting lodging reservations, the purchase order being the authorization for the lodging establishment to direct bill the county. Purchase orders are an electronic fill-in form on the county's network and are forwarded to the finance department for issuance of a purchase order number.

Health and Human Services Department and Highway Department shall be exempt from Section 1.5.

Sec. 1.6 PAYMENT OF INVOICES; GENERALLY

Refer to Internal Control Procedures Manual - Vouchers & Cash Disbursements - Processing Vouchers - Sec. 3-1-1 to 3-1-4 for policies and procedures

1. Department Approval

Each department, except Health and Human Services Department, and Highway Department, presented with an invoice related to a charge for goods, services, supplies, or materials procured by or for that department shall stamp or otherwise indicate on the invoice, the date it is received, and examine the invoice. If the Department Head determines that the invoice is valid, the Department Head should prepare a voucher for payment with the invoice attached and forward to the Finance Department for payment. The department head shall note the due date for the invoice and shall expedite the issuance of a payment voucher in such a timely manner so as to avoid the assessment of a late fee by the vendor. Any late fees incurred due to the tardiness of processing of an invoice by the department shall be charged to that department and noted as "late fee". Department Head shall submit to the Home Committee a list of all items purchased during the month.

2. The Highway Committee

Shall audit and approve all invoices ~~related to expenses~~ incurred by the Highway Department. Vouchers must be prepared and filed in the highway office. A list of vouchers, prepared and signed by the Highway Committee and/or Commissioner, shall be forwarded to the Finance Department along with appropriate remittance information for each payment. Vouchers maintained by the Highway Department will be available for review by the Finance Department.

3. The Health and Human Services Board

Shall audit and approve all invoices incurred by the Health and Human Services Department on a monthly basis, after payment has been made. Said invoices will be prepared on department vouchers and entered into the vendor payment system with a voucher entry edit being produced and signed by the Health and Human Services Director or designee after accounts payable have been processed. Accounts payable will be processed on a weekly basis due to the large volume of invoices and service payments incurred by the department.

5. Procurement of Professional Services/Client Services

Contracted professional services for under \$5,000 shall be exempt from Sec.1.9 (4) as stated above. Responses to County R.F.P.'s under \$5,000 only require Department Head approval. Responses to County R.F.P.'s by Professional Services Agencies for services over \$5,000 shall be approved by the County Board except for Highway Department which shall be approved by the County Board for services of \$50,000 or over, and Health and Human Services Department which shall be approved by the County Board for services of \$50,000 or over; Health and Human Services Department shall be exempt for client services.

6. Procurement of Grant Funded Equipment & Services

Procurement of grant funded equipment and services under \$5000 and annual maintenance contracts shall be exempt from Sec. 1.9 (4) above. A report of these items shall be given to the Finance Committee.

7. Contracts

All contracts for goods or services shall be reviewed and approved by the Corporation Counsel. Any changes to existing contracts or termination of contracts shall also be reviewed and approved by the Corporation Counsel.

8. ~~County Credit Card~~

~~All County credit cards are to be kept in a secured area~~

~~When a charge is made~~

- ~~1. Write the account number to be charged on receipt~~
- ~~2. Submit receipt to Finance Department as soon as possible~~
- ~~3. Late fees are not acceptable~~

~~First Merit will charge interest along with a fee of \$39.00 for each late account. The credit card bill is received on or about the 1st of the month. A copy of the bill will be emailed to you for your records. The email will indicate the date the documentation is due to Finance Department and the date the bill will be paid.~~

Sec. 2.0 ADMINISTRATIVE PROCEDURES

1. Finance/Insurance Committee

The Finance/Insurance Committee is responsible for reviewing all invoices, after they have been received, for final approval (except in Sec. 1.7). They are also responsible for monitoring the purchasing habits of the various County Departments.

Sec. 2.2 CONFLICT OF INTEREST

No officials (including board members) or personnel of the County may participate in any activities having the potential to undermine impartiality due to a possible clash between the person's self-interest, professional interest, and/or public interest. Individuals with or who acquire a personal or financial interest in any activity associated with the County must immediately disclose the interest to Oconto County in writing. See Wisconsin Statutes 19.59 and 946.13.

Sec. 2.3 VENDOR PROTEST

The term vendor protest shall mean an allegation that there has been a breach, misinterpretation, or improper application of the County Financial Management Policy. Prompt and just settlement of the protest is in the mutual interest of the County and Vendor. Therefore, a structure procedure has been developed to consider these protests.

Step 1: The vendor shall present the complaint orally to the applicable Department Head for resolution.

Step 2: If the protest is not settled at Step 1, the protest shall be presented in writing to the Home Committee with a copy sent to the Administrative Coordinator within 10 calendar days after answer to Step 1. The written protest shall include the following:

1. Name, address, and telephone number of protestor.
2. Signature of protestor or its representative.
3. Identification of Financial Management Policy that was breached.
4. Form of relief being sought.

Step 3: If the protest is not settled at Step 2, the vendor may file a written protest to the County Board of Supervisors within 10 calendar days of answer to Step 2. The County Board of Supervisors will take the protest up, within sixty (60) days, at their next regularly scheduled meeting. The decision of the County Board of Supervisors is final.

Sec. 3.0 FUND BALANCE POLICY

1. The County will maintain unreserved fund balances to provide necessary working capital to avoid cash flow interruptions and/or short-term borrowing to fund daily operations. These fund balance reserves are used to generate interest income and to assist in maintaining an investment grade bond rating.
 - a. The general fund unreserved-designated (working capital) balance is to be maintained at a minimum of \$4,000,000, to provide an adequate cash flow.

- b. The general fund reserved-undesignated balance is to be maintained at a minimum of \$2,000,000 to provide an adequate reserve for unforeseen costs.
- c. The internal service (Highway) fund's "Net assets restricted or working capital" balance shall be maintained at a minimum of one month's (8.3%) equivalent of the fund's annual operating expenses (prior year audited), to provide an adequate cash flow.
- d. The internal service (Highway) fund shall additionally reserve, at year's end in its "Net assets restricted for subsequent years fixed asset acquisition", an amount equal to the prior year's depreciation charge (as reported in the Highway closing Exhibit A Schedule 8). This reserve is available to fund capital asset purchases.

Sec. 4.0 TRAVEL, EXPENSE, AND OTHER REIMBURSEMENT POLICIES

See Section 1-9 (8) for County Credit Card policy/procedure. No non-overnight meals shall be charged to County credit cards. Employees will pay for non-overnight meals and submit a reimbursement form to Finance Department.

Sec. 4.1 ELIGIBILITY

Members of the County Board, County elected officials and their deputies, members of committees, boards and commissions, department heads and such other employees or other authorized persons as are expressly authorized by their respective department heads and governing committee shall be entitled to reimbursement for travel expenses and other expenses as provided herein. This section is subject to the terms of any labor agreement entered into by the County.

Individuals traveling on official county business may require a reasonable accommodation, as required by the Federal Americans with Disabilities Act (ADA) and /or Section 504 of the Rehabilitation Act of 1972. Reasonable accommodations could take various forms such as payment of portage costs or allowing a personal attendant to accompany the individual while on travel status.

Sec. 4.2 TRAVEL – VEHICLE TRANSPORTATION

1. Persons eligible shall be reimbursed for vehicle travel at the IRS rate. Mileage for attendance at conventions, conferences, seminars, or other authorized business travel shall be calculated using the distance from the person's home to the business location or the distance from the person's permanent work site to the business location, whichever distance is less.
2. In the event more than one eligible person is traveling to the same destination, such persons shall, whenever reasonably possible, share a vehicle, or vehicles to reduce travel expense. In such case, mileage shall be paid to the eligible person actually providing the vehicle transportation. In the event a number of persons

claim mileage in violation of this vehicle-sharing policy, the Finance/Insurance Committee may pro-rate mileage allowance or it may disallow all such claims. Utilization of county owned/leased vehicles is encouraged.

3. Department heads and employees (excluding County Board members and others as specified in employment contracts) otherwise eligible for reimbursement of mileage shall not be entitled to payment for travel between their home and their place of employment for normal, daily work, overtime work, attendance at County Board meetings, committee, board and commission meetings.
4. Eligible persons shall receive full reimbursement of parking charges and/or tolls upon presentation of original receipts or actual cost expended for meters. No reimbursement will be made for traffic citations or parking tickets or fines.
5. Whenever possible, eligible persons shall use county owned vehicles at a discounted rate of 15 cents less per mile compared to using their personal vehicle. Vehicles can be reserved using the myOconto intranet and keys may be picked up at the TS Office.

Sec. 4.3 TRAVEL – PUBLIC TRANSPORTATION

1. Reimbursement for commercial air travel shall generally be limited to the least costly coach fare that uses a regularly scheduled commercial carrier.
2. A rental vehicle may be used in situations where it is the most cost-effective means of transportation or when the efficient conduct of county business precludes the use of other means of transportation.
3. Reasonable and necessary charges for taxi and airline limousines, including tips, are reimbursable when other modes of travel are not available or practical.
4. Reimbursement for lodging within 50 miles of the Oconto County Courthouse is not permitted unless specially authorized in advance by home committee or county board action.

Sec. 4.4 LODGING

See Section 1.9 (8) for County Credit Card policy/procedure

1. Eligible persons are expected to seek standard lodging accommodations that are comfortable, convenient, and safe; meet the business needs and offer good value. Reimbursement is limited to the rates established by the lodging establishments associated with the event or if no established rate, a reasonable rate as allowed by the respective home committee. When making reservations, the governmental rate must be requested.
2. Eligible persons of the same gender shall share lodging whenever possible with exceptions for medical and disability reasons. If an eligible person chooses not to

share lodging, the eligible person shall be reimbursed 50% of the double occupancy rate. If an eligible person shares lodging with a non-eligible person, the eligible person shall be reimbursed the single occupancy rate, but in no event shall reimbursement exceed the rate as described in Section 4.4 (1). The double and single occupancy rate must be documented.

3. Room reservations must be made in advance, using a county purchase order, department purchasing card or the employee may use their own credit card. The purchase order is available from the Finance Department. It indicates to the lodging facility that the county is exempt from state and local room taxes. The purchase order also provides the information that the establishment needs for direct billing to the county for room costs. Any cancellation fees as part of the lodging establishment official policy will be paid by the county.
4. No additional room charges will be allowed, except for business related telephone calls.

Sec. 4.5 MEALS

See Section 1.9 (8) for County Credit Card policy/procedure. No non-overnight meals shall be charged to County credit cards. Employees will pay for non-overnight meals and submit a reimbursement form to Finance Department.

1. Eligible persons shall be reimbursed for the cost of meals, including tax, and a tip of not to exceed 15% based on cost of the meal when the eligible person is on County business-related activities outside of Oconto County.
2. Eligible persons shall be reimbursed for the cost of meals ~~with the maximum~~ at the rate of \$35 per day, ~~including tips~~.
3. Eligible persons shall not be reimbursed for the cost of meals when the eligible person is on County business-related activities in Oconto County, except when the business activity involves conferences/sessions with outside agencies, such as other governmental units, in which case reimbursement for meals shall be pre-approved by the appropriate department head and/or governing committee/board, and except for County Board members attending regional or district meetings of local, state, or federal officials having similar responsibilities or duties.
4. Eligible persons shall not be reimbursed for cost of meals included in the cost of registration for any conference, seminar, training session or meeting unless specifically authorized by the Finance/Insurance Committee.
5. Expenditures for alcoholic beverages ~~or tips~~ are not reimbursable. Meals that are included in the cost of registration are not reimbursable as an additional expense claim unless specifically allowed by the Finance/Insurance Committee. Receipts are required for all meals over \$2.00.

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

RE: APPROVE GRANT ADMINISTRATION POLICY REVISIONS

WHEREAS, the purpose of the attached Oconto County Grant Administration Policy is to establish uniform policies and procedures throughout Oconto County which shall be used whenever applying for, accepting and administering federal, state, county, private foundation and corporate grants, sponsorships, and donations; and

WHEREAS, after discussion with the County's audit firm of Schenck, Inc., who recommended significant changes and additions to the current Grant Administration Policy, the Finance Department then revised the policy to include the recommendations made by Schenck, Inc.; and

WHEREAS, the Finance/Insurance Committee recommends replacing the current Grant Administration Policy that was adopted on December 17, 2015 with the revised Grant Administration Policy. This revision brings Oconto County into compliance with the established guidelines published by the Federal Office of Management and Budget.

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

Submitted this 22nd day of December, 2016

By: FINANCE & INSURANCE COMMITTEE

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

Reviewed by Corporation Counsel:

Adopted by Vote:

CAM
Initials of
Corp. Counsel

11.16.2016
Date
Reviewed

Ayes: _____ Nays: _____ Absent: _____

(21)

Oconto County



Grant Administration Policy

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INTRODUCTION

Oconto County's Grant Administration Policy (OCGAP) establishes uniform policies and procedures to be standard throughout the "County" and 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 those involved in grant management: Grant Project Manager, Department Heads, Home Committees, Corporation Counsel, County Board, Finance and other departments. Definitions of certain terms can be found in Section IV.

OCGAP identifies specific departments and employees that are routinely involved in the administration of grants. However, this policy applies to all personnel who are programmatically or fiscally responsible for developing, implementing, administering and/or reporting grant activity. It is essential for all County departments and personnel to adhere to all applicable federal, state and local laws, regulations, contract/grant agreements, as well as the grant policies and procedures outlined in the OCGAP, while administering grant-funded programs.

Non-compliance may result in County sanctions and liabilities. 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 agency and the public. Lastly, it is necessary to help ensure the County is receiving the greatest possible economic benefit from the programs it administers. Adherence to policy and procedures will promote efficiency, better transparency, greater accountability and a more strategic approach to funding opportunities which will place the County in a more assured position for securing grant funds.

Oconto County Grant Administration Policy is divided into four sections: Section I has general information and purpose; Section II highlights the roles and responsibilities for each individual involved in administering grants and fiscal and statutory requirements; Section III outlines the County's fiduciary and administrative responsibilities including matching funds; Section IV contains a glossary of relevant terms and resources. Appendixes of internal forms and resources follow the glossary.

Due to the complexity of grants, other documents should be used in tandem with OCGAP. In most instances, the grantor will provide detailed guidance; some occasions will require consulting with Administrative Coordinator, Corporation Counsel and/or the Finance Department to research specific information.

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

SECTION I: GENERAL INFORMATION & PURPOSE

For the purpose of this document a grant is defined as any contribution, award or gift of federal or state dollars or other federal or state assets, distributed directly from the Federal Government or through an intermediary agency such as the County, the State, a corporation or a private foundation. Grant agreements usually specify the maximum amount of funding, the scope of the work to be done, and the grant period (e.g. single or multi-year) as well as any special conditions applicable to the program.

The County's purpose for the use of grants is to maximize external financial resources while protecting the integrity of the County's operational budget and long-term financial conditions. Grant writing and grant management take considerable investment of time and resources. When considering whether to apply for a particular grant, the initiating department deemed responsible for the grant must determine if the following are true:

- Grant shall help the County attain an objective and secure infrastructure investments that fit within the County's and responsible department's priorities.
- Grant-supported service is a high-priority for the County Board, initiating department and the public as evidenced by planning documents, local resources commitment or other documentation that identifies the need and service levels.
- Grant can obtain sufficient budget appropriations and if matching funds are required, are available from responsible department's operating budget.
- Departments with administrative and indirect costs have been consulted and eligible costs have been deemed appropriate for grant reimbursement.
- Benefits derived from the grant have been determined sufficient to justify the cost involved in administering the grant and/or other funding sources will leverage or foster more creative public-private partnership arrangements.
- A proposed budget identifies in sufficient detail the direct/indirect costs of salaries, benefits, supplies and materials, equipment, travel, computers, consultants and allocated administrative & internal costs.

County employees will only apply for grants that further Oconto County's goals and objectives and support programs which are consistent with the mission and priorities of the County and its departments. For the purpose of this document, the County considers the term grant to include the following funding types:

- Block Grants – a grant which combines funding for a broad purpose such as community development or energy efficiency. Community Development Block Grants are one of the most common block grants.

- Competitive (Discretionary) Grants – an award of financial assistance in the form of money or property, by the Federal government to an eligible grantee, usually made on the basis of a competitive review process.
- Continuation of any grant type – a continuation grant provides additional funding for budget periods subsequent to the initial budget period.
- Conditional Grant – a conditional grant involves one grant maker seeking the involvement of others by making their grant (only a part of total costs of project) conditional upon the remainder of the cost being funded from another source.
- Pass-thru of any grant type – grant funds received from one grantor, but passed through another grantor or funding source such as ongoing grant/funding sources administered thru State/County contracts.
- Reimbursement Programs – a type of funding program under which the grantee is reimbursed for qualifying expenditures already incurred, as specified in the terms of the grant agreement for such a program.
- County Grants – a grant made by County of Oconto.
- State Grants – a grant made by the State of Wisconsin.
- Federal Grants – a grant made by the U.S. Federal Government.
- Foundation Grants – a grant made by a private philanthropic foundation.
- Corporate Grants – a grant, sponsorship or donation made by a corporation.

All grants must follow the grant procedures, even if the grant award has no Federal/State dollars and/or assets, in order to present uniform and consistent policies and procedures. Non-federal funds, however, will not be held to the same strict standards as federal funds for auditing purposes. The only exception to this rule is for Federal and State awards/grants received via State/County contracts. Since they are automated, some of the forms and approvals do not apply. See roles and responsibilities section for further explanation (Sec 2.2).

All staff must immediately report all grant activity to Department Head or division manager. This shall include all grants being considered for a program/project, even if the grant is not ultimately pursued.

SECTION II: ROLES AND RESPONSIBILITIES

In an effort to ensure all grants are administered in a consistent manner, the following roles and responsibilities have been developed for each staff member involved with grant projects. All departments and their staff whom occupy positions of responsibility, with respect to grant activity, have specific roles and responsibilities that shall be performed and upheld both ethically and in the best interests of Oconto County.

2.1 Responsible Department

The "Responsible Department" is the County department in which the grant originates. The responsible department shall maintain all hardcopies of the 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). It is the responsibility of the responsible department to meet all grant requirements and any applicable federal, state, or local laws.

2.2 Grant Project Manager

The person pursuing the grant automatically becomes the Grant Project Manager (GPM)—unless Department Head delegates otherwise—and can be a staff member, manager or the department head.

The GPM is encouraged to attend at least one grant training program associated with writing and monitoring grants (at the departments cost) in order to fully understand a Request for Proposal (RFP) for the grant submission process and have general knowledge of grant administrative and programmatic requirements. The department is responsible for the appropriate training level of the GPM.

The GPM shall discuss any grant opportunities with their manager and department head to get verbal approval before pursuing. The GPM utilizes the grant check list form (Appendix A) to follow procedural protocols. They are responsible for compiling the grant packet which includes the grant check list, a completed Grant Request Information (GRI) form (Appendix B), a copy of the grant application and RFP and any additional grant requirement documentation.

All grants, including those from private grantors and organizations, must follow the grant procedures, completing the GRI and approval process even if the grant award has no Federal/State dollars and/or assets. The only exception to this rule is for Federal/State awards or grants received via State/County contracts. Since the award is automated they are exempt from completing GRI and the full approval process, but must be included on the responsible departments Federal/State Awards form (Appendix D) to be submitted to the Finance department for audit tracking purposes.

The grant packet should be thoroughly reviewed with the County's and responsible department's objectives and goals in mind while observing any grant requirements related to the request and any applicable Federal, State, and local laws before application and RFP are submitted to grantor agency. Grant applications are required to be signed by the Department Head. Due to time constraints on some grant applications it is imperative the GPM know responsible department's individual policies regarding grant submission. If departmental policy stipulates the need for home committee and/or

County Board approval before paperwork can be submitted to grantor agency than GPM cannot submit materials until necessary approval process has been completed.

GPM shall submit grant packet to department head to start approval process.

Full approval process must be completed before any grant award shall be accepted.

AFTER AWARD

When grant funds check is received by grant project manager it needs to be deposited with the Treasurer's office on the same day or safely locked up to be delivered on next business day. Finance should be notified of deposit.

Cost Considerations & Requirements

It is the responsibility of the grant project manager to be familiar with the grant's programmatic and administrative requirements in order to comply with cost principles and administrative guidelines. Office of Management and Budget (OMB) Circulars are federal documents that establish standards for determining costs applicable to federal grants. These principles apply as a matter of policy to the expenditures of all grant funds. To be allowable under a project program, costs must meet the general criteria established with the OMB Circulars.

Allowable costs are costs identified by the Federal or State granting authority and are budgeted category and line item expenses that have been approved by the responsible department, department head and/or designee. Code of Federal Regulations (CFR) Subpart E—Cost Principles (200.404 & 200.405) shall be utilized to understand reasonable and allocable costs pertaining to the grant as well as determining what is direct and indirect (CFR 200.413 & 200.414) to ensure no duplicate costs are reported. A link to these regulations, as well as other sources of guidance can be found in the County's Fiduciary Responsibilities section of this document.

The total cost of a grant program is comprised of the allowable direct costs incident to its performance plus its allocable portion of allocated and indirect costs, less applicable credits. A cost is allocable to a program if the goods and services involved are chargeable or assignable to the program in proportion to the relative benefits received. Direct costs are any costs that can be identified with a particular program or cost objective. A direct cost can directly benefit more than one program or function and can, therefore, be allocated (or charged) to the benefiting programs or functions on some reasonable and equitable basis. Indirect costs are those costs that are incurred that are not readily chargeable to a particular program or function, but benefit all programs and functions operated by the County. Generally indirect costs are identified, pooled, and charged against individual programs or funding sources using a rate designed to recover the costs.

GPM shall look to grant guidelines provided from grantor agency as well as follow program guidelines (e.g. HHS determines allowable costs using manuals provided from DHS/DCF). Many grantor agencies will provide this information in the application packet instructions and/or the award documents.

To be allowable, project costs must be budgeted and must meet the following general criteria:

- Be necessary and reasonable for proper and efficient performance and administration of the program; be allocable to the program under the proper cost principle, and not be a general expense required to carry out overall agency responsibilities.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to County guidelines and any limitations or exclusions set forth in Federal or State laws, terms and conditions of the award, or other governing regulations/limitations on types or amount of cost items.
- Be consistent with policies, regulations and procedures that apply uniformly to both Federal or State awards and other activities.
- Be accorded consistent treatment through the application of generally accepted accounting principles appropriate to the circumstances.
- Be supported by adequate documentation.
- Not be allocable to or included as a cost or used to meet cost sharing or matching requirements or any other state or federally funded program in either the current or a prior period.
- Are net applicable credits (refers to those receipts or reductions of expenditure-type transactions that offset or reduce expense items allocable to Federal awards as direct costs). This may include vendor rebates, discounts or refunds granted to project expenditures.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration shall be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the agency or the performance of the Award.
- The restraints or requirements imposed by such factors as sound business practices; arm's length bargaining; Federal, State and other laws and regulations; and, terms and conditions of the award.
- Market price for comparable goods or services.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the agency, its employees, the public, and the Federal or State Government.
- Significant deviations from the established practices of the agency, which may unjustifiably increase the cost of the program.

Items normally considered allowable costs include (but not limited to):

- Personnel Costs—grant funds may be used to compensate employees for the time and effort devoted specifically to the execution of a grant program. Federal guidelines require the County to maintain Time and Activity or Time and Effort reporting to verify time worked for all employees who are paid with grant funds regardless of the percentage of time the employee works on the grant.
- Equipment Costs—capital expenditures for equipment.
- Program Materials
- Administration/Overhead

Financial Standards—Payments & Reporting

The GPM is responsible for program implementation, management, evaluation, documentation and ensuring compliance with all reporting requirements—financial and programmatic.

- Basic approval on allowability of cost shall be considered given when department head or designee signs and dates voucher/invoice for payment (with specific account breakdown listed) and invoice is submitted to accounts payable for payment. All documentation/records must be properly maintained and should contain original signatures of authorized designee.
- All purchases with grant funding need to be in accordance with the County's procurement procedures and meet the requirements of the grant agreement. Questions regarding purchasing should be directed to Finance Department for clarification on proper procedure. GPM is responsible for ensuring in-kind match is documented and retained.
- Financial and progress reports are required to be submitted by the deadlines outlined in the Grant notice of award paperwork and due dates must be disclosed to Finance Director and/or responsible department's accounting team, if applicable. Any additional financial information or upcoming reporting due dates shall be disclosed to finance and/or accounting team. Notification shall be sent as soon as possible, but no less than one week prior to reporting deadlines.
- Financial reports prepared by Finance or responsible department's accounting team on behalf of the grant project manager must be reviewed by GPM and any discrepancies noted and brought to the attention of the accounting staff in order for correction/adjustments to be made before submission.
- All financial or programmatic reports submitted for reimbursement, plus a copy of the check, shall be sent to Finance and/or accounting team within one week of submission date, if applicable.
- Finance and responsible department's accounting team must be notified of any scheduled audits or site visits as soon as this information is received.
- Program income—revenue, earned interest and in-kind match—must be handled according to grant guidelines and OMB Circulars A-87 and A-102, if applicable. (Appendix F)

Termination of Grant

It is the responsibility of the GPM to ensure all funds are expended by the grant termination date. The project's beginning and ending dates, which determine the funding period, are identified on the Notice of Award. Expenditures encumbered before award date or after grant termination date may be ineligible for reimbursement. An extension of the grant may be requested in the event the programmatic goals of the grant have not been met or funding remains.

- Closeout of grant includes ensuring timely submission of all required reports and making adjustments for amounts due. Closeout of grant does not automatically cancel any requirements for property accountability, record retention or financial accountability.
- Project closeout cannot be done until all obligations are met. 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. Documentation shall be combined and retained by GPM. GPM shall work closely with Finance and/or responsible department's accounting team when closing out grants.
- GPM shall inventory any equipment purchased over \$5,000 for his/her area of control and shall submit inventory records to the Administrative Coordinator, for insurance purposes.

Record Retention

Financial and programmatic records, supporting documents, statistical records and any other records that are required by the terms and conditions of the grant or may be considered reasonably pertinent to a grant must 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.

GPM is expected to ensure that records of different fiscal periods are separately identified and maintained so that information may be readily located and accessed.

2.3 Department Head

Department Heads review grant ideas brought to them by department staff and managers—giving weighted consideration to County and Responsible Department goals and objectives and available resources—before giving verbal approval to explore and develop grant opportunities.

Department Heads are responsible for assigning responsible staff members to serve as Grant Project Manager (GPM) to oversee the grant. If a GPM leaves employment with the County, then the duty of GPM will be reassigned to another staff member. Department Heads will work with the Finance Department and the Finance/Insurance Committee if issues arise with the GPM's inability to successfully implement grant activities.

Department Heads are responsible for reviewing the completed grant packet compiled by the GPM before signing, thus giving official departmental approval for grant request. Department Heads should

not approve any grants the responsible department does not have the personnel and financial resources to successfully administer.

Department Heads or designee will submit a Federal/State Awards form (Appendix D) to Finance Department for Grant/Award tracking for audit purposes. This form shall include all grant awards for the responsible department.

2.4 Home Committee

Home committee reviews grant packet after Department Head approval. Home committee chairperson signs GRI form if committee approves grant request.

If departmental policy dictates Home Committee approval before submission, chairperson's signature is required before RFP and application is sent to grantor agency.

AFTER AWARD

Annual revenue and expenditure projections shall be provided to the Home Committee by the GPM (within the required budget process timeline) to ensure integration into the County's formal, annual budget process.

2.5 Corporation Counsel

The Corporation Counsel shall approve all contracts, grant agreements, memoranda of understanding, intergovernmental agreements and any other binding documents prior to signature of the County Board Chairman if a resolution is required. A resolution is required for any purchase greater than \$5,000 requiring county funding, if not budgeted, and for any new positions. Corporation Counsel shall sign GRI form if/when grant request meets all applicable legal requirements. Corporation Counsel is a resource for any legal questions pertaining to any aforementioned documents or proceedings.

2.6 County Board

Home committee places resolution on County Board agenda if approval is required. GPM will work with the County Clerk to prepare a County Board resolution, in accordance with the established process and County Board agenda packet deadlines. County Board reviews grant packet and County Board chairperson signs GRI if approved.

If departmental policy dictates County Board approval before submission, chairperson's signature is required before RFP and application is sent to grantor agency.

2.7 Administrative Coordinator

Administrative Coordinator shall be consulted for any grant applications which involve and/or require equipment training, requests for bids, new positions requiring WRS/fringe benefits (along with Personnel and Wages Committee) or inquiries in determination of conflicts of interest.

If grant funds will be used to purchase equipment requiring training, the GPM shall gather detailed information on the type of equipment, training necessary, if additional insurance is necessary, how

the cost is to be allocated, if training is ongoing and who will be providing it. Administrative Coordinator shall work with GPM to ensure all insurance requests are appropriate for the County.

Administrative Coordinator shall have primary oversight responsibility for stewardship of County capital assets, but individual Responsible Departments shall assist.

2.8 Technology Services

Technology Services shall be consulted for any grant application questions involving and/or requiring new software implementation, compatibility with existing software, availability of server space and/or any new computer or technology equipment. GPM should consult Technology Services in regards to any programmatic requirements associated with the grant and shall gather detailed information on the required equipment cost, type, life expectancy and replacement/repairs associated with any grant funded purchases of technology equipment.

2.9 Finance Department

Finance Department shall be consulted for any grant application questions or concerns regarding budgeting and general ledger account set up.

AFTER AWARD

When grant award letter/notification has been received, GPM shall send a copy of the completed grant packet and grant award letter to Finance Department for audit tracking purposes.

The Finance Department shall review grant documents on a periodic basis to determine if the GPM is meeting basic requirements. It is the responsibility of the GPM, however, to ensure compliance with all reporting requirements—financial and programmatic.

The Finance Department shall establish separate general ledger account codes for each grant project to avoid commingling of grant project funds—even if there are multiple grants for the same project.

The Finance Department shall compile awards sent from responsible departments using the Federal/State Awards form (Appendix D) for audit purposes. The County's Finance Department 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.

2.10 Other Affected Departments

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

SECTION III: COUNTY FIDUCIARY RESPONSIBILITIES

3.1 Internal Controls

When any employee of the County (GPM) 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 determining compliance employees working with grants shall look to three specific areas: the green book: Standards for Internal Control in the Federal Government, any State mandated requirements and the County's own internal control policy along with any grant specific requirements. The County's Internal Controls Policy was designed to ensure the County fulfills its fiduciary and administrative responsibilities, establishing policy to provide reasonable assurances regarding the achievement of County-wide and program-level objectives in the following categories:

- Effectiveness and efficiency of operations
- Reliability of financial and programmatic reporting
- County compliance with applicable laws, regulations contracts, grant agreements and other compliance requirements
- 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
- Funds, property and other assets are safeguarded against loss from unauthorized use or disposition

Conflict of Interest

Grant audit findings due to conflict of interest can damage the reputation and credibility of Oconto County. Further, the appearance of a conflict of interest can be just as damaging to the County as an actual conflict. The purpose of this policy is to avoid the appearance, as well as the actuality, of any conflict of interest or breach of trust by any official or employee of the County.

No employee or officer shall have direct or indirect interest (financial, personal or otherwise) in any activities relating to the selection, award or administration of a contract/grant supported by a Federal/State award if he or she has a real or apparent conflict of interest. Any person or officer participating in any grant activities is required to read, review and sign a conflict of interest form (APPENDIX C) on an annual basis. The signed form shall be kept with the Administrative Coordinator.

No employee or officer may accept gratuities or anything of monetary value from contractors or parties to subcontracts.

Reimbursement

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 and/or the responsible departments accounting team. 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
C/O "Department Name"
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.

3.2 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.

3.3 Procurement

See Financial Management Policy Sec 1.9 for questions regarding purchasing.

Procurement of grant funded equipment and services under \$5,000 and annual maintenance contracts shall be exempt from Financial Management Policy Sec. 1.9 (4). A report of these items shall be given to the Finance / Insurance Committee.

3.4 Subrecipient/Contractor

To determine whether a provider is a subrecipient or contractor use Subrecipient-Contractor Determination form (Appendix E). Once determination is made between subrecipient and contractor:

Subrecipient: The County is responsible for monitoring subrecipient activities to ensure the federal and state funds are used for authorized purposes in compliance with the federal and state program laws and regulations and the County's Grant Administration Policy. For the purpose of this policy, monitoring is defined as observation, assessment and reporting of subrecipient performance conducted by the County to determine the project's efficiency and delivery of services.

Monitoring activities may include:

- Reviewing reports and supporting documentation submitted by subrecipient;
- Performing site visits to subrecipient to review financial and programmatic records;
- Observing operations;
- If necessary, arranging for full-scope, limited scope and/or agreed upon procedures engagements for certain aspects of subrecipient activities, such as eligibility determinations;
- Reviewing subrecipient's single audit or program specific audit results; and
- Evaluating audit findings and the subrecipient's corrective action plan.

An on-site fiscal monitoring visit is a review of a minimum of one quarter's worth of transactions for the current budget period of each subrecipient program. The review will include, but is not limited to, the examination of the subrecipient's general and payroll ledgers, invoices, time and activity reporting, board minutes and procedures. The review will assess compliance with special conditions and administrative requirements, reconcile the subrecipient's subgrant fiscal records with the expenditures reports submitted to the County, test subrecipient transactions for allowability, verify subgrant cash balances, verify subrecipient records are being maintained per record retention schedules, determine if the County's records need to be adjusted, prepare a review memo identifying review findings and recommendations for follow-up, and monitoring any implementations of the corrective action plan.

Contractor: a person or organization with whom the County has a written agreement or contract to perform specific services or provide goods for a project. A contract shall contain:

- names, dates and signatures of all parties,
- CFDA Number,
- Address,
- Effective dates of the agreement
- Activities and services to be performed,
- Maximum amount of remuneration/compensation to be paid by the County under the agreement, including hourly rate and other expenses for the consultants, and
- Administrative remedy (i.e. release clause/cancellation) and appropriate remedial actions when contractors violate or breach contract terms, including the manner of termination, the number of days within which parties must provide written notice of such cancellations and the basis for the settlement.

All contracts shall contain a provision requiring compliance with Equal Employment Opportunity (Executive Order 11246&11375) and as supplement by 41 CFR part 60).

3.5 Matching Funds

As a general rule, only those items eligible to be paid by the grant activities themselves may be eligible and contributed to meet the statutory match requirements. Match is the contribution of the County toward the eligible grant cost or cost sharing. County matching funds are typically from General Fund money (cash) or in-kind contributions of goods or services.

In-kind contributions are things that could exist (or could happen) without the grant. Contributions may consist of, but are not limited to, personnel time given to a project, use of existing equipment or facilities, office space or performance of services at a reduced cost.

To qualify as an in-kind contribution certain conditions may apply, such as:

- It must be necessary and reasonable to accomplish the projects objectives;
- Cannot come from a Federal source;
- Cannot be program income;
- Cannot be used to match another Federal grant;
- Incurred and contributed within the grant period;
- Must apply to the cost sharing requirement of the grant.

In-kind contributions must be documented and verifiable. Records must be maintained to support how the value of the in-kind contribution was determined. Costs must also be authorized and legal—not prohibited under state or local laws or regulations. For further criteria relating to allowability of non-Federal agency cost sharing or matching see CFR 200.306 (cost sharing or matching) and CFR 200.434 (contributions and donations).

Requests for matching funds 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 responsible department's Home Committee/Board, Finance/Insurance Committee and, when necessary, the County Board.

If the grant project requires matching funds for future years on an annually renewable grant, the request for funds must be estimated and budgeted by the responsible 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.

3.6 Authority and Sources of Guidance

This policy supplements the Green Book: Standards of Internal Control in the Federal Government, any applicable State of Wisconsin requirements and the County's Financial Management and Internal Control policies 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.

- Single Audit Act of 1984 and Amendments of 1996
- Grants Management Common Rule_ http://www.whitehouse.gov/omb/grants_chart/
- Federal OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (relocated to 2 CFR, Part 225)
https://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a87.pdf
- 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>
- Federal OMB Circular A-122, Cost Principles for Non-Profit Organizations (relocated to 2 CFR, Part 215)
https://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a122.pdf

- Federal OMB Circular A-133, Audits of States, Local Governments, and Organizations
https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf
- Federal OMB Circular A-133, Compliance Supplement
https://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012
- Catalog of Federal Domestic Assistance (CFDA) <https://www.cfda.gov>
- Code of Federal Regulations (CFR)
<https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>
- Catalog of Federal Domestic Assistance (CFDA) 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: <http://www.cfda.gov>

SECTION IV: 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: Is a funding technique in which program monies are received in advance of the 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 common 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: 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/

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

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.

<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

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

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%20compliance%20supplement%202012)

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.

Resolution: A written motion adopted by County Board giving consent or approval.

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 CHECK LIST

Grant Name _____ Department _____

Grant Project Mgr. _____ Position _____

Procedures for Developing and Submitting Grant Applications

- Receive verbal confirmation from Department Head to move forward with application process after determining the purpose of the grant project meets County & department operational priorities and goals.
- Read and understand entire grant application to ensure your department has the appropriate resources to comply with the grantor's requirements.
- Develop grant concept including estimated budget and expected funding sources.
- Consult and notify other affected department—including accounting staff—that will support or have the capacity to implement your project (e.g. T.S. if project involves software implementation)
- Complete final review and editing (a pair of fresh eyes are best), making sure to check the application against the grantor's instructions. Review Grant Request Info & Intent (GRI) form to make sure it is filled out accurately and completely. Compile grant packet—grant check list, GRI and attach copy of grant application and RFP as well as any other pertinent info for approval process.
- Department Head approval—Grant packet is reviewed and GRI is signed.
- Home Committee approval – Grant packet is reviewed and GRI form is signed by chairperson. Chairperson's signature needed prior to grant application submittal if required by department policy.
- Corporation Counsel should review *if Resolution is required*—Grant packet is reviewed and GRI form is signed by Corp Counsel.
- Home Committee places resolution on County Board agenda for approval if required. Grant packet is reviewed and GRI form is signed by County Board chairperson. Chairperson signature needed prior to grant application submittal if required by department policy.

Procedures for Post-Award Procedures

- Grant Project Manager should keep copy of award notice/notification with grant packet for achieving along with all pertinent documentation.
- Copies of grant check list, GRI form, grant application, County Board resolution (if applicable) and award notice/notification letter should be sent to Finance department for tracking purposes.
- Set up meeting with Finance if assistance is required to reconcile accounts associated with the grant.

APPENDIX B: GRANT REQUEST INFORMATION

GRANT INFORMATION			
Grant Name:			
Grant Source:			
Applying Department:			
Grant Project Manager (GPM):		Phone #	
Funding Period:		Grant Due Dates	
Type of Grant:	<input type="checkbox"/> New Non-Entitlement <input type="checkbox"/> Repetitive <input type="checkbox"/> Under \$5,000 <input type="checkbox"/> Other		
Purpose/Problem this Grant addresses:			
If applicable, please list a website for information about the grant or grantor agency:			
Availability of Continuation Funding:			
Plan for Continuation of Program After Grant Expiration:			

FUNDING AND FINANCIAL INFORMATION			
Amount of Grant Requested:	\$	County In-Kind Match and Source:	
Required County Match:	\$		
Does the Grant allow reimbursement for indirect costs?		County's Indirect Costs:	
Staffing Requirements:			
Collaborative Partners:			
What are the administrative reporting requirements for the Grant?			

GRANT ANALYSIS

Why is Oconto County the best operator for this grant?	
How does this grant further the department strategic plan or budget?	
What are the expected benefits or outcome from this grant?	
Does this grant duplicate or conflict with other community or county programs currently in operation?	
Does this grant create additional financial or legal liability? If so, has Corp Counsel and /or Finance been consulted?	
What performance metrics/data will need to be recorded or tracked as part of grant implementation?	

SIGNATRUES - APPROVAL

Department Head:	Notes:
Date:	
Home Committee Chairperson:	Notes:
Date:	
Corporation Counsel <i>if required for resolution:</i>	Notes:
Date:	
County Board Chairperson <i>if resolution approved:</i>	Notes:
Date:	

APPENDIX C: CONFLICT OF INTEREST

NOTE: All officials and personnel must adhere to the following requirements:

No officials (including board members) or personnel of the County may participate in any activities having the potential to undermine impartiality due to a possible clash between the person's self-interest, professional interest, and /or public interest. Individuals with or who acquire a personal or financial interest in any activity associated with the County must immediately disclose the interest to Oconto County in writing.

Officials and employees shall avoid any action that might result in or create the appearance of:

- Using an individual position for private gain,
- Giving preferential treatment to any person,
- Losing complete independence or impartiality,
- Making an official decision outside official channels, or
- Adversely affecting the public confidence in the integrity of the "County".

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I have no conflict of interest to report.

I (or an immediate family member) may have a conflict of interest in the following areas:

1. _____

2. _____

3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____ Date: _____

Position Title: _____ Department: _____

Having an interest in or an affiliation with an organization doing business with the County does not necessarily prevent you from involvement, but the relationship must be made known to the "County". Failure to disclose or a false disclosure may result in a disciplinary action.

APPENDIX E: Sub recipient vs. Contractor Determination

Provider: _____

SS200.330 Subrecipient and contractor determinations

Payments on purchase of service contracts are generally financed with a combination of federal, state and local sources. A provider may be a subrecipient or a contractor, as defined by federal and state guidance, depending on the substance of its agreements with us. As a pass-through entity, we are responsible to assess each provider and make a case-by-case determination as to whether provider is a subrecipient or a contractor. The determination requires the use of judgment with the substance of our relationship more important than the form of our contract. It is expected that not all characteristics would be present in each relationship.

Subrecipient Characteristics:		YES	NO
1	Determines who is eligible to receive what Federal assistance.		
2	Has its performance measured in relation to whether objectives of a federal or state program were met		
3	Has responsibility for programmatic decision making.		
4	Is responsible for adherence to applicable federal and state program requirements specified in the federal and state award.		
5	In accordance with its agreement, uses the federal and state funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of _____		

Contractor Characteristics:		YES	NO
1	Provides the goods and services within normal business operations.		
2	Provides similar goods and services to many different purchasers.		
3	Normally operates in a competitive environment.		
4	Provides goods or services that are ancillary to the operation of the federal or state program.		
5	Is not subject to compliance requirements of the federal or state program as a result of the agreement, though similar requirements may apply for other reasons.		

Conclusion:	
Based on a review of the characteristics of the provider and our understanding of the services to be provided, we have concluded that the provider is (circle one):	
SUBRECIPIENT	VENDOR

Completed by: _____ Date: _____

Approved by: _____ Date: _____

APPENDIX F

Acknowledgement of Review of Grant Management Policies and Statutes

NOTE: All employees / personnel of Oconto County participating in any grant related activities shall read and sign this statement acknowledging their completion of the reading of the Grant Management Policy, the statutes and procedures in regards to grant activities.

I have received and read through the policy and procedures regarding grant management at Oconto County. I acknowledge I understand the information presented and feel competent to complete grant activities in the best interest of Oconto County.

Employee Signature

Employee Job Title

Date

Print Employee Name

RE: **APPROVE PROPOSAL FROM MILLIMAN INC. FOR AN ACTUARIAL VALUATION AND FOR A TRANSFER OF FUNDS**

Whereas Oconto County, as a governmental entity, is subject to generally accepted accounting principles (GAAP) and the Governmental Accounting Standards Board (GASB) is as the primary standards setting body for governmental GAAP; and

Whereas the GASB does issue periodic Statements that governmental entities are required to follow if applicable; and

Whereas the GASB has issued Statement's #45 and #75 which requires the reporting of Other Post Employment Benefits (OPEB) in governmental entities annual audit reports. In 2018 GASB #45 will be replaced with GASB #75; and

Whereas due to the complexity of the technical requirements of GASB #45 & #75, it is deemed necessary to contract with an actuarial firm to develop the appropriate data and reports for inclusion in Oconto County's annual audit report and the firm of Milliman, Inc. of Brookfield Wi. is the predominant actuarial firm which provides this service.

NOW BE IT RESOLVED that the County accept the (attached) proposal of Milliman Inc., to perform an actuarial valuation, and related services, of Oconto County's obligations for OPEB under GASB Statement #45 for 2017 and GASB #75 for 2018 for \$12,000 in total; and

BE IT FURTHER RESOLVED that the bidding requirements of Sec. 1.9.4 of the Oconto County Financial management Policy (FMP) be waived for this project, due to the fact that Milliman is the predominant actuarial firm in the region for providing this service and they also have the WCA as a client from which pertinent claims experience data will be directly available; and

BE IT FURTHER RESOLVED that the funds shall be provided from account #1000-29-51511-2130.

Submitted this 22nd day of December, 2016

By: FINANCE & INSURANCE COMMITTEE

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

Reviewed by Corporation Counsel:

Adopted by Vote:

CMC
Initials of
Corp. Counsel

11.09.2016
Date
Reviewed

Ayes: _____ Nays: _____ Absent: _____



15800 Bluemound Road
Suite 100
Brookfield, WI 53005
USA
Tel +1 262 784 2250
Fax +1 262 923 3680

milliman.com

Stacey V. Muller, FSA, MAAA
Consulting Actuary

stacey.muller@milliman.com

August 23, 2016

Teri L. Boos
Finance Director
Oconto County
301 Washington Street
Oconto, WI 54153

[Sent via email: teri.boos@co.oconto.wi.us]

Re: Proposal for Oconto County GASB Actuarial Valuation as of January 1, 2017

Dear Teri:

As you requested, we prepared this proposal to perform an actuarial valuation of Oconto County's obligations for Other Post Employment Benefits (OPEB) under Governmental Accounting Standards Board Statement (GASB) as of January 1, 2017.

PROPOSED SERVICES

Milliman will provide an actuarial valuation of Oconto County's GASB obligation, including the following services:

- Development of actuarial assumptions, including estimating retiree medical claim costs
- Calculation of the GASB actuarial accrued liability and associated annual required contribution
- Preparation of associated disclosure items for Oconto County's auditors
- Ten-year projection of cash flow and the GASB net periodic benefit cost
- Written summary of results, assumptions, and methodology

Please note that GASB has adopted new accounting standards (GASB 75 will replace GASB 45) for fiscal years beginning after June 15, 2017. Since we typically do two fiscal years at a time in our valuation, we anticipate this report will cover both fiscal year 2017 and fiscal year 2018. GASB 75 must apply for the fiscal year 2018 valuation, but could also be adopted early and applied to the fiscal year 2017 valuation as well.

The new accounting standard requires the use of a different actuarial cost method and additional considerations when setting the discount rate. Due to these differences, if Oconto County does not want to adopt the new standard for the 2017 valuation, we will need to prepare two separate valuation runs to provide both 2017 and 2018 results. On the other hand, if Oconto County is willing to adopt the new standard for the 2017 valuation, only one valuation approach will be needed. This decision will impact the fees estimated for this valuation as outlined below.

Attached to this proposal is an informational piece discussing the new standard. Please let me know if you have any questions. Otherwise, consider discussing this with your accountants to help make this decision.

MILLIMAN STAFF

Staff from Milliman's Milwaukee office will provide services for Oconto County. Our Milwaukee office employs about 200 total employees in all consulting areas and consults both locally and nationally. We have conducted GASB 45 valuations for at least 60 Wisconsin governmental entities within the past several years.

I (Stacey Muller) will be responsible for managing the Oconto County engagement. I am a Consulting Actuary in the Milwaukee office of Milliman, a Fellow of the Society of Actuaries (FSA), and a Member of the American Academy of Actuaries (MAAA). I have over 20 years of experience in health insurance with clients around the country. My clients include private and public sector employers, HMOs, and other health insurance entities. I have worked with a number of municipalities and school districts on their GASB valuations.

DATA REQUEST

We understand that the valuation will be as of January 1, 2017. We will send a data request closer to the actual valuation date if this proposal is accepted. We will request census information in the same format as provided for the last valuation and will summarize our understanding of your plan details and provide a format for you to confirm or edit the details.

We understand the County's medical coverage has been through the Wisconsin Counties Association (WCA) in the past. If that is still the case, the WCA is a client of ours, so we may be able to obtain your claims experience data directly from the WCA, with your permission.

TIMING AND FEES

If Oconto County agrees to adopt the new GASB accounting standard for fiscal year 2017 so that both 2017 and 2018 valuations use GASB 75, Milliman proposes a flat fee of \$10,500 for this project. Alternatively, if the county wishes to use GASB 45 for fiscal year 2017 and the new standard for fiscal year 2018 (such that two separate valuations are required), the fee will be \$12,000 for this transitional period.

The estimated fees are based upon the following data and valuation specifications:

- Receipt of accurate data prepared in accordance with the data request
- Results are communicated in our standard written report, without customization
- Valuation of the current plan design, without alternatives
- No on-site meeting

Regular time-and-expense charges will apply for work by Milliman that is related to data that is not provided according to specifications.

Often, clients would like a presentation of the results to their Board or would like some testing of benefit alternatives. ~~The County may desire to set aside an additional budget of \$3,000 to \$3,500 in case you would like to engage us for these optional services.~~

Milliman will finish our evaluation within six weeks of receiving all data in the requested format.



CONSULTING SERVICES AGREEMENT

This engagement will be covered by the Consulting Services Agreement and Business Associate Agreement in place with Oconto County, signed on February 18, 2010.



We look forward to working with Oconto County on this project. Please sign and return a copy of this engagement letter to proceed with this project. Please call me (262-796-3490 direct) with your questions.

Sincerely,

Stacey V. Muller, FSA, MAAA
Principal and Consulting Actuary

SVM/cm

Attachment

Oconto County GASB 45/75 Actuarial Valuation Proposal for January 1, 2017 Valuation Accepted by:

Oconto County, Wisconsin

Signature

Print Name

Company

Date

RESOLUTION # 98 - 2016

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

RE: REORGANIZATION OF CHAPTER 75, WIS. STATS. - PROPERTY TAX COLLECTION PROCEDURE

WHEREAS, the procedure for the collection of delinquent property taxes, for the transfer of tax delinquent property from the titled owner to Oconto County and the sale of tax delinquent property by Oconto County is governed by Chapter 75 of the Wisconsin Statutes; and

WHEREAS, Chapter 75 delegates the responsibility for the above-described tasks to the office of the Treasurer for Oconto County; and

WHEREAS, over several years' time some of the duties delegated to the office of the Treasurer by statute have been assumed by other Oconto County departments; and

WHEREAS, the causes for this assumption of Chapter 75 duties by other Oconto County departments no longer exists; and

WHEREAS, it is deemed by the office of the Treasurer that return of all duties under Chapter 75 to the office of Treasurer will be consistent with state statute, will operate as lean government and will serve the interests of Oconto County;

THEREFORE, BE IT RESOLVED, that, effective January 1, 2017, all duties defined in Chapter 75 of the Wisconsin Statutes shall be the responsibility of the office of the Oconto County Treasurer, who will oversee, manage and delegate these duties in a manner which is consistent with statute and which serves the lean interests of Oconto County Government, as represented on the flow chart attached to this resolution;

BE IT FURTHER RESOLVED, that in order to carry out the duties described above the office of the Treasurer shall share with the office of the Property Lister, the position of property analyst in a manner that meets the needs of both offices. Any scheduling conflict between the departments with regard to this employment of the property analyst shall be resolved by the Administrative Coordinator.

Submitted this 22nd day of December, 2016.

By: FINANCE & INSURANCE COMMITTEE

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

Reviewed by Corporation Counsel:

Adopted by Vote:

Cam 12.17.2016
 Initials of Date
 Corp. Counsel Reviewed

Ayes: _____ Nays: _____ Absent: _____

(Current) Tax Deed Process

**County Treasurer
Statute 75**

1. 1st Publication
2. Type and Sign tax deed notice
3. Collect payments
4. Receive Phone calls
5. Reconcile tax deed accounts
6. Calculate Buybacks for Co. Surveyor
7. Land Sale Acct. reconcile
8. Payout muni specials
9. Payout proceeds
10. Tax deed inventory

LAND OWNER

Land Information & Forestry Committee

1. Approve buybacks
2. Approve land sales
3. Approve taking of properties

Property Analyst

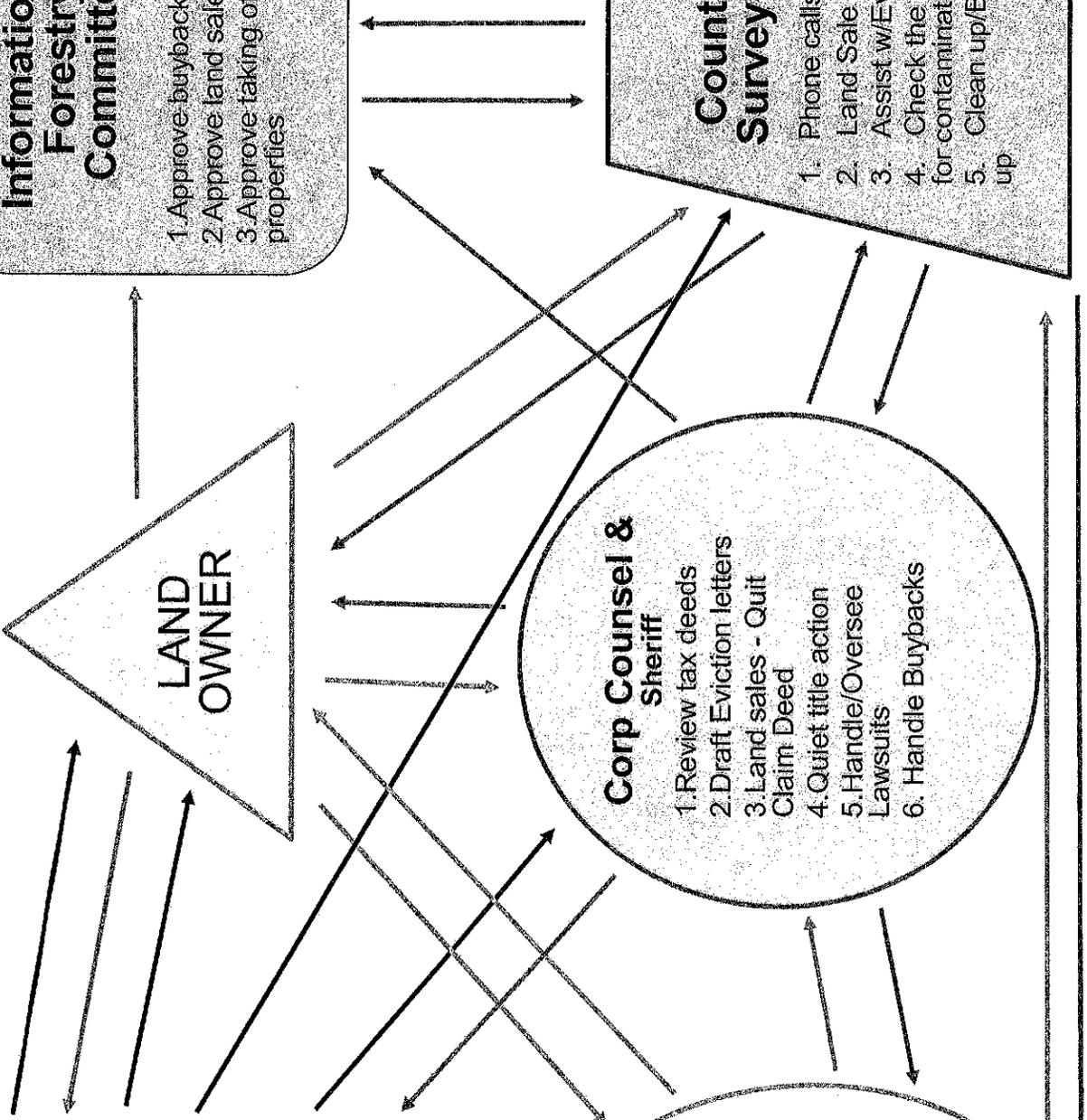
1. Review title searches
2. Collect cert. mail signatures & file
3. Type 2nd Publication
4. Coordinate Land Sale
5. Phone Calls
6. Draft tax deeds
7. Land Sale

Corp Counsel & Sheriff

1. Review tax deeds
2. Draft Eviction letters
3. Land sales - Quit Claim Deed
4. Quiet title action
5. Handle/Oversee Lawsuits
6. Handle Buybacks

County Surveyor

1. Phone calls
2. Land Sale
3. Assist w/Eviction
4. Check the parcel for contamination
5. Clean up/Board up



Tax Deed Process (1/1/2017)

**LAND
OWNER**

Corporation Counsel & Sheriff

1. Oversees the legal parts of the process.
2. Draft and Review Tax Deeds
3. Draft Eviction Notices for Sheriff to Evict
4. Work with Lawyers/Lawsuits
5. Work with Quiet Title Actions
6. RE transfers - process
7. Land Sales – Draft Quit Claim Deeds
8. Work with Buybacks

County Treasurer

Statute 75

1. Draft 1st Publication - January
2. Title Searches received/reviewed in this office
3. Mail out Tax Deed Notices
4. Receipt in Tax Payments – August 31st
5. Collect Certified Mail Signatures
6. Draft 2nd Publication by June 1st
7. Tax Deed Records kept in this office
8. Write Up Resolution for Finance Committee and Co. Board
9. Send information onto Corporation Counsel.
10. Calculate the Buyback Amounts
11. Create Land Sale Booklet/ get appraisals
12. Manage/Run the Land Sale/collect \$/ Wisc. Online Auctions
13. Land Sale Account Reconciliations

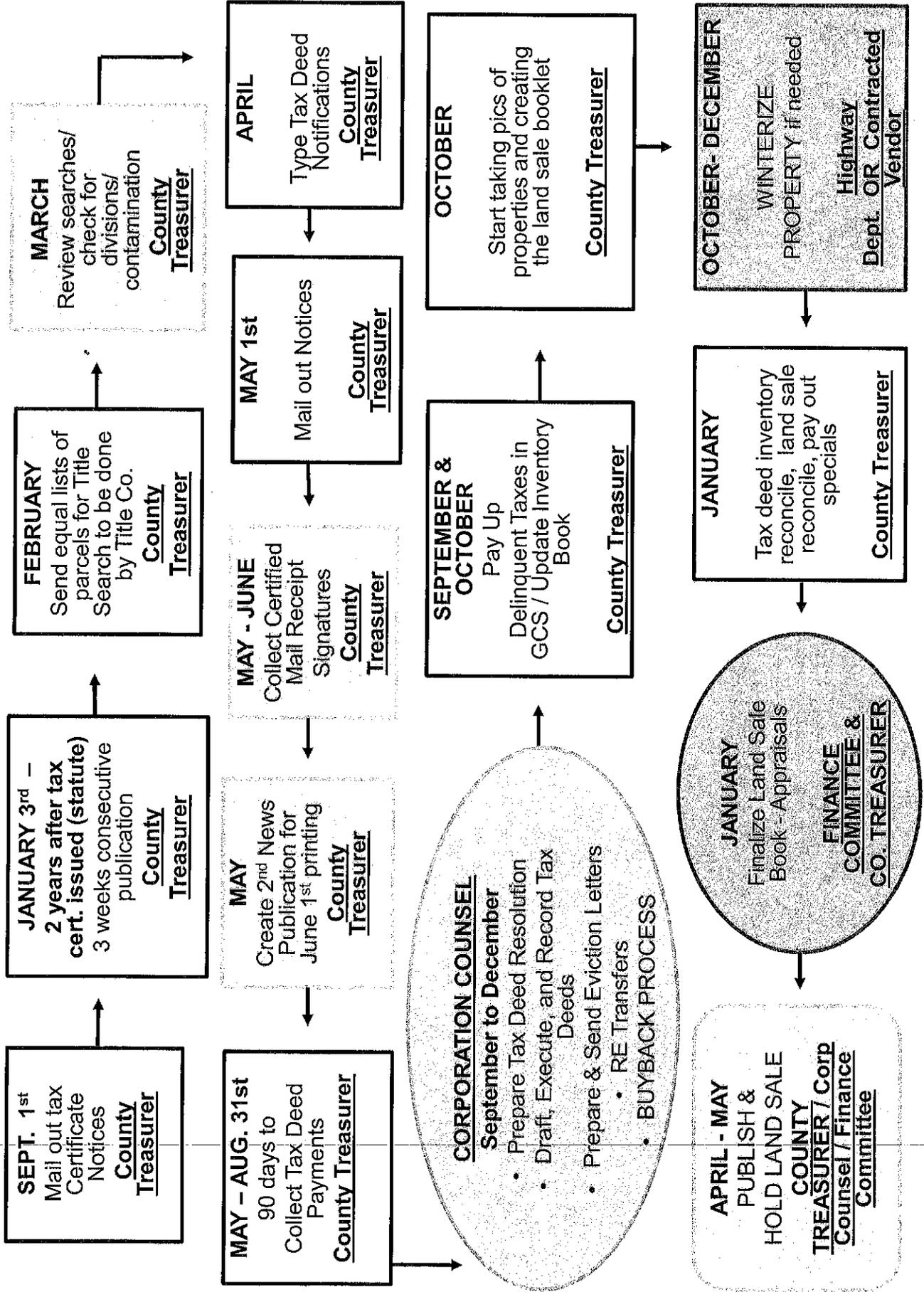
Hwy Dept. / Contracted Vendor

Work on locking up property after County Takes Deed

Finance Committee/ County Board

1. Approve Tax Deed Resolution
2. Approve Sales
3. Approve Buybacks

TAX DEED TIMELINE



RESOLUTION # 99 - 16

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

RE: **APPROVAL OF CONVERTING PART TIME OFFICE ASSISTANT POSITION TO FULL TIME BENEFITS SPECIALIST IN VETERANS SERVICE OFFICE**

WHEREAS, United States Military Veterans have provided dedication and loyal service in honor of our Country, Oconto County wants to ensure that our Veterans have the opportunity to receive all the services they have earned and are therefore entitled to; and

WHEREAS, a need exists to provide a full-time assistant in the Veterans Service Office, and

WHEREAS, providing for a full-time Benefits Specialist (description attached) rather than a part-time Office Assistant, will improve services to our Veterans; and

WHEREAS, the Finance/Insurance Committee recommends and allocated funds in the 2017 Budget for converting the part-time Office Assistant to a full-time Benefits Specialist (Grade G) position effective December 27, 2016.

THEREFORE, BE IT RESOLVED, that the Oconto County Board of Supervisors hereby approve converting the part-time Office Assistant to a full-time Benefits Specialist position effective December 27, 2016, and

Submitted this 22nd day of December, 2016

By: Finance/Insurance Committee

Lee Rymer
Paul Bednarik
Greg Sekela
Doug McMahon
Gary Frank

Reviewed by Corporation Counsel:

Adopted by Vote:

cam
Initials of
Corp. Counsel

11.16.2016
Date
Reviewed

Ayes: _____ Nays: _____ Absent: _____

(24)

Oconto County - Job Description

Job Title: Benefits Specialist
Position #: 10xxx
Department: Veterans
Reports To: Veterans Service Officer
FLSA Status: Nonexempt
Pay Classification: Grade G
Work Comp Code: 8810
EEO Code: 03-06
Approved Date: 11/14/2016

SUMMARY

This position is responsible to assist veterans and/or their dependents regarding veterans' benefits. Performs complex clerical and record keeping procedures calling for individual judgment and initiative; is responsible for conduction transactions with the public in matters requiring a highly specialist knowledge and understanding of Wisconsin Department of Veterans Affairs/Veterans Administration (WDVA/VA) laws, regulations and/or departmental policies and procedures; performs related work as required by the Department Head. Additional duties include acting as department receptionist, coordinator/dispatcher for medical transportation program and data specialist. Compiles data and operates computers in performance of routine clerical duties to maintain business records and reports by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, but are not limited to:

Assist veterans and/or their dependents to determine benefit eligibility from the U.S. Department of Veterans Affairs (VA), Wisconsin Department of Veterans Affairs (WDVA), and County benefits available.

Assist veterans and/or dependents, or refer to the Veterans Service Officer, with disability compensation and pension issues.

Coordinate and dispatch volunteer transportation driver's to assist Oconto County veterans to/from their scheduled medical appointment within the VA hospital system, record veterans' travel pay and submit mileage vouchers to Finance each month. Keep records to submit to WDVA annually for the Transportation Grant provided to the county.

Maintain database of veteran users of the Oconto transportation program; input/update veteran information into WDVA Internet base database, including discharges; and maintain Vetraspec proprietary database for management reports.

Work and cooperate with various federal, state, and local agencies as necessary to assist veterans and dependents, such as Social Security Administration, Vet Center, Register of Deeds, Department of Health & Human Services, other County Veterans Service Offices, and medical facilities.

Attend training conferences, area support staff training, and informative workshops/meetings to gain knowledge of veterans' benefits and new VA procedures.

Provide notice of veteran deaths to Milwaukee VA Regional Office (VARO) and provide information regarding veteran burials to WDVA as required by statutes.

Understands and maintains data base program for submission of grants

Prepare press releases (from VA and/or WDVA information) and release to area newspapers, maintain Veterans Service Office web page, and prepare/update Veterans Service Office informational brochures and handouts to county veteran organizations.

Responsible for initiating, updating and maintaining confidential records, files, forms and data systems.

Independently compiles data, analyzes and prepares various reports.

Order, organize and maintain brochures, forms and supplies used by the department. Perform general clerical duties to include maintaining case files, filing, proof reading, mail distribution, and shredding.

Assist the Veterans Service Officer with Veterans Service Commission meetings as requested.

Prepare invoices, bills and vouchers for processing by Finance Department in accordance with policies. Recommend the purchase of new equipment, the repairs of present equipment and utilization of rental equipment when necessary.

Assure care and custody of all county property/facilities associated with the job.

Provide work outreach programs, that may require work outside of normal hours when necessary and travel when necessary.

Assist in the preparation of the annual department budget, program, planning and development and implementation of new procedures.

Serve as back up to Veterans Service Office and refer veterans to CVSO for eligibility for Veterans Service Commission emergency aid funds.

Act as department receptionist, including receiving and answering inquiries, providing accurate information, opening mail, and scheduling appointments.

SUPERVISORY RESPONSIBILITIES

This job has no supervisory responsibilities.

SUPERVISION RECEIVED

Employee receives guidance and oversight by supervisors on a regular basis but does work alone on routine and semi-routine matters according to county policies and objectives. Able to work with limited daily supervision and make accurate, rapid, independent decisions referring only unusual cases to supervisor. Routine planning and independent scheduling of work priorities. Prioritize multiple tasks and meet scheduled deadlines. Work in the presence of distractions or under monotonous conditions without significant loss of efficiency. Work as team player in the absence of or with minimal supervision. Manage unexpected changes within job duties.

QUALIFICATIONS

High School Diploma and special course work beyond High School or college credits in the clerical/information processing field. Requires two years' experience in the general clerical field. Prefer one year of experience in the veterans benefits or related field.

Requires basic tested proficiency in Microsoft Excel 2010 – Standards, Microsoft Word 2010 – Standard, Math – General, Filing – Standard, Grammar – General and Spelling – General. Requires intermediate advanced tested proficiency in Typing. Requires WDVA training within two years of hire and training to maintain accreditation. Be able to pass background clearance through VA-PIV for usage of VA software programs and VA secure access systems.

Maintain knowledge of applicable current local, state, and federal laws, rules and regulations.

Possess working knowledge of general office procedures, computer hardware/software and office equipment.

Knowledge of County bookkeeping practices and procedures is necessary.

Knowledge of the Vetraspec software system is preferred.

Knowledge of office and government terminology dealing with veteran's policies, practices and procedures.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before customers or employees of organization, using tact and diplomacy. Possess excellent public relation skills.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Add, subtract, divide and multiply. Ability to apply concepts of basic algebra and geometry. Ability to handle money and work accurately with the receipt of funds.

REASONING ABILITY

Ability to work with limited daily supervision, where employee can proceed alone on routine matters, referring other matters to supervisor. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. Define problems, collect data, establish facts and draw valid conclusions.

CONFIDENTIALITY

Maintain security of confidential matters and materials. Ability to regularly work with confidential data which may include protected health information (includes electronic PHI). Information can be of a personal nature, and if disclosed could cause serious adverse legal and community reaction and concern for the Veterans Office and the County.

CERTIFICATES, LICENSES, REGISTRATIONS

None

MATERIALS AND EQUIPMENT USED

General office equipment, computer, keyboard, printer, calculator, photocopier.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee frequently is required to use hands to finger, handle, or feel. The employee is occasionally required to stand, walk, and reach with hands and arms. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision.

WORK ENVIRONMENT

The noise level in the work environment is usually quiet, with little or no discomfort from temperature, dust, etc. Encounters clients that may be under emotional stress. Distractions from walk-in and call-in clients. Work indoors in a controlled environment. Deal with challenges and criticism on a regular basis. Interact with abusive and/or difficult individuals occasionally. Work in fast-paced high-pressure situations. May be exposed to body fluids and communicable diseases.

DISCLAIMER

The attached statements are intended to describe the general nature and level of work being performed by people assigned to this job. The statements are not intended to be an exhaustive list of specific responsibilities, duties, and skills required of personnel so classified.

Oconto County is an Equal Opportunity and Affirmative Action Employer. In compliance with the American with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

RESOLUTION # 100 - 15

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

RE: **APPROVE CONTINGENCY BUDGET TRANSFER FOR RETIREMENT PAYOUTS**

WHEREAS, recent retirements have occurred resulting in large retirement payouts of sick leave, comp time and vacation; and

WHEREAS, in 2016, \$300,000 was budget and now it is anticipated with these retirements, the cost will be approximately \$360,000 by the end of the year; and

WHEREAS, the Finance & Insurance Committee at their November 14, 2016 meeting recommend approving a Contingency Budget transfer of \$60,000 to the Risk Management Budget, account number 1000-27-51932-0000.

THEREFORE, BE IT RESOLVED, that the Oconto County Board of Supervisors hereby approve a transfer of \$60,000 from the Contingency Budget to the Risk Management Budget, account number 1000-27-51932-0000.

Submitted this 22nd day of December, 2016

By: FINANCE & INSURANCE COMMITTEE

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

Reviewed by Corporation Counsel:

Adopted by Vote:

LAM
Initials of
Corp. Counsel

11.16.2016
Date
Reviewed

Ayes: _____ Nays: _____ Absent: _____

RESOLUTION # 101-2016

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE OCONTO COUNTY BOARD OF SUPERVISORS

RE: 2017 ANNUAL FORESTRY WORK PLAN

WHEREAS, the Oconto County Forest Comprehensive 15 Year Plan requires an annual work plan to be approved by the Oconto County Board of Supervisors, and

WHEREAS, the Forest, Parks, & Recreation/Land Information Systems Subcommittee has unanimously approved the 2017 Annual Forestry Work Plan at their regular meeting held on Wednesday, December 7, 2016, and,

WHEREAS, the Oconto County Board of Supervisors have adopted the Forest, Parks, & Recreation/Land Information Systems Department budget at their budget meeting held October 28, 2016, and

WHEREAS, this annual work plan is needed to comply with Wis. Statute 28.11(5) and Chapter NR47.75 of the Wisconsin Administrative Rules for the administration of the County Forest Administrator Grant Program.

NOW, THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors accept the recommendation of the Forest, Parks, & Recreation/Land Information Systems Subcommittee and approve the 2017 Annual Work Plan as attached, and

BE IT RESOLVED, that a copy of this resolution be sent to Wisconsin Department of Natural Resources, County Forest Specialist, Madison, Wisconsin.

Submitted this 22nd Day of December, 2016

BY: Forest, Parks, & Recreation/Land Information Systems Subcommittee
Greg Sekela Judy Buhrandt
Robert Pott Al Stranz
Vern Zoeller

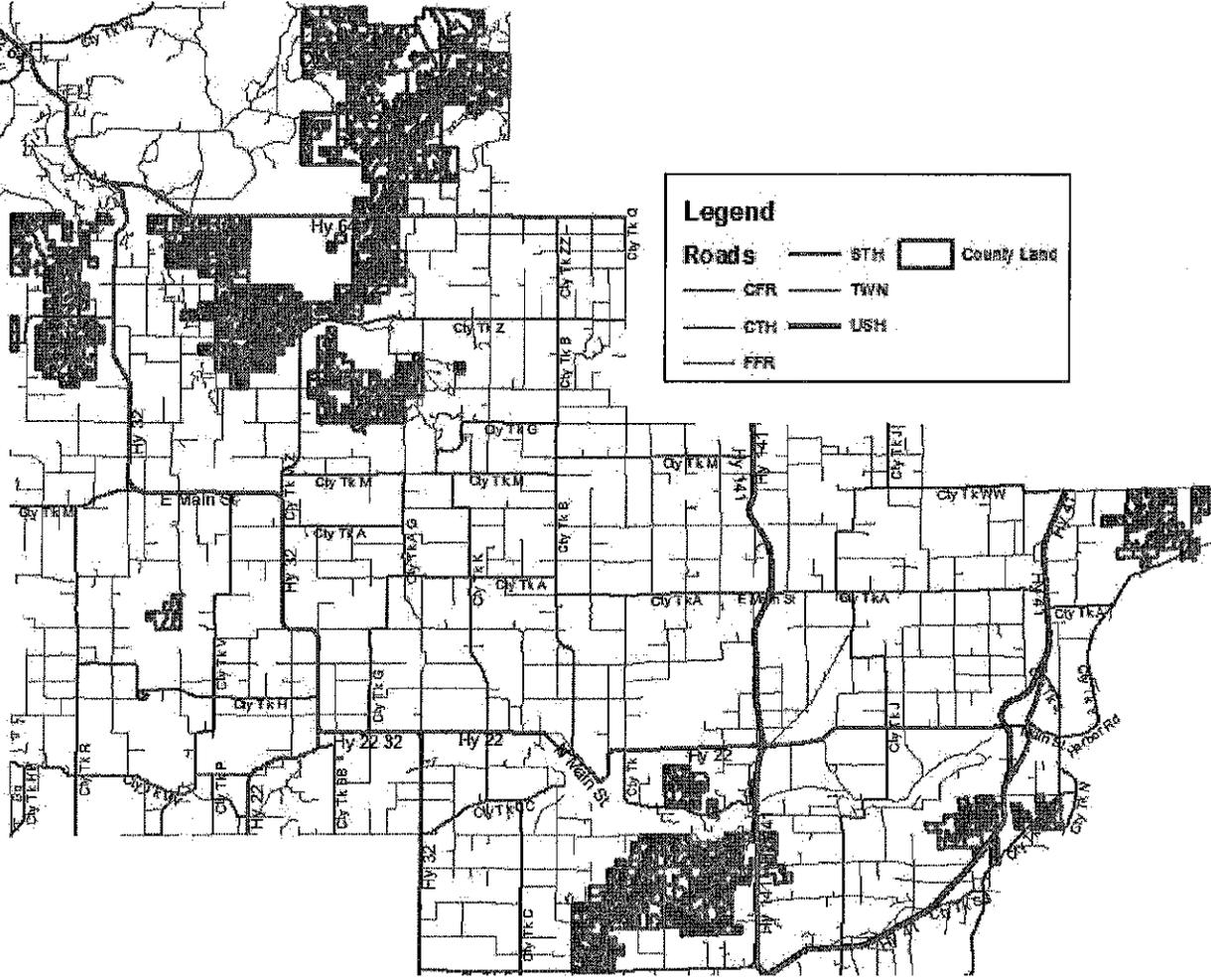
Adopted by Vote:
Ayes: _____ Nays: _____ Absent: _____

Reviewed by Corporation Counsel:

Cam 12.14.2016
Initials of Date
Corp. Counsel Reviewed

(26)

Oconto County Forestry and Parks Department 2017 Work Plan



Oconto County Forest, Parks, Recreation/Land Information Systems Sub-Committee:

1. Greg Sekela
2. Robert Pott
3. Al Stranz
4. Judy Burhandt
5. Vern Zoeller

Forestry and Parks Personnel:

1. Monty Brink, Administrator
2. Dave Borisch, Assistant Administrator
3. Jim Oninski, Forest Tech
4. Mark Pethke, Forest Tech

DNR Forester:

1. Shelley Wrzochalski

2017 Work Plan

An annual work plan and budget based upon the comprehensive plan shall be prepared by the county forestry committee with the assistance of a forester of the department. The plan shall include a schedule of compartments to be harvested and a listing by location of management projects for the forthcoming year. In addition the plan shall include other multiple-use projects where appropriate. A budget, listing estimated expenditures for work projects, administration and protection of the forest, shall accompany the annual plan both to be submitted to the county board for approval at the November meeting.

The plan is a requirement of the County Forest Administrator Grant Program implemented by the Wisconsin Department of Natural Resources (DNR). The plan supplements the County Forest 15-year Comprehensive Land Use Plan (2006-2020) and emphasizes the current needs of the County Forest and recreation program. The work plan focus is based on the current and future need of the 43,315 acres of County forest, 37 miles of County forest roads, 15 parks including 2 campgrounds, 11 boat landings, 25+ miles of bridle trails, 7.2 miles of x-skiing, 421 miles of snowmobile trail, 83 miles of ATV trail, and 50.1 miles of County maintain state trails.

Our Mission Statement

Forestry

The mission of the Oconto County Forestry Department is to promote the planned development and management of the county forest for optimum production of forest products, together with recreational opportunities, wildlife, and watershed protection, giving full recognition to the concept of multi-use for maximum public benefit.

Parks & Recreation

The mission of the Oconto County Parks Department is to provide recreational opportunities by developing, managing, and programming all park lands and trails, also, to promote an appreciation, awareness, and understanding of the natural resources.

2017 Goals

1) Establish timber sales to meet our allowable cut acres and management objectives

Within the Wisconsin County forest Law program (s. 28.11, WI Statue) and the County Forest Comprehensive Land Use Plan (2006-2020) Oconto County Forestry Department will develop forestry practices that will promote sustainability and multi-use of the forest. Many items (i.e. wildlife, watershed protection and endangered/cultural resources etc.) concerning natural resources are considered when conducting all aspects of a timber sale. Allowable cut acres for 2017 are below in table 1 and those stands that are scheduled for timber sale establishment in 2017 are located in Appendix A.

Table #1

Forest Type A	Annual Goal
A	297
H	54
MR	265
NH	73
O	52
OX	36
PR	374
PW	80
SB	55
SC	26
SH	134
SW	13
	1,459

A-Aspen, H-Hemlock, MR-Red Maple, NH-Northern Hardwoods, O-Oak, OX-Scrub Oak, PR-Red Pine, PW-White Pine, SB-Black Spruce, SC-Swamp Conifer, SH-Swamp Hardwoods, SW-White Spruce

Sale establishment is a cooperative team effort between the Oconto County staff and DNR forestry personnel. DNR provides the county 1028 hours to assist in forest management on County owned lands. About 45% of those hours have been used in 2016 and the remaining hours will be utilized in 2017. Those remaining hours will help Oconto County staff to evaluate all stands in Appendix A and conduct reconnaissance to ensure stand is ready for harvest based on sustainability of that species and concerning natural resources before being established for sale.

2) To ensure that timber sales are following contract specifications

Timber sale administration is a joint effort between Oconto County and DNR staff. Currently there are 48 active timber sale contracts. Timber sales are offered for sale twice a year once in May and once in November. County forestry staff conduct all scaling and collect weight scale tickets to be billed by forestry staff. Timberbase software and Wisconsin Forest Inventory and Reporting System (Wisfirs) are used to manage opened timber sales. Timber sale revenue is accounted for in a segregated account managed by Oconto County finance department.

3) To regenerate stands back to fully stocked stands for future sustainability

Reforestation naturally or artificially is an important management practice that helps assure that desirable timber species return to the areas that have been harvested. Natural regeneration species include aspen, birch, maple, and oaks while jack pine and red pine are best regenerated by artificial methods of planting seedlings. Red pine plantations respond best to intermediate thinning treatments every 10-12 years. This rotation of thinning will promote growth and increase stocking. Oconto County has no plans to artificially replant any sites in 2017. Stands cut 5-10 years ago that were allowed to regenerate naturally will be checked for species retention.

4) To maintain compliance with certifying bodies

Oconto County Forestry Department will continue its commitment to third-party certification from the Sustainable Forestry Initiative (SFI) and Forest Stewardship Council (FSC). This commitment is demonstrated through practice of sustainable forest management, upholding certification standards and training. Below are recommendations for improving forest management from the 2016 County Forest Audit.

- a. SFI Minor Non-Conformances – Use of SFI Logos does not fully conform to Section 5-Rules for Use of SFI On-Product Labels and Off-Product Marks. This was issued on a number of inconsistencies in the way that the SFI logo were depicted.
 - a. Oconto County doesn't use the SFI Logo on any documents it distributes. We only use our license code on our haul tickets. Thus no action will be needed by Oconto County.
 - b. SFI Opportunities for Improvement – There is an opportunity for improvement in the criteria and implementation of stand level retention within larger aspen clear-cut blocks. Aspen is occasionally left in stands on the edges, riparian areas, and visual buffers. Aspen should be retained throughout stand if it is representative of the dominant species.
 - a. Oconto County will continue to follow Green Tree Retention guidelines. Oconto County will either work on retaining more dominant species of the stand or document that the dominant species of a stand is not naturally found on the site conditions of that stand.
- c. FSC Major Non-Conformances – Promotional use of trademarks, logos and references to FSC certification are out-of-compliance with the current Requirements for use of the FSC trademarks by Certificate Holders FSC-STD-50-001 (V1-2) EN. Auditors found system-wide problem with use of FSC logos and trademarking.
 - a. Oconto County doesn't use the FSC Logo on any documents it distributes. We only use our license code on our haul tickets. Thus no action will be needed by Oconto County.

d. FSC Observations – 3 Observations were issued

- a. Green trees retained in even-aged harvests often do not include the dominant species on the site (e.g. aspen trees in an aspen regeneration harvest)
 - i. Oconto County will continue to follow Green Tree Retention guidelines. Oconto County will either work on retaining more dominant species of the stand or document that the dominant species of a stand is not naturally found on the site conditions of that stand.
- b. Timber sale maps in some cases were inaccurate and not detailed enough
 - i. Wetland identification on sale maps were not identified. Oconto County will start making maps more detailed to include wetland location.
- c. Contractors on some sales were not wearing the appropriate safety equipment
 - i. Oconto County will communicate with loggers the contract requirement to follow OSHA regulations. However, Oconto County is not require to enforce OSHA standards by the terms of the contract.

5) Identify wildlife habitat improvement areas

Wildlife openings are coordinated with the DNR. Many wildlife habitat improvements are completed by DNR on County forest land every year. 2017 will see a cooperative agreement between land conservation and the Forestry department as a contractor will be hired to improve County land to promote northern pike spawning habitat. Forestry staff also completes mowing activities every year to maintain wildlife viewing and hunting trails.

6) Provide protection to resources located on Oconto County Forest lands

County staff and DNR will increase monitoring for invasive plant species moving on to County land from multiple sources. Sites will try to be identified and treated when feasible. No known disease outbreaks are known on the County Forest. Endangered and cultural resources will be researched before timber sale establishment. Data will be protected according to the license agreement between the County and the Bureau of Natural Heritage Conservation. New sightings will be documentation according to the agreement also.

7) To Ensure that the County forest roads are maintain for safe travel

Oconto County currently has 37 miles of county forest road certified by the DOT and approved by the DNR. County staff will maintain these roads according to s. 82.50, WI statue. Oconto County proposes to develop 5 more segments to be approved by the DNR in 2017. 4 segments are located in town of Mountain and 1 in the Town of Little River. These new segments are about .83 miles in length.

8) To engage with US Forest Service through DNR to implement Good Neighbor Authority

Oconto County has a Memorandum of Agreement with the State of Wisconsin to assist with the implantation of the Good Neighbor Authority, allowing State of Wisconsin to assist the USDA Forest Service with sustainable management of the National Forest in Wisconsin. Oconto County will commit up to 500 hours to this project.

9) To oversee the recreation trail systems to provide for safe travel by all users

Oconto County entered into a partnership with DNR to maintain the Oconto River State trail and Nicolet State trail. Annual inspections will be conducted to evaluate the sections of trail. Improving the surfacing and brushing the sides to allow for safe travel by users is a major priority. Grant funds will be the main source of revenue in making these improvements. Oconto County also oversees the maintenance by clubs of 421 miles of snowmobile and 83 miles of ATV trail. Oconto County also partners with clubs to maintain cross-country skiing trails and bridle trails. These partnerships are very important to the county to maintain.

10) To maintain parks and facilities in a clean, safe and usable condition

Oconto County provides many opportunities for recreational users. Staff will continue to improve safety and public health concerns to improve public enjoyment of all facilities we have to offer. 2017 improvements for Chute pond campground include two new shower facilities and upgrading living/office space at the field house building. These new facilities will address some health and safety hazards that were identified in previous years. Bay Shore Park will see a new well installed for campsite water access and a fish cleaning station install at the boat landing. A small unknown park parcel will be developed into what will be known as Couillardville Park. This will be a joint effort between the Parks Department and the Families of Couillardville Group. Oconto County will be reconstructing our public shooting range in 2017 with funding from Public Shooting Range Development Grant.

11) Develop a budget listing the estimated expenditures for work projects, administration and protection of the forest

On October 27, 2016 the Forestry and Parks budget was approved as presented to County Board. A detailed list of expenditures can be seen in Appendix B.

Appendix A

Compartm	Stand	Schedule	Ye Forester	Ye Forest	Type Treatment	Schedule	Acres
	1	6	2019	2018	A RE		27
	2	5	2019	2018	PR T		17
	5	6	2019	2018	PW T		12
	5	15	2019	2018	H T		8
	14	1	2019	2018	OX RE		4
	14	22	2019	2018	OX RE		32
	14	16	2019	2019	NH RA		27
	16	12	2019	2015	PR T		26
	17	1	2019	2016	PR T		21
	17	7	2019	2019	O T		52
	17	8	2019	2019	PW T		8
	19	5	2019	2018	A T		11
	19	9	2019	2019	NH RA		34
	24	5	2019	2015	SB RE		33
	24	14	2019	2015	PW T		2
	24	1	2019	2018	H T		12
	24	13	2019	2018	PW T		12
	24	11	2019	2019	PW T		7
	25	3	2019	2016	PW RA		16
	25	12	2019	2016	SC RE		26
	28	10	2019	2019	SB RE		22
	28	29	2019	2020	A RE		29
	29	3	2019	2019	MR RA		21
	29	16	2019	2020	PR RE		12
	30	1	2019	2016	MR T		41
	30	8	2019	2016	MR RA		59
	33	7	2019	2015	H T		21
	33	15	2019	2015	MR RE		3
	33	16	2019	2016	MR RE		37
	35	3	2019	2019	A RE		25
	36	18	2019	2017	PR T		1
	39	2	2019	2018	PR T		54
	40	14	2019	2020	PR RE		12
	40	16	2019	2020	PR RE		4
	45	12	2019	2019	MR RA		18
	46	11	2019	2018	PR T		45
	46	3	2019	2019	H T		13
	48	2	2019	2018	PR T		80
	49	5	2019	2015	SH RE		57
	49	11	2019	2016	PR T		28
	53	4	2019	2019	A RE		21
	53	12	2019	2019	PW RA		23
	62	13	2019	2019	A RE		63
	63	1	2019	2018	PR T		59
	64	8	2019	2019	A RE		5
	70	10	2019	2017	PR T		6

70	16	2019	2017 A	RE	5
70	17	2019	2017 SW	T	1
70	18	2019	2017 SW	T	12
71	2	2019	2018 SH	T	24
72	17	2019	2018 MR	RE	18
72	5	2019	2019 NH	RA	9
72	21	2019	2019 A	RE	11
73	13	2019	2019 MR	RE	9
75	4	2019	2019 A	RE	24
77	9	2019	2016 MR	RA	21
77	11	2019	2016 MR	RA	38
79	3	2019	2018 A	RE	76
89	6	2019	2019 SH	RA	53

Appendix B

OCONTO COUNTY BUDGET

LWR-FOREST, PARKS, RECREATION

YEAR 2017

A	B	C	D	E	F	G	H	I	J	K	L	M
Ac #	Account Name	Dist #	Item	ACTUAL 2015	ADOPTED BUDGET 2016	Budget Adjust.	6 Months Actual 2016	Estimated 2016	BUDGET REQUEST 2017	Budget Difference 2016-17	Finance Committee Recommendation	County Board Adopted 2017
1	1000-36 FOREST, PARKS, LAND											
2	REVENUES:											
3	S/A SNOWMOBILE TRAILS	2480	TRAIL MAINTENANCE (#65411)	215,100	105,250	-105,250		105,250	105,250	0		
4			Revenue Account total	\$ 215,100	\$ 105,250	\$ (105,250)	\$	\$ 105,250	\$ 105,250	\$		
5	S/A ATV TRAILS	2480	TRAIL MAINTENANCE (#65412)	40,143	58,420	-54,157	4,263	58,420	58,300	(120)		
6			Revenue Account total	\$ 40,143	\$ 58,420	\$ (54,157)	\$ 4,263	\$ 58,420	\$ 58,220	\$ 8,400		
7	S/A LOCAL PARKS	7635	SPORT FISH RESTORATION									
8			Revenue Account total	\$ 40,143	\$ 58,420	\$ (54,157)	\$ 4,263	\$ 58,420	\$ 58,220	\$ 8,400		
9	S/A LOCAL PARKS	0912	COUNTY PROJECTS (#59211)	75,690					25,000	25,000		
10			Revenue Account total	\$ 75,690	\$	\$	\$	\$	\$ 25,000	\$ 25,000		
11	S/A CONSERVATION	0000	CONSERVATION (#69932)	2,728	2,600			2,600	2,600	0		
12			Revenue Account total	\$ 2,728	\$ 2,600	\$	\$	\$ 2,600	\$ 2,600	\$		
13	S/A WILDLIFE MANAGEMENT	0912	COUNTY PROJECTS (#59333)	2,062	2,062			2,061	2,060	(2)		
14			Revenue Account total	\$ 2,062	\$ 2,062	\$	\$	\$ 2,061	\$ 2,060	\$ (2)		
15	S/A FOREST ROADS	0000	FOREST ROADS (#58110)	11,573	11,573			11,596	11,596	23		
16			Revenue Account total	\$ 11,573	\$ 11,573	\$	\$	\$ 11,596	\$ 11,596	\$ 23		
17	S/A FORESTRY	7507	CO FOREST ADMINISTRATOR GRANT	50,191	50,191			54,695	50,719	528		
18			Revenue Account total	\$ 50,191	\$ 50,191	\$	\$	\$ 54,695	\$ 50,719	\$ 528		
19	S/A FORESTRY	7506	CO FOREST SUSTAINABLE GRANT		17,472			17,472	18,828	18,828		
20			Revenue Account total	\$ 1,159	\$ 35,127	\$	\$	\$ 17,472	\$ 18,828	\$ (35,127)		
21	S/A FORESTRY	7508	ED GRANT (GNA #39384)									
22			Revenue Account total	\$ 51,350	\$ 85,318	\$ 17,472	\$ 72,168	\$ 72,167	\$ 69,547	\$ (15,771)		
23	S/A NATIONAL FOREST TITLE III	0000	S/A FOR NATIONAL FOREST (#66939)	7,536	7,536			7,725	7,725	189		
24			Revenue Account total	\$ 7,536	\$ 7,536	\$	\$ 7,725	\$ 7,725	\$ 7,725	\$ 189		
25	S/A NATIONAL FOREST INCOME	0000	LOCAL DISTRICTS (#66931)		0				0	0		
26			Revenue Account total	\$	\$ 0	\$	\$	\$	\$ 0	\$ 0		
27	CO PARKS - CHUTE POND	0920	DAILY FEES	91,382	85,000			80,000	85,000	0		
28			Revenue Account total	\$ 91,382	\$ 85,000	\$	\$ 64,012	\$ 80,000	\$ 85,000	\$ 0		
29	CO PARKS - CHUTE POND	0921	SEASONAL FEES	33,902	32,500			34,062	34,000	1,500		
30			Revenue Account total	\$ 33,902	\$ 32,500	\$	\$ 34,062	\$ 34,062	\$ 34,000	\$ 1,500		
31	CO PARKS - CHUTE POND	0929	SHOWER REVENUE	2,894	3,000			3,000	3,000	0		
32			Revenue Account total	\$ 2,894	\$ 3,000	\$	\$	\$ 3,000	\$ 3,000	\$ 0		
33	CO PARKS - CHUTE POND	0939	CHUTE POND DUMPSTATION	1,537	1,500			500	1,000	(500)		
34			Revenue Account total	\$ 1,537	\$ 1,500	\$	\$ 391	\$ 500	\$ 1,000	\$ (500)		
35	CO PARKS - CHUTE POND	0941	CHUTE POND VIOLATIONS	40	0				0	0		
36			Revenue Account total	\$ 40	\$ 0	\$	\$	\$	\$ 0	\$ 0		
37	CO PARKS - NORTH SHORE	0920	DAILY FEES	129,754	122,000			117,562	123,000	1,000		
38			Revenue Account total	\$ 129,754	\$ 122,000	\$	\$ 98,465	\$ 117,562	\$ 123,000	\$ 1,000		
39	CO PARKS - NORTH SHORE	0927	FIREWOOD SALES	65,895	65,000			70,000	66,500	1,500		
40			Revenue Account total	\$ 65,895	\$ 65,000	\$	\$ 50,025	\$ 70,000	\$ 66,500	\$ 1,500		
41	CO PARKS - NORTH SHORE	0928	DUMP STATION FEES	1,413	1,500			700	500	(1,000)		
42			Revenue Account total	\$ 1,413	\$ 1,500	\$	\$ 522	\$ 700	\$ 500	\$ (1,000)		
43	CO PARKS - NORTH SHORE	0929	SHOWER REVENUE	205	450			200	400	(50)		
44			Revenue Account total	\$ 205	\$ 450	\$	\$ 181	\$ 200	\$ 400	\$ (50)		
45	CO PARKS - NORTH SHORE	0938	SPECIAL USE PERMITS	80	600			600	500	(100)		
46			Revenue Account total	\$ 80	\$ 600	\$	\$ 2,159	\$ 600	\$ 500	\$ (100)		
47	UNALLOCATED	0000										
48			Revenue Account total	\$ 67,741	\$ 67,650	\$	\$ 52,927	\$ 71,570	\$ 68,000	\$ 350		
49	BOAT LANDING FEES	0920	DAILY FEES (#65410)	29,450	25,000			24,000	25,000	0		
50			Revenue Account total	\$ 29,450	\$ 25,000	\$	\$ 476	\$ 24,000	\$ 25,000	\$ 0		
51	BOAT LANDING FEES	0921	SEASONAL FEES	10,575	11,500			10,500	11,500	0		
52			Revenue Account total	\$ 40,024	\$ 36,500	\$ 2,951	\$ 49,531	\$ 34,500	\$ 36,500	\$ -		
53	SHOOTING RANGE FEES	0920	DAILY FEES (#65405)	873	2,000			2,000	6,000	4,000		
54			Revenue Account total	\$ 873	\$ 2,000	\$	\$	\$ 2,000	\$ 1,000	\$ 1,000		
55	SHOOTING RANGE FEES	0921	SEASONAL FEES									
56			Revenue Account total	\$ 873	\$ 2,000	\$	\$	\$ 2,000	\$ 7,000	\$ 5,000		
57	COUNTY FOREST PERMITS	0938	SPECIAL USE PERMITS	1,165	2,000			1,000	1,500	(500)		
58			Revenue Account total	\$ 1,165	\$ 2,000	\$	\$ 832	\$ 1,000	\$ 1,500	\$ (500)		
59	COUNTY FOREST PERMITS	0936	WOOD PERMITS	756	900			1,000	900	0		
60			Revenue Account total	\$ 756	\$ 900	\$	\$ 591	\$ 1,000	\$ 900	\$ 0		
61	COUNTY FOREST PERMITS	0934	CAMPING PERMITS	610	900			107	900	(900)		
62			Revenue Account total	\$ 610	\$ 900	\$	\$ 107	\$ 107	\$ 900	\$ (900)		
63	SHOOTING RANGE FEES	0920	DAILY FEES (#65405)	2,551	3,800			2,000	2,400	(1,400)		
64			Revenue Account total	\$ 2,551	\$ 3,800	\$	\$ 1,529	\$ 2,000	\$ 2,400	\$ (1,400)		

OCONTO COUNTY BUDGET

LWR-Forest, Parks, Recreation

YEAR 2017

A	B	C	D	E	F	G	H	I	J	K	L	M
Ac #	Account Name	Dist #	Item	ACTUAL 2015	ADOPTED BUDGET 2016	Budget Adjust	6 Months Actual 2016	Estimated 2016	BUDGET REQUEST 2017	Budget Difference 2016-17	Finance Committee Recommendation	County Board Adopted 2017
1	1000-36 FOREST, PARKS, LAND											
2	COUNTY FOREST	0924	TIMBER SALES	850,553	460,000		679,105	980,000	555,000	98,000		
49	COUNTY FOREST	0922	PENALTY ASSESSMENT		250					(250)		
50	COUNTY FOREST	0923	PRIVATE TREE PLANTING		374		259	259	200	(300)		
51	COUNTY FOREST	0925	TIMBER SALES PMT TO DIST'S 10%	(85,025)	(46,000)			(98,000)	(55,500)	(9,500)		
52	COUNTY FOREST	0926	COUNTY FOREST LOAN REPAYMENT		0					0		
53	COUNTY FOREST	7991	WCFA SUMMER TOUR		0					0		
54	COUNTY FOREST											
55			Revenue Account total	\$ 765,902	\$ 414,750	\$ 5,000	\$ 679,363	\$ 882,259	\$ 499,700	\$ 84,950	\$	\$
56			UNALLOCATED	0		5,000	5,000	5,000	500	500		
57			Revenue Account total	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 500	\$ 500	\$	\$
58			TRANSFER FOR CAPITAL PROJECTS	226,694	155,000			150,000	150,000	(5,000)		
59			Revenue Account total	\$ 226,694	\$ 155,000	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ (5,000)	\$	\$
60			TOTAL REVENUES	\$ 1,639,721	\$ 1,074,459	\$ (733,984)	\$ 984,626	\$ 1,524,710	\$ 1,177,698	\$ 103,239	\$	\$
61			EXPENDITURES									
62	COUNTY PARKS	1200	WAGES - FULL TIME	84,685	85,157		36,833	87,000	81,210	(3,947)		
63	COUNTY PARKS	1201	WAGES - LONGEVITY				613			0		
64	COUNTY PARKS	1202	WAGES-SICK PAY BONUS	361	560			361	477	(113)		
65	COUNTY PARKS	1210	WAGES-OVERTIME	920	360		984	1,300	360	0		
66	COUNTY PARKS	1215	WAGES - PART TIME	12,220	12,000		1,760	5,310	12,000	0		
67			TOTAL WAGES	98,186	98,107	0	40,190	93,971	94,047	(4,060)		
68	COUNTY PARKS	1362	FICA	5,852	6,083		2,359	6,000	5,831	(252)		
69	COUNTY PARKS	1363	MEDICARE	1,369	1,414		552	1,400	1,356	(58)		
70	COUNTY PARKS	1364	RETIREMENT (ER)	5,857	5,855		2,550	5,855	5,579	(276)		
71	COUNTY PARKS	1368	HEALTH/DENTAL INSURANCE	32,949	32,171		14,512	32,000	33,207	1,036		
72	COUNTY PARKS	1370	LIFE INSURANCE	40	47		24	40	61	14		
73	COUNTY PARKS	1372	WORKERS COMP INSURANCE	2,547	3,635		1,123	2,400	3,681	46		
74	COUNTY PARKS	1375	INCOME CONTINUATION INS	0	429				429	0		
75	COUNTY PARKS	1376	HRA	2,800	1,400		1,400	1,800	1,400	0		
76			TOTAL FRINGE BENEFITS	51,413	51,034	0	22,519	49,495	51,544	510		
77	COUNTY PARKS		TOTAL PERSONNEL COST	149,599	149,141	0	82,708	143,466	145,591	(3,550)		
78	COUNTY PARKS		TOTAL PERSONNEL %	51.5%	51.2%		51.3%	50.0%	49.8%	-2.38%		
79	COUNTY PARKS	2132	CREDIT CARD FEES	3,639			2,494	3,400	3,500	3,500		
80	COUNTY PARKS	2141	SOFTWARE									
81	COUNTY PARKS	2201	UTILITY SERVICE ELECTRIC	17,361	17,000		4,355	16,500	17,000	0		
82	COUNTY PARKS	2250	TELEPHONE	1,644	1,400		1,031	1,800	1,800	400		
83	COUNTY PARKS	2251	TELEPHONE-CELLULAR	869	900		333	1,600	1,700	800		
84	COUNTY PARKS	2290	OTHER UTILITY SERVICES	2,534	2,400		1,740	3,000	2,500	100		
85	COUNTY PARKS	2420	REPAIR/MAINT - EQUIPMENT	1,013	1,400		508	1,000	1,400	0		
86	COUNTY PARKS	2450	MAINT - GROUNDS	5,468	9,000		1,282	10,000	9,000	0		
87	COUNTY PARKS	2470	REPAIR/MAINT-BUILDINGS	11,883	14,000		3,901	12,000	14,000	0		
88	COUNTY PARKS	2900	OTHER CONTRACTUAL SERVICES	71,186	66,672		30,571	66,672	66,672	0		
89	COUNTY PARKS	3101	OFFICE SUPPLIES	1,500	1,500		314	500	750	(750)		
90	COUNTY PARKS	3250	DUES & REGISTRATIONS	150	300		150	300	300	0		
91	COUNTY PARKS	3320	MILEAGE	1,767	1,650		118	1,300	1,500	(150)		
92	COUNTY PARKS	3330	MEALS OVERNIGHT		100			70	100	0		
93	COUNTY PARKS	3331	MEALS NOT OVERNIGHT		25					(25)		
94	COUNTY PARKS	3340	LODGING		400			300	400	0		
95	COUNTY PARKS	3400	OPERATING SUPPLIES	4,684	7,000		3,135	7,000	7,000	0		
96	COUNTY PARKS	3463	PROTECTIVE CLOTHING (STEEL TOE SHOE)	210	210		360	510	420	210		
97	COUNTY PARKS	3501	VEHICLE OPERATING COSTS	9,244	10,500		1,890	9,500	10,500	0		
98	COUNTY PARKS	3660	COMPUTER NETWORK SUPPORT	360	360		360	360	360	0		

OCONTO COUNTY BUDGET

LWR-FOREST, PARKS, RECREATION

YEAR 2017

A	B	C	D	E	F	G	H	I	J	K	L	M
A/c #	Account Name	Dist #	Item	ACTUAL 2016	ADOPTED BUDGET 2016	Budget Adjust	6 Months Actual 2016	Estimated 2016	BUDGET REQUEST 2017	Budget Difference 2016-17	Finance Committee Recommendation	County Board Adopted 2017
1	1000-36		FOREST, PARKS, LAND									
2												
99	55210		COUNTY PARKS	2,732	2,732		3,617	3,617	3,500	768		
100	55210		COUNTY PARKS	4,052	4,052		3,269	3,269	3,600	(452)		
101	55210		COUNTY PARKS	444	444		618	618	700	256		
102	55210		COUNTY PARKS	140,740	142,045	0	59,447	143,316	148,702	4,657		
103	55210		COUNTY PARKS	48.5%	48.8%		48.7%		50.2%	3.28%		
104			Expenditure Account total	\$ 290,339	\$ 291,186	\$ -	\$ 122,155	\$ 286,782	\$ 292,293	\$ 1,107		
105	55211		LOCAL PARK AID GRANTS						50,000	50,000		
106	55211		LOCAL PARK AID GRANTS									
107			Expenditure Account total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000		
108	55410		BOAT LANDING	20,126	36,500	58,542	9,800	17,000	35,000	(1,500)		
109			Expenditure Account total	\$ 20,126	\$ 36,500	\$ 58,542	\$ 9,800	\$ 17,000	\$ 35,000	\$ (1,500)		
110	55405		SHOOTING RANGE	2,606	2,000	75,080	2,640	175,000	3,000	1,000		
111			Expenditure Account total	\$ 2,606	\$ 2,000	\$ 75,080	\$ 2,640	\$ 175,000	\$ 3,000	\$ 1,000		
112	55411		SNOWMOBILE TRAILS	234,574	105,250	-51,842	34,226	105,250	105,250	0		
113			Expenditure Account total	\$ 234,574	\$ 105,250	\$ -51,842	\$ 34,226	\$ 105,250	\$ 105,250	\$ -		
114	55412		ATV TRAILS	86,471	58,420	-58,828		58,420	58,300	(120)		
115	55412		ATV TRAILS						8,520	8,520		
116			Expenditure Account total	\$ 86,471	\$ 58,420	\$ (58,828)	\$ -	\$ 58,420	\$ 66,820	\$ 8,400		
117	55413		S/A RECREATIONAL TRAILS	141,524								
118			Expenditure Account total	\$ 141,524	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
119	55110		S/A FOREST ROADS	6,477	11,573	44,830	2,562	6,000	11,596	23		
120			Expenditure Account total	\$ 6,477	\$ 11,573	\$ 44,830	\$ 2,562	\$ 6,000	\$ 11,596	\$ 23		
121	55930		LAND AND FORESTRY	156,654	158,149		67,649	141,674	139,218	(18,931)		
122	55930		LAND AND FORESTRY									
123	55930		LAND AND FORESTRY	670	1,095		1,138	1,138	817	(278)		
124	55930		LAND AND FORESTRY	1,498	660		988	1,500	660	0		
125	55930		LAND AND FORESTRY	8,412	7,000		4,996	16,000	7,000	0		
126			TOTAL WAGES	167,235	166,904	0	74,771	160,312	147,695	(19,209)		
127	55930		LAND AND FORESTRY	9,935	10,348		4,401	10,000	9,157	(1,191)		
128	55930		LAND AND FORESTRY	2,324	2,404		1,029	2,400	2,127	(277)		
129	55930		LAND AND FORESTRY	10,821	10,873		4,631	10,800	9,567	(1,306)		
130	55930		LAND AND FORESTRY	60,736	59,746		26,200	60,000	56,927	(2,819)		
131	55930		LAND AND FORESTRY	75	103		44	100	95	(8)		
132	55930		LAND AND FORESTRY	4,693	6,130		2,134	5,000	5,725	(405)		
133	55930		LAND AND FORESTRY	5,200	935		2,600	2,600	863	(72)		
134	55930		LAND AND FORESTRY						2,400	(200)		
135			TOTAL FRINGE BENEFITS	93,785	93,139	0	41,039	90,900	86,861	(6,278)		
136	55930		LAND AND FORESTRY	261,019	260,043	0	115,810	251,212	234,556	(25,487)		
137	55930		LAND AND FORESTRY	80.9%	78.1%		74.5%		75.4%	-9.80%		
138	55930		LAND AND FORESTRY									
139	55930		LAND AND FORESTRY	250					250	0		
140	55930		LAND AND FORESTRY									
141	55930		LAND AND FORESTRY	3,116	3,000		3,000	3,000	3,000	0		
142	55930		LAND AND FORESTRY	180	525		1,798	525	4,000	0		
143	55930		LAND AND FORESTRY	284	1,000		194	600	1,000	0		
144	55930		LAND AND FORESTRY	787	1,000		459	975	1,200	200		
145	55930		LAND AND FORESTRY	634	1,200		300	900	1,000	(200)		
146	55930		LAND AND FORESTRY	551	0							
147	55930		LAND AND FORESTRY	2,570	3,500		1,263	3,000	3,500	0		
9/28/2016 3:44 PM			LWR-FOREST, PARKS, RECREATION BUDGET									

OCONTO COUNTY BUDGET

LWR-FOREST, PARKS, RECREATION

YEAR 2017

A A/c #	B Account Name	C Dist #	D Item	E ACTUAL BUDGET 2015	F ADOPTED BUDGET 2016	G Budget Adjust.	H 6 Months Actual 2016	I Estimated 2016	J BUDGET REQUEST 2017	K Budget Difference 2016-17	L Finance Committee Recommend.	M County Board Adopted 2017
1	1008-35		FOREST, PARKS, LAND									
2												
149	56930	2450	LAND AND FORESTRY									
149	56930	2470	REPAIR/MAINT-BUILDINGS	385	1,000		409	1,000	1,000	0		
150	56930	3110	POSTAGE/UPS	1,170	1,300		790	1,500	1,500	200		
151	56930	3130	PHOTOCOPIER SUPPLIES & EXPENSE	31	15		3	30	30	15		
152	56930	3210	PUBLICATION OF LEGAL NOTICES	120	700		453	600	600	(100)		
153	56930	3280	DUES & REGISTRATIONS	4,699	5,000		4,543	4,700	5,000	0		
154	56930	3320	MILEAGE	3,137	3,600		1,315	3,300	3,600	0		
155	56930	3330	MEALS OVERNIGHT	286	100		10	100	100	0		
156	56930	3331	MEALS NOT OVERNIGHT		60					(60)		
157	56930	3340	LODGING	828	1,400		1,072	1,400	1,400	0		
158	56930	3400	OPERATING SUPPLIES	3,243	2,300		1,619	2,000	2,000	(300)		
159	56930	3463	PROTECTIVE CLOTHING (STEEL TOE SHOE)	390	390		690	690	780	390		
160	56930	3501	VEHICLE OPERATION, MAINT & REPAIRS	15,938	17,000		3,831	15,000	17,000	0		
161	56930	3660	COMPUTER NETWORK SUPPORT	180	180		180	180	180	0		
162	56930	5110	INS-BUILDINGS	1,821	1,821		2,411	2,411	2,500	679		
163	56930	5120	INS-VEHICLE, MACHINERY & EQUIP	2,701	2,701		2,180	2,180	2,980	279		
164	56930	5131	INS-GENERAL LIABILITY	393	393		412	412	412	19		
165	56930	7518	INSECT & DISEASE		600			600	600	0		
166	56930	7519	TREE PLANTING	5,691	6,000		500	4,000	6,000	0		
167	56930	7520	FIRE SUPPRESSION	563	1,000		178	800	1,000	0		
168	56930	7521	PRIVATE TREE PLANTING		500				200	(300)		
169	56930	7610	RECREATION ENFORCEMENT	12,000	12,000		12,000	12,000	15,000	3,000		
170	56,930	7990	PROGRAM REIMBURSEMENT	(4,000)					4,000			
171	56,930	7991	WCFA SUMMER TOUR							0		
172	56930		TOTAL OPERATING-COST	61,703	68,635	0	39,611	65,503	76,357	7,822	0	0
173	56930		TOTAL OPERATING %	19.1%	20.9%		25.5%		24.6%		#DIV/0!	#DIV/0!
174	56930	8112	OUTLAY - \$500 & UP							0		
175			Expenditure Account total	\$ 322,723	\$ 328,578	\$ -	\$ 155,421	\$ 316,745	\$ 310,913	\$ (17,665)	\$ -	\$ -
176	56931	926	LOCAL DISTRICTS (#43596)							0		
177			Expenditure Account total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
178	56932	7500	COUNTY PROJECTS (#43580)	29,018	2,600	2,728		2,600	2,600	0		
179			Expenditure Account total	\$ 29,018	\$ 2,600	\$ 2,728	\$ -	\$ 2,600	\$ 2,600	\$ -	\$ -	\$ -
180	56933	7500	COUNTY PROJECTS (#43568)		2,062	4,873		2,062	2,062	0		
181			Expenditure Account total	\$ -	\$ 2,062	\$ 4,873	\$ -	\$ 2,062	\$ 2,062	\$ -	\$ -	\$ -
182	56934	7500	LAND PURCHASES (non-leasing)			3,459				0		
183			Expenditure Account total	\$ -	\$ -	\$ 3,459	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
184	56935	2450	MAINT - GROUNDS	171	3,000		5,150	6,550	3,000	0		
185	56935	3320	MILEAGE	1,185	1,120		251	500	1,000	(120)		
186			Expenditure Account total	\$ 1,367	\$ 4,120	\$ -	\$ 5,400	\$ 7,050	\$ 4,000	\$ (120)	\$ -	\$ -
187	56936	7523	PROJECTS		7,536	25,336			7,725	189		
188			Expenditure Account total	\$ -	\$ 7,536	\$ 25,336	\$ -	\$ -	\$ 7,725	\$ 189	\$ -	\$ -
189	56937	1200	COUNTY SIA FORESTRY				7,439	7,439	11,601	11,601		
190	56937	1202	WAGES-SICK PAY BONUS						68	68		
191	56937	1210	WAGES-OVERTIME						0	0		
192	56937	1362	FICA				437	437	724	724		
193	56937	1363	MEDICARE				102	102	169	169		
194	56937	1364	RETIREMENT (ER)				481	481	794	794		
195	56937	1368	HEALTH/DENTAL INSURANCE				3,109	3,109	4,744	4,744		

OCONTO COUNTY BUDGET

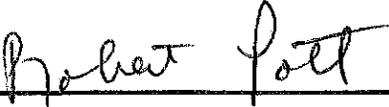
LWR-Forest, Parks, Recreation

YEAR 2017

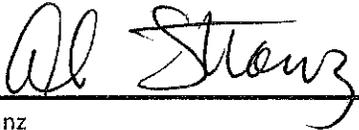
A	B	C	D	E	F	G	H	I	J	K	L	M
Ac #	Account Name	Dist #	Item	ACTUAL 2015	ADOPTED BUDGET 2016	Budget Adjust.	6 Months Actual 2016	Estimated 2016	BUDGET REQUEST 2017	Budget Difference 2016-17	Finance Committee Recommendation	County Board Adopted 2017
1	1000-36 FOREST, PARKS, LAND											
2												
196	COUNTY S/A FORESTRY	1370	LIFE INSURANCE				0		8	8		
197	COUNTY S/A FORESTRY	1372	WORKERS COMP INSURANCE				224	224	448	448		
198	COUNTY S/A FORESTRY	1375	INCOME CONTINUATION INS						72	72		
199	COUNTY S/A FORESTRY	1376	HRA						200	200		
200	COUNTY S/A FORESTRY	7506	PROGRAM (GNA)		24,116	17,472				(24,116)		
201			Expenditure Account total	\$ -	\$ 24,116	\$ 17,472	\$ 11,802	\$ 11,802	\$ 18,828	\$ (5,288)	\$ -	\$ -
202	STATE RECREATIONAL AIDS	7524	PESHITGO BROOK	23,990						0		
203			Expenditure Account total	\$ 23,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
204	CAPITAL PURCHASES	8401	CAPITAL PROJECTS	231,562	155,000		16,558	107,500	150,000	(5,000)		
205			Expenditure Account total	\$ 231,562	\$ 155,000	\$ -	\$ 16,558	\$ 107,500	\$ 150,000	\$ (5,000)	\$ -	\$ -
206			TOTAL EXPENDITURES	\$ 1,390,774	\$ 1,028,947	\$ 121,651	\$ 360,564	\$ 1,096,181	\$ 1,060,087	\$ 31,146	\$ -	\$ -
207			DEPT TOTAL REVENUE	1,639,721	1,074,459	-133,984	984,828	1,524,710	1,177,698	103,239	0	0
208			DEPT TOTAL EXPENDITURES	1,390,774	1,028,947	121,651	360,564	1,096,181	1,060,087	31,146	0	0
209			DEPARTMENT NET COST (GAIN)	(\$248,947)	(\$45,518)	\$255,635	(\$624,062)	(\$428,529)	(\$117,611)	(\$72,093)	\$0	\$0
210			% CHANGE FROM PRIOR YEAR ADOPTED						158.4%			

X 

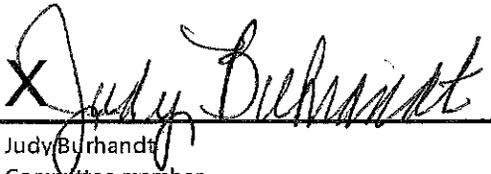
Greg Sekela
Chairman

X 

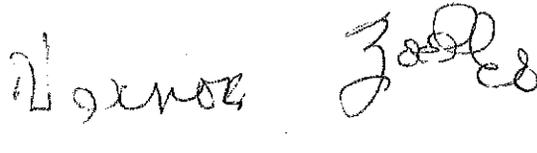
Robert Pott
Vice Chairman

X 

Al Stranz
Committee member

X 

Judy Burhandt
Committee member

X 

Vern Zoeller
Committee member

RESOLUTION # 102 -2016

TO: THE HONORABLE CHAIRMAN AND MEMBERS OF THE OCONTO COUNTY BOARD OF SUPERVISORS

RE: CHUTE POND COUNTY PARK RESTROOM/SHOWER BUILDING

WHEREAS, Oconto County has budgeted \$150,000.00 in Account #1000-36-5700-8401 for this purpose, and

WHEREAS, Forest Parks and Recreation/Land Information Systems Subcommittee has advertised and opened the following bids:

	Total Bid
Concrete Modular Systems, Inc. St. Petersburg, FL	\$137,289.57
Crest Precast, Inc. La Crescent, MN	\$98,800.00
U.B.C Precast Blackfoot, ID	\$103,849.30
Legacy Construction Services Green Bay, WI	\$159,000.00
Badgerland Buildings Black Creek, WI	\$193,940.00
Alliance Construction & Design Wrightstown, WI	\$170,500.00

WHEREAS, the Forest, Parks, and Recreation/Land Information Systems Subcommittee is recommending awarding the Chute Pond County Park Restroom Facilities bid to Crest Precast, Inc., La Crescent, MN for \$98,800.00,

NOW, THEREFORE, BE IT RESOLVED that Oconto County Board of Supervisors award the Chute Pond County Park Restroom Facilities bid to Crest Precast, Inc., La Crescent, MN at a cost of \$98,800.00, and

BE IT FURTHER RESOLVED, that the County Clerk execute agreements upon approval by Corporation Counsel, and

BE IT FURTHER RESOLVED, that the County Clerk make payment from Account #1000-36-57320-8401 upon approval by Forest, Parks, and Recreation/Land Information Systems Subcommittee.

Submitted this 22nd day of December, 2016
BY: Forest, Parks, & Recreation/Land Information Systems Subcommittee

Gregory Sekela	Judith Buhandt
Robert Pott	Al Stranz
Vernon Zoeller	

Reviewed by Corporation Counsel:

Adopted by Vote:

Cam

12.14.2016

Ayes: _____ Nays: _____ Absent: _____

Initials of
Corp. Counsel

Date
Reviewed

(27)

RESOLUTION # 103 - 2016

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

RE: **CREATION OF OCONTO COUNTY PUBLIC FOREST IN ACCORDANCE WITH §28.10, WISCONSIN STATUTES**

WHEREAS, §28.10 of the Wisconsin Statutes authorizes the county board of any county to establish by resolution a public forest and acquire land for that purpose; and

WHEREAS, §77.88(8) of the Wisconsin Statutes authorizes the withdrawal of managed forest lands without the imposition of a withdrawal tax for lands transferred to public forests; and

WHEREAS, the Oconto County Board has accepted the donation of one hundred forty (140) acres of managed forest land on behalf of Oconto County and the City of Oconto, which land the donor and the donees desire to transfer to public forest land, pursuant to §77.88(8)(a)1, Wis. Stats.;

THEREFORE, BE IT RESOLVED, that the one hundred forty acres of managed forest land, donated by Richard E. Richter to Oconto County and the City of Oconto, shall be transferred to Oconto County as public forest, created herein, pursuant to §28.10, Wis. Stats.

Submitted this 22nd day of December, 2016.

By: FOREST, PARKS AND RECREATION COMMITTEE

Greg Sekala, Chairperson
Judith Buhrandt
Robert Pott
Al Stranz
Vernon Zoeller

Reviewed by Corporation Counsel:

Adopted by Vote:

cam

12.14.2016

Ayes: _____ Nays: _____ Absent: _____

Initials of
Corp. Counsel

Date
Reviewed

RESOLUTION # 104 - 2016

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, 2017 at a cost of \$1500.00 per month with the lease running from January 1, 2017 to December 31, 2017; 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, 2017 with said lease to be executed by the County Board Chairperson and the County Clerk.

Submitted this 22nd day of December, 2016.

By: HEALTH AND HUMAN SERVICES BOARD

- Alan Sleeter, Chairperson
- Diane Nichols
- Loretta Shellman
- Jim Lacourciere
- Judy Buhrandt
- Kathy Gohr
- Ron Korzeniewski
- Carolyn Barke
- Mary Lemmen

Reviewed by Corporation Counsel:

Adopted by Vote:

cam

11.09.2016

Ayes: _____ Nays: _____ Absent: _____

Initials of
Corp. Counsel

Date
Reviewed

Commercial Lease Agreement

This Commercial Lease Agreement is made and effective this 1st day of January, 2017, by and between RJC Ventures 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, 2017 and ending December 31, 2017.
- 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, RJC Ventures 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 foregoing, 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 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 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 # 105 - 2016

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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, 2017 to December 31, 2017; 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, 2017, and ending December 31, 2017.

NOW THEREFORE BE IT RESOLVED, that Oconto County enter into this lease with JMAKAS Enterprises, LLC commencing January 1, 2017, with said lease to be executed by the County Board Chairperson and the County Clerk.

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Submitted this 22nd day of December, 2016.

BY: The Health and Human Services Board

By: HEALTH AND HUMAN SERVICES BOARD

Alan Sleeter, Chairperson
Diane Nichols
Loretta Shellman
Jim Lacourciere
Judy Buhandt
Kathy Gohr
Ron Korzeniewski
Carolyn Barke
Mary Lemmen

Reviewed by Corporation Counsel:

cam
Initials of
Corp. Counsel

11.09.2016
Date
Reviewed

Adopted by Vote:

Ayes: _____ Nays: _____ Absent: _____

Commercial Lease Agreement

This Commercial Lease Agreement is made and effective this 1st day of January, 2017, 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, 2017 and ending December 31, 2017.
- 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 # 106 - 16

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

RE: CONFIRMATION OF HIRING MICHAEL REIMER AS HEALTH & HUMAN SERVICES DIRECTOR

WHEREAS, the existing Health & Human Services Director, Craig Johnson, is retiring January 6, 2017 after 36 years with Oconto County; and

WHEREAS, the Health & Human Services Board requested any interested internal candidates to apply for the position and received two applications: Michael Reimer, Community Services Manager, and Greg Benesh, Deputy Health & Human Services Director; and

WHEREAS, the Health & Human Services Board on November 2, 2016 interviewed both candidates and received input from various sources as to the qualifications of both candidates; and

WHEREAS, the Health & Human Services Board is recommending the hiring of Michael Reimer for the Health & Human Services Director position at a salary of \$92,917.50 (Grade T – Step 4) effective January 9, 2017; and

THEREFORE, BE IT RESOLVED, that the Oconto County Board of Supervisors hereby approve hiring Michael Reimer as the Health & Human Services Director at a salary of \$92,917.50 (Grade T – Step 4) effective January 9, 2017.

Submitted this 22nd day of December, 2016

By: Health & Human Services Board

- Al Sleeter
- Ron Korzeniewski
- Mary Lemmen
- Jim Lacourciere
- Judy Buhrandt
- Diane Nichols
- Loretta Shellman
- Carolyn Barke
- Kathy Gohr

Reviewed by Corporation Counsel:

Adopted by Vote:

Cam

12.14.2016

Ayes: _____ Nays: _____ Absent: _____

Initials of

Date

Corp. Counsel

Reviewed

(31)

Kim Pytleski

From: Debbie Konitzer
Sent: Wednesday, December 14, 2016 12:03 PM
To: Cheryl Mick; Janell Zak
Cc: Kim Pytleski
Subject: Ordinance

My board approve ordinance
a change to accurately reflect board name
Line 7 and line 53 change committee to Board
Line 47 should read "for the purpose of human health hazard program reimbursement"

A question in statute I am referred to as health department but in Oconto County I am public health division in the ordinance I am referred to as health department does this name need to change? I prefer not

Debra Konitzer
Health Officer/Public Health Manager
Oconto County Health & Human Services
501 Park Ave
Oconto, WI 54153
920-834-7000

RESOLUTION #107-2016

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 22nd of December, 2016

BY: Land Conservation Committee

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

Charles "Bill" Grady Mary Lemmen

Darrel Pagel Doug Allen

Reviewed by Corporation Counsel:

cam

Initials of
Corp. Counsel

12.14.2016

Date Reviewed

Vote:

Ayes: _____ Nays: _____ Absent: _____

(32)

MINUTES

(Draft minutes, not approved by Committee)

**NOVEMBER 21st, 2016 – 9:30 A.M.
LAND CONSERVATION COMMITTEE OF
OCONTO COUNTY BOARD OF SUPERVISORS
CONFERENCE ROOM-USDA BUILDING
410 ½ E. MAIN STREET
LENA, WI 54139
www.co.oconto.wi.us**

COMMITTEE PRESENT: Kroll, Kamke, Grady, Lemmen, Pagel, Allen

COMMITTEE ABSENT: NONE

OTHERS PRESENT: County Conservationist Dolata, Program Assistant Wilcox, Wisconsin Department of Natural Resources Forester Wrzochalski

TIME MEETING BEGAN: 9:30 a.m.

1. Approval of Agenda
A. Change of Agenda- NONE

B. Removal of Items-NONE

Motion by Allen, second by Pagel to approve the agenda. The motion was voted on and carried.

2. Approval of Minutes from Previous Meeting (Enc.)
Motion by Grady, second by Lemmen to approve the minutes from the October 17th, 2016 Land Conservation Committee meeting. The motion was voted on and carried.

3. Communications (Enc.)

County Conservationist Dolata reviewed the November 2016 Department of Ag, Trade & Consumer Protection Report.

County Conservationist Dolata reviewed the October 2016 Timberland Invasive Partnership Coordinator's Report.

WI Land + Water Conservation Association upcoming deadlines and events.

2015 WI Land + Water Conservation Annual Report.

4. County Cost Share Contract(s)
Motion by Lemmen, second by Pagel to approve the contract for John Zak for Heavy Use Protection in the amount of \$2,500.00. Motion was voted on and carried.
5. County Cost Share Payment(s)
Motion by Kamke, second by Lemmen to approve payments for Michael Alsteen for Barnyard Runoff Control Systems in the amount of \$2,500.00, John Zak for Heavy Use Protection in the amount of \$2,500.00, Jody Lauersdorf for Access Road or Cattle Crossing in the amount of \$1,344.00, Jagiello Farms & Trucking LLC for Barnyard Runoff Control Systems in the amount of \$2,500.00 and Dave Hischke for Access Road or Cattle Crossing in the amount of \$339.47. Motion was voted on and carried.
6. Soil & Water Resource Management Contract(s)
NONE
7. Soil & Water Resource Management Payment(s)
Motion by Allen, second by Grady to approve the payments Michael Alsteen for Barnyard Runoff Control System, Heavy Use Area Protection, Underground Outlet, Wastewater Treatment Strip, Nutrient Management in the amount of \$10,426.37 and John Zak for Barnyard Runoff Control System, Heavy Use Area Protection and Underground Outlet in the amount of \$12,831.70. Motion was voted on and carried.

8. Northern Pike Contract(s)
NONE
9. Northern Pike Payment(s)
Motion by Kamke, second by Pagel to approve the payment for Douglas Zimmerman for Culvert Replacement in the amount of \$12,611.00. Motion was voted on and carried.
10. 2017 Joint Final Allocation Plan, Soil and Water Resource Management Grant Program and Nonpoint Source Program
County Conservationist Dolata informed the committee that the Department of Ag, Trade and Consumer Protection/Wisconsin Department of Natural Resources final 2017 Joint Final Allocation Plan was approved, and that the Land Conservation Division will receive budgeted amount.
11. Department of Natural Resources Lake Protection Grants Update
County Conservationist Dolata updated the committee that in 2016 9 lakes have had water testing completed. The "Meet Your Scientist" meetings have been well attend with approximately 150 people having attended. Next year more lakes will be tested and a master plan for Oconto County and mini plans for the individual lakes will be written.
12. Approval of the Oconto County Lake Protection Grants Resolution
Motion by Grady, second by Pagel to approve forwarding the resolution to county board for approval at the December meeting. Motion was voted on and carried.
13. Term Expiration- Farm Service Agency Representative Recommendation
Motion by Grady, second by Pagel to approve recommending the re-appointment of Farm Service Agency Representative Allen to the Land Conservation Committee for a 3 year term pending results of Farm Service Agency election as Representative Allen is running un-opposed.
14. Review of Lumberjack Resource, Conservation & Development meeting on October 27th, 2016
County Conservationist Dolata updated the members that all grant proposals received first approval at the October business meeting and will go for final approval at the January business meeting.
15. Approval to attend Winter County Conservationist Meeting December 1st-2nd, 2016 in Wisconsin Rapids
Motion by Lemmen, second by Allen to approve that County Conservationist Dolata attend meeting. Motion was voted on and carried.
16. Wisconsin Department of Natural Resource Oconto County Forester updates
Forester Wrzochalski updated the committee that the county forest is on board to clear \$1 million of revenue in 2016. 1,100 deer were shot opening weekend of gun season and that there are several locations set up to drop off deer heads which will be checked for Chronic Waste Disease by the Wisconsin Department of Natural Resources, and that Wisconsin Department of Natural Resources offices will be reconstructing and realigning staff and position descriptions over the next few months.
17. Natural Resources Conservation Service Report
NONE
18. Farms Service Agency Report
Farm Service Representative Allen reported that ballots were sent out for election of the Farm Service Agency Committee and will be counted on December 8th, 2016.
19. Approve Vouchers for Payment
Motion by Grady, second by Kamke to approve vouchers for payment. Motion was voted on and carried.
20. Information Items Only
NONE
21. Set Next Meeting Date
Date of next meeting: December 19th, 2016
Time of next meeting: 9:30 a.m.
22. Adjournment
Motion by Kroll, second by Pagel to adjourn meeting at 10:25 a.m. The motion was voted on and carried.

RESOLUTION # 108 - 16

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

RE: APPROVAL OF CRIMINAL JUSTICE COORDINATING COUNCIL BYLAW CHANGE

WHEREAS, the bylaws (attached) of the Criminal Justice Coordinating Council (CJCC) were approved by the Oconto County Board of Supervisors on December 19, 2013; and

WHEREAS, the Criminal Justice Coordinating Council, at their October 17, 2016 meeting, reviewed the bylaws and are recommending changing Section IV – Membership, Subsection H – Role of Members to require only 4 meetings per year instead of 6 meetings per year.

THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors hereby approve revising the Criminal Justice Coordinating Council to require only 4 meetings per year instead of 6.

Submitted this 22nd day of December, 2016

BY: Law Enforcement/Judiciary Committee

Gerald Beekman
Paul Bednarik
Buzz Kamke
Dennis Kroll
Melissa Wellens

Reviewed by Corporation Counsel:

Adopted by Vote:

Cam
Initials of
Corp. Counsel

10.20.2016
Date
Reviewed

Ayes: _____ Nays: _____ Absent: _____

OCONTO COUNTY
CRIMINAL JUSTICE COORDINATING COUNCIL
BYLAWS

I. Name

The name of this Council shall be the Oconto County Criminal Justice Coordinating Council, hereinafter referred to as the CJCC.

II. Authority

The Oconto County Board of Supervisors established the CJCC on December 19, 2013.

III. Purpose and Function

A. Purpose

The purpose of the CJCC is to bring stakeholders in the criminal justice system and members of the public together on a regular basis to discuss issues affecting the system, resolve problems, and plan for the future. The CJCC will act in an advisory capacity to the Law Enforcement/Judiciary Committee on issues affecting the criminal justice system.

B. Function

The CJCC will endeavor to do the following: increase communication; make suggestions for more efficient use of resources; make suggestions to provide better outcomes for justice system users, their families, and the public at large; provide ongoing oversight for new or alternative programs; provide coordination across departments and budget areas; eliminate duplication; enhance public safety; and recommend alternatives to incarceration that may help in reducing the average daily population at the jail.

IV. Membership

A. Appointing Authority

Appointment to the CJCC shall be by the Chair of the Oconto County Board of Supervisors, who is authorized to appoint up to 13 individuals. The Oconto County Board of Supervisors shall confirm all appointments.

B. Permanent Representatives

The CJCC shall be composed of the following permanent representatives:

1. The presiding judge or designee
2. The district attorney or designee
3. The Sheriff or designee
4. The County Board Chair or designee
5. A representative of Wisconsin Department of Corrections
6. The Human Services Director or designee
7. A representative of the State Public Defender's Office

C. Citizen Representatives

The Chair of the County Board of Supervisors shall give consideration to appointing citizen members from some of the following:

1. A municipal law enforcement representative
2. A mental health professional
3. A representative of a private social service agency
4. A substance abuse treatment provider
5. A representative of the State of Wisconsin Department of Health and Family Services
6. A local school superintendent

7. A victim advocate
8. An individual previously adjudicated through the criminal justice system
9. Other Interested citizens

D. Term of Members

Terms shall be for a period of three years. Initial appointments to the CJCC shall be staggered as follows: two (2) citizen members shall be appointed to serve one-year terms, two (2) citizen members shall be appointed to serve two-year terms, and two (2) citizen members shall be appointed to serve three-year terms. Permanent members shall continue to serve as long as they hold the office which qualifies them for membership on the CJCC.

E. Vacancies in Office

When a vacancy occurs on the CJCC, the vacancy shall be filled by the County Board of Supervisors for the unexpired term in the same manner as the original appointment.

F. Officers

The CJCC shall elect a Chair at the first CJCC meeting of the calendar year. A Vice Chair shall be elected if the CJCC determines that one is needed. Such offices will commence at the conclusion of the same meeting.

G. Duties and Responsibilities of the CJCC

The CJCC shall have the duties and responsibilities as described in Section III.B. and shall perform such other duties and responsibilities as defined by the County Board.

H. Role of Members

Members will meet at least 6 times per year with a structured agenda that includes reports from committees, policy discussions, planning updates, and public information efforts.

I. Appointment of Alternate Members

Members of the CJCC shall have the ability to name one alternate member to participate in the deliberations of the CJCC if the member is unable to attend. The ability of the alternate member to vote or to serve as part of the quorum of the CJCC is contingent upon the alternate member being confirmed to this role by the Board of Supervisors.

V. Officers and Staff

A. Chair

The Chair shall be elected by and from the membership of the CJCC. The Chair's duties and powers shall include the following:

1. Preside at all meetings of the CJCC.
2. Appoint all standing and special committees of the CJCC.
3. Represent the CJCC at official functions and meetings.
4. Develop meeting agendas
5. Contact speakers for meetings
6. Research agenda items and report to CJCC
7. Perform such other duties as specified by law, custom, or the CJCC.

B. Vice Chair

The Vice Chair, if one is determined to be necessary by the members of the CJCC, shall be elected by and from the membership of the CJCC. He/she shall assume the duties and responsibilities of the Chair in the Chair's absence, and shall perform such other duties as may from time to time be assigned. Should the position of the Chair become vacant or should the Chair become otherwise unable to discharge his/her duties (to be determined by the CJCC), the Vice Chair shall become Chair for the unexpired term and assume all duties and responsibilities of that office. A vacancy in the office of the Vice Chair shall be filled by a majority vote of the members present per Section IV.F.

C. Term of Office

At the first meeting of the calendar year, the CJCC shall elect one of its members as Chair and any other officers it deems appropriate. Each officer shall serve a one-year term and each officer may be reappointed to more than one term.

D. Staff

The County will provide staff to provide clerical support for the CJCC through the Administrative Coordinators Office

VI. Committees

The Chair of the CJCC may appoint such committees, both standing and special, as he/she deems necessary to meet the purposes and responsibilities of the CJCC. Committee membership may include non-CJCC members, as approved by the Chair. The Chair appoints Committee chairs, under the advisement of the CJCC.

VII. Meetings

A. Regular Meetings

The CJCC shall meet at the call of the Chair or if three (3) members call a meeting. The CJCC shall conform to the Wisconsin Open Meetings Law.

B. Order of Business

CJCC meetings shall be conducted by way of an established agenda. A place on the agenda for citizen input will be determined by the Chair of the CJCC.

C. Adjourned Meetings

Any legal meeting of the CJCC may be adjourned from time to time as the CJCC deems necessary.

D. Quorum

A majority of the members or their alternates shall constitute a quorum for the transaction of the business of the CJCC.

E. Voting

Each appointed member shall have the right to one (1) vote. Voting by alternate members is allowed per Section III.I.

F. Citizen Participation

Any citizen may comment upon agenda items at a meeting where citizen input is provided. Citizens, after being recognized, shall identify themselves by name and address and shall limit their presentation as deemed appropriate by the Chair.

G. Distribution of Minutes

Proposed minutes are not official until approved by the CJCC. Minutes shall be approved by the CJCC at the following meeting, to the extent possible. Proposed minutes shall be available for public inspection no later than the Friday prior to approval. Corrections to the minutes shall be reflected in the minutes of the meeting at which the minutes are approved.

H. Orders and Records

Every order, resolution, and determination of the CJCC shall be recorded in the records of the CJCC.

I. Rules of Order

The rules contained in Robert's Rules of Order, newly revised, shall govern the procedures of the CJCC. However, when those rules of procedure are inconsistent with the Bylaws or any special rules of order of the CJCC, the Bylaws or special rules of order shall prevail over Robert's Rules of Order.

VIII. Amendment of Bylaws

These Bylaws may be amended, altered, changed, added to or repealed by the affirmative vote of a majority of the members of the CJCC at any regular or special meeting and shall be approved by the County Board.

The foregoing Bylaws were approved by the County Board on December 19, 2013 and adopted by the Oconto County Criminal Justice Coordinating Council on March 12, 2014.

RESOLUTION # 109 -2016

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

RE: **AUTHORIZE PURCHASE OF VEHICLES FOR THE SHERIFF'S OFFICE**

WHEREAS, we received the bids hereto attached in response to our advertisement for quotation for vehicles for the Sheriff's Office;

WHEREAS, the Committee recommends to the Board to accept the low bid for said vehicles;

NOW, THEREFORE, BE IT RESOLVED, that we accept the bid of Peterson Ford to supply us with five (5) 2017 Police Interceptor Utility 4-door, AWD, police pursuit vehicles of the sum of \$28,130.00 per unit for a total sum of \$140,650.00; and the bid of Chrysler World to supply us with one (1) 2017 Dodge Ram 1500 Crew Cab 4x4 of the sum of \$28,630.00.

BE IT FURTHER RESOLVED, that upon satisfactory delivery of said vehicles per the County specifications, the Oconto County Clerk is authorized to make payment for same and payment will come from the Capital 2017 budget, account #1000-40-57210-8250.

For consideration by the Oconto County Board of Supervisors on this 22nd day of December, 2016.

Respectfully submitted,

OCONTO COUNTY LAW ENFORCEMENT/JUDICIARY COMMITTEE

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

Reviewed by Corporation Counsel:

cam
Initialed

12.14.2016
Date

Vote:
Ayes ___ Nays ___

(34)

Police – SUV

Peterson Ford:

2017 Police Interceptor Utility – AWD, 3.7L V6 Engine \$28,130.00

Chrysler World

2017 Durango Special Service – AWD, 5.7L V8 Hemi–(Not Police Rated) \$28,867.00

PICK-UP ½ Ton 4x4 Short Box Crew Cab

Chrysler World

2017 Dodge Ram 1500 Crew Cab 4x4 - 5.7L V8 Hemi Engine \$28,630.00

Peterson Ford

2017 F-150 Crew Cab 4x4 – 5.0L V8 Engine \$30,274.00

RESOLUTION # 110 - 16

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

RE: APPROVAL OF JAIL FOOD SERVICES CONTRACT

WHEREAS, a vendor is needed to operate the new kitchen in the Law Enforcement center; and

WHEREAS, the Law Enforcement/Judicial Committee directed staff to negotiate with CBM Managed Services (attached) to provide the necessary services; and

WHEREAS, a contract (attached) was negotiated with CBM Managed Services to begin August 1, 2017 with a price per meal as follows:

<u>Number of Meals</u>	<u>Price per Meal</u>
80 – 100	\$2.550
101 – 120	\$2.250
121 – 140	\$1.929

WHEREAS, the Law Enforcement/Judiciary Committee recommends approval of the contract with CBM Managed Services.

THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors hereby approve the Jail Food Services Contract with CBM Managed Services as attached.

Submitted this 22nd day of December, 2016

BY: Law Enforcement/Judiciary Committee

Gerald Beekman
Paul Bednarik
Buzz Kamke
Dennis Kroll
Melissa Wellens

Reviewed by Corporation Counsel:

Adopted by Vote:

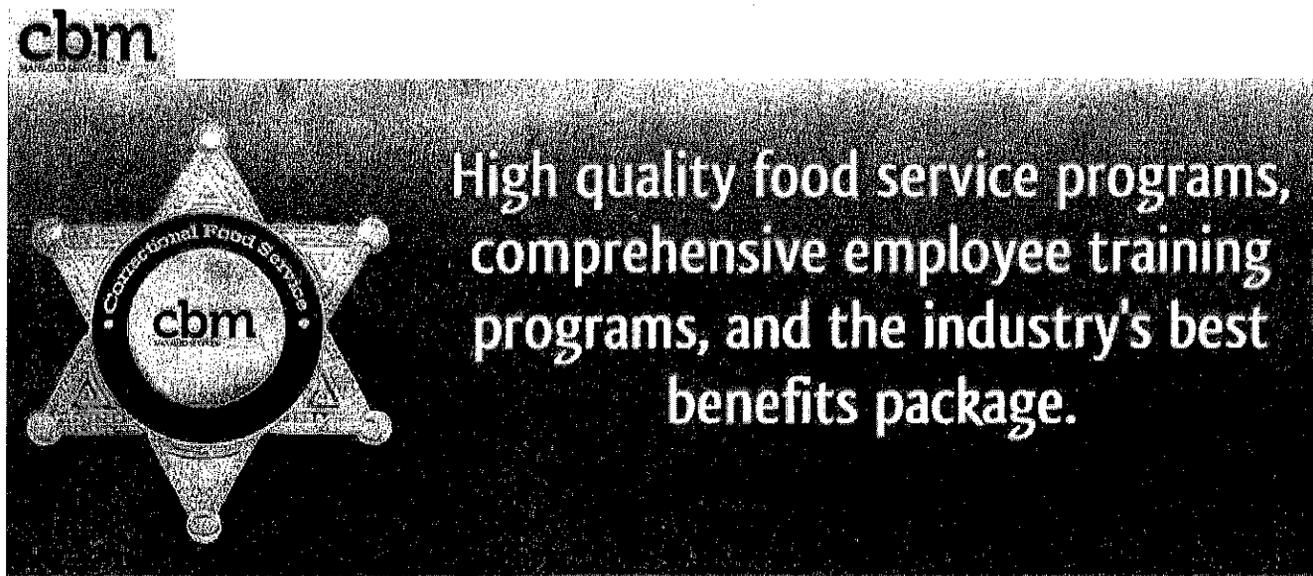
COM

12.01.2016

Ayes: _____ Nays: _____ Absent: _____

Initials of
Corp. Counsel

Date
Reviewed



Correctional Managed Services

Overview

Correctional Facilities Services Management

Food Service Management

Dietary Services

Commissary Services

Laundry Services

Vocational and Serv Safe Training

School Nutrition

Business and Industry

Colleges and Universities

Healthcare

Senior and Assisted Living

Sports and Entertainment

Airport Dining and Concessions

CBM Correctional Food Service is more than just a food service partner for correctional facilities. CBM provides comprehensive, efficient, cost-effective food services as well as vending and commissary services to correctional facilities of all types and sizes. CBM is quickly becoming the number-one choice in correctional food service management as well as commissary management. Benefits of our correctional food services programs include:

- High quality food service programs through utilizing fresh, high-quality foods, tested recipes, planned production standards, preparation practices and comprehensive employee training programs
- Guaranteed cost-per-meal pricing
- The industry's best wages and benefit package for employees
- Transitional plans for smooth, seamless transitions
- A comprehensive training program for all employees and inmates to include food safety and handling, emergency procedures, as well as inmate interaction and safety training
- An ongoing medical and nutritional assessment program including dietary and clinical consults and ongoing menu management
- Program operated under the ACA (American Corrections Association) guidelines. This is the hallmark of correctional food service programs designed to maintain compliance and limit potential operational liability

Our experience and knowledge in these areas - as well as our dedication to creating successful solutions - have made CBM Managed Services a leader in the correctional food service industry.

**FOOD SERVICE CONTRACT BETWEEN OCONTO COUNTY
AND CBM MANAGED SERVICES**

This contract is made and entered into this 22 day of December 2016, by, and between Oconto County (hereinafter referred to as "County") having offices at 301 Washington St., Oconto, WI 54153 and Catering By Marlin's Inc., d/b/a CBM Managed Services (hereinafter referred as "Contractor") business address: 500 East 52nd Street North, Sioux Falls, South Dakota 57104.

WHEREAS, County operates and maintains the Oconto County Jail and desires to contract for food services as described herein with the Contractor.

NOW THEREFORE, County and Contractor agree to the following:

1.0 FOOD AND SUPPLIES

1.1 Procurement of Food

The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies and shall pay for all food products related to food production, service and management applicable to the contract. All food and supplies offered are subject to availability. Contractor reserves the right to make food and supply substitutions when market conditions dictate or items become unavailable for any reason beyond Contractor's control. All substitutions will be made with comparable products.

1.2 Frequency of Meals

The Contractor shall provide dietary services and proposed training to provide three (3) meals per day including one (1) cold meal at breakfast, one (1) hot meal at lunch, and one (1) hot meal at dinner. Regular meal times shall be with no more than fourteen (14) hours between the evening meal and the following day's breakfast meal. The Contractor shall provide a sack lunch to inmates who miss the service of the regularly scheduled meal. The sack lunch shall meet the nutritional needs of the inmates. Doctor ordered medical snacks and name brand nutritional supplements may be required and will be charged for separately.

1.3 Meal Counts

The County shall provide the number of meals to be prepared for each meal/sack lunch which shall be called the "Census Count". All meal count orders will be given to the Contractor at least two hours prior to serving time for meals. The official daily billing count shall be Census Count or the actual count, whichever is greater. All additional County authorized "Caterings" shall be billed separately based on a mutually agreed upon price.

1.4 Menu Cycles

The Contractor will provide dietitian approved meals on, at least, a 4-week menu cycle including providing options for medically restricted diets, religious diets, religious non-pork diets, Kosher, vegetarian and vegan diets.

Initials (County) _____ Initials (Contractor) _____

1.5 Menu Planning

Menus shall be planned by the Contractor in accordance with the National Academy of Sciences to meet the nutritional needs of the inmates. The Contractor menus shall provide a variety of foods in adequate amounts to meet the Recommended Daily Allowances (RDAs), and American Correctional Association (ACA) standards. These shall be adjusted for age, gender, therapeutic modifications if needed, and activity level of the inmates. The Contractor shall retain copies of pertinent standards at the individual facilities. The 4-week menu cycle shall have a weekly average of not less than 2800 calories per day for adult meals.

1.6 Menu Review and Approval

The menus prepared by the Contractor shall be reviewed and approved by a Registered Dietitian, provided at Contractor's expense, who is licensed by the State of Wisconsin, in order to ensure compliance. All menus prepared by the Contractor shall be approved by the Sheriff or his/her designee, with such approval not to be unreasonably denied.

1.7 Recipes and Production Standards

The Contractor shall maintain standardized recipes and portion control procedures for the County. Standardized recipes must be followed for all food preparation to ensure medical nutrition therapy, nutritional adequacy, and nutrient requirements.

1.8 Menu Modifications and Substitutions

Contractor shall make modifications in the menu, approved by Contractor's registered dietitian, to accommodate medically restricted, religious, religious non-pork, vegetarian, and vegan diets at no additional charge. Any modifications in the menu shall also be approved by the Sheriff or his/her designee.

1.9 Meal Preparation and Service

The Contractor shall supervise all meal preparation and service to ensure quality, sanitation, texture, consistency, appearance, therapeutic modifications, and temperature. The contractor shall freeze one sample tray from each meal served for a minimum of 72 hours.

1.10 Support Services

The Contractor shall provide standard training for inmate laborers at no cost to County. Consideration will be given to the possibility of providing Vocational Training in Food Service to inmates that have been designated by the Classification Officer as an Inmate Worker. Any Vocational Training taken into consideration under this Contract will not occur until the mutual consent of both parties has been obtained in regard to training program to be offered and the party responsible for the cost of the training.

1.11 Processing of Complaints

The Contractor shall follow the Oconto County Jail's grievance process and provide a response for addressing complaints from inmates related to food service.

Initials (County) _____ Initials (Contractor) _____

2.0 SPECIAL TERMS AND CONDITIONS

2.1 Excused Performances

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, or labor disturbance or strike, business operations at the County facility are interrupted or stopped, performance of the contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.

2.2 Right of Inspection

The County or any person or government entity designated by the Sheriff or his/her designee shall have the right of inspection at any time of all food service areas, dining facilities, storage and auxiliary service rooms and the operation of the Contractor with respect to the quality and quantity of food service, the method of service, opening and closing hours, and generally with respect to use, safety, sanitation and the maintenance of said premises. This provision shall not be construed to limit County's ability to enter into the premise with or without notice for any reason.

2.3 Insurance

The Contractor assumes responsibility arising from the Contractor's administration or delivery of food services. The Contractor will handle all lawsuits and pay all associated legal costs and settlements, if any, related to the administration or delivery of food services. The Contractor will provide the necessary liability coverage for the food service while the County and Contractor will provide their respective employee's workers comp and employer's liability coverage.

2.3.1 Coverage and Minimum Limits

<u>Coverage</u>	<u>Minimum Limits</u>
Workers Compensation	Statutory/Wisconsin
Employer's Liability Coverage (B)	\$500,000/\$500,000/\$500,000
<u>Commercial General Liability (CGL)</u>	
General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal and Advertising Liability	\$1,000,000
Umbrella	\$4,000,000
<u>Automobile Liability (including hired/non-owned)</u>	
Combined Single Limit	\$1,000,000

2.3.2 Insurance Requirements

a. The Contractor is required to maintain the above insurances and keep said insurances in effect during the course of this contract.

b. Prior to beginning work, the Contractor shall provide County a current

Initials (County) _____ Initials (Contractor) _____

certificate of insurance with the required coverage and limits of insurance issued by an insurance company licensed to do business in the State of Wisconsin.

- c. Commercial General Liability includes but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.
- d. These policies shall contain a covenant requiring thirty (30) days written notice by the insurer to County before cancellation, reduction or other modifications of coverage.
- e. In the event of non-renewal, cancellation or expiration of insurance, the Contractor shall provide County evidence of the new source(s) of required insurance within twenty-one (21) calendar days after County's receipt of the thirty (30) day notice.

2.4 Indemnification

The Contractor agrees that it will hold harmless, indemnify, and defend County, its Commissioners, officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, to the extent caused by the Contractor's negligent performance of professional services under this contract and that of its subcontractors or anyone for whom the Contractor is legally liable.

The County agrees that it will hold harmless, indemnify, and defend the Contractor, officers, agents and employees against any and all claims, expenses (including attorney's fees), losses, and damages to the extent caused by County's negligence and the acts of its contractors, subcontractors or anyone for whom County is legally liable.

Neither the County nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

2.5 Regular Meetings on Performance

Recognizing that the successful performance of the contract is dependent on favorable response from the users, the Contractor shall meet regularly with authorized personnel of the County, to effect adjustments in operations and shall cooperate at all times to maintain maximum efficiency and good public relations with inmates and staff.

2.6 Permits/Licenses

The Contractor shall be financially responsible for obtaining all required permits and licenses, such as health and food service permits, to comply with pertinent municipal, county, state and federal laws and regulations. All required licenses and permits shall be paid by the Contractor to the appropriate authority and will be posted conspicuously.

Initials (County) _____ Initials (Contractor) _____

2.7 Advertising

The County shall approve in writing all design, advertising, and/or lettering of textile, polystyrene or paper goods such as paper cups, plates, napkins, prepackaged condiments, menus and similar items, prior to purchase of items by the Contractor.

2.8 Personnel

The Contractor shall ensure an adequate staff of employees shall be on duty for the efficient, prompt and sanitary service of food.

2.8.1 Management Assignment/Requirements

The Contractor's food service staff shall be subject to the approval of the County.

2.8.2 Contractor Contact People

The Contractor shall provide a list of all possible Contractor personnel that may visit, manage or oversee the foodservice operation in the County. This list will contain the person's name, phone number and email address.

2.8.3 Personnel Relations

Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

2.8.4 Staff Listing

The Contractor shall supply the County with a complete list of employees, supervisors and management assigned to work areas at the start of the contract and as frequently thereafter as requested by the County. All employees of the Contractor shall be subject to the approval of the County and will include a criminal background check.

2.8.5 Area Security

All Contractor personnel will follow all County security rules, regulations and policies.

2.8.6 Prison Rape Elimination Act (PREA)

If applicable, Contractor shall comply with the County's zero-tolerance policy related to the sexual assault, sexual misconduct or rape of offenders/inmates. Contractor's employees, agents, representative and/or members of its Board of Directors, including volunteers, who have contact with inmates, shall attend and successfully complete any and all staff training(s) related to PREA, as required by the County.

The County shall provide the training(s) at no cost to Contractor. Contractor shall be responsible for expenses incurred, including salary, benefits and/or transportation, in connection with the attendance of mandatory PREA training(s) by its employees, agents, representatives and/or members of its Board of

Initials (County) _____ Initials (Contractor) _____

Directors, including volunteers.

2.8.7 Available Inmate Labor

Inmate labor will be available for cleaning of facilities and serving of prepared foods. The Sheriff or his/her designee will provide two (2) inmates for each meal. The Contractor shall ensure that at no time may inmates supervise other inmates. The Contractor shall provide inmate training. The Sheriff reserves the right to suspend inmate labor being made available to the Contractor at any time that in the opinion of the Sheriff or his/her designee the presence of inmate labor presents a safety or security concern to the facility or to any person present in the facility. If inmate labor is suspended or not adequately provided, Contractor reserves the right to request an increase in the price per meal, which such request should not be unreasonably denied.

2.8.8 Employment

The County will not engage the services of any current or dismissed Contractor personnel for one full year after termination of employment or one year after termination of this contract without written consent of Contractor.

2.8.9 Independent Contractor

The relationship of the Contractor to the County is and will continue to be that of an independent contractor. The employees of Contractor are not, nor shall they be deemed to be, employees of County and employees of County are not, nor shall they be deemed to be employees of Contractor. Inmate labor shall not be deemed to be employees of the Contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor. County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venture with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

2.9 Facilities, Equipment and Supplies

2.9.1 Facilities and Office Equipment

The County shall provide the Contractor with general kitchen facilities, permanently installed food service equipment, storage areas, office space and restroom facilities. The County shall provide office furniture and equipment for use by the Contractor in the performance of the contract at no charge under the same terms applicable to capital equipment contained in the contract: desks, chairs, filing cabinets, telephone and other equipment as negotiated. Upon

Initials (County) _____ Initials (Contractor) _____

termination or expiration of the contract, the Contractor shall vacate the premises and deliver up the premises in the same condition that the premises were in at the time the Contractor entered the premises with reasonable use and wear excepted.

2.9.2 County Supplied Food Equipment and Supplies

The County shall provide the Contractor with the initial inventory of smallwares (i.e., hand utensils, trays, pans, pots, dishes, glasses, silverware, etc.) and all capital equipment at the start of the contract. The County shall also be responsible for the replacement of all smallwares and capital equipment.

2.9.3 Contractor Supplied Food Equipment and Supplies

Contractor shall supply and replenish chemicals (i.e. dish machine chemicals, cleaning chemical, floor and equipment cleaning chemicals) and supplies (i.e. trash can liners, food trays, gloves, bags, napkins, nets, cups, bowls, potholders, etc.). The Contractor shall be responsible for its own computers and printers. The Contractor shall provide adequate inventory of employee uniforms, aprons, jackets, CBM caps, etc. as required for Contractor's employees. The County and Contractor shall mutually agree upon selection of employee uniforms. Contractor shall also be responsible for the replacement of Contractor's office supplies.

2.9.4 Other Equipment

Other equipment not provided by the County that the Contractor deems to be necessary, shall be provided by the Contractor at its own expense for the start-up of this contract.

2.9.5 Ownership and Removal of Food Equipment and Supplies

All smallwares, chemicals, supplies and equipment provided or supplied by the Contractor shall remain the property of the Contractor. All smallwares, chemicals, supplies and equipment provided or supplied by the County shall remain the property of the County.

2.9.6 Leased Equipment

The Contractor shall make contracts for and payments on all leased rental food services related equipment purchased by Contractor.

2.9.7 Repair and Replacement

The County shall be responsible for repairs and maintenance including those that arise due to normal wear and tear of equipment with the exception that the Contractor shall be responsible for the cost of repair of County food service equipment where it has been determined by the County that damages were due to the Contractor's negligence or the negligence of the Contractor's employees, staff, agents or subcontractors. For any new equipment that is placed by the Contractor, the Contractor shall be responsible for the repair/replacement of Contractor's equipment.

Initials (County) _____ Initials (Contractor) _____

2.9.8 Vehicle

The Contractor will not need to provide a transport vehicle for the delivery of food service.

2.9.9 Inventory

Upon termination of the contract, County will have the option to purchase the ending inventory back from the Contractor on the same basis.

2.10 Space Use

2.10.1 Use of Space/Utilities

The County shall permit the Contractor to use all space assigned by the County for food service operations and other spaces deemed necessary to carry out the terms of the contract.

2.10.2 Use of Dining and Service Areas by County

The County may, without interfering with normal food service, use the dining and service areas from time to time for other purposes. Appropriate setup and cleanup for such other purposes shall be undertaken by County personnel at no cost to the Contractor.

2.10.3 Facility Security

The Contractor is responsible for control of keys and other entry devices obtained from the County for Contractor's employees and for the security of those areas that are used by its employees, staff or subcontractors.

2.10.4 Lock/Cylinder/Key Installation and Replacement

The Contractor shall be responsible for the cost for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of its negligence and/or loss of keys.

2.10.5 County Security

The County shall provide the Contractor with safety and security services inside the County's facilities.

2.11 Utilities/Telephone

2.11.1 Utilities

The County shall provide heat, air conditioning, sewer, electricity, natural gas and cold/hot water to those facilities. The Contractor agrees to exercise care to keep these energy services to a minimum and comply with established energy conservation practices, regulations and policies, and mutually endeavor to conserve the use of energies. Food loss that results from a loss or interruption of power shall be the responsibility of County. The County shall provide all utilities necessary for normal food service operations.

Initials (County) _____ Initials (Contractor) _____

2.11.2 Telephone/ Internet

The County shall provide the Contractor with telephone service (local) and internet service. The Contractor shall have access to local service utilizing equipment provided by the County. Contractor shall pay for all long distance telephone fees. The County shall pay for equipment repair and replacement, and line maintenance for the telephone and internet service.

2.11.3 Uninterrupted Service

The County shall guarantee an uninterrupted supply of water, steam, electricity, gas, telephone, heat, or high/low temperature refrigeration barring acts of God, natural or manmade disasters and interruptions of the utility services listed in this section that are outside of the County's control.

2.12 Sanitation, Safety and Inspections

2.12.1 Cleanliness and Sanitation

The Contractor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions of matters related to the execution of the terms of the contract including food handlers' appearance and performance in the preparation, service, transport, and storage of food and related items. The Contractor shall comply with the Wisconsin Department of Health, Food Service Health and Sanitation guidelines and regulations.

2.12.2 Safety Requirements

All materials, equipment and supplies provided by the County and Contractor must comply fully with all safety requirements as set forth by State and Federal law.

2.12.3 Facility Inspections

Authorized agents of County shall have complete cooperation and access to all food service, production and storage areas and records on inspections that they may conduct.

2.12.4 Housekeeping and Sanitation Responsibilities

The Contractor shall provide daily housekeeping and sanitation services in the food service, production and storage areas.

2.12.5 Globally Harmonized System (GHS)

Contractor has adopted and will comply with OSHA's Hazard Communication Standards. A list of the hazardous materials and chemicals (as defined under 29CFR 1910.1200) that are used in the course of the Contractor's food service activities that require a Safety Data Sheet (SDS) will be maintained onsite. The Contractor will make this list and the SDS sheets readily available to all County employees. Contractor will notify County when any new items have been added to the aforementioned list.

Initials (County) _____ Initials (Contractor) _____

2.12.6 Stripping and Sealing of Floors

The County shall be responsible for the periodic stripping, sealing and waxing of floors in the food service areas as determined by mutual agreement.

2.12.7 Pest Control

The County shall be responsible for the costs and maintenance of insect and pest control in all food service, production and storage areas.

2.12.8 Trash Removal

The Contractor shall adhere to applicable state, County and municipal recycling and waste disposal requirements. The Contractor shall be responsible for the removal of trash and garbage from food service and production operation to dumpsters or other sites designated by County.

2.12.9 Waste Containers

The County shall provide waste containers in sufficient quantity to maintain sanitary standards for trash disposal. Waste containers shall be kept in a clean and satisfactory condition at all times and emptied by the Contractor.

2.12.10 First Aid Equipment

The County shall be responsible for the costs of a basic first aid kit and related supplies in all production and service areas.

2.12.11 Fire Extinguisher System

The County shall furnish and maintain fire extinguisher equipment and supplies, including automatic hood extinguisher systems.

2.12.12 Hood Ducts and Vent Cleaning

The County is responsible for the periodic cleaning of hood ducts, plenums and related vents and fans. The Contractor shall be responsible for routine day to day cleaning and maintenance of hood vents. The Contractor shall notify the County in writing at any time it believes that the hood ducts, plenums and related vents and fans are in need of cleaning.

2.13 Statements, Audits, Payments, and Billings.

2.13.1 Weekly Billings

The Contractor shall submit to the County, on a weekly basis, an invoice for the census count total for the week or the actual meals served whichever is greater. These invoices must be processed for payment within forty-five (45) days.

2.13.2 Reporting Period

The Contractor's year-to-date reports shall correspond with the County's fiscal reporting period. A month shall be a calendar month. A week shall run from Thursday through Wednesday.

Initials (County) _____ Initials (Contractor) _____

2.13.3 Review of Yearly Operating Reviews

Upon request of the County, the Contractor shall meet with the County and review each year's operation, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services.

2.13.4 Record Retention/Audits

The Contractor shall retain all financial records and statements pertaining to the contract for a period of three (3) years from the close of each year's operation.

2.13.5 Other Services and/or Sales

Sales tax applies to all direct sales of meals to employees and visitors. Contractor shall be responsible for collecting and remitting the necessary sales tax payments.

3.0 STANDARD TERMS AND CONDITIONS

3.1 Deviations and Exceptions

Deviations and exceptions from terms, conditions, or specifications shall be described fully on the Contractor's letterhead, signed and attached to the request. Any deviation or exception from terms, conditions or specifications shall be approved by the County.

3.2 Applicable Law

This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the term of the Contract, and any extension thereof, and which in any manner affect Contractor's work, conduct or performance under this Contract.

3.3 Contract Assignment

No right or duty in whole or in part of the Contractor under the contract may be assigned or delegated without the prior written consent of the County.

3.4 Recycled Materials

Contractor will make every effort to support any commitment the County has to encourage the purchase of recycled materials whenever technically or economically feasible or required by law.

3.5 Commissary

Commissary operations will not be considered a part of this Contract.

3.6 Contract Term

This Contract will commence on the 1st day of August, 2017 and terminate on the 31st day of December, 2017. The County, upon mutual agreement with the Contractor, shall have the option to renew this Contract for additional one (1) year periods, with the same terms and conditions.

Initials (County) _____ Initials (Contractor) _____

3.7 Contract Adjustments

After the first year of the initial contract term and each year thereafter, and each year of any renewal term, the parties may, by written amendment to this Contract in compliance with Section 4.0 adjust the contract pricing based on the change in CPI (Consumer Price Index) "Food Away From Home Index – Midwest Region" for the previous year. Said Index is published by the Department of Labor Bureau of Statistics. Additional adjustments may also be made upon mutual consent of both parties.

3.8 Contract Payment

In consideration of all conditions enumerated in this contract, the Contractor agrees and the County agrees that when the facility is ready to serve inmate meals the County agrees to pay the following price per meal where Contractor will provide one (1) cold meal at breakfast, one (1) hot meal at lunch, and one (1) hot meal at dinner per day for the period August 1, 2017 through December 31, 2017:

Scale	PPM
80-100	\$2.550
101-120	\$2.250
121-140	\$1.929

- | |
|--|
| <ul style="list-style-type: none"> • All sack meals will be billed at the rate of \$0.40 greater than the inmate meal. • All Kosher and Halal meals will be billed at the rate of \$6.50. • All name brand nutritional supplements will be billed at \$1.50 each. • All doctor ordered medical snacks will be billed at \$1.00 each. • Actual count or Census Count, whichever is greater, shall be used for billing. |
|--|

3.9 Termination

Either party may terminate this Contract for convenience by providing the other party ninety (90) days written notification. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed prior to the termination date in accordance with the terms and conditions of this Contract and the County shall be entitled to receive payment for any commissions due in accordance with this Contract.

4.0 Entire Agreement

This written contract with referenced parts, attachments and addendums shall constitute the entire agreement and no other terms or conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by all parties to this Agreement. Any future amendments to the contract shall be in writing and attached to the original contract as an addendum. Any dispute arising from the terms and conditions of the contract that cannot be resolved by mutual agreement or through arbitration/mediation shall be tried in Oconto, Wisconsin.

Initials (County) _____ Initials (Contractor) _____

Dated this ___ day of _____, 2016.

Dated this ___ day of _____, 2016.

OCONTO COUNTY:

**CATERING BY MARLIN'S, INC.
D/B/A CBM MANAGED SERVICES:**

Mike Jansen, Sheriff

Marlin C. Sejnoha, Jr.
President & CEO

Leland T. Rymer, County Board Chair

Witness

Kym Pytleski, County Clerk

Initials (County) _____ Initials (Contractor) _____

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

RE: Change in County Employee Vacation Benefit

WHEREAS, Oconto County, when compared to neighboring counties, is falling behind in its offering of employee benefits; and

WHEREAS, such a disparity is contributing to employee turnover and a feeling of being left behind by those who continue their employment with Oconto County; and

WHEREAS, new hires often ask for more vacation time, in particular, before they will accept a position in the county and the granting of these exceptions contributes to lower county employee morale; and

WHEREAS, the "Recruitment & Retention" and "Vacation/PTO" committees, working since the last Strategic Planning session, earlier in 2016, offers the following recommendations effective January 1, 2017, for all current and future Oconto County employees:

VACATION SCHEDULE (General Employees)

- During Year of Hire – two (2) weeks prorated based on month hired
- January 1 after year hired - two (2) weeks;
- After seven (7) years of employment - three (3) weeks;
- After fifteen (15) years of employment - four (4) weeks;
- After twenty-five (25) years of employment - five (5) weeks;
- After twenty-six (26) years of employment - five (5) weeks and one (1) day;
- After twenty-seven (27) years of employment - five (5) weeks and two (2) days;
- After twenty-eight (28) years of employment - five (5) weeks and three (3) days;
- After twenty-nine (29) years of employment - five (5) weeks and four (4) days;
- After thirty (30) years of employment - six (6) weeks.

WHEREAS, the "Recruitment & Retention" Committee also recommends that a Human Resources Committee be formed, comprised of representatives of county employees, department heads, and the Oconto County Board Supervisors; that this committee work with the Human Resource Coordinator to stay abreast of personnel issues and to periodically survey all county employees regarding their concerns.

WHEREAS, this vacation benefit recommendation has been approved by the Personnel & Wages Committee at their December 6, 2016 meeting,

THEREFORE BE IT RESOLVED, that the Oconto County Board of Supervisors hereby approves the new vacation schedule for general employees as described above effective January 1, 2017 and

BE IT Further RESOLVED, that the Oconto County Board of Supervisors hereby create a Human Resources Committee as described above effective January 1, 2017 and

Submitted this 22rd day of December, 2016

BY: PERSONNEL & WAGES COMMITTEE

Chairperson Gerald Beekman
Elmer Ragen
Ron Korzeniewski
Jim Lacourciere
Paul Bednarik

Reviewed by Corporation Counsel:

Adopted by Vote:

CAM

12.12.2016

Ayes: _____ Nays: _____ Absent: _____

Initials of
Corp. Counsel

Date
Reviewed

(36)

(1st Year)

Vacation Pro-ration

Month	% of Year	Days 10.00	Hours 58	Hours 75	Hours 80	Hours 84
Jan	100%	10.00	58.00	75.00	80.00	84.00
Feb	92%	9.17	53.17	68.75	73.33	77.00
Mar	83%	8.33	48.33	62.50	66.67	70.00
Apr	75%	7.50	43.50	56.25	60.00	63.00
May	67%	6.67	38.67	50.00	53.33	56.00
Jun	58%	5.83	33.83	43.75	46.67	49.00
Jul	50%	5.00	29.00	37.50	40.00	42.00
Aug	42%	4.17	24.17	31.25	33.33	35.00
Sep	33%	3.33	19.33	25.00	26.67	28.00
Oct	25%	2.50	14.50	18.75	20.00	21.00
Nov	17%	1.67	9.67	12.50	13.33	14.00
Dec	8%	0.83	4.83	6.25	6.67	7.00

RESOLUTION # 112 - 16

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

RE: **APPROVE MODIFICATIONS TO 2017 GENERAL EMPLOYEES PAY SYSTEM**

WHEREAS, the existing system requires a two year period after Step 6 for a step increase; and

WHEREAS, to simplify the system, eliminate confusion, and provide a more consistent impact on the budget, the Personnel & Wages Committee recommends a ½ step increase each year after Step 6 as shown on the attached 2017 General Employees wage schedule; and

THEREFORE, BE IT RESOLVED THAT the Oconto County Board of Supervisors hereby approve the above changes effective January 1, 2017.

Submitted this 22nd day of December, 2016

BY: Personnel & Wages Committee

Gerald Beekman
Ron Korzeniewski
Elmer Ragen
Jim Lacourciere
Paul Bednarik

Reviewed by Corporation Counsel:

Adopted by Vote:

CLM

12.07.2016

Ayes: _____ Nays: _____ Absent: _____

Initials of

Date

Corp. Counsel

Reviewed

**OCONTO COUNTY
PROPOSED REVISED 2017 STEP STRUCTURE - HOURLY FORMAT**

Grade	87.5% Minimum	90.0% Step 2	92.5% Step 3	95.0% Step 4	97.5% Step 5	100.0% Control Point	101.25% Step 6 1/2	102.5% Step 7	103.75% Step 7 1/2	105.0% Step 8	106.25% Step 8 1/2	107.5% Step 9	108.75% Step 9 1/2	110.0% Step 10	111.25% Step 10 1/2	112.5% Step 11
W	\$54.77	\$56.33	\$57.90	\$59.46	\$61.03	\$62.59	\$63.37	\$64.15	\$64.94	\$65.72	\$66.50	\$67.28	\$68.07	\$68.85	\$69.63	\$70.41
V	\$50.87	\$52.33	\$53.78	\$55.23	\$56.69	\$58.14	\$58.87	\$59.59	\$60.32	\$61.05	\$61.78	\$62.50	\$63.23	\$63.95	\$64.68	\$65.41
U	\$47.25	\$48.60	\$49.95	\$51.30	\$52.65	\$54.00	\$54.68	\$55.35	\$56.03	\$56.70	\$57.38	\$58.05	\$58.73	\$59.40	\$60.08	\$60.75
T	\$43.89	\$45.14	\$46.40	\$47.65	\$48.91	\$50.16	\$50.79	\$51.41	\$52.04	\$52.67	\$53.30	\$53.92	\$54.55	\$55.18	\$55.81	\$56.43
S	\$40.77	\$41.93	\$43.10	\$44.26	\$45.43	\$46.59	\$47.17	\$47.75	\$48.34	\$48.92	\$49.50	\$50.08	\$50.67	\$51.25	\$51.83	\$52.41
R	\$38.00	\$39.09	\$40.17	\$41.26	\$42.34	\$43.43	\$43.98	\$44.52	\$45.06	\$45.60	\$46.15	\$46.69	\$47.23	\$47.77	\$48.32	\$48.86
Q	\$36.16	\$37.19	\$38.22	\$39.25	\$40.29	\$41.32	\$41.84	\$42.35	\$42.87	\$43.39	\$43.91	\$44.42	\$44.94	\$45.45	\$45.97	\$46.49
P	\$34.31	\$35.29	\$36.27	\$37.25	\$38.23	\$39.21	\$39.70	\$40.19	\$40.68	\$41.17	\$41.66	\$42.15	\$42.64	\$43.13	\$43.62	\$44.11
O	\$32.46	\$33.39	\$34.32	\$35.25	\$36.17	\$37.10	\$37.57	\$38.03	\$38.50	\$38.96	\$39.42	\$39.88	\$40.35	\$40.81	\$41.28	\$41.74
N	\$30.62	\$31.49	\$32.37	\$33.24	\$34.12	\$34.99	\$35.43	\$35.86	\$36.30	\$36.74	\$37.18	\$37.61	\$38.05	\$38.49	\$38.93	\$39.36
M	\$28.78	\$29.60	\$30.42	\$31.25	\$32.07	\$32.89	\$33.30	\$33.71	\$34.12	\$34.53	\$34.95	\$35.36	\$35.77	\$36.18	\$36.59	\$37.00
L	\$26.93	\$27.70	\$28.47	\$29.24	\$30.01	\$30.78	\$31.17	\$31.55	\$31.94	\$32.32	\$32.71	\$33.09	\$33.48	\$33.86	\$34.25	\$34.63
K	\$25.09	\$25.80	\$26.52	\$27.24	\$27.95	\$28.67	\$29.03	\$29.39	\$29.75	\$30.10	\$30.46	\$30.82	\$31.18	\$31.54	\$31.90	\$32.25
J	\$23.24	\$23.90	\$24.57	\$25.23	\$25.90	\$26.56	\$26.89	\$27.22	\$27.56	\$27.89	\$28.22	\$28.55	\$28.89	\$29.22	\$29.55	\$29.88
I	\$21.39	\$22.01	\$22.62	\$23.23	\$23.84	\$24.45	\$24.76	\$25.06	\$25.37	\$25.67	\$25.98	\$26.28	\$26.59	\$26.90	\$27.21	\$27.51
H	\$19.55	\$20.11	\$20.66	\$21.22	\$21.78	\$22.34	\$22.62	\$22.90	\$23.18	\$23.46	\$23.74	\$24.02	\$24.30	\$24.57	\$24.85	\$25.13
G	\$17.71	\$18.22	\$18.72	\$19.23	\$19.73	\$20.24	\$20.50	\$20.75	\$21.00	\$21.25	\$21.51	\$21.76	\$22.01	\$22.26	\$22.52	\$22.77
F	\$15.86	\$16.32	\$16.77	\$17.22	\$17.68	\$18.13	\$18.36	\$18.58	\$18.81	\$19.04	\$19.27	\$19.49	\$19.72	\$19.94	\$20.17	\$20.40
E	\$14.48	\$14.90	\$15.31	\$15.72	\$16.14	\$16.55	\$16.76	\$16.96	\$17.17	\$17.38	\$17.59	\$17.79	\$18.00	\$18.21	\$18.42	\$18.62
D	\$13.55	\$13.94	\$14.33	\$14.72	\$15.10	\$15.49	\$15.69	\$15.88	\$16.07	\$16.26	\$16.46	\$16.65	\$16.85	\$17.04	\$17.24	\$17.43
C	\$12.55	\$12.91	\$13.26	\$13.62	\$13.98	\$14.34	\$14.52	\$14.70	\$14.88	\$15.06	\$15.24	\$15.42	\$15.60	\$15.77	\$15.95	\$16.13
B	\$11.62	\$11.95	\$12.28	\$12.62	\$12.95	\$13.28	\$13.45	\$13.61	\$13.78	\$13.94	\$14.11	\$14.28	\$14.45	\$14.61	\$14.78	\$14.94
A	\$10.76	\$11.07	\$11.38	\$11.69	\$11.99	\$12.30	\$12.46	\$12.61	\$12.77	\$12.92	\$13.07	\$13.22	\$13.38	\$13.53	\$13.69	\$13.84

Current Employee

Current: After Step 6, employees wait 2 years for a 2.50% step increase
Proposed: After Step 6, employees wait 1 year for a 1.25% step increase

Eliminates confusion as to when employees get a step, now they get one each year if pass evaluation.
Easier for HR and Payroll to administer
Annual budget impact more consistent

New Hire

Current: New hire receives first step on 1st payroll period after 1 year anniversary.
Next step on Jan. 1, 9 to 21 months later, depends on if can get within the annual evaluation process which ends March 31.
Example: Hired date of April 1, 2016 18.72
1st step - April 1, 2017 19.23 12 months
2nd Step - January 1, 2019 19.73 21 months

Proposed:

New hire receives step on Jan. 1, no matter when hired during the year.
(Note: will need to keep this in mind when hiring, especially toward end of the year)
Easier for HR & Payroll to administer

RESOLUTION # 113 - 16

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

RE: **APPROVAL OF ADMINISTRATIVE MANUAL REVISIONS**

WHEREAS, the Personnel & Wages Committee has solicited input into possible changes to the Administrative Manual that went into effect on 01/01/12 and was last revised on 04/23/15; and

WHEREAS, based on that input, the Personnel & Wages Committee is recommending the attached revisions to certain sections of the policies as outlined in the attached.

THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors hereby approve the attached revisions to the Administrative Manual.

Submitted this 22nd day of December, 2016

By: PERSONNEL & WAGES COMMITTEE

Gerald Beekman, Chairperson
Paul Bednarik
Ron Korzeniewski
Elmer Ragen
Jim Lacourciere

Reviewed by Corporation Counsel:

Adopted by Vote:

cam
Initials of
Corp. Counsel

12.07.2016
Date
Reviewed

Ayes: _____ Nays: _____ Absent: _____

(38)

OCONTO COUNTY
ADMINISTRATION MANUAL

Revised April 23, 2015 December 22, 2016



CLASSIFICATION OF POSITIONS

C. Allocation of New Positions

Upon recommendation by the home committee and review by the Administrative Coordinator, the Personnel and Wages Committee is to recommend to the County Board the appropriate pay grade and levels for all new positions. If a suitable level does not exist, the Personnel and Wages Committee may recommend establishing a new level with an appropriate pay range to be approved by the County Board.

Commented [KH1]: Clarification

D. Abolition of Unnecessary Positions Classes

When it is determined that a position description classification or classifications are no longer useful or appropriate by the department head and home committee, it is to be brought to the Personnel and Wages Committee which may approve or disapprove the abolishment of the position description classification.

Commented [KH2]: Clarification

E. Exemption Checklist

Each job description, whose pay grade is above the minimum salary exemption amount set by the Federal Government, is to have an FLSA classification completed by completing a FLSA Checklist: Exempt vs. Non Exempt Status form. This is to be attached to the job description. Any job description that is changed is to have an updated checklist completed.

Commented [KH3]: New rate of \$47,476 eliminates need for most positions to be evaluated

H. Step Increments (non represented employees)

Step increases shall be based on satisfactory work performance. Such increments will not be granted automatically. The procedure for obtaining a step increase is as follows:

1. By June 1, obtain department head approval, at which time the department head is to precede with the request as set forth below.
2. By July 1, obtain the recommendation of the respective home committee.
3. By August 1, obtain the approval of the Oconto County Personnel and Wages Committee.
4. By September 1, the Personnel & Wages Committee will submit one resolution to the County Board for approval of any recommended changes.
5. If approved by the County Board, the effective date of the change will be on the first date of a payroll period nearest January 1.

For new hires, they are not eligible for a step increase on the first date of the payroll period nearest January 1 as long as they have passed their most recent evaluation, until their one-year anniversary date. New hires shall successfully pass a 5-months and a 10-months evaluation in order to be approved for a step increase by the Home Committee. An approved step increase would be effective the first day of the payroll period on or after their anniversary date. County Board approval is not required.

Once new hires receive their first step increase, then they are eligible to receive step increases as described in the 5-step system above. Exceptions to the above process may be made with approval of the Home and Personnel & Wages Committees.

Commented [KH4]: Clarification and simplification. Speeds up new hires first increase.

I. General & Special Non Union Employees Pay Structure

Personnel & Wages Committee shall review and recommend each year in June any changes to the rates for the general and special non-union employees.

Commented [KH5]: Already practice, but now set for June to allow inclusion into budget process

J. Classes of Limited Employment

1. Project Employee
 - a. A temporary employee hired for a limited term project.
 - b. Eligible benefits: Mandated Federal or State benefits.
 - c. Pay ranges will be established by the Personnel & Wages Committee.

2. Limited Term Employee
 - a. Limited term employees are those employees hired on a temporary basis for a specified term.
 - b. Eligible benefits: Mandated Federal or State benefits.
 - c. Pay ranges will be established by the Personnel & Wages Committee.

3. Student Interns
 - a. Persons who perform work for the County on a part-time or temporary basis with or without compensation in order to obtain work experience and educational credit.
 - b. Paid student interns eligible benefits: Mandated Federal or State benefits.
 - c. Unpaid student interns are to have no benefits.

Commented [KH6]: clarification, current practice

Commented [KH7]: Do not allow paid student interns

RECRUITMENT, APPLICANT EVALUATION, APPOINTMENT, PROMOTION

C. Internal Recruitment

The County retains the right to determine whether and when to recruit outside applicants as well as promote an existing employee based on operational needs and based on the employee's relative ability, experience, past performance and other qualifications as determined by the County. Such transfers and promotions shall not be made arbitrarily or capriciously.

Departmental Promotions: Employees promoted or transferred to a different position within a department are to be reviewed for up to the first ten work days (10 work days) of employment in the new position. During this period such employees may be removed from the new position and returned to a position in the employee's former classification at the discretion of the respective department head. If the vacancy is not filled through a departmental promotion or transfer, then a county wide posting may be conducted. For Health & Human Services, the Health & Human Service Director is allowed to promote a qualified contracted service provider individual to a County position without having to advertise for the position contingent upon Health & Human Services Board approval. Promotion of such a person does not include the above 10 work day review period but the normal 1 year orientation period for new employees.

Commented [KH8]: Clarification

D. Outside Recruitment

2. Recruitment Bulletins

- a. Public announcement of recruitment are to be posted for at least five (5) working days prior to the last date for filing applications.
- b. Other forms of public notice may be used to attract qualified applicants at the discretion of the home committee.
- c. Recruitment bulletins are to include at least the following:
 - 1) Position title
 - 2) Department
 - 3) Pay range and fringe benefits
 - 4) Special qualifications
 - 5) The place and last date to file applications
- d. Position openings ads shall be published in the Oconto and Oconto Falls newspapers, on the County Website, on the Wisconsin JOBNET, County FACEBOOK and Twitter pages, and elsewhere as deemed necessary by the Home Committee. The position opening ad is to be approved by the Administrative Coordinator's Office. The two local newspaper ads shall be a listing of the position title, very brief description of duties, pay and for further information go to County website for the recruitment bulletin. The Administrative Coordinator's Office is responsible to place the ads with the two local newspapers. Cost for the ads will be charged to the hiring department. [TE position openings do not need to be advertised, published in the two newspapers.]

Commented [KH9]: Current practice

4. BACKGROUND PROCEDURE

- a. Ascertain and maintain legal compliance as well as modifications to the background investigation process based upon current law and changes to the law, including confidential handling of the material obtained through background investigations.
- b. Establish and maintain contracts for background investigation services with a reputable agency.
- c. Identify risk factor criteria related to positions to establish the prudent levels of background investigation (i.e. credit, credentials, licenses or certifications, etc.)
- d. The initial job posting should include a statement regarding the required background investigation.

- e. Any job advertisements should state that the finalist may be required to undergo a background investigation.
- f. A written contingent offer of employment will be made to the final candidate, subject to qualification by a background investigation.
- g. The Administrative Coordinator is to contact the background investigation firm to obtain the necessary background services as approved by the Committee/Board.
- h. The final candidate will be contacted by the County's background check vendor via e-mail and will complete the necessary paperwork online.
- i. If the background investigation includes a consumer credit report, the report, along with a "Notification Regarding Background Investigation" will be provided to the applicant.
- j. The applicant will be given two (2) work days to notify the County if he or she intends to dispute the contents of the consumer credit report and five (5) work days thereafter to provide relevant information regarding the report.
- k. The hiring Committee/Board-Department Head, along with the Administrative Coordinator, has the responsibility of reviewing the background investigation results to determine whether to remove from consideration any individual whose background investigation information proves to be unacceptable. If a decision is to remove from consideration, the Committee/Board shall confirm such action. The hiring Committee/Board is to consult with the Administrative Coordinator and Department Head during this process.

Commented [KH10]: Clarification

Commented [KH11]: Current practice

SPECIAL PROVISIONS FOR SHERIFF'S OFFICE

1. Applicants responding to vacancy advertisements and who meet the minimum qualifications will be required to participate in a written examination.
2. Applicants who have received a score of at least 65% on the written examination and are in the top ten of scores may be invited to interview with the County. The interview panel is to consist of the home committee and the Sheriff or designee, and if necessary departmental supervisors and Administrative Coordinator. The Committee will recommend 3 applicants to the Sheriff, with the Sheriff having the final decision on whom to hire from the 3 applicants.
3. A conditional offer is to be made to the candidate of the home committee's choice. If no acceptable candidate is obtained in step 2, the home committee has the option to interview additional candidates who score at least 65% or above but are not in the top ten of test scores. The candidate is to be required to participate in a psychological examination, physical examination, and is to undergo drug and alcohol testing.

4. Upon successful completion of the examinations and testing in #3 above, the selected candidate is to be offered a confirmed appointment.

5.1. All sworn deputies must be a citizen of the United States for one (1) year prior to appointment as a Deputy Sheriff. All other Sheriff personnel must be a citizen of the United States upon hiring. United States citizenship is required of all regular full-time and regular part-time sworn personnel in the Sheriff's Department. An applicant for a sworn position must be a legal citizen of the United States at the time of appointment to a sworn position.

Commented [KH12]: Re-worded for clarification.

6.2. All appointments to a position within the Sheriff's Office are to be subject to a twelve (12) month orientation period, except the WPPA union employees who are subject to the union contract provisions.

7.3. Employees promoted or transferred to a different position are is to be on review for the first ten- (10) working days in the new position.

Commented [KH13]: Grammar change.

8.4. The Chief Deputy Sheriff is to act in the Sheriff's place in his/her absence or when not available.

9.5. The appointment of the Chief Deputy Sheriff is to be made by the Sheriff with confirmation by the Law Enforcement/Judiciary Committee.

10.6. To fill vacant positions, the Law Enforcement/Judiciary Committee shall recommend up to 3 persons per vacant position to the Sheriff, who will then select the person to be hired.

Commented [KH14]: Requested by the Law Enforcement/Judiciary Committee.

Commented [KH15]: recommended by Law Enforcement Committee.

EMPLOYEE ORIENTATION

B. Orientation

Employee orientation period is generally 1 year, where the employee should be able to demonstrate their capacity to satisfactorily complete the essential functions of the position; during this time employees will receive a 6 month and 12 month evaluations. Employees who fail to pass these evaluations shall be recommended for discipline, including termination.

Commented [KH16]: An step no longer based on anniversary date, change to standard 6 and 12 month evaluations. Also some grammar corrections.

RESOLUTION # 114 - 16

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

RE: **APPROVAL OF EMPLOYEE HANDBOOK REVISIONS**

WHEREAS, the Personnel & Wages Committee has solicited input into possible changes to the Employee Handbook that went into effect on 01/01/12 and was last revised on 04/23/15; and

WHEREAS, based on that input, the Personnel & Wages Committee is recommending the attached revisions to certain sections of the policies as outlined in the attached.

THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors hereby approve the attached revisions to the Employee Handbook.

Submitted this 22nd day of December, 2016

By: PERSONNEL & WAGES COMMITTEE

Gerald Beekman, Chairperson
Paul Bednarik
Ron Korzeniewski
Elmer Ragen
Jim Lacourciere

Reviewed by Corporation Counsel:

Adopted by Vote:

Cam
Initials of
Corp. Counsel

12.07.2016
Date
Reviewed

Ayes: _____ Nays: _____ Absent: _____

(39)

OCONTO COUNTY

EMPLOYEE HANDBOOK

Revised April 23, 2015 December 22, 2016



I. DEFINITION OF TERMS

The following definitions shall be applicable in this handbook:

Commented [KH1]: Rearrange in alpha order

1. Allocation - The assignment of a position to a class.
2. Anniversary Date - Original hiring date. May be adjusted by the Personnel & Wages Committee.
3. Anniversary Year - That time from the original anniversary date to that time in the following year.
4. Appointee - A prospective employee assigned to a position prior to a physical examination (if required) and a background check.
5. Care giving - The act of providing unpaid assistance and support to immediate family members or acquaintances who have physical, psychological or developmental needs.
6. Grade Level - One or more positions which are sufficiently alike in duties and responsibilities to warrant using the same title, similar qualifications, selection procedure and the same pay range.
7. Grade Level Specification - A written job description of a grade level containing the title, a general statement of the duties, the required functions, and minimum qualifications required.
8. Continuous Service - Time of employment within County service. May be as adjusted by Personnel & Wages Committee action.
9. County Service - Employment within the County jurisdiction.
10. County - County Board or its designees such as County Board Chair, home committees, department heads or Administrative Coordinator
11. Demotion - The assignment of any employee from one class to another class with a lower pay range.
12. Employee
 - a. Full Time Employee - Persons employed a minimum of one thousand nine hundred fifty (1,950) hours annually.
 - b. Regular Part-Time Employee - Persons employed a minimum of twelve hundred (1200) hours, but less than one thousand nine hundred fifty (1,950) hours, and whose positions qualify them for prorated County benefits except for health and dental insurance which requires 1560 hours per year.
 - c. Casual or Seasonal Employee - Persons employed less than one thousand two hundred (1200) hours annually and with at least a 6 month break in service.
 - d. Limited Term Employee (LTE) - Those employees hired for a set temporary period, including County Board members. These may be full or part time positions.
- 12-13. Grievance - Written complaint filed under Oconto County's Grievance Procedure mandated by Wis. Stat. sec. 66.0509(1m) involving discipline taken against the employee, termination of the employee or an alleged workplace safety issue directly affecting the employee.
- 13-14. Home Committee - Those committees, commissions, and boards of the County having jurisdiction over a department.
- 14-15. Huber Employees - Incarcerated persons employed by the County under the State's Huber Law work release program.
- 15-16. Immediate Family - Spouse, children, parents, parents-in law, grandparents, grandchildren, brothers, sisters, brothers-in-law, sisters-in law, stepchildren, and stepparents.

Commented [KH2]: Employee wanted to take sick to care for boyfriend.

Commented [KH3]: To match #2

Commented [KH4]: Reorganize section and added County Board under LTE Part time definition

- ~~16. Casual or Seasonal Employee - Persons employed less than one thousand two hundred (1200) hours annually and with at least a 6 month break in service.~~
- ~~17. Limited Term Employee - These employees hired for a set temporary period.~~
- ~~18-17. Orientation - A period of employment during which time an employee is introduced to and trained in the duties and responsibilities of the position.~~
- ~~19-18. Pay Range - The minimum and maximum rate of pay established for each grade of positions.~~
- ~~19. Payroll Year - first check paid in that year to the last check paid in that same year.~~
20. Personnel Action - Any action affecting wages, hours and conditions of employment.
21. Promotion - The assignment of an employee from one grade level to another grade level class with a higher pay range or within the same pay grade level.
22. Reclassification - The reassignment of a position from one grade level to another to recognize a change in the duties and responsibilities of a position or to correct an error in the original assignment.
- ~~23. Regular Part-Time Employee - Persons employed a minimum of twelve hundred (1200) hours, but less than one thousand nine hundred fifty (1,950) hours, and whose positions qualify them for prorated County benefits except for health and dental insurance which requires 1560 hours per year.~~
- ~~24-23. Sick Leave - Paid time off for health and medical reasons as well as any health related appointments that cannot be scheduled outside of regular working hours (doctors, dentist, orthopedic, etc.) or those under the Family Medical Leave Law.~~
- ~~25-24. Step Increment - Increase in wages within a specific pay range.~~
- ~~26-25. Student Interns - Persons who perform work for the County on a part-time or temporary basis with or without compensation in order to obtain work experience or educational credit.~~
- ~~26. Straight time - hours either worked or paid at their normal hourly rate.~~
27. Supervisor, Coordinator, Manager, Department Head - The person responsible for the assignment, direction and evaluation of the work of another employee.
28. Termination - The removal of an employee from the payroll for voluntary or involuntary reasons, including dismissal, resignation, retirement, or death.
29. Transfer - The assignment of an employee from one position to another in the same grade level or to a grade level within the same pay range.
30. Work Rules - Any departmental or county regulation that is job related.
- ~~31. WRS Contributor - an employee who pays a percentage of their compensation into the WRS. This does not include those that the County pays the employee share.~~

Commented [KH5]: clarification

Commented [KH6]: eliminates the possibility of paid student interns.

Commented [KH7]: Clarification.

Commented [KH8]: No longer need as public safety employees now pay into retirement.

IV. TOTAL BASE WAGES & OTHER FORMS OF COMPENSATION

A. BASE WAGES (Non Public Safety Union Employees)

The wages and salaries of non-represented county employees are set according to the Classification Plan developed by the County. Periodic wage and salary increases may be awarded based upon work performance. The total base wages of represented general municipal employees is governed by their collective bargaining agreement or County Board resolution. The wages of represented public safety employees are governed by their collective bargaining agreement.

B. OVERTIME & COMPENSATORY TIME

1. The County follows the requirements of state and federal overtime laws. In addition, overtime/comp overtime is time in excess 40 hours straight time of an employee's normal weekly work schedule. Overtime must be approved in advance by a supervisor. Department heads are to make all efforts to keep overtime to a minimum.
- 1.2. For employees on a 37.5 work schedule, hours between 37.5 and 40, can be either paid at straight time or comp straight time.

Commented [KH9]: clarification

Commented [KH10]: clarification

1. Sick Leave

b. Any employee who has accumulated the maximum amount of sick leave (ninety (90) days) under this policy and maintains the maximum amount of sick leave for one (1) full year (from the date the 90 days are earned) is to be paid for five (5) days' pay in 2016, 4 days in 2017, 3 days in 2018, 2 days in 2019, 1 day in 2020 that the maximum amount of sick leave is maintained. Effective in 2021, this max sick leave payout benefit will be eliminated.

Commented [KH11]: Newly adopted policy change

2. Holiday Pay

- a. There are ten (10) days of paid holidays for all employees, which are as follows:
 - i. New Year's Day
 - ii. Friday before Easter or Easter (if 24/7 position)
 - iii. Memorial Day
 - iv. Fourth of July
 - v. Labor Day
 - vi. Thanksgiving Day
 - vii. Day after Thanksgiving
 - viii. Christmas Eve Day
 - ix. Christmas Day
 - x. New Year's Eve Day

New employees must work more than 30 calendar days to receive holiday pay

Employees who work on a holiday receive the holiday pay plus 1 ½ time their pay rate for hours actually worked on that day.

Commented [KH12]: Clarification of current practice

3. Medical Insurance

The County medical insurance plans are solely determined by the County Board and are subject to change without notice. Changes in the present policy or carrier are to be solely determined by the County Board. To be eligible for health or dental insurance, employees must ~~meet the eligibility requirements set by the Affordable Care Act, work an average of 30 hours per week over a 6-month period and be expected to continue working an average of 30 hours or more per week.~~ For those part-time employees that do qualify, county contribution toward the insurance cost will be prorated based on hours work as a percentage of full-time status.

Commented [KH13]: Change to adopt the ACA language

WRS Contributor - General & Elected Employees

The County offers the following plans: Plan A (GHT) is the policy in effect in 2011. Plan B (GHT) is an optional policy effective January 1, 2012 that allows the employee a less costly alternative to Plan A. ~~Plan C is the Central States G-6 plan.~~ Description of each plan is available in the Administrative Coordinators office or on the intranet.

Commented [KH14]: No longer applicable

Commented [KH15]: Plan no longer available

12. Health Reimbursement Account.

The County may provide annually to those employees enrolled in a GHT plan a HRA in the amounts of ~~\$400-800/single, \$800-1600/two person, and \$800-1600/family.~~

Commented [KH16]: Changed per Co. Bd. action

V. HOURS OF WORK

A. REPORTING TO WORK

Employees are to report to work at the established starting time. In the event the person in charge of said department determines that because of weather conditions work cannot be performed, and other work cannot be provided, then non-exempt FLSA employees will only receive pay for the hours actually worked. Employees may use available vacation, personal days or compensatory time to make up for scheduled work time missed due to inclement ~~weather or building temperatures.~~

Commented [KH17]: To address issue when blog temp reached into 80's due to AC not working

B. NORMAL WORK WEEK

Forestry and Parks Employees: The normal work week is forty (40) hours per week. The normal work week is Monday through Friday, 7:00 am to 5:30 pm with a thirty (30) minute unpaid lunch. Employees are to be scheduled on a four (4) day work week, either Monday through Thursday or Tuesday through Friday. The most senior employee may choose either the Monday-Thursday or Tuesday-Friday schedule. Any day of vacation, sick leave, holiday or personal day is computed at ten (10) hours per day. The starting and quitting times, may vary during emergencies as determined by the Forestry and Parks Administrator.

~~Forestry & Parks workers: The normal work week is Monday through Friday, 8:00 a.m. to 4:30 with an a (30) minute unpaid lunch, except there is to be a four (4) day work week starting the first Monday in May through the last Friday in September of each summer. One employee is to be scheduled to work, Monday through Thursday, the other employee, Tuesday through Friday. This is to be known as the summer schedule. The most senior employee may choose either the Monday-Thursday or Tuesday-Friday schedule.~~

Commented [KH18]: Per Forestry & Parks Committee. Crew was trying this for past few years and now request to make permanent.

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RESOLUTION # 115 - 16

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

RE: **APPROVAL OF NEW POSITION DESCRIPTION – SERGEANT (PROGRAMMING/
CLASSIFICATION)**

WHEREAS, the Law Enforcement/Judiciary Committee requests approval of a new position of Sergeant (Programming/Classification) (Grade I, \$21.39 to \$27.51) in the Jail within the Sheriff Department; and

WHEREAS, this new position is needed to coordinate programming for inmates and the classification of the inmates entering the facility, and

WHEREAS, one existing correctional officer position will be eliminated in order to create this new position,

WHEREAS, these staff changes were budgeted for in the 2017 Budget, and

WHEREAS, the Personnel & Wages Committee recommends approval of this new position of Sergeant (Programming/Classification) and elimination of one existing Correctional Officer (Grade G, \$17.71 to \$22.77) position effective December 25, 2016, and

THEREFORE, BE IT RESOLVED, that the Oconto County Board of Supervisors hereby approve this new position of Sergeant (Programming/Classification) effective December 25, 2017 and elimination of one Correctional Officer position effective December 25, 2016.

Submitted this 22nd day of December, 2016

By: Personnel & Wages Committee

Gerald Beekman, Chairperson
Ron Korzeniewski
Elmer Ragen
Paul Bednarik
Jim Lacourciere

Reviewed by Corporation Counsel:

Adopted by Vote:

CAM
Initials of
Corp. Counsel

12.15.2016
Date
Reviewed

Ayes: _____ Nays: _____ Absent: _____

(40)

Oconto County - Job Description

Job Title: Sergeant (Programming/Classification)
Position #: 60402
Department: Sheriff
Reports To: Jail Administrator
FLSA Status: Nonexempt
Pay Classification: Grade I
Work Comp Code: 7720
EEO Code: 04-04
Approved Date: 12/22/2016

SUMMARY

Is a working Sergeant with the assigned duties of inmate programming and inmate classification. Performs inmate classification duties as primary classification officer. Oversees inmate programming to include organization of volunteers and inmate scheduling for the Jail Division. Works in accordance with established policies, regulations, and procedures by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, but not limited to:

GENERAL DUTIES _____

Responsible for the security of the jail.

Evaluates work of subordinates and makes efforts to correct problem areas. If necessary, refers matters to the Jail Administrator for review and action.

Perform duties as a Correctional Officer and Court Security Officer as needed.

Inmate Programming

- Screen inmates for programming based on classification
- Schedule inmate programming
- Screen program volunteers
- Provide volunteer orientation
- Act as a liaison between the jail and Oconto Schools for 17 to 21 year old inmates

Inmate classification officer and re-class.

- Inmate interview for classification
- Organization of classification records
- Uphold consistency of inmate placement
- Review any classifications done by secondary classification Sgts due to time off
- Review weekly classifications with Jail Administrator
- Review any questionable classification issues with the Jail Administrator

Clear and maintain inmate visitor lists and schedule visitation appointments.

Provide administrative assistance for the Jail Administrator

Provide new officer instruction and or offer instruction to those assisting in new officer training.

Prepare written reports to Jail Administrator concerning any other activity.

Responsible to be aware of, review and to follow the Oconto County Sheriff's Office policies and procedures.

SUPERVISORY RESPONSIBILITIES

This position has no managerial supervisory responsibilities. Position does have operational supervisory duties, with any policy decision to be referred to management.

SUPERVISION RECEIVED

Employee receives guidance and oversight by supervisor on a regular basis, works alone on routine matters.

QUALIFICATIONS

Associate Degree in a police or correctional related field; preferred one to three years Sergeant experience and/or training; or equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read and interpret documents such as rules, operating instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of inmates or employees of organization.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area and volume. Ability to apply concepts of basic algebra and geometry.

CONFIDENTIALITY

Employee regularly works with confidential information (includes electronic PHI), such as inmate records, medical records, money accounts and jail procedure.

MATERIALS AND EQUIPMENT USED

General office equipment, computer, keyboard, printer, calculator, photocopier

CERTIFICATES, LICENSES, REGISTRATIONS

State of Wisconsin Jailer Certification and Driver's Licenses, LETSB Certification

WORK ENVIRONMENT

While performing the duties of this job, the employee regularly works in areas with security measures in place and regularly works with persons of questionable character. The employee is frequently exposed to Bloodborne pathogens. The employee is occasionally exposed to high, precarious places; outside weather conditions; and risk of electrical shock. The noise level in the work environment is usually moderate.

DISCLAIMER

The above statements are intended to describe the general nature of the job. They are not intended to be an exhaustive list of specific responsibilities, duties and skills required by personnel so classified.

Oconto County is an equal Opportunity and Affirmative Action Employer. In Compliance with the American with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

RESOLUTION #116 - 16

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors
RE: APPROVAL TO HIRE HUMAN RESOURCES COORDINATOR

WHEREAS, a new Human Resources Coordinator position was approved by the County Board on July 21, 2016 and funding was included in the 2017 Budget, and

WHEREAS, the position was advertised and 39 applications received, of which 9 applicants received a phone interview and 3 of those received a second interview conducted in person, and

WHEREAS, the Administrative Coordinator recommended the hiring of Judy Rank, the current Human Resources Coordinator for Shawano County, who has over 30 years of experience and excellent qualifications to fill this position; and

WHEREAS, the Personnel & Wages Committee concurs with this recommendation and recommend setting the compensation package as follows:

1. Salary of \$60,021 (Grade L – Step 6)
2. Vacation of 3 weeks at start
3. Start date of January 16, 2017
4. Other benefits as set by County policy

THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors hereby hires Judy Rank for the position of Human Resources Coordinator as recommended above by the Personnel & Wages Committee.

Submitted this 22nd day of December, 2016

BY: PERSONNEL & WAGES COMMITTEE

Gerald Beekman, Chairperson
Elmer Ragen
Ron Korzeniewski
Jim Lacourciere
Paul Bednarik

Reviewed by Corporation Counsel:

Adopted by Vote:

Cam
Initials of
Corp. Counsel

12.07.2016
Date
Reviewed

Ayes: _____ Nays: _____ Absent: _____

1 RESOLUTION # 117 - 2016

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

3 RE: **APPROVE KRUEGER INTERNATIONAL INC. AS PREFERRED FURNITURE VENDOR**

4 WHEREAS, Oconto County currently does not have a dedicated vendor for office
5 furniture, and

6 WHEREAS, the Public Property Committee at their December 7, 2016 meeting, has
7 approved Krueger International Inc., PO Box 204576, Dallas, Tx 75320 to be the preferred
8 furniture vendor.

9 THEREFORE, BE IT RESOLVED, that the Oconto County Board of Supervisors hereby
10 approves Krueger International Inc. as the preferred furniture vendor.

11 Submitted this 22nd day of December, 2016

12 By: Public Property Committee
13 Bill Grady
14 Karl Ballestad
15 Jim Lacourciere
16 Doug McMahon
17 Robert Reinhart
18

19 Reviewed by Corporation Counsel:

Adopted by Vote:

20
21 AMM 12.01.2016
22 Initials of Date Reviewed
23 Corp. Counsel
24

Ayes: _____ Nays: _____ Absent: _____

(42)

RESOLUTION # 118 - 16

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

RE: Approve Purchase of High Speed Scanner

WHEREAS, Oconto County Zoning is in need of a second high speed scanner;

WHEREAS, Zoning scans in numerous and various zoning parcel documents;

WHEREAS, the Technology Services (TS) Dept has received 4 quotes for the Fujitsu FI-6770 high speed scanner:

CDWG:	\$5,472.57
Dorton Tech. Sol., LLC	\$5,400.00
NEWEGG	\$5,547.00
Staples	\$6,084.89

WHEREAS, TS has the money in the 2016 budget and recommends purchasing the scanner from Dorton Associates, Inc at a cost of \$5,400.00;

THEREFORE BE IT RESOLVED THAT the Oconto County Board of Supervisors hereby approves the purchase of a Fujitsu scanner at a cost of \$5,400.00 from Dorton Technology Solutions, LLC.

Submitted this 22nd day of December, 2016

TECHNOLOGY SERVICES COMMITTEE

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

Reviewed by Corporation Counsel:

cam 12.14.2016
Initials of Date Reviewed

Vote:

Ayes: _____ Nays: _____

(43)

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REPORT

TO: The Members of the Oconto County Board of Supervisors

RE: RE-APPOINTMENT – FARM SERVICE AGENCY REPRESENTATIVE ON LCC

Effective upon County Board acceptance, I hereby appoint Doug Allen, 5587 Allen Road, Little Suamico, WI, 54141 as the Farm Service Agency Representative on the Land Conservation Committee for a term which will expire December 31st, 2019.

Submitted this 21st day of January, 2016

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

Confirmed by Vote:

Ayes:_____ Nays:_____ Absent:_____

A

MINUTES

(Draft minutes, not approved by Committee)

NOVEMBER 21st, 2016 – 9:30 A.M.
LAND CONSERVATION COMMITTEE OF
OCONTO COUNTY BOARD OF SUPERVISORS
CONFERENCE ROOM-USDA BUILDING
410 ½ E. MAIN STREET
LENA, WI 54139
www.co.oconto.wi.us

COMMITTEE PRESENT: Kroll, Kamke, Grady, Lemmen, Pagel, Allen

COMMITTEE ABSENT: NONE

OTHERS PRESENT: County Conservationist Dolata, Program Assistant Wilcox, Wisconsin Department of Natural Resources Forester Wrzochalski

TIME MEETING BEGAN: 9:30 a.m.

1. Approval of Agenda
A. Change of Agenda- NONE

B. Removal of Items-NONE

Motion by Allen, second by Pagel to approve the agenda. The motion was voted on and carried.

2. Approval of Minutes from Previous Meeting (Enc.)
Motion by Grady, second by Lemmen to approve the minutes from the October 17th, 2016 Land Conservation Committee meeting. The motion was voted on and carried.

3. Communications (Enc.)

County Conservationist Dolata reviewed the November 2016 Department of Ag, Trade & Consumer Protection Report.

County Conservationist Dolata reviewed the October 2016 Timberland Invasive Partnership Coordinator's Report.

WI Land + Water Conservation Association upcoming deadlines and events.

2015 WI Land + Water Conservation Annual Report.

4. County Cost Share Contract(s)
Motion by Lemmen, second by Pagel to approve the contract for John Zak for Heavy Use Protection in the amount of \$2,500.00. Motion was voted on and carried.
5. County Cost Share Payment(s)
Motion by Kamke, second by Lemmen to approve payments for Michael Alsteen for Barnyard Runoff Control Systems in the amount of \$2,500.00, John Zak for Heavy Use Protection in the amount of \$2,500.00, Jody Lauersdorf for Access Road or Cattle Crossing in the amount of \$1,344.00, Jagiello Farms & Trucking LLC for Barnyard Runoff Control Systems in the amount of \$2,500.00 and Dave Hischke for Access Road or Cattle Crossing in the amount of \$339.47. Motion was voted on and carried.
6. Soil & Water Resource Management Contract(s)
NONE
7. Soil & Water Resource Management Payment(s)
Motion by Allen, second by Grady to approve the payments Michael Alsteen for Barnyard Runoff Control System, Heavy Use Area Protection, Underground Outlet, Wastewater Treatment Strip, Nutrient Management in the amount of \$10,426.37 and John Zak for Barnyard Runoff Control System, Heavy Use Area Protection and Underground Outlet in the amount of \$12,831.70. Motion was voted on and carried.

8. Northern Pike Contract(s)
NONE
9. Northern Pike Payment(s)
Motion by Kamke, second by Pagel to approve the payment for Douglas Zimmerman for Culvert Replacement in the amount of \$12,611.00. Motion was voted on and carried.
10. 2017 Joint Final Allocation Plan, Soil and Water Resource Management Grant Program and Nonpoint Source Program
County Conservationist Dolata informed the committee that the Department of Ag, Trade and Consumer Protection/Wisconsin Department of Natural Resources final 2017 Joint Final Allocation Plan was approved, and that the Land Conservation Division will receive budgeted amount.
11. Department of Natural Resources Lake Protection Grants Update
County Conservationist Dolata updated the committee that in 2016 9 lakes have had water testing completed. The "Meet Your Scientist" meetings have been well attend with approximately 150 people having attended. Next year more lakes will be tested and a master plan for Oconto County and mini plans for the individual lakes will be written.
12. Approval of the Oconto County Lake Protection Grants Resolution
Motion by Grady, second by Pagel to approve forwarding the resolution to county board for approval at the December meeting. Motion was voted on and carried.
13. Term Expiration- Farm Service Agency Representative Recommendation
Motion by Grady, second by Pagel to approve recommending the re-appointment of Farm Service Agency Representative Allen to the Land Conservation Committee for a 3 year term pending results of Farm Service Agency election as Representative Allen is running un-opposed.
14. Review of Lumberjack Resource, Conservation & Development meeting on October 27th, 2016
County Conservationist Dolata updated the members that all grant proposals received first approval at the October business meeting and will go for final approval at the January business meeting.
15. Approval to attend Winter County Conservationist Meeting December 1st-2nd, 2016 in Wisconsin Rapids
Motion by Lemmen, second by Allen to approve that County Conservationist Dolata attend meeting. Motion was voted on and carried.
16. Wisconsin Department of Natural Resource Oconto County Forester updates
Forester Wrzochalski updated the committee that the county forest is on board to clear \$1 million of revenue in 2016. 1,100 deer were shot opening weekend of gun season and that there are several locations set up to drop off deer heads which will be checked for Chronic Waste Disease by the Wisconsin Department of Natural Resources, and that Wisconsin Department of Natural Resources offices will be reconstructing and realigning staff and position descriptions over the next few months.
17. Natural Resources Conservation Service Report
NONE
18. Farms Service Agency Report
Farm Service Representative Allen reported that ballots were sent out for election of the Farm Service Agency Committee and will be counted on December 8th, 2016.
19. Approve Vouchers for Payment
Motion by Grady, second by Kamke to approve vouchers for payment. Motion was voted on and carried.
20. Information Items Only
NONE
21. Set Next Meeting Date
Date of next meeting: December 19th, 2016
Time of next meeting: 9:30 a.m.
22. Adjournment
Motion by Kroll, second by Pagel to adjourn meeting at 10:25 a.m. The motion was voted on and carried.

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REPORT

TO: The Members of the Oconto County Board of Supervisors

RE: RE-APPOINTMENT – OCONTO COUNTY LIBRARY SERVICES BOARD

I have formally re-appointed Vicki Gooding, 6381 Nero Lane, Sobieski, WI as the At Large Member on the Oconto County Library Services Board for a term ending December 31, 2019, and hereby ask for confirmation of this re-appointment.

Submitted this 22nd day of December, 2016

BY: Leland T. Rymer, Chairperson
OCONTO COUNTY BOARD OF SUPERVISORS

Confirmed by Vote:

Ayes:_____ Nays:_____ Absent:_____

B

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 David Christianson, 17152 Rudy Road, Townsend, WI, to the Oconto County Business Development Revolving Loan Fund Committee for a term to which will expire December 31, 2019 and hereby ask for confirmation of this appointment.

Submitted this 22nd day of December, 2016

**BY: Leland T. 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 Keith Shallow, 9526 Golden Estates Lane, Suring, WI, 54174 to the Oconto County Business Development Revolving Loan Fund Committee for a term that will expire on December 31, 2019 and hereby ask for confirmation of this re-appointment.

Submitted this 22nd day of December, 2016

**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: Oconto County Board of Supervisors

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

Effective upon County board acceptance, I hereby appoint David Christianson, 17152 Rudy Road, Townsend, WI, to the Tri-County Business Development Revolving Loan Fund Committee for a term which will expire on December 31, 2019 and hereby ask for confirmation of this appointment.

Submitted this 22nd day of December, 2016

**BY: Leland T. Rymer, Chairperson
OCONTO COUNTY BOARD OF SUPERVISORS**

Confirmed by Vote:

Ayes: _____ Nays: _____ Absent: _____

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REPORT

TO: The Members of the Oconto County Board of Supervisors

RE: RE-APPOINTMENT – COUNTY VETERANS SERVICE COMMISSION

I hereby formally re-appointed Bruce Hansen, 11026 Highway 32N, Gillett, WI to the Oconto County Veterans Service Commission, term ending 12/01/15, and hereby ask for confirmation of this re-appointment.

Submitted this 22nd day of December, 2016

BY: Leland T. Rymer, Chairperson
OCONTO COUNTY BOARD OF SUPERVISORS

Confirmed by Vote:

Ayes: _____ Nays: _____ Absent: _____

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2 **REPORT**
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4 TO: Members of the Oconto County Board of Supervisors

5 RE: **APPOINTMENT – OCONTO COUNTY TRAFFIC SAFETY COMMISSION**
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7 I formally appoint the following individuals to the Oconto County Traffic Safety Commission:
8

- | | | |
|----|--|-----------------|
| 9 | 1. The County Highway Commissioner or a designated representative | Pat Scanlan |
| 10 | 2. The Chief County Law Enforcement Officer or a designated representative | Mike Jansen |
| 11 | 3. The County Highway Safety Coordinator, designated by the County Board | Ed Janke |
| 12 | 4. An Education Representative designated by the County Board | Carol Andrews |
| 13 | 5. A Medical Representative designated by the County Board | Debbie Konitzer |
| 14 | 6. A Legal Representative designated by the County Board | Cheryl Mick |

15
16 and hereby ask for confirmation of these appointments.
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18
19 Submitted this 22nd day of December, 2016
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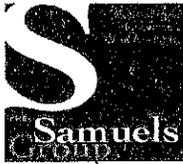
21
22 BY: Leland T. Rymer, Chairperson
23 **OCONTO COUNTY BOARD OF SUPERVISORS**
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27 Confirmed by Vote:
28 Ayes: ____ Nays: ____ Absent: ____
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Below are the names of the required nine members who serve on the Oconto County Traffic Safety Commission

- | | |
|--|---------------------|
| 1. The County Highway Commissioner or a designated representative | Pat Scanlan |
| 2. The Chief County Law Enforcement Officer or a designated representative | Mike Jansen |
| 3. The County Highway Safety Coordinator, designated by the County Board | Ed Janke |
| 4. An Education Representative designated by the County Board | Carol Andrews |
| 5. A Medical Representative designated by the County Board | Debbie Konitzer |
| 6. A Legal Representative designated by the County Board | Cheryl Mick |
| 7. A Division of State Patrol Representative designated by
Wisconsin Department of Transportation (WisDOT) | Trooper Mike Galvan |
| 8. A Highway Traffic Engineering Representative designated by WisDOT | Rod Hamilton |
| 9. A Traffic Safety Representative designated by WisDOT
(Bureau of Transportation Safety, Regional Program Manager) | Mike Panosh |



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

County

Project:
 Project Number:

Oconto Co LEC
 6813

12/6/2016

Originating Document: CB 38
 The Samuels Group Document: CAR148

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

Self-Performed Cost: \$0.00
 Subcontractor Cost: \$8,820.00
 Total Cost: \$8,820.00

Contract Time Extension: 0 days

Description of Proposal: Demo existing adhesive in 3 rooms: 1406, 1406A, 1406B & install new Static Dissipative VCT flooring in 1406.

Item	Description	Type	Qty	Unit	\$/Unit	Self - Performed Work			Subcontractor	Total
						Labor	Material	Equipment	Lump Sum	
1	HJ Martin	S	1.00		8,820.00	\$ -	\$ -	\$ -	\$ 8,820.00	\$ 8,820.00
2						\$ -	\$ -	\$ -	\$ -	\$ -
3						\$ -	\$ -	\$ -	\$ -	\$ -
4						\$ -	\$ -	\$ -	\$ -	\$ -
5						\$ -	\$ -	\$ -	\$ -	\$ -
6						\$ -	\$ -	\$ -	\$ -	\$ -
7						\$ -	\$ -	\$ -	\$ -	\$ -
8						\$ -	\$ -	\$ -	\$ -	\$ -
9						\$ -	\$ -	\$ -	\$ -	\$ -
10						\$ -	\$ -	\$ -	\$ -	\$ -
11						\$ -	\$ -	\$ -	\$ -	\$ -
12						\$ -	\$ -	\$ -	\$ -	\$ -
13						\$ -	\$ -	\$ -	\$ -	\$ -
14						\$ -	\$ -	\$ -	\$ -	\$ -
15						\$ -	\$ -	\$ -	\$ -	\$ -
16						\$ -	\$ -	\$ -	\$ -	\$ -
17						\$ -	\$ -	\$ -	\$ -	\$ -
18						\$ -	\$ -	\$ -	\$ -	\$ -
19						\$ -	\$ -	\$ -	\$ -	\$ -
20						\$ -	\$ -	\$ -	\$ -	\$ -
21						\$ -	\$ -	\$ -	\$ -	\$ -
22	PM (6 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	8,820.00	\$ 8,820.00
40	Small Tools				0.00%	0.00	0.00	0.00	0.00	\$ -
41	Subtotal					0.00	0.00	0.00	8,820.00	\$ 8,820.00
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	8,820.00	\$ 8,820.00

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/File

Issued By: The Samuels Group, Inc.

 Project Manager
 Curt Schleicher
 12/7/2016
 Date

Reviewed By: Oconto County Law Enforcement Center

 Owner
 Kevin Hamann
 12/8/16
 Date

Approved By:

 Date

H

320 S. Military Avenue
P.O. Box 11387
Green Bay, WI 54307-1387
Phone: (920) 494-3461
Fax: (920) 496-3656
Website: www.hjmartin.com



COMMERCIAL INTERIORS DIVISION

FAX – Change Order / Additional Work Request Form

To: Megan Cyr
From: Gary VandenLangenberg

Co: Samuels Group
Phone: 715.218.0073

Email: mcyr@samuelsgroup.net
Date: 12/2/2016

Re: Room 1406 Flooring Options
Pages: 1 (Including cover sheet)

Project Name: Oconto County Law Enforcement Center
Phase #: 2
Project #: 5492-LLC

Change Order/Additional Work Summary:

Option #1 – Demo of existing adhesive from concrete slab in 3 Rooms 1406, 1406A and 1406B – Add \$825.00

Option #2 – Demo existing adhesive in 3 rooms. Install new Standard VCT flooring in 1406 and 1406A. 1406B to remain bare concrete – Add \$3,500.00

Option #3 – Demo existing adhesive in 3 rooms. Install new Static Dissipative VCT flooring in 1406 and 1406A. 1406B to remain bare concrete – Add \$8,205.00

Option #4 – Demo existing adhesive in 3 rooms. Install new Standard VCT flooring in all 3 Rooms – Add \$4,020.00

Option #5 – Demo existing adhesive in 3 rooms. Install new Static Dissipative VCT flooring in all 3 Rooms
Add \$8,820.00

*** Color variations in concrete or ghosting may be visible after adhesive removal***

If this is acceptable, please issue a signed change order (or sign and return this form) so we can proceed as soon as possible. This proposal may be accepted within 30 days of its date, and will become a binding contract upon such acceptance by purchaser subject to review by seller. Please contact us for confirmation if time runs beyond 30 days. There are no representations, promises, warranties or agreements, not expressed herein. H.J. Martin & Son, Inc. is not able to proceed with this work without a signed change order.

Please feel free to call if you have any questions and/or concerns.

Accepted _____, 2016

By _____
General Contractor

H.J. MARTIN & SON, INC.

By 
Project Manager
Commercial Interiors Division



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 5, 2016

Property Acquisition

No Update

Project Funding/Financing/Budget:

Please see attached updated spreadsheet prepared by the Finance Director.

For November spent \$844,126.31, bringing the project total to \$24,264,934.81 at the end of November. This represents 76.4% of the project budget.

Also included is the transaction report for November showing the expenditure details.

Project Progress/Timeline:

See attached timeline for the project through the next few months.

Doors – doors, hardware, glass and detention furniture will be onsite on 12/13/2016 and completely installed by 1/30/2016.

Reminder to track construction progress by viewing pictures on the County website by clicking on the LEC project tab.

Miscellaneous:

None

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Account Year: 116
 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#
Fund: 4001 Department: 45 LAW ENFORCEMENT CENTER									
57210	CAPITAL-LAW ENFOR	1372	WORKERS COMP	RECLASS LEC EXPENSES	RECLASS WC INS	11/11/0116	122,150.89	0	
				11/2016 LEC - RECLASS EX	11/2016 LEC - RECLASS EXP	11/30/0116	46,539.00	0	
* Distribution Total:							\$168,689.89		
57210	CAPITAL-LAW ENFOR	8111	OUTLAY-COMPUTER EQUIP	RECLASS LEC EXPENSES	RECLASS COMPUTER EQUIP	11/11/0116	190,455.05	0	
* Distribution Total:							\$190,455.05		
57210	CAPITAL-LAW ENFOR	8135	OUTLAY-OFFICE FURNITURE/FURN	RECLASS LEC EXPENSES	RECLASS FURNITURE	11/11/0116	6,574.83	0	
* Distribution Total:							\$6,574.83		
57210	CAPITAL-LAW ENFOR	8305	DESIGN	RECLASS LEC EXPENSES	RECLASS DEIGN	11/11/0116	129,416.63	0	
* Distribution Total:							\$129,416.63		
57210	CAPITAL-LAW ENFOR	8306	CONSTRUCTION	CDW-G RECLASS ACCOUN	CDW-G (INV DVB6434) RECLASS	11/2/0116	-2,517.90	0	
				NOV16 SAMUELS ACH (11/11/	NOV16 SAUMUELS ACH (11/04)	11/2/0116	711,066.45	0	
				A/P 11/04/2016 WEEKLY	NO 25 DIRECT PURCHASE	11/2/0116	89,038.76	0	000008454
				A/P 11/11/2016 WEEKLY	LEC WORK COMP	11/9/0116	46,539.00	0	000001421
				RECLASS LEC EXPENSES	RECLASS WC INS	11/11/0116	-122,150.89	0	
				RECLASS LEC EXPENSES	RECLASS COMPUTER EQUIP	11/11/0116	-190,455.05	0	
				RECLASS LEC EXPENSES	RECLASS FURNITURE	11/11/0116	-6,574.83	0	
				RECLASS LEC EXPENSES	RECLASS DEIGN	11/11/0116	-129,416.63	0	
				11/2016 LEC - RECLASS EX	11/2016 LEC - RECLASS EXP	11/30/0116	-46,539.00	0	
* Distribution Total:							\$348,989.91		
** Account Total:							\$844,126.31		

ID	Task Name	Duration	Start	Finish	2016												2017												2018											
					1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter																				
7	Site Work	518 days	Tue 8/4/15	Thu 7/27/17	Site Work																																			
24	Landscaping	10 days	Mon 11/28/16	Fri 12/9/16	Landscaping																																			
25	Building Construction	485 days?	Mon 10/26/15	Fri 9/1/17	Building Construction																																			
25	First Floor	400 days	Mon 10/26/15	Fri 5/5/17	First Floor																																			
39	Install Windows and Store Front	30 days	Mon 8/1/16	Fri 12/9/16	Install Windows and Store Front																																			
46	All Interior CMU Walls	165 days	Mon 5/9/16	Fri 12/9/16	All Interior CMU Walls																																			
75	Ductwork	150 days	Mon 5/16/16	Fri 12/9/16	Ductwork																																			
79	Tape and Finish	100 days	Mon 8/22/16	Fri 1/6/17	Tape and Finish																																			
80	Paint	125 days	Mon 8/29/16	Fri 2/17/17	Paint																																			
81	Kitchen Equipment	15 days	Mon 1/23/17	Fri 2/10/17	Kitchen Equipment																																			
82	Set up Master Control	20 days	Tue 12/27/16	Mon 1/23/17	Set up Master Control																																			
83	Set up Pod Control	5 days	Tue 12/27/16	Mon 1/2/17	Set up Pod Control																																			
84	Install Lockers	5 days	Tue 12/20/16	Mon 12/26/16	Install Lockers																																			
85	Install Branch Wiring & Cables	125 days	Mon 6/27/16	Fri 12/16/16	Install Branch Wiring & Cables																																			
86	Detention Ceilings	50 days	Mon 12/19/16	Fri 2/24/17	Detention Ceilings																																			
88	Laundry Equipment	10 days	Mon 1/23/17	Fri 2/3/17	Laundry Equipment																																			
88	Install Detention Furnishings	35 days	Tue 12/13/16	Mon 1/30/17	Install Detention Furnishings																																			
89	Install Detention Doors and Hardware	35 days	Tue 12/27/16	Mon 2/13/17	Install Detention Doors and Hardware																																			
91	Install Cameras	35 days	Mon 12/19/16	Fri 2/3/17	Install Cameras																																			
92	Mechanical Finishes	35 days	Mon 11/14/16	Fri 12/30/16	Mechanical Finishes																																			
93	Casework	20 days	Mon 11/28/16	Fri 12/23/16	Casework																																			
94	Non-Detention Ceilings	55 days	Mon 11/7/16	Fri 1/20/17	Non-Detention Ceilings																																			
95	Install Non-Detention Lighting	90 days	Mon 9/19/16	Fri 1/20/17	Install Non-Detention Lighting																																			
96	Ele. Devices Non-Detention	25 days	Mon 12/19/16	Fri 1/20/17	Ele. Devices Non-Detention																																			
97	Install Detention Lighting	50 days	Mon 12/19/16	Fri 2/24/17	Install Detention Lighting																																			
98	Ele. Devices Detention	50 days	Mon 12/19/16	Fri 2/24/17	Ele. Devices Detention																																			
99	Install Sprinkler Heads	35 days	Tue 11/8/16	Mon 12/26/16	Install Sprinkler Heads																																			
100	Flooring	30 days	Mon 12/26/16	Fri 2/3/17	Flooring																																			
101	Terrazzo	15 days	Mon 1/16/17	Fri 2/3/17	Terrazzo																																			
102	Poured Resinous	10 days	Mon 1/23/17	Fri 2/3/17	Poured Resinous																																			
103	Hard Tile	15 days	Mon 1/9/17	Fri 1/27/17	Hard Tile																																			
104	VCT	10 days	Mon 1/9/17	Fri 1/20/17	VCT																																			
105	Carpet	15 days	Mon 1/16/17	Fri 2/3/17	Carpet																																			
106	High Performance	15 days	Mon 12/26/16	Fri 1/13/17	High Performance																																			
107	Doors and Hardware	25 days	Mon 1/2/17	Fri 2/3/17	Doors and Hardware																																			
108	Bathroom Partitions	10 days	Mon 1/23/17	Fri 2/3/17	Bathroom Partitions																																			
111	Set up Video Visitation	15 days	Mon 1/30/17	Fri 2/17/17	Set up Video Visitation																																			
116	Second Floor Cells	279 days?	Tue 4/12/16	Fri 5/5/17	Second Floor Cells																																			
120	Ele. Rough-in's	132 days	Mon 6/13/16	Tue 12/13/16	Ele. Rough-in's																																			
124	Paint	25 days	Mon 12/12/16	Fri 1/13/17	Paint																																			
126	Install Branch Wiring & Cables	25 days	Wed 11/9/16	Tue 12/13/16	Install Branch Wiring & Cables																																			
127	Detention Ceilings	20 days	Tue 12/13/16	Mon 1/9/17	Detention Ceilings																																			
128	Install Detention Lighting	20 days?	Tue 12/13/16	Mon 1/9/17	Install Detention Lighting																																			
128	Ele. Devices Detention	25 days	Mon 12/12/16	Fri 1/13/17	Ele. Devices Detention																																			
130	Install Detention Furnishings	15 days	Tue 12/13/16	Mon 1/2/17	Install Detention Furnishings																																			
131	Install Doors & Hardware	10 days	Tue 1/3/17	Mon 1/16/17	Install Doors & Hardware																																			
132	Install Cameras	20 days	Tue 12/13/16	Mon 1/9/17	Install Cameras																																			
133	Test and Balance	10 days	Tue 1/10/17	Mon 1/23/17	Test and Balance																																			

Project: 11-09-2015.mpp
Date: Thu 12/1/16

Task
Split

Progress
Milestone

Summary
Project Summary

External Task
External Milestone

Deadline

Employee Update

November 2016

Retirements/Resignations/Terminations

<u>Employee</u>	<u>Dept.</u>	<u>Position</u>	<u>Date</u>	<u>Wage</u>	<u>Comment</u>
Tousey, Brandon	Sheriff	Correct. Officer (pt)	11/03	\$17.05	Resigned
Henkel, James	Forestry & Parks	F & P Worker	11/23	\$12.23	LTE

Promotions/Transfers

<u>Employee</u>	<u>Dept.</u>	<u>Position</u>	<u>Date</u>	<u>Wage</u>	<u>Comment</u>
None					

New Hires

<u>Employee</u>	<u>Dept.</u>	<u>Position</u>	<u>Date</u>	<u>Wage</u>	<u>Comment</u>
Schmidt, Malorie	Sheriff	Telecomm. (pt)	11/01	\$17.05	New Position
Conlon, Michael	Sheriff	Correct. Officer (pt)	11/03	\$17.05	Replaced Sydor
Podoski, Kalynn	Med. Exam.	Investigator	11/16	Varies	Replaced Klimek
Christensen, Ron	Veterans	VSO	11/28	\$26.35	Replaces Hoppe

Current External Recruitments

<u>Dept.</u>	<u>Position</u>	<u>Date Apps Due</u>	<u>Adv. Wage Range</u>	<u>Comment</u>
Maintenance	Maint. Person #2	Oct. 4	\$15.41 - \$18.13	Reviewing 23 apps
HHS	Econ. Support- Intake	Oct. 28	\$15.41 - \$16.49	Reviewing 56 apps
Administration	HR Coordinator	Nov. 3	\$52,513 to \$67,529	Interviewed 3 on 11/28
Highway	Operator 1	Nov. 16	\$17.71 - \$22.77	Reviewing 55 apps
HHS	Case Manager	Nov. 17	\$20.35-26.17	Reviewing 19 apps
Med. Exam.	Medicolegal Invest.	Dec. 29	Varies	2 Vacancies
Sheriff	Correctional Officer	Dec. 29	\$17.71	Create Eligibility List

As of December 1, 2016

REPORT

TO: OCONTO COUNTY BOARD OF SUPERVISORS

RE: REPORT ON CONTRACT WITH ADVANCED DISPOSAL PERTAINING TO COUNTY RECYCLING PROGRAM WITH COMMITTED MUNICIPALITIES

This report is to inform the Oconto County Board of Supervisors of recent activity by the Solid Waste Committee to review and approve an agreement with Advanced Disposal to be the recycling hauler of single stream recyclables for the committed municipalities in 2017-2019.

In order to expedite and coordinate with Advanced Disposal the changeover to single stream recycling, the Committee, upon review of the contract language by Corporation Counsel, approved said contract with Advanced Disposal on 12-6-2016. The attached contract was signed by Ron Korzeniewski, Solid Waste Committee Chairman and Lee Rymer, Oconto County Board Chairman on behalf of Oconto County.

The signing of the contract will allow Advanced Disposal to order front load dumpsters to replace the county rear load dumpsters in advance of the movement to a single stream recycling program beginning in 2017. The contract places no burden onto the county as all costs associated with Advanced Disposal's collection of single stream materials at each municipal site are to be paid by the respective municipality to Oconto County. Oconto County Board of Supervisors approved of the municipal contract at their Sept. 22nd, 2016 meeting.

Submitted this 22nd day of December, 2016

Oconto County Solid Waste Sub-Committee

M



Advanced Disposal

SALESPERSON # MP FEL X REL ROL

SERVICE AGREEMENT

CUSTOMER #: _____
New Account _____ Service Increase _____
Rate Increase _____ Rate Decrease _____

SITE #: _____
Service Decrease _____ Cancel _____
Other X Reason Code _____

CUSTOMER MASTER/BILLING INFORMATION

LEGAL NAME: Oconto County
ADDRESS LINE 1: 301 Washington St
ADDRESS LINE 2: _____
CITY: Oconto STATE: WI
ZIP CODE: 54153 PHONE: (920) - 604 - 3087
FAX: (920) - _____ - _____
EMAIL: _____
CONTACT NAME: Patrick Virtues

SITE MASTER MAINTENANCE/SERVICE LOCATION

NAME: Various sites listed in addendum
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
CITY: _____ STATE: _____
ZIP CODE: _____ PHONE: (920) - _____ - _____
FAX: (920) - _____ - _____
EFFECTIVE DATE OF AGREEMENT: 1/1/2017

	SERV #	SERV TYPE	QTY	CONT. SIZE	COMP. Y/N	ON CALL Y/N	FREQ	EXTRA PICK UP/HHAUL RATE	DISPOSAL CHARGE	MONTHLY CHARGES
NEW										
OLD										

OTHER CHARGES:
+ Fuel Fee, Environmental Fee and Administrative Fee as shown on invoice
\$ _____ Per Container per Delivery or Pickup

P.O. # _____

This Service Agreement ("Agreement") together with the Terms and Conditions set forth herein is a legally binding contract between Contractor and Customer, and the individuals executing this Agreement have all power and authority to do so.

Advanced Disposal Services Solid Waste Midwest, LLC
("Advanced")
By: [Signature]
Print Name: Mike Petersen

CUSTOMER: Oconto County
By: [Signature]
Print Name: [Signature]

TERMS AND CONDITIONS

SERVICES. Customer grants to Contractor the exclusive right to collect and dispose all of Customer's Waste Materials (as defined below). Contractor agrees to furnish such services and Equipment specified herein, in accordance with the terms and conditions of this Agreement. Changes in collection frequency and type of Equipment may be agreed to orally or in writing. SEE ADDENDUM FOR TERM CONDITIONS

~~TERM. THE TERM OF THIS AGREEMENT IS 3 YEARS COMMENCING ON THE EFFECTIVE DATE AND SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 3 YEAR TERMS (COLLECTIVELY THE "TERM") UNLESS EITHER PARTY PROVIDES NOTICE TO THE OTHER OF NON-RENEWAL AT LEAST 60 DAYS BUT NOT MORE THAN 120 DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM. TO BE EFFECTIVE SUCH TERMINATION NOTICE MUST BE DELIVERED IN WRITING VIA CERTIFIED MAIL NO LATER THAN~~

~~November 2, 2019 AND EVERY 3 YEAR(S) THEREAFTER FOR EACH RESPECTIVE RENEWAL TERM. NO ADDITIONAL CHARGES WILL APPLY SOLELY AS A CONSEQUENCE OF ANY RENEWAL. HOWEVER RATES, FEES AND OTHER CHARGES ARE SUBJECT TO INCREASE DURING THE TERM PURSUANT TO THE TERMS OF THIS AGREEMENT. If Customer terminates this Agreement other than as provided above, or if Contractor terminates due to Customer's breach (including nonpayment), Customer shall pay to Contractor liquidated damages in an amount equal to the average of the Customer's invoices for the prior 6 months multiplied by 6; or if Customer has not been serviced for 6 months, an amount equal to Customer's~~

(Additional Terms and Conditions Are Shown On The Following Page)

~~most recent monthly charge multiplied by 6. If Customer no longer requires service solely due to the discontinuance or relocation of its business outside of Contractor's service area, then Customer may terminate this Agreement by providing 60 days prior written notice (via certified mail) and paying Contractor all amounts due up to termination.~~

EQUIPMENT. All equipment furnished to Customer or used by Contractor ("Equipment") shall remain Contractor's exclusive property and shall be used only for the purposes intended by this Agreement. Customer shall not encumber, make alterations to, move or allow others to move the Equipment without Contractor's approval. Customer shall not overload the Equipment (by weight or volume) and if Contractor is assessed an overweight fine Customer shall reimburse Contractor for the costs of such fine. Customer shall pay an extra yardage and pickup fee for Waste Material not properly contained and any fees for contaminated recyclables. Customer shall maintain the Equipment and surrounding areas in a clean manner to enable Contractor to service the Equipment safely and efficiently. Customer shall secure the Equipment at all times to prevent unauthorized access and accepts sole responsibility for all losses and damage related to the Equipment, normal wear and tear excepted.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants that all materials to be collected by Contractor are nonhazardous solid waste and recyclables ("Waste Materials") and will not contain: (i) any hazardous, biohazardous, infectious, radioactive, flammable, explosive, biomedical, or toxic waste as defined by applicable laws or regulations, including, without limitation, any hazardous waste regulated under the Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 et seq. and associated regulations, 40 C.F.R. Part 261; and the Toxic Substance Control Act, 15 U.S.C. §§ 2601 et seq. and associated regulations, 40 C.F.R. Part 761 (including PCBs in any concentration); or (ii) other materials, that because of their chemical or physical state, pose a risk to human health or the environment ("Excluded Waste"). Customer shall remove Excluded Waste from the Equipment or other property, but if such materials are not removed by Customer immediately then Contractor may arrange for lawful disposal at the sole cost and expense of Customer. Title to and liability for Excluded Waste shall at all times remain with Customer. Customer shall be responsible for all costs associated with Excluded Waste, including, but not limited to, handling, loading, preparing, exhuming, transporting, storing, and disposing of Excluded Waste and any materials contaminated therewith. Title to Waste Materials (as defined above) including any value received in connection therewith, shall vest with Contractor upon collection. Customer shall at its expense provide any requested chemical characterization of waste to be collected and provide prior notice of any changes in the waste characteristics or generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or recycling.

INDEMNITY. Customer shall defend, hold harmless and indemnify Contractor, its officers, directors, members, affiliates, employees, and representatives from and against any and all damage to persons, property or both (including death) or other liabilities (including, but not limited to, reasonable investigation and legal expenses) resulting from the Customer's (or its employees, invitees or subcontractors) negligence or misconduct, violation of law, use of Equipment or breach of this Agreement.

ACCESS. Customer shall provide unobstructed access to the Waste Materials on the day of collection. If such access is not provided then Customer will be notified and Contractor may make additional collection attempts, subject to "extra pick-up" or additional charges. Contractor shall be excused from providing service if precluded from doing so due to reasons beyond its control. All enclosures must meet Contractor's enclosure standards. Customer represents and warrants that any right-of-way used by Contractor to access the Equipment is sufficient to bear the weight of the Equipment and Contractor's vehicles. Contractor shall not be responsible for any damage to any curb, driveway or subsurface or enclosure.

CHARGES & PAYMENT. Customer agrees to pay all invoice charges within ⁴⁵ days of the invoice date or the minimum period required by law if greater. If payment is not made when due, Customer agrees that Contractor may charge a late fee for which Customer is responsible in any amount up to the maximum amount allowed by applicable law. Contractor may suspend service or remove its Equipment if payment is late or for any other breach by Customer without prejudice to any of Contractor's other rights, and such suspension or removal shall not constitute termination of this Agreement unless Contractor so elects. Customer agrees that Contractor may charge, and Customer shall pay any suspension and reinstatement related fees, container exchange fees, relocation fees, fees for payments rejected due to non-sufficient funds, and any environmental, fuel, administrative and other fees included on Customer's invoice whether implemented at or subsequent to the inception of this Agreement. Contractor may, in its sole discretion, increase rates and fees to Customer for: (i) any new or change in law, regulation, permit or approval, including any fees, taxes, franchise fees, tolls, host charges or similar charges related to Contractor's business; (ii) any increase in disposal or transportation costs; (iii) any increase in the Consumer Price Index or any successor index; (iv) weights of Waste Material being higher than those estimated; or (v) any change in the Company's fee or rate programs. In addition, Contractor may increase or impose additional rates and fees for reasons other than those set forth above upon prior written notice (which notice may be contained in an invoice) and consent by Customer which may be evidenced verbally, in writing, or by the actions and practices of the parties including payment. Customer shall have conclusively agreed to any Change in Terms or any invoiced amounts upon the earlier of: (i) payment of the invoice; or (ii) failure of Customer to deliver a written objection within 30 days after the notice date. Customer acknowledges and agrees that any rate or fee assessed or increased is not represented to be an offset or pass through of Contractor's costs, and that such rates or fees assessed or increased may actually reflect an amount for gross profit or margin.

DISPUTES, ARBITRATION, JURY TRIAL & CLASS ACTION WAIVER. Except for claims by Contractor for collection of its fees or indemnity or claims by Customer against Contractor for damage to real property or improvements thereon, the parties knowingly, voluntarily and irrevocably agree that at the election of either party any controversy arising between them (WHETHER RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by **BINDING ARBITRATION** under the rules of the American Arbitration Association governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction. Customer acknowledges the service Contractor provides to it impacts interstate commerce and agrees that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provides adequate consideration therefor. **THE PARTIES EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE AND FURTHER WAIVE THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION, ANY ACTION ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE PARTIES AGREE THAT NO ACTION MAY BE MAINTAINED AS A CLASS ACTION OR PURSUED ON A CONSOLIDATED BASIS IN ARBITRATION OR OTHERWISE.** Any action (including arbitration) by Customer against Contractor whether related to this Agreement or any prior Agreement, must be brought within 1 year of the date of any alleged wrongful act. Any proceedings shall be conducted in the location where services are rendered by Contractor to the Customer and governed by the laws of that state. Customer shall notify Contractor in writing of any alleged breach by Contractor of this Agreement and allow Contractor at least 10 days to cure the same. If any proceeding is brought by Contractor in connection with this Agreement Contractor shall be entitled to recover its legal fees and costs leading up to and incurred in that action in addition to any other relief to which it may be entitled. Contractor shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Contractor by Customer, regardless of the recovery sought. This paragraph and Customer's representations, warranties and indemnification shall survive termination of the Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Contractor and Customer agree that Contractor may change the preprinted terms and conditions of this Agreement in the future.

MISCELLANEOUS. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL ARE EXPRESSLY DISCLAIMED. If a conflict exists in this Agreement between terms which are preprinted and those which are handwritten, the handwritten language shall govern. This Agreement is binding on the parties and their successors and assigns, provided that Customer may not assign this Agreement without the prior written consent of Contractor. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions. This Agreement may be executed in counterparts and by electronic transmission.

EQUAL EMPLOYMENT. Exec. Order 12466, as amended, Sec. 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, Sec. 503 of the Rehabilitation Act of 1973, as amended, and Sec. 61-250.10 and 61-300 (Vets-100A Reporting), Exec. Order 13496 and Public Law 95-507 contain required contract clauses relative to equal employment opportunity and are incorporated herein by specific reference. The parties agree to comply with the provisions of 29CFR part 471 and by the requirements of 41CFR60-741.5(a) as applicable.

3.6

Customer Name: Oconto County

Customer Initials: 



Addendum

Commercial Front Load Single Stream Monthly Rates

Township	2015 Annual Tonnage	8YD Container Ct.	1st Year Monthly Total
ABRAMS	73	5	\$251
BAGLEY	14	1	\$79
DOTY	55	4	\$208
LENA VILLAGE/TOWN	59	4	\$208
LITTLE SUAMICO	119	8	\$380
MAPLE VALLEY	35	3	\$165
MORGAN	41	3	\$165
MOUNTAIN	66	4	\$208
OCONTO TOWN	68	5	\$251
RIVERVIEW	110	7	\$337
STILES	85	6	\$294
SURING & HOW	52	4	\$208
Total	777	54	\$2,752

- Rates listed above will be subject to an annual increase of 3% for year 2 and year 3.
- Additional or fewer containers than listed on the schedule above will be charged \$41.67 per month or \$500 annually.
- Additional communities added to the program will require an addendum to the agreement.

Compacted Single Stream

Township	2015 Annual Tonnage
OCONTO FALLS CITY/TOWN (Curbside & Roll Offs)	309

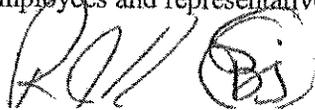
- Compacted single stream roll-off will be charged \$325/month for an equipment use fee, and \$275 per haul. The compactor box will be picked up when Advanced Disposal is contacted.
- Contaminated loads will be billed at \$58/ton, which are MSW rates.
- The roll-off rate of \$275/haul is also subject to an annual increase of 3% in year 2 and year 3.

ADDENDUM TO AGREEMENT
BETWEEN
ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC
AND
OCONTO COUNTY, WISCONSIN

This Addendum dated as of NOVEMBER 23, 2016 ("Addendum") sets forth certain terms and condition that are in addition to those set forth in the Services Agreement having an effective date of January 1, 2017 bearing customer Oconto County, with respect to waste and recycling services provided by Advanced Disposal Services Solid Waste Midwest, LLC ("Contractor") to Oconto County ("Customer") (the "Agreement"). In the event of a conflict between the Agreement and this Addendum, the terms set forth herein shall control.

In consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **SERVICES.** Customer grants to Contractor the exclusive right to collect and dispose all of Customer's Waste Materials (as defined below). Contractor agrees to furnish such services and Equipment specified herein, in accordance with the terms and conditions of this Agreement. Changes in collection frequency and type of Equipment may be agreed to orally or in writing.
2. **TERM.** The term of this agreement is 3 years commencing on the effective date of January 1, 2017 and terminating on December 31, 2019. The parties may renegotiate the terms on this Agreement not later during the 10th month of the last year of the current Agreement, including continuation of this Agreement on a month to month basis following the end to the initial term. If the parties fail to renegotiate, this Agreement shall terminate as set forth above. If either party terminates this Agreement without cause, the non-terminating party shall be entitled to all remedies provided by law.
3. **EQUIPMENT.** All equipment furnished to Customer or used by Contractor ("Equipment") shall remain Contractor's exclusive property and shall be used only for the purposes intended by this Agreement. Customer shall not encumber, make alterations to, move or allow others to move the Equipment without Contractor's approval. Customer shall not overload the Equipment (by weight or volume) and if Contractor is assessed an overweight fine Customer shall reimburse Contractor for the costs of such fine. Customer shall pay an extra yardage and pickup fee for Waste Material not properly contained and any fees for contaminated recyclables. Customer shall maintain the Equipment and surrounding areas in a clean manner to enable Contractor to service the Equipment safely and efficiently. Customer shall secure the Equipment at all times to prevent unauthorized access and accepts sole responsibility for all losses and damage related to the Equipment, normal wear and tear excepted.
4. **NON-HAZARDOUS WASTE ONLY.** Customer represents and warrants that all materials to be collected by Contractor are nonhazardous solid waste and recyclables ("Waste Materials") and will not contain: (i) any hazardous, biohazardous, infectious, radioactive, flammable, explosive, biomedical, or toxic waste as defined by applicable laws or regulations, including, without limitation, any hazardous waste regulated under the Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, and associated regulations, 40 C.F.R. Part 261; and the Toxic Substance Control Act, 15 U.S.C. §§ 2601 *et seq.*, and associated regulations, 40 C.F.R. Part 761 (including PCBs in any concentration); or (ii) other materials, that because of their chemical or physical state, pose a risk to human health or the environment ("Excluded Waste"). Customer shall remove Excluded Waste from the Equipment or other property, but if such materials are not removed by Customer immediately then Contractor may arrange for lawful disposal at the sole cost and expense of Customer. Title to and liability for Excluded Waste shall at all times remain with Customer. Customer shall be responsible for all costs associated with Excluded Waste, including, but not limited to, handling, loading, preparing, exhuming, transporting, storing, and disposing of Excluded Waste and any materials contaminated therewith. Title to Waste Materials (as defined above) including any value received in connection therewith, shall vest with Contractor upon collection. Customer shall at its expense provide any requested chemical characterization of waste to be collected and provide prior notice of any changes in the waste characteristics or generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or recycling.
5. **INDEMNITY.** Customer shall defend, hold harmless and indemnify Contractor, its officers, directors, members, affiliates, employees, and representatives from and against any and all damage to persons, property or both (including death) or other liabilities (including, but not limited to, reasonable investigation and legal expenses) resulting from the Customer's (or its employees, invitees or subcontractors) negligence or misconduct, violation of law, use of Equipment or breach of this Agreement. Contractor shall defend, hold harmless and indemnify Customer, its officers, directors, members, affiliates, employees and representatives from and against any and all damage to persons, property or



both (including death) or other liabilities (including, but not limited to, reasonable investigation and legal expenses) to the extent the same are caused by Contractor's (or its employees, invitees or subcontractors') negligence or misconduct or violation of law in its performance of this Agreement.

6. **ACCESS.** Customer shall provide unobstructed access to the Waste Materials on the day of collection. If such access is not provided then Customer will be notified and Contractor may make additional collection attempts, subject to "extra pick-up" or additional charges. Contractor shall be excused from providing service if precluded from doing so due to reasons beyond its control. All enclosures must meet Contractor's enclosure standards. Customer represents and warrants that any right-of-way used by Contractor to access the Equipment is sufficient to bear the weight of the Equipment and Contractor's vehicles. Contractor shall not be responsible for any damage to any curb, driveway or subsurface or enclosure.

7. **CHARGES & PAYMENT.** Customer agrees to pay all invoice charges within 45 days of the invoice date or the minimum period required by law if greater. If payment is not made when due, Customer agrees that Contractor may charge a late fee for which Customer is responsible in any amount up to the maximum amount allowed by applicable law. Contractor may suspend service or remove its Equipment if payment is late or for any other breach by Customer without prejudice to any of Contractor's other rights, and such suspension or removal shall not constitute termination of this Agreement unless Contractor so elects. Customer agrees that Contractor may charge, and Customer shall pay any suspension and reinstatement related fees, container exchange fees, relocation fees, fees for payments rejected due to non-sufficient funds, and any environmental, fuel, administrative and other fees included on Customer's invoice whether implemented at or subsequent to the inception of this Agreement.

8. **INCREASED CHARGES.** Contractor will increase rates 3% every 12 months, with the first increase on January 1, 2018.

9. **DISPUTE RESOLUTION. CLASS ACTION / JURY TRIAL WAIVER.** Any and all disputes, claims, demands and litigation arising out of and/or relating to the Agreement or Addendum or the services thereunder shall be venued in and only in the State Circuit Court located in Shawano County, Wisconsin. No other venue shall be allowed. THE PARTIES EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND FURTHER WAIVE THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION, ANY ACTION ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE PARTIES AGREE THAT NO ACTION MAY BE MAINTAINED AS A CLASS ACTION OR PURSUED ON A CONSOLIDATED BASIS. Any action (including arbitration) by Customer against Contractor whether related to this Agreement or any prior Agreement, must be brought within one year from the date of any alleged wrongful act. Customer shall notify Contractor in writing of any alleged breach by Contractor of this Agreement and allow Contractor at least ten days to cure the same. Contractor shall not be liable for any indirect, incidental or consequential damages. This paragraph and Customer's representations, warranties and indemnification shall survive termination of the Agreement.

10. **MISCELLANEOUS.** CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL ARE EXPRESSLY DISCLAIMED. If a conflict exists in this Agreement between terms which are preprinted and those which are handwritten, the handwritten language shall govern. This Agreement is binding on the parties and their successors and assigns, provided that Customer may not assign this Agreement without the prior written consent of Contractor. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions. This Agreement may be executed in counterparts and by electronic transmission.

11. **EQUAL EMPLOYMENT.** Exec. Order 11246, as amended, Sec. 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, Sec. 503 of the Rehabilitation Act of 1973, as amended, and Sec. 61-250.10 and 61-300 (Vets-100A Reporting), Exec. Order 13496 and Public Law 95-507 contain required contract clauses relative to equal employment opportunity and are incorporated herein by specific reference. The parties agree to comply with the provisions of 29CFR part 471 and by the requirements of 41CFR 60-741.5(a) as applicable.

All other terms and conditions set forth in the Services Agreement, except as herein modified or superseded, shall remain in full force and effect. This Addendum may be executed in several counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

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

OCONTO COUNTY:

ADVANCED DISPOSAL SERVICES SOLID WASTE
MIDWEST, LLC



By: *Ronald Thompson*
Name: *Ronald Thompson*
Title: Solid Waste Committee Chairman

By: *Brian Hopkins*
Name: *Brian Hopkins*
Title: General Mgr.

By: *Leah T. Rye*
Name: *Leah T. Rye*
Title: County Board Chairman

By: *Brian Hopkins*
Name: *Brian Hopkins*
Title: General Mgr.