

**WINNEBAGO COUNTY BOARD OF SUPERVISORS**  
**TUESDAY, SEPTEMBER 19, 2023 @ 6:00 PM**  
**FOURTH FLOOR – WINNEBAGO COUNTY COURTHOUSE**  
**415 JACKSON STREET, OSHKOSH, WISCONSIN**  
Via ZOOM

**To join this meeting via Zoom, use this link:**

<https://us02web.zoom.us/j/88320449054?pwd=SS9BSUpvSUIlUURWVXZJN2xhWkYwQT09>

Passcode: W1NNE

**To join this meeting by telephone, dial (312) 626-6799. Enter the Meeting ID: 883 2044 9054**

Passcode: 801591

A Regular Business Meeting of the Winnebago County Board of Supervisors will be held on Tuesday, September 19, 2023, at 6:00 p.m. in the Winnebago County Board Room, Fourth Floor, Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin.

At this meeting, the following will be presented to the Board for its consideration:

- A. Call to Order**
- B. Roll Call**
- C. Pledge of Allegiance**
- D. Invocation – Supervisor Karen Powers**
- E. Adopt Agenda**
- F. Public Comments**

**Time will be allowed for persons present to express their opinion on any resolution or ordinance that appears on the agenda, as well as, any matter over which this body has jurisdiction.**

*Pursuant to Rules 6.4, 8.1 and 10.1 of the 2022-2024 Rules of the Winnebago County Board of Supervisors, the County Board Chairman shall limit all public comments to two (2) minutes.*

- G. Communications, Petitions, Memorials, Accounts, Commendations, Etc.**
  - 1. Resolution from Other County:
    - Polk County – Resolution No. 27-23 – "Resolution Supporting a Restitution Court Program for Polk County"
  - 2. Petition for Zoning Amendment:
    - 001 – Ellen St. Pierre, Town of Neenah, rezone from A-2 (General Agriculture District) to R-1 (Rural Residential District) for tax parcel no. 010-0315-02
  - 3. Commendations for Peggy Heise and Diane Mulder
- H. Reports from Committees, Commissions and Boards**
- I. County Executive's Report**
- J. County Executives Appointments**
  - Fox Valley Workforce Development Board – Dale Walker - Director of Business & Industry Services, Fox Valley Technical College; and Josh Kilgas, - Vice President of Resource Development, United Way Fox Cities. Both terms will expire in 2026.
- K. County Board Chairman's Report**

## L. CONSENT CALENDAR

Consent Calendar Items are those items of a Routine Administrative Nature that are Voted on by the Winnebago County Board of Supervisors in a Single Roll Call Vote. Staff Recommends Approval of all Items. Any Winnebago County Board of Supervisor may Request that an Item be Removed from the Consent Calendar for Discussion. Questions relating to items on the Consent Calendar do not require the item be removed from the Consent Calendar if a satisfactory answer is provided.

1. Approval of Proceedings from the August 15, 2023, Adjourned Session of the Winnebago County Board of Supervisors.
2. County Executive Appointments: Fox Valley Workforce Development Board - Dale Walker and Josh Kilgas

### **RESOLUTIONS & ORDINANCES**

3. Resolution No. 261-092023: Commendation for Peggy Heise  
Submitted by: PERSONNEL & FINANCE COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**
4. Resolution No. 262-092023: Commendation for Diane Mulder  
Submitted by: PERSONNEL & FINANCE COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**
5. Resolution No. 263-092023: Authorizing the Winnebago County Parks Department to Enter into a Memorandum of Understanding with NorthEast Wisconsin Trails for the Purpose of Maintaining and Operating the Waukau Dam Mountain Bike Trails System  
Submitted by: PARKS & RECREATION COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**
6. Resolution No. 264-092023: Request Authority to Apply for and Accept a Department of Agriculture, Trade and Consumer Protection (DATCP) Producer-Led Watershed Protection Grant  
Submitted by: LAND CONSERVATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**
7. Resolution No. 265-092023: Approve Ground Lease between ODL Investments, LLC and Winnebago County for Aircraft Storage  
Submitted by: AVIATION COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**

## M. RESOLUTIONS & ORDINANCES

1. Resolution No. 174-012023: Authorizing a Capital Improvements Project to Provide Automated Pay Stations for Boat Landings, to Be Funded by a Transfer of \$120,000 from the Spirit Fund  
Submitted by: ARPA STRATEGY & OUTCOMES COMMISSION  
Vote Required: **TWO-THIRDS OF MEMBERSHIP**
2. Resolution No. 229-052023: Amend Section 0.0 (Role of the County Board Supervisor) of the Rules of the Winnebago County Board of Supervisors to Add Section 0.4 Addressing the Use of Winnebago County Owned Electronic Devices by Winnebago County Board Supervisors and Outlining Consequences for Misuse of Such Electronic Devices  
Submitted by: KAY HORAN, Supervisor District 5  
INFORMATION TECHNOLOGY COMMITTEE  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
Vote Required: **TWO-THIRDS OF MEMBERSHIP**
3. Resolution No. 266-092023: Resolution Authorizing the Borrowing of Not to Exceed \$9,900,000; and Authorizing the Issuance and Sale of General Obligation Promissory Notes Therefor  
Submitted by: PERSONNEL & FINANCE COMMITTEE  
Vote Required: **THREE-QUARTERS OF MEMBERSHIP**
4. Resolution No. 267-092023: Approve the Land & Water Conservation Department Spirit Fund Program Policy Plan  
Submitted by: LAND CONSERVATION COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**

5. Ordinance No. 268-092023: Amend Winnebago County General Code Section 1.12 to Adopt a Compensation Package to Pay Winnebago County Board Supervisors a Monthly Salary  
Submitted by: JUDICIARY & PUBLIC SAFETY COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**
  
6. Resolution No. 269-092023: Amend Section 8.0 "Written Agenda" of the Rules of the Winnebago County Board of Supervisors by Amending Rule 8.5  
Submitted by: CONLEY HANSON, Supervisor District 26  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
Vote Required: **TWO-THIRDS OF MEMBERS PRESENT**

**N. ADJOURN**

Respectfully Submitted,  
Julie A. Barthels  
Winnebago County Clerk  
(920) 232-3431

**Upon request, provisions will be made for people with disabilities.**

**(Times provided are estimates. Any item on the agenda may be taken up by the Board after 6:00 P.M.)**

**PROCEEDINGS OF THE  
WINNEBAGO COUNTY BOARD OF  
SUPERVISORS**

**Adjourned Session  
August 15, 2023**

**Winnebago County Courthouse  
415 Jackson Street  
Oshkosh, Wisconsin**

**Printed by authority of the Winnebago County Board  
Thomas Egan, Chairman                      Julie A. Barthels, Clerk**

**ADJOURNED SESSION  
WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING  
TUESDAY, AUGUST 15, 2023**

**A. CALL TO ORDER**

Chairman Thomas Egan called the meeting of the Winnebago County Board of Supervisors to order at 6:00 P.M. from the Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin and virtually by ZOOM.

**B. ROLL CALL**

The following Supervisors were present: 35 – Dowling, Nichols, Borchart, Eisen (via ZOOM), Horan, Defferding, Ellenberger, Wise, Nussbaum, Stafford, Albrecht, Gabert, Binder, Swan, Robinson, Floam, Gordon, Ponzer, Belville, Ernst, Hinz, Zellmer, Schellenger, Powers, Hanson, Cox, Gustafson, Youngquist, Farrey, Harrison, Zastera, Egan, Beem, Nelson and Miller; Excused: 1 – Buck.

**C. PLEDGE OF ALLEGIANCE**

The meeting was opened with the Pledge of Allegiance.

**D. INVOCATION**

Invocation by Supervisor Karen Powers

**E. ADOPT AGENDA**

Motion by Supervisor Albrecht, seconded by Supervisor Dowling, to adopt the agenda for tonight's meeting. CARRIED BY VOICE VOTE.

**F. PUBLIC COMMENTS**

Bob Schmeichel, Town of Neenah Chairman spoke in opposition of consent calendar agenda items:

- Zoning Report No. 003 – Hot Head Properties; Town of Neenah
- Amendatory Ordinance No. 08/003/23 – Rezoning from B-3 (Regional Business) to I-1 (Light Industrial) for parcel no. 010-0203-03.

Mr. Schmeichel stated the Town of Neenah is not challenging the zoning but would ask the Board to please consider a deed restriction regarding this property.

Cheryl Brehmer voiced her concerns and spoke in opposition of Resolution No. 257-082023: "Authorize Acceptance of an \$80,083 Grant from the Wisconsin Department of Health Services for Public Health Harm Reduction Vending Machines Distributing Narcan and Fentanyl Test Strips".

Joel Rasmussen, Town of Algoma Chairman and a resident of the Town of Algoma spoke in support of the Resolution No. 258-082023: "Amending Resolution # 203-032023 Distributing Funds in the Amount of \$145,000 for Each Municipality or Town Primarily Located Within Winnebago County".

**G. COMMUNICATIONS. PETITIONS. MEMORIALS. ACCOUNTS. COMMENDATIONS. ETC.**

Julie Barthels, Winnebago County Clerk, presented the following communications:

1. Commendations for Edina Dobric and Gayle Gilchrist

**H. REPORTS FROM COMMITTEES, COMMISSIONS & BOARDS**

Supervisor Powers stated she worked with Supervisor Hanson at the Winnebago County Fair. Supervisor Hanson was concerned about the lack of spiritual books at the Winnebago County Jail. Supervisor Powers received approval from the Sheriff that he would accept donations. She has received bibles from several organizations and churches that will be donated to the Winnebago County Jail.

Supervisor Binder gave a brief synopsis from the NACo conference that was held in Texas in July 2023. He attended a mental health/suicide prevention seminar that was very beneficial. There was information provided that included options, guidance and programs that could help individuals in need. It consisted of samples on how to recognize mental health and/or suicide issues.

Supervisor Robinson provided information on several different programs taking place within the county such as the Aging & Disability Resource Committee (ADRC), Oshkosh Area Community Foundation, Fox Valley Purple Project, Fox Valley Memorial Project, and a Specialized Transportation Program. These programs are powerful tools for people and/or caregivers who work with individuals that have specific needs or patients with diseases such as dementia.

Supervisor Floam provided an update on the Safe Streets Initiative that met on July 21, 2023. He also thanked the Winnebago County Fair Association for allowing County Board Supervisors to judge the barns and all the work the fair board does.

Supervisor Defferding attended the NACo Justice and Public Safety meeting on July 21, 2023. The resolutions that he had previously submitted have all passed now. One of the presentations he attended regarded information on how to utilize your criminal justice coordinating council. The next meeting is scheduled for October 27, 2023.

Supervisor Defferding also attended a Mental Health Summit luncheon that included fireside chats. He intends to utilize that information and knowledge going forward for Winnebago County.

Supervisor Horan informed the Board they should have received an email from the UW-Extension Office. It contained a newsletter that included how to check your credit report, highlights from 4-H, a virtual Grant Writing Workshop, Back Yard Gardener and other news from the Extension Office.

#### **I. COUNTY EXECUTIVE'S REPORT**

Executive Assistant Ethan Hollenberger read the County Executive's report that was provided to him by the County Executive that reported on the following topics:

- There are two new employees in the County Executive Office.
  1. Adam BellCorelli. This is a shared position with administration.
  2. Casey Bryant will be replacing Hailey Fox, who is currently the County Executive's second year intern.
- The Pyrotechnics Guild International (PGI) convention is occurring at the Sunnyview Expo Center. The County Executive Office received some complaints, compliments and one threatening voicemail. Special events and conventions like PGI attract visitors to come and enjoy all that Winnebago County has to offer. The community hosts special events each year and work hard to ensure that these events have an overall positive effect on the community.
- He commended the Sunnyview staff and the Winnebago County Fair Association for the quick work on turning from the fair to PGI. The fair was another success.
- The second county employee family night is Tuesday, August 22, 2023, at 5:00 pm at the Sunnyview Expo Center.

#### **J. COUNTY BOARD CHAIRMAN'S REPORT**

Chairman Egan reported that Supervisor Buck is excused from tonight's meeting and Supervisor Eisen will be attending via Zoom.

Chairman Egan reminded everyone that after Resolution No. 259-082023, they will convene into Closed Session. If there is anyone here at that time and are not involved with that, they will be asked to leave.

Chairman Egan mentioned that the Task Force for Per Diems, the Task Force for Committee Structure and possibly the Citizen Review Work Group regarding the Spirit Fund Programs will be presenting at the September 5, 2023, Special Orders Session.

#### **K. CONSENT CALENDAR**

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1. APPROVAL OF PROCEEDINGS: Approval of Proceedings from the July 18, 2023, Adjourned Session of the Winnebago County Board of Supervisors.

#### **ZONING REPORTS & ORDINANCES**

2. Report No. 001 – Stephen Kratz; Town of Algoma
3. Amendatory Ordinance No. 08/001/23 – Rezoning from A-2 (General Agriculture) to R-2 (Suburban Low Density Residential) for tax parcel nos. 002-0161 & 002-0161-01 (Effective Date: August 28, 2023)
4. Report No. 002 – Lindsay Bahn, ETAL; Town of Utica
5. Amendatory Ordinance No. 08/002/23 – Rezoning from A-2/R-2 (General Agriculture/ Suburban Low Density to A-2/R-2 (General Agriculture / Suburban Low Density Residential (An R-2 area is being rezoned to A-2 and an A-2 area is being rezoned to R-2) for tax parcel nos. 024-0181-02(p) and 024-0181-01(p) (Effective Date: August 28, 2023)
8. Report No. 004 – Steven Cottrell; Town of Vinland
9. Amendatory Ordinance No. 08/004/23 – Rezoning from R-1 (Rural Residential) to A-2 (General Agriculture) for tax parcel no. 026-0496-02 (Effective Date: August 28, 2023)

**RESOLUTIONS & ORDINANCES**

**10. RESOLUTION NO. 250-082023: Commendation for Edina Dobric**

WHEREAS, Edina Dobric has been employed with Park View Health Center for the past twenty years, and during that time, has been a most conscientious and devoted County employee; and

WHEREAS, Edina Dobric has now completed those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge her years of service.

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors, that sincere appreciation and commendation is extended to Edina Dobric for the fine services she has rendered to Winnebago County.

BE IT FURTHER RESOLVED, that the County Clerk send a copy of this Resolution to Edina Dobric.

Submitted by: PERSONNEL & FINANCE COMMITTEE

**11. RESOLUTION NO. 251-082023: Commendation for Gayle Gilchrist**

WHEREAS, Gayle Gilchrist has been employed with Park View Health Center for the past thirty-three years, and during that time, has been a most conscientious and devoted County employee; and

WHEREAS, Gayle Gilchrist has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge her years of service.

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors, that sincere appreciation and commendation is extended to Gayle Gilchrist for the fine services she has rendered to Winnebago County.

BE IT FURTHER RESOLVED, that the County Clerk send a copy of this Resolution to Gayle Gilchrist.

Submitted by: PERSONNEL & FINANCE COMMITTEE

**12. RESOLUTION NO. 252-082023: Approve a Budget Transfer in the Amount of \$60,462 for the Purchase of a Wheelchair Transportation Van**

WHEREAS, a former Park View Health Center resident bequeathed \$60,462 to Park View Health Center for general use; and

WHEREAS, Park View Health Center is in need of a wheelchair transportation van; and

WHEREAS, Park View Health Center desires to use the \$60,462 bequeathed amount towards the purchase of wheelchair transportation van.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby accepts the bequeathed amount and approves a budget transfer in the amount of \$60,462 to the Park View Health Center capital equipment account for the purchase of a wheelchair transportation van.

Submitted by: PARK VIEW HEALTH CENTER COMMITTEE

PERSONNEL & FINANCE COMMITTEE

**14. RESOLUTION NO. 254-082023: Authorize the Winnebago County Emergency Management Department to Accept the Donation of a Mobile Morgue Unit from Fox Valley Healthcare Emergency Readiness Coalition**

WHEREAS, Winnebago County and the Region have a limited capacity to store decedents of a mass casualty incident; and

WHEREAS, the acceptance of this donation will increase capacity in the event of a mass casualty incident; and

WHEREAS, mass casualty incidents are increasing in frequency and severity; and

WHEREAS, there will be no financial impacts to Winnebago County in accepting this unit.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Emergency Management Department to accept the donation of a mobile morgue unit from Fox Valley Healthcare Emergency Readiness Coalition.

Submitted by: JUDICIARY & PUBLIC SAFETY COMMITTEE

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Dowling and seconded by Supervisor Horan, to adopt the consent calendar excluding: Supervisor Farrey requested that these items be pulled from the Consent Calendar.

6. Report No. 003 – Hot Head Properties; Town of Neenah.

7. Amendatory Ordinance No. 08/003/23 – Rezoning from B-3 (Regional Business) to I-1 (Light Industrial) for parcel no. 010-0203-03.

**CONSENT CALENDAR (cont.)**

Supervisor Nelson requested that this item be pulled from the Consent Calendar.

13. Resolution No. 253-082023: Authorize the Three-Year Renewal of the Konexus /Alertsense Alerting Software Contract

Supervisor Nichols requested that this item be pulled from the Consent Calendar.

15. Resolution No. 255-082023: Authorize \$917,217 to be Added to the Pioneer Road County Highway T Capital Project with Funds Transferred from Three Facilities and Property Management Capital Projects (Courthouse Masonry, Neenah Human Services Building, and Highway Masonry) Together with a \$125,000 Budget Transfer from the General Fund into Capital Improvement Projects for Highway Construction.

Vote on Consent Calendar: CARRIED BY VOICE VOTE.

**6. Report No. 003 – Hot Head Properties; Town of Neenah**

This item was pulled from the Consent Calendar by Supervisor Farrey.

Motion by Supervisor Hinz, seconded by Supervisor Swan, to adopt.

Motion by Supervisor Ellenberger, seconded by Supervisor Beem, to call the question. CARRIED BY VOICE VOTE.

Vote on Report No. 003 – Hot Head Properties; Town of Neenah: AYES: 30; NAYES: 4 – Albrecht, Gordon, Ernst, and Farrey; ABSENT: 1 – Buck. ZOOM: 1 – Eisen. PASSED.

**7. Amendatory Ordinance No. 08/003/23 – Rezoning from B-3 (Regional Business) to I-1 (Light Industrial) for parcel no. 010-0203-03 (Effective Date: August 28, 2023)**

This item was pulled from the Consent Calendar by Supervisor Farrey.

Motion by Supervisor Hinz, seconded by Supervisor Beem, to adopt. CARRIED BY VOICE VOTE.

**13. RESOLUTION NO. 253-082023: Authorize the Three-Year Renewal of the Konexus / Alertsense Alerting Software Contract**

WHEREAS, the Winnebago County Emergency Management Department and the Winnebago County Sheriff's Office wish to renew its contract with Konexus / Alertsense for a three-year period; and

WHEREAS, Konexus / Alertsense is the core system for emergency alerting and for internal team call-outs in Winnebago County; and

WHEREAS, Konexus / Alertsense serves as the platform for our usage of FEMA's Integrated Public Alert Warning System (IPAWS) program; and

WHEREAS, the Winnebago County Emergency Management Department and the Winnebago County Sheriff's Office have reviewed the contract and recommend its approval.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the three-year service contract with Konexus / Alertsense.

Submitted by: JUDICIARY & PUBLIC SAFETY COMMITTEE

This item was pulled from the Consent Calendar by Supervisor Nelson.

Motion by Supervisor Stafford, seconded by Supervisor Floam, to adopt. CARRIED BY VOICE VOTE.

**15. RESOLUTION NO. 255-082023: Authorize \$917,217 to be Added to the Pioneer Road County Highway T Capital Project with Funds Transferred from Three Facilities and Property Management Capital Projects (Courthouse Masonry, Neenah Human Services Building, and Highway Masonry) Together with a \$125,000 Budget Transfer from the General Fund into Capital Improvement Projects for Highway Construction**

WHEREAS, the Pioneer Road County Highway T Capital Project converts Pioneer Rd to County Highway T; and

WHEREAS, the land purchase and original design work for the Pioneer Road County Highway T Capital Project was approved by the Winnebago County Board in January 2021. The Board allotted \$100,000 for the work; and

WHEREAS, \$1,000,000 in construction costs associated with the Pioneer Road County Highway T Capital Project was approved by the Winnebago County Board in May 2022; and

WHEREAS, a budget transfer of \$48,880.67 from two Highway projects to the Pioneer Road County Highway T Project was completed in December 2022; and

WHEREAS, as of May 2023 the amount spent on the Pioneer Road County Highway T Capital Project totals \$1,890,878.36 with an original total budgeted amount of \$1,148,880.67, resulting in the project being over budget by \$741,997.69; and

WHEREAS, there is one Facilities and Property Management capital project under spent (Courthouse Masonry - \$406,617.00) and two Facilities and Properties Management capital projects that are not moving forward (Neenah Human Services Building - \$276,000 and Highway Masonry - \$109,600); and

WHEREAS, the three aforementioned Facilities and Property Management capital projects total \$792,217;

and

WHEREAS, transferring the funds available from the Facilities and Property Management capital projects to the overspent Pioneer Road County Highway T Capital Project together with a \$125,000 budget transfer from the General Fund will provide coverage for cost overruns.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes an additional \$917,217 to be added to the Pioneer Road County Highway T Capital Project with funds transferred from three Facilities and Property Management Capital Projects together with a \$125,000 budget transfer from the General Fund into Capital Improvement Projects for Highway Construction.

Submitted by: HIGHWAY COMMITTEE  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

This item was pulled from the Consent Calendar by Supervisor Nichols.

Motion by Supervisor Albrecht, seconded by Supervisor Floam, to adopt. CARRIED BY VOICE VOTE.

## L. RESOLUTIONS & ORDINANCES

### 1. RESOLUTION NO. 256-082023: Authorize Acceptance of a \$421,600 Grant from the Wisconsin Department of Health Services for Lead Abatement in Homes in Winnebago County

WHEREAS, the Winnebago County Public Health Department runs a lead abatement/hazard reduction program;  
and

WHEREAS, lead poisoning remains a preventable threat to children due to lead in Winnebago County homes. The Winnebago County Public Health Department has and continues to identify lead poisoned children and homes with lead hazards; and

WHEREAS, Wisconsin Department of Health Services (hereinafter "DHS") has offered a funding opportunity to cover the costs of lead abatement in eligible homes; and

WHEREAS, DHS has approved the Winnebago County Public Health Department request for additional funding.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes approval to accept \$421,600 from Wisconsin Department of Health Services to abate lead in more Winnebago County homes.

Submitted by: BOARD OF HEALTH  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Youngquist, seconded by Supervisor Gordon, to adopt. CARRIED BY VOICE VOTE.

### 2. RESOLUTION NO. 257-082023: Authorize Acceptance of an \$80,083 Grant from the Wisconsin Department of Health Services for Public Health Harm Reduction Vending Machines Distributing Narcan and Fentanyl Test Strips

WHEREAS, the Winnebago County Public Health Department runs a substance use harm reduction program;  
and

WHEREAS, increasing the availability of Narcan and Fentanyl Test Strips will help reduce opioid overdose deaths;  
and

WHEREAS, the Wisconsin Department of Health Services (hereinafter "DHS") offered a statewide funding opportunity statewide for public health vending machines; and

WHEREAS, DHS has approved the Winnebago County Public Health Department's application for the installation of two vending machines on county owned property in Oshkosh and Neenah to distribute Narcan and fentanyl test strips.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes approval to accept \$80,083 from the Wisconsin Department of Health Services to implement the Public Health Harm Reduction Vending Machine grant distributing Narcan and fentanyl test strips.

Submitted by: BOARD OF HEALTH  
PERSONNEL & FINANCE COMMITTEE

This resolution was pulled by Supervisor Youngquist.

### 3. RESOLUTION NO. 258-082023: Amending Resolution #203-032023 Distributing Funds in the Amount of \$145,000 for Each Municipality or Town Primarily Located Within Winnebago County

WHEREAS, on March 21, 2023 the Winnebago County Board of Supervisors passed Resolution 203-032023 allocating \$145,000 per each Winnebago County municipality; and

WHEREAS, the conditions precedent to receipt of the money hampers the distribution of said money.

WHEREAS, the County Board desires that the distribution of the funds be made as soon as possible.

NOW, THEREFORE, BE IT RESOLVED that the Winnebago County Board of Supervisors hereby amends those conditions precedent to Resolution 203-032023 to add the phrase "subsequent to receipt and expenditure of the allocation" on line 31, strike the phrase "allocations are desired to be spent" on line 32 and strike the phrase "which will

serve as the request for the allocation" on line 34 and insert the phrase "the distribution of said funds be made no later than September 1, 2023."

"BE IT FURTHER RESOLVED that all municipalities or towns receiving an allocation shall comply with all of the following subsequent to receipt and expenditure of the allocation

- (1) Identify by governing body vote the projects on which the allocations are desired to be spent
- (2) Provide a short narrative on how the project or projects follow the framework document created by the ARPA Strategy and Outcomes Commission which will serve as the request for the allocation;
- (3) Ensure all projects are completed within the boundaries of Winnebago County;
- (4) Provide documentation that all required local and federal procurement procedures are followed;
- (5) Provide documentation as required by county administration to comply with subsequent Spirit Fund reporting and auditing requirements;
- (6) Sign a standard agreement prepared by the county to ensure equal treatment;
- (7) Spend the allocation by December 31, 2024.

BE IT FURTHER RESOLVED THAT THE DISTRIBUTION OF SAID FUNDS BE MADE NOT LATER THAN SEPTEMBER 1, 2023.

BE IT FURTHER RESOLVED that municipalities or towns may request allocation be transferred to other municipalities or towns, and that the funds may be used only for a government purpose and shall not be sub-granted by the municipalities or towns.

Submitted by: SUPERVISOR PAUL EISEN, District 4  
SUPERVISOR MORRIS COX, District 27  
SUPERVISOR CHUCK FARREY, District 30

Motion by Supervisor Farrey, seconded by Supervisor Gordon, to layover and bring back to the September 19, 2023, business meeting.

After discussion, Supervisor Farrey withdrew his motion to layover.

Motion by Supervisor Farrey, seconded by Supervisor Gordon, to adopt.

Motion by Schellenger, seconded by Ellenberger to make an amendment to the resolution.

- Strike lines 27-28
- Add the following verbiage to line 10: "Whereas, the County Board desires that the distribution of the funds be made as soon as possible."
- A friendly amendment to strike out all verbiage on line 13 after the numeral 32 all the way through line 15.

Motion by Nussbaum, seconded by Robinson to call the question. Vote on call the question. AYES: 30; NAYES: 4 – Nichols, Albrecht, Cox, and Farrey; ABSENT: 1 – Buck; ZOOM: 1 - Eisen. MOTION PASSED.

Vote on amendment to the resolution. CARRIED BY VOICE VOTE.

Vote on resolution as amended. AYES: 28; NAYES: 5 – Nichols, Defferding, Binder, Cox, and Nelson; ABSTAIN: 1 – Albrecht; ABSENT: 1 – Buck; ZOOM: 1 - Eisen. MOTION PASSED.

#### **4. RESOLUTION NO. 259-082023: Procedure for Naming Winnebago County Facilities**

WHEREAS, over the course of time, various buildings and facilities in Winnebago County have been named in honor of a Winnebago County resident or to enhance the public image of the facility; and

WHEREAS, there has not been a consistent procedure for designating a facility name; and

WHEREAS, this procedure shall be applicable to all Winnebago County departments that are involved in the naming of a facility, whether or not owned by Winnebago County, except for those facilities for which naming rights have been sold; and

WHEREAS, the department involved in the naming of a Winnebago County facility shall start the naming process with the department's committee of jurisdiction. The department shall present the committee a list of suggested names. The committee shall review the names and forward the name or names it wants considered for the facility to the Facilities and Property Management Committee for review; and

WHEREAS, the names should reflect what the facility is used for and sufficiently indicate it is a Winnebago County facility; and

WHEREAS, if a facility is to be named in recognition of a person, that person should be (or have been) a prominent Winnebago County elected official, employee or leader in the community or have accomplished something of significant noteworthiness; and

WHEREAS, the Facilities and Property Management Committee shall review the name to be considered and shall forward the name and comments to the Winnebago County Board for consideration; and

WHEREAS, the Winnebago County Board shall review the name and decide the final naming selection; and

WHEREAS, any changes to facilities names once adopted must follow the same procedure to change a name, even if to reflect a change in facility use; and

WHEREAS, this procedure does not affect Winnebago County facilities for which naming rights have been sold.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the attached procedure for facility naming be adopted.

Submitted by: FACILITIES & PROPERTY MANAGEMENT COMMITTEE

Motion by Supervisor Wise, seconded by Supervisor Floam, to adopt. CARRIED BY VOICE VOTE.

**5. CLOSED SESSION:**

- a. Pursuant to Section 19.85(1)(g), Wisconsin Statutes, at this point in the meeting the Board shall consider a motion to convene into closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved as it relates to Snell Road Landfill Claim for Groundwater Drawdown Event

Motion by Supervisor Farrey, seconded by Supervisor Floam, at 8:45 p.m. to convene into closed session. AYES: 34; NAYES: 0; ABSTAIN: 0; ABSENT: 1 – Buck; ZOOM: 1 - Eisen. PASSED.

**6. RETURN TO OPEN SESSION AND RESUME REGULAR BUSINESS**

Motion by Supervisor Swan, seconded by Supervisor Robinson, at 9:32 p.m. to return to open session. AYES: 34; NAYES: 0; ABSTAIN: 0; ABSENT: 1 – Buck; ZOOM: 1 - Eisen. PASSED.

**7. RESOLUTION NO. 260-082023: Resolve Claims Arising from a 2016 Drawdown Event at the Snell Road Landfill and Authorize Agents to Finalize Negotiations and Terms of a Final Settlement and Settlement Amount with the Concurrence of the Winnebago County Solid Waste Management Board**

WHEREAS, AECOM undertook professional consulting services for the City of Oshkosh (hereinafter "the City") relating to the City's dewatering permit applications for high-capacity dewatering on the City's sanitary sewer interceptor and lift station construction project at the Snell Road Sanitary Lift Station (hereinafter "the work"); and

WHEREAS, PTS Contractors was the general contractor performing the work; and

WHEREAS, Winnebago County owns the Snell Road Landfill (hereinafter "the Landfill") located at 3390 Walter Street, Oshkosh Wisconsin; and

WHEREAS, on February 23, 2022, Winnebago County sent AECOM and PTS Contractors Notices of Claim alleging that the dewatering drew contaminated groundwater into new wells on the Landfill property and off the Landfill property into areas that had not been previously contaminated; and

WHEREAS, Winnebago County alleges that it has incurred costs and may continue to incur costs for engineering, investigations, drilling, construction, monitoring and other work to address contamination issues resulting from AECOM and PTS Contractors work; and

WHEREAS, AECOM and PTS Contractors deny liability and responsibility for the work and costs. AECOM asserts that AECOM performed the work in accordance with the applicable standard of care in the profession and laws and that costs are attributable to ongoing remediation efforts and or parties unaffiliated with AECOM; and

WHEREAS, the parties desire to resolve an existing dispute between them in connection with the work

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claims arising from a 2016 drawdown event are resolved and the Winnebago County Board of Supervisors authorizes agents to finalize negotiations and terms of a final settlement and settlement amount with the concurrence of the Winnebago County Solid Waste Management Board

Submitted by: SOLID WASTE MANAGEMENT BOARD

Motion by Supervisor Nelson, seconded by Supervisor Gordon, to adopt. CARRIED BY VOICE VOTE.

**M. ADJOURNMENT**

Motion by Supervisor Albrecht, seconded by Supervisor Cox, to adjourn until the Special Orders Session on Tuesday, September 5, 2023, at 6:00 p.m. The meeting was adjourned at 9:33 p.m.

Submitted by:  
Cassie J. Smith-Gregor  
Winnebago County Deputy Clerk

State of Wisconsin)  
County of Winnebago) ss

I, Cassie J. Smith-Gregor do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their regular meeting held August 15, 2023.

Cassie J. Smith-Gregor  
Winnebago County Deputy Clerk



**Winnebago County**  

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**Office of the County Executive**  
*The Wave of the Future*

OSHKOSH (920) 232-3450  
FOX CITIES (920) 727-2880  
FAX (920) 232-3429

September 12, 2023

Dear Members of the County Board of Supervisors,

Below are my appointments to boards and commissions.

**FOX VALLEY WORKFORCE DEVELOPMENT BOARD** – At the request of FVWDB to comply with the federal Workforce Innovation and Opportunity Act (WIOA), I am reappointing **Dale Walker**, Director of Business & Industry Services, Fox Valley Technical College. I am appointing **Josh Kilgas**, Vice President of Resource Development, United Way Fox Cities. Both terms expire in 2026.

Respectfully submitted,

Jon Doemel  
Winnebago County Executive

2 **RESOLUTION: Commendation for Peggy Heise**

3 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

4 **WHEREAS**, Peggy Heise has been employed with Planning and Zoning for the past twenty-  
5 three years, and during that time, has been a most conscientious and devoted County employee;  
6 and

7 **WHEREAS**, Peggy Heise has now retired from those duties, and it is appropriate for the  
8 Winnebago County Board of Supervisors to acknowledge her years of service; and

9 **NOW, THEREFORE, BE IT RESOLVED**, by the Winnebago County Board of Supervisors,  
10 that sincere appreciation and commendation is extended to Peggy Heise for the fine services she  
11 has rendered to Winnebago County.

12 **BE IT FURTHER RESOLVED** that the County Clerk send a copy of this Resolution to  
13 Peggy Heise.

14 Respectfully submitted by:

15 **PERSONNEL & FINANCE COMMITTEE**

16 Committee Vote: **3-0**

17 Vote Required for Passage: **Majority of Members Present**

18 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

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\_\_\_\_\_

Jonathan D. Doemel

Winnebago County Executive

2 **RESOLUTION: Commendation for Diane Mulder**

3 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

4 **WHEREAS**, Diane Mulder has been employed with Park View Health Center for the past  
5 thirty-one years, and during that time, has been a most conscientious and devoted County  
6 employee; and

7 **WHEREAS**, Diane Mulder has now retired from those duties, and it is appropriate for the  
8 Winnebago County Board of Supervisors to acknowledge her years of service; and

9 **NOW, THEREFORE, BE IT RESOLVED**, by the Winnebago County Board of Supervisors,  
10 that sincere appreciation and commendation is extended to Diane Mulder for the fine services  
11 she has rendered to Winnebago County.

12 **BE IT FURTHER RESOLVED** that the County Clerk send a copy of this Resolution to  
13 Diane Mulder.

14 Respectfully submitted by:

15 **PERSONNEL & FINANCE COMMITTEE**

16 Committee Vote: **3-0**

17 Vote Required for Passage: **Majority of Members Present**

18 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Jonathan D. Doemel

Winnebago County Executive

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3 **RESOLUTION: Authorizing the Winnebago County Parks Department to enter**  
4 **into a Memorandum of Understanding with NorthEast Wisconsin Trails for the**  
5 **purpose of maintaining and operating the Waukau Dam Mountain Bike Trails**  
6 **System.**

7

8 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

9 **WHEREAS**, the Winnebago County Parks Department is responsible for maintaining and programming the  
10 Waukau Dam Nature Area; and

11 **WHEREAS**, NorthEast Wisconsin Trails is a non-profit organization in the Fox Valley Area that voluntarily  
12 helps maintain and operate eight mountain bike trails in the Fox Valley region; and

13 **WHEREAS**, the Winnebago County Parks Department wishes to enter into a formal Memorandum of  
14 Understanding with NorthEast Wisconsin Trails to continue to maintain and operate the single track mountain bike  
15 trail located at the Waukau Dam Nature Area located within the Town of Rushford.

16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it authorizes the  
17 Winnebago County Executive and Winnebago County Clerk to enter into an agreement with NorthEast Wisconsin Trails  
18 for the purpose of maintaining and operating the Waukau Dam Mountain Bike Trail system at the Waukau Dam Nature  
19 Area.

20

21 *Fiscal Note: There is no budget impact to the Parks Department. However, partnering with a non-profit such*  
22 *as North East Wisconsin Trails will save the Winnebago County Parks Department time and money while providing a*  
23 *recreational amenity to the Winnebago County residents.*

24

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26

Respectfully submitted by:

27

**PARKS & RECREATION COMMITTEE**

28

Committee Vote: 4-0

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Vote Required for Passage: **Majority of Members Present**

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Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

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\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: July 5, 2023  
FROM: DIRECTOR OF PARKS AND EXPO CENTER  
RE: MOU Waukau Dam Trail

## **General Description:**

The Winnebago County Parks Department would like to enter into a Memorandum of Understanding with NorthEast Wisconsin Trails for the purpose of maintaining the Waukau Dam Mountain Bike Trails.

## **Requested Action:**

The Parks Department recommends that the Parks and Recreation Committee recommends to the County Board to authorize the County Executive and County Clerk to approve a Memorandum of Understanding between Winnebago County and NorthEast Wisconsin Trails for the purpose of maintaining the mountain bike trails at the Waukau Dam

## **Procedural Steps:**

Parks and Recreation Committee  
Action taken: APPROVED  
County Board

Meeting date: 8/8/23  
Vote: 4-0  
Meeting date: 9/19/23

## **Background:**

The Waukau Dam Mountain Bike Trail is a roughly two and a half mile, single track mountain bike trail that meanders along the steep hillsides and through the deep ravines of the Waukau Dam Nature Preserve.

In 2016, the Winnebago County Parks Department began discussions to construct a single-track mountain bike trail at the Waukau Dam. A few local mountain bike enthusiasts volunteered nearly 1,800 hours to build and maintain the trail. The build began in late 2016 and the current layout was completed in September of 2018. The trail is considered an intermediate level mountain bike trail. The rugged landscape makes for challenging climbs, fast descents and amazing views of Waukau Creek and surrounding forest.

Advanced features have been added along the trail for those who wish to hone their skills – numerous bridges, jumps, drops, and skill features help to keep the ride exciting and challenging. Bypasses are available for all the advanced features.

The trail is open for riding year-round (fat tire bikes are required for winter riding), weather permitting. The trail is closed to riding anytime it is wet or muddy. Trail conditions are closely monitored by NEWT.

North East Wisconsin Trails and the Winnebago County Parks Department would like to enter into a Memorandum of Understanding for the continued maintenance and operation of this single track bike trail. We feel that the operation should be more formal in nature as they utilize equipment on park property for clearing the trails.

**Attachments:**

- Resolution
- MOA Document

MEMORANDUM OF UNDERSTANDING  
Between the  
Winnebago County Parks Department  
and  
NorthEast Wisconsin Trails

**I. PURPOSE.**

This Memorandum of Understanding (MOU) is to establish a general framework of cooperation between the Winnebago County Parks Department (the County) and NorthEast Wisconsin Trails (NEWT) for the purpose of maintaining and monitoring the multi-purpose trails on lands at Waukau Dam County Park located at the intersection of CTY HWY K and ST HWY 116 in the Town of Rushford.

**II. BACKGROUND.**

The Waukau Dam Mountain Bike Trail is a roughly two and a half mile, single track mountain bike trail that meanders along the steep hillsides and through the deep ravines of the Waukau Dam Nature Preserve.

In 2016, the Winnebago County Parks Department began discussions to construct a single-track mountain bike trail at the Waukau Dam. A few local mountain bike enthusiasts volunteered nearly 1,800 hours to build and maintain the trail. The build began in late 2016 and the current layout was completed in September of 2018. The trail is considered an intermediate level mountain bike trail. The rugged landscape makes for challenging climbs, fast descents and amazing views of Waukau Creek and surrounding forest.

Advanced features have been added along the trail for those who wish to hone their skills – numerous bridges, jumps, drops, and skill features help to keep the ride exciting and challenging. Bypasses are available for all the advanced features.

The trail is open for riding year-round (fat tire bikes are required for winter riding), weather permitting. The trail is closed to riding anytime it is wet or muddy. Trail conditions are closely monitored by NEWT.

**III. RESPONSIBILITIES.** Subject to applicable Federal laws, regulations, and policy:

A. The County shall:

1. Provide NEWT access to lands owned/managed by the County for stewardship purposes.
2. The County shall work with NEWT to develop a sustainable mountain bike trail system with the Waukau Dam Nature Preserve.

3. The County will assist in advertising the mountain bike trail system within the park.

B. NEWT shall:

1. Coordinate efforts with the County for the continued maintenance of a multi-purpose trail located within the Waukau Dam Nature Preserve located on the map in Exhibit A.
2. NEWT will assist with the creation and execute the regular maintenance of a proposed sustainable trail plan that will be approved by the County Parks Department. The trail will utilize the International Mountain Bicycling Association (IMBA) Standards for trail construction and maintenance.
3. NEWT is allowed to utilized handheld equipment such as chainsaws, pole saws, pruners, and shovels on Winnebago County property for the purpose of maintaining the mountain bike trail system. If other heavy equipment is required, NEWT must receive written permission from the Winnebago County Parks Director.
4. NEWT will provide a certificate of insurance as defined in Exhibit B of this MOU.

**IV. MUTUAL UNDERSTANDINGS.**

- A. This MOU defines the general terms upon which the County and NEWT will cooperate. Performance by either Party under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through their respective funding procedures. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds or transfer of anything of value, between the Parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements, such as work plans or statements of work, which shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
- B. This MOU may be modified or amended by mutual agreement of both parties in writing.
- C. This MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 60 days written notice to the other Party.

D. This MOU will remain in force for a period of five years from the date of its execution.

**V. INDEMNIFICATION.**

The COUNTY shall not be responsible for any damage, or injury incurred by NEWT or NEWTS' agents, servants, employees, volunteers, or property, from any cause, prior, during or subsequent to the term of this agreement. Likewise, the COUNTY shall not be responsible for any damage, loss, or liability of any kind and nature, occurring on the PREMISES, the property adjacent thereto and any other portion of the Waukau Dam Nature Preserve, by reason of any bodily injury to or death of any person, or by reason of any damage to property of third persons occasioned by any act or omission, neglect or wrongdoing of NEWT, or any of its officers, agents, representatives, assigns, guests, employees, volunteers, invitees, or persons admitted by NEWT to said PREMISES, arising out of the activities conducted by NEWT, its agents, members or guests (including claims of employees of NEWT or of any contractor or subcontractor). NEWT shall indemnify, save, keep harmless and defend the COUNTY, its directors, officers, agents, and employees against any and all loss, damages, injuries, liability claims, and costs or expenses of whatsoever kind and nature, including attorney's fees, which the COUNTY may sustain, incur or be required to pay, resulting from injury to or death of any person or persons, and for loss or damage to any property (technical or otherwise) occurring in connection with, in any way incident to, or otherwise arising out any services, operations, or performance of work in connection with this Agreement, resulting in whole or part from the negligent or intentional acts or omissions of NEWT, and the employees, agents, or representatives of NEWT regardless of whether such injury, death, loss or damage arises in part by the party to be indemnified hereunder. NEWT shall not be responsible for any injury or damages resulting solely from the negligence of the COUNTY.

A.

**VI. POINTS OF CONTACT.** The following individuals will be the points of contact for this MOU:

Winnebago County Parks Department	NorthEast Wisconsin Trails
Adam Breest	Derek Murphy
Director of Parks and Expo	President
625 E. County Rd. Y, Suite 500, Oshkosh, WI 54901	P.O. Box 140, Little Chute, WI, 54140
920-232-1961	920-205-5241
<a href="mailto:abreest@winnebagoctywi.gov">abreest@winnebagoctywi.gov</a>	<a href="mailto:dmurphybsme@gmail.com">dmurphybsme@gmail.com</a>

**VII. EFFECTIVE DATE.** The parties have executed this MOU as of the last date indicated below

Winnebago County  
Jon Doemel  
County Executive  
Winnebago County Executive Office

NorthEast Wisconsin Trails  
Derek Murphy  
President  
NorthEast Wisconsin Trails (NEWT)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Julie Barthels  
County Clerk  
Winnebago County Clerks Office

Date: \_\_\_\_\_



## EXHIBIT "B" - INSURANCE

Prior to doing any work on the Waukau Dam trails and while the trail is open thereafter, NEWT, at its own cost and expense, shall furnish Winnebago County with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:

1. General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000 and \$1,000,000 aggregate. This insurance shall include on the Certificate of Insurance the following coverages:
  - a. Premises - Operations
  - b. Products and Completed Operations
  - c. Broad Form Property Damage
  - d. Broad Form Blanket Contractual
  - e. Personal Injury
  - f. Alcohol Liability (if alcohol on PREMISES)
2. The certificate shall list the **Certificate Holder and Address as follows:** Winnebago County, Attn.: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808. The Winnebago County Department(s) involved shall be listed under "Description of Operations".
3. Such insurance shall include under the **General Liability and Automobile Liability Policies**, Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as "**Additional Insureds**".
4. Auto Liability @ \$1,000,000 per accident
5. **Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Winnebago County Courthouse, P.O. Box 2808, Oshkosh, Wisconsin 54903-2808. All such notices will name NEWT.**

2

3 **RESOLUTION: REQUEST AUTHORITY TO APPLY FOR AND ACCEPT A DEPARTMENT OF**  
4 **AGRICULTURE, TRADE AND CONSUMER PROTECTION (DATCP) PRODUCER-LED**  
5 **WATERSHED PROTECTION GRANT**

6

7 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

8 **WHEREAS**, Winnebago County Land & Water Conservation Department is interested in acquiring a  
9 Producer-Led Watershed Protection Grant from the DATCP for the purpose of providing funding to producer-led  
10 groups that focus on nonpoint source pollution abatement activities; and

11 **WHEREAS**, the project implementation, for which the grant is being applied, will provide support to groups to  
12 deliver cost share programs on-farm demonstration and research projects and education and outreach efforts on  
13 conservation systems; and

14 **WHEREAS**, the grant will support innovative practices that improve water quality to farmers and  
15 other community members within their local watersheds; and

16 **WHEREAS**, Winnebago County Land & Water Conservation Department is identified as the collaborator and  
17 the fiscal agent accepting the grant funds on behalf of the producer-led watershed group; and

18 **WHEREAS**, Winnebago County Land and Water Conservation Department shall comply with all state laws  
19 and regulations pertaining to implementation of this project and fulfillment of the grant document provisions.

20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby gives  
21 authority to the Land and Water Conservation Department to apply for and accept a Department of Agriculture, Trade  
22 and Consumer Protection Producer-led (DATCP) Watershed Protection Grant.

23

24 Fiscal Note: If grant funds are awarded, the revenue and expense from this grant would be included in the 2024  
25 County Budget.

26 Respectfully submitted by:

27 **LAND CONSERVATION COMMITTEE**

28 Committee Vote: **7-0**

29

30 Respectfully submitted by:

31 **PERSONNEL & FINANCE COMMITTEE**

32 Committee Vote: **4-0**

33

34 Vote Required for Passage: **Majority of Members Present**

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36 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

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\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: 7/17/23

FROM: Chad Casper, Director of Land & Water Conservation

RE: Resolution: Request Authority to Apply for and Accept a Department of Agriculture, Trade and Consumer Protection (DATCP) Producer-Led Watershed Protection Grant

## **General Description:**

The Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) provides funding to producer-led groups that focus on nonpoint source pollution abatement activities through the Producer-Led Watershed Protection Grant Program.

## **Action Requested:**

To approve the Resolution: Request Authority to Apply for and Accept a Department of Agriculture, Trade and Consumer Protection (DATCP) Producer-Led Watershed Protection Grant

## **Procedural Steps:**

Committee of Jurisdiction: Land Conservation	Meeting date: 8/3/23
Action taken: Approved	Vote: 7-0

Personnel and Finance Committee	Meeting date: 9/7/23
Action taken: Approved	Vote: 4-0

County Board	Meeting date: 9/19/23
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## **Background:**

Grants provide support to groups to deliver cost share programs, on-farm demonstration and research projects, and education and outreach efforts on conservation systems and innovative practices that improve water quality to farmers and other community members within their local watersheds.

## **Policy Discussion:**

The grant proposal is to apply for \$5,000 to provide funding for the creation of a producer-led group along with holding field days and a winter educational workshop that will focus on non-point source pollution. The program goal is to improve Wisconsin's soil and water quality by supporting and advancing producer-led solutions that increase on-the-ground practices and farmer participation in local watershed efforts. To be eligible for applying for the Producer-Led Watershed Protection Grant, there must be a collaborator and fiscal agent identified, which would be the Land & Water Conservation Department. If grant funds are awarded, the revenue and expense from this grant would be included in the 2024 County Budget.

## **Attachments:**

Resolution: Request Authority to Apply for and Accept a Department of Agriculture, Trade and Consumer Protection (DATCP) Producer-Led Watershed Protection Grant

1 265-092023

2 **RESOLUTION: Approve Ground Lease between ODL Investments, LLC and Winnebago**  
3 **County for Aircraft Storage**

4  
5  
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, ODL Investments, LLC desires to enter into a ground lease with Winnebago County for aircraft  
8 storage; and

9 **WHEREAS**, Lee Beverage has been a long-time tenant at Wittman Regional Airport.; and

10 **WHEREAS**, ODL Investments, LLC intends to purchase the hangar currently owned by Lee Beverage at  
11 Wittman Regional Airport; and

12 **WHEREAS**, the ground lease shall run for a period of twenty (20) years, from October 1, 2023 to September  
13 30, 2043; and

14 **WHEREAS**, ODL Investments, LLC agrees to pay Winnebago County \$1,140.00 per year for the ODL  
15 Investments, LLC Hangar and with an increase adjusted by the percentage change in CPI-U on the anniversary of  
16 the agreement at each three (3) year interval.

17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
18 approves execution by the Winnebago County Executive and Winnebago County Clerk of a Ground Lease between  
19 ODL Investments, LLC and Winnebago County for aircraft storage.  
20

21

22 *Fiscal Note: (\$1,140 per year for the first 3 years, subject to CPI-U adjustment after 3 years.)*

23

24 Respectfully submitted by:

25 **AVIATION COMMITTEE**

26 Committee Vote: **4-0**

27 Vote Required for Passage: **Majority of Members Present**

28

29 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

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\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

**AGENDA ITEM REPORT**

DATE: SEPTEMBER 19TH, 2023

TO: WINNEBAGO COUNTY BOARD OF SUPERVISORS

FROM: CAMERON HALLOCK, DEPUTY AIRPORT DIRECTOR

RE: ODL INVESTMENTS, LLC GROUND LEASE

**Background:**

Lee Beverage intends to sell their 50'x65' privately owned hangar to ODL Investments, LLC. Lee Beverage will be terminating their lease upon the approval of a new ground lease between ODL Investments, LLC and Winnebago County.

The Ground Lease is for 6,000 square feet which includes a private apron located in front of the hangar. The lease area is on the east side of the airport near the new t-hangar development.

**Policy Discussion:**

The ground lease rate will be \$.19/sq. ft./year (current county ordinance rate) and be adjusted with the CPI-U every three years. The lease term is twenty years from October 1, 2023 to September 30, 2043.

**Ground Lease - \$1,140/year + adjustments every three years**

**Requested Action:**

Approve the Ground Lease between ODL Investments, LLC and Winnebago County.

**Committee Action:**

Presented to the Aviation Committee on September 6, 2023. Approved 4-0

**Attachments:**

Lease Exhibit "A"

GROUND LEASE  
BETWEEN  
WINNEBAGO COUNTY  
AND  
ODL INVESTMENTS, LLC

1. Parties. This Lease Agreement executed this 1st day of October, 2023, by and between WINNEBAGO COUNTY, a State of Wisconsin Municipal Corporation, Oshkosh, Wisconsin 54901, hereinafter referred to as "LESSOR" and ODL Investments, LLC, hereinafter referred to as "LESSEE".
2. Lease Agreement. The LESSOR agrees to lease to the LESSEE and the LESSEE agrees to lease from the LESSOR the premises described for the term and at the rental and upon the conditions set forth in this agreement.
3. Description of the Leased Premises.

The leased premises consisting of 6,000 square feet more or less are approximately outlined in Exhibit "A". The privately built hangar is fifty (50) feet long by sixty-five (65) feet wide, with an exclusive use apron area of twenty-five (25) feet long by sixty-five (65) feet wide with a 5' perimeter buffer around all improvements included in the leased area except for the side along the adjacent taxilane. The dimensions of the total leased area, including the buffer, equal eighty (80) feet long by seventy-five (75) feet wide or 6,000 square feet.
4. Term. This lease shall be for a term of twenty (20) years commencing on October 1st, 2023 and ending on September 30<sup>th</sup>, 2043.
  - a. Right Upon Termination. At the end of the initial term and any option terms of the lease, paragraph 21 herein entitled "LESSEE's Rights Upon Termination" shall apply.
5. Rent. LESSEE agrees to pay rental during the term of this agreement as follows:
  - a. Land Area. For each square foot of land as described in paragraph 3 the rental shall be

nineteen cents (\$0.19) per square foot per year. The rental rate shall commence at One Thousand One Hundred Forty and 00/100 Dollars (\$1,140) annually.

- b. Rental Adjustments. LESSEE agrees that the rental of the premises herein described and any future additions thereto, shall be adjusted on the anniversary of this agreement at three (3) year intervals. LESSOR agrees that the new rental rate shall constitute an increase to the previous rental rate by the corresponding increase of the Consumer Price Index for All Urban Consumers (CPI-U) for the previous three (3) years.
  - c. Payment of Rent. All rent as herein provided shall be paid annually in advance on the first day of January of each lease year, or monthly in advance.
6. Authorized Uses.
- a. Hangar. LESSEE understands the primary use of the premises shall be aircraft storage. LESSEE shall comply with Federal Aviation Administration (FAA) policy on Non-Aeronautical Use of Airport Hangars as outlined in FAA Order 5190.6B (or most current version) and in any other guidance published by the FAA concerning the use of hangars, so as not to ultimately impede the use of the hangar for aeronautical purposes. The premises shall not be used for any commercial purposes.
  - b. Use of Common Facilities. LESSEE is authorized to use in common with others, existing and future aeronautical facilities at Wittman Regional airport, subject to the Airport's rules and regulations and federal aviation regulations applicable to all such users in common.
  - c. Cost of Improvements. The cost of construction of all improvements to the leased site areas shall be borne by the LESSEE.
  - d. Subsequent Alterations. LESSEE shall have the right during the term of this lease to make alterations to existing improvements, attach fixtures, and erect additional structures in or upon the leased premises, provided however that no such alterations, etc. shall be

commenced prior to obtaining LESSOR's written approval and further provided that the initial improvements contemplated herein, and all such alterations, fixtures or additional structures shall be subject to the provisions of paragraph 21 herein entitled LESSEE'S RIGHTS UPON TERMINATION. LESSOR's approval for subsequent alterations shall not be unreasonably withheld.

7. Obligations of LESSOR.

- a. Operation and Maintenance of Facilities. LESSOR agrees that it shall, during the term of this lease and any extension of renewal hereof, within its financial ability, operate, maintain and keep in good repair all public and common facilities and services on Wittman Regional Airport, including the landing area, taxiways, terminal building and parking aprons, obstruction lights, runway and taxiway lighting, security lighting, and airport security fencing.
- b. Snow Removal, etc. LESSOR agrees that it shall keep the public areas of the Airport free from obstructions, including the clearing and removal of snow, grass, stones or other foreign objects, as reasonably necessary and with reasonable promptness in accordance with the established priorities for runways, taxiways, ramps, access roads and areas immediately adjacent thereto for the safe, convenient and proper use of the Airport by LESSEE and others.

8. Obligations of LESSEE.

- a. Acceptance of Premises. LESSEE, by execution of this lease represents that it has inspected the Airport and the leased premises, and that it accepts the condition of same as they now exist, and fully assumes all risks incident to the use thereof, including, but not limited to, any hidden, latent, or other dangerous conditions on the Airport or the leased premises. LESSEE accepts the leased premises in their present condition and agrees to repair and maintain any improvements, fixtures, or any other object on the leased

premises without expense to LESSOR. LESSEE further agrees to remove or cause to be removed at LESSEE's expense, any trash, garbage or debris generated by LESSEE's use of the leased premises except temporarily in connection with collection or removal of same.

- b. Outside Storage. LESSEE may keep reasonable equipment and materials within the leasehold area in locations susceptible to view by the public, at the discretion of the LESSOR. Any equipment or materials stored within the leasehold of the LESSEE found objectionable to the LESSOR shall be subject to paragraph 17, "Default", of the Lease Agreement.
- c. Lighting and Signs. LESSEE shall secure in advance written approval from LESSOR before placing any exterior lighting or exterior signs on the leased premises.
- d. Compliance with Federal Aviation Regulations and Transportation Security Administration Directives. LESSEE agrees to comply with Transportation Security Administration (TSA) 49 CFR 1542, Airport Security, as applicable to Wittman Regional Airport or any successor regulations and the LESSOR's policies, present or future, as outlined in the LESSOR's Rules & Regulations. LESSEE further agrees that any fines, costs of defense, including reasonable attorney's fees, disbursements, or any other expenses incurred by LESSOR through enforcement of 49 CFR 1542, or other TSA directives, because of acts by LESSEE, its employees, agents, suppliers, contractors, sub-contractors, guests, or patrons shall be paid by LESSEE on demand of LESSOR.  
  
LESSOR shall retain the right to materially alter the terms of this Lease agreement or, in the alternative, to terminate this Lease agreement pursuant to the terms of paragraph 19, herein, should any changes in federal or state law or regulation require such alteration or termination.
- e. LESSEE'S Taxes. LESSEE shall promptly pay any and all taxes and assessments levied

on or against LESSEE's property on said premises, and all licenses, permits, fees, occupational and inspection fees assessed or charged against said premises of either party to this lease by reason of the LESSEE's use or occupancy of said premises, and the LESSEE shall hold the LESSOR free and harmless from any loss, damage, or expense, including reasonable attorney's fees, arising out of or by reason of any charges specified in this subparagraph.

- f. Compliance With Laws, etc. LESSEE agrees to comply with all laws, ordinances, rules and regulations promulgated by LESSOR and any governmental unit having jurisdiction, applicable to the use of said premises and to use said premises in compliance therewith.
- g. Liens. LESSEE agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished, caused by the LESSEE or his agents or assigns, for the leased premises. LESSEE shall not permit any liens to be placed against the premises on account of labor performed or material furnished and in the event such a lien is placed against the premises, LESSEE agrees to save LESSOR harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.
- h. Repair of Premises. LESSEE shall at its sole expense keep, maintain and repair the leased premises, any improvements thereto and all equipment in a good and well-maintained condition consistent with good business practice and in a manner which will preserve, enhance and protect the general appearance and value of the leased premises, and of the Airport. Failure to maintain and repair shall be deemed a default under this Lease. In the event LESSEE fails to comply with this subparagraph, LESSOR shall issue a written notice to LESSEE regarding its failure to maintain and repair. The notice must state with reasonable specificity (1) the nature of LESSEE's failure to keep, maintain or repair, and (2) the remedy required by LESSOR to cure the default. In the event that

LESSEE fails within thirty (30) days after receipt of LESSOR's default notification under this paragraph, to commence appropriate action to cure such default, LESSOR shall have the right thereafter to terminate this lease immediately, or in the alternative, to cure said default in an efficient, effective, and good workmanlike manner, and to assess the costs thereof against LESSEE. LESSEE hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorney's fees incurred by LESSOR in curing said default within thirty (30) days after LESSOR's demand. Provided, however, that if LESSEE commences appropriate action to cure a default as soon as reasonably possible thereafter, LESSOR shall have the option of declaring LESSEE in default and proceeding to cure the provision herein or permitting LESSEE to proceed with curing the failure to maintain or repair if LESSEE is proceeding in a reasonable manner to do so.

- i. Non-Assignment. LESSEE shall not at any time assign any part of this agreement; nor sublease the premises without consent of the LESSOR, which shall not be unreasonably withheld; nor assign any of the leased premises. Any sublease agreement that is mutually agreed to by the LESSOR and LESSEE must maintain compliance with FAA Order 5190.6B (or current version) and any other guidance published by the FAA as it relates to Non-Aeronautical Use of Airport Hangars.
  - j. Utilities. LESSEE agrees to install or cause to be installed on the leased premises, meters for all utilities to be used on the premises, and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.
  - k. Security. The parties hereby agree that LESSEE assumes all responsibility and obligation for providing security on the leased premises.
9. Quiet Enjoyment. LESSOR covenants, warrants, and represents that it has full right and power to execute and perform this Lease and to grant the estate leased herein and that LESSEE, upon payment of rent herein specified and performance of the covenants and agreements herein

contained, shall peaceably and quietly have, hold and enjoy the leased premises during the full term of this lease, subject to LESSOR's right to inspect the premises as stated in Paragraph 11 hereunder.

10. Arbitration:

- a. This Agreement shall be covered by the laws of the State of Wisconsin.
- b. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
  - i. The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
  - ii. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
  - iii. Any arbitration shall take place in the city of Oshkosh, Winnebago County, Wisconsin.
  - iv. Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
  - v. Any discovery proceeding shall be limited to the thirty (30) day period prior to

the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.

- vi. In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
- vii. The proceeding and arbitration shall be governed by the law of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

11. LESSOR's Right of Entry. LESSOR, its agents, and employees shall have the right to inspect the leased premises at any reasonable time for the purpose of examining same and to ascertain if they are in good repair. Prior to any inspection by the LESSOR, it shall arrange with the LESSEE for a suitable time to make such inspection, except in emergency situations such as fire or other conditions hazardous to property or life.

12. Civil Rights Assurances. LESSEE, in the use of the leased premises for themselves, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the premises that: (1) no person on the grounds of sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (4) that the LESSEE shall use the premises so as not to be in contravention of Section 942.04, Wisconsin Statutes; (5) that the LESSOR shall not discriminate in its employment practices in contravention of Section 111.322, Wisconsin Statutes. LESSEE, in the conduct of its authorized business activities on said demised premises and on said Airport, shall furnish good, prompt and efficient services adequate to meet the demands for its service at the Airport, and shall furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that LESSOR shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

LESSEE shall have the right and privilege of engaging in, and conducting all operations authorized under the terms of this lease, provided, however, that this Agreement shall not be construed in any manner to grant the LESSEE or those claiming under him the exclusive right to use the premises or facilities of the aforementioned Airport other than those leased exclusively to the LESSEE hereunder.

13. Holding Over. In the event that LESSEE holds over in its occupation of the demised premises, or any portion thereof, after the expiration or other termination of this lease or any renewal or extension thereof, such holding over shall operate and be construed as a tenancy from month to month at the same monthly rental that applied to the last preceding month and subject to all the other terms and conditions herein provided, and in no event shall the tenancy be deemed to be one of longer than one month. However, nothing contained herein shall be construed as consent by the LESSOR to the holding over of the demised premises by the LESSEE.

14. Reasonable Exercise of LESSOR's Rights. All rights privileges, options and powers as are reserved by LESSOR with respect to the leased premises, shall be exercised in a reasonable manner, without unnecessary and unreasonable interference with the LESSEE's use and occupancy of the premises; and wherever LESSEE's rights or privileges to act under this lease are stated to be subject to prior consent or approval of LESSOR, it is understood and agreed that consent or approval shall not be arbitrarily or unreasonably withheld.

15. Condemnation.

If at any time during term hereof the whole of the demised premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, then, in such event, when possession of the demised premises shall have been taken thereunder by the condemning authority, the term hereby granted, and all right of the LESSEE hereunder, shall immediately cease and terminate, and the rent shall be apportioned and paid to the time of such termination. Lessee shall be paid fair market value for any improvements he caused upon premises. Value to be established as that prior to condemnation.

16. Damage to Premises. In the event of partial or complete loss to the demised premises by fire, the elements, accident, or other occurrence, the LESSOR shall have no obligation to compensate LESSEE for any loss incurred except that caused by Lessor's negligence. LESSEE shall, within thirty (30) days of said loss give notice to LESSOR of its intent to repair or rebuild, or of its intent to terminate this Lease. In the event that LESSEE chooses to repair or rebuild, the rent shall continue unabated.

In the event that a loss or occurrence on the leased premises caused by an act of neglect of LESSEE causes a loss to the LESSOR's or other property on the Airport, LESSEE shall, at its expense, repair, replace, or rebuild or cause to be repaired, replaced or rebuilt, any such property damaged or lost to its previous condition as soon as reasonably possible, and to reimburse LESSOR, its agents, employees, other lessees, contractors and suppliers for any and all costs and

expenses, including reasonable attorney's fees incurred as a result of such loss or damage. Any question regarding the reasonableness of LESSEE's performance under this paragraph shall be submitted to arbitration, and the parties agree to be bound thereby.

17. Default. LESSOR shall give written notice to LESSEE of any default under this lease in the payment of rent or otherwise, and LESSEE shall have the right for ten (10) days after notice to cure any default with respect to the payment of rent, and shall have the right to cure other defaults in accordance with other provisions of this lease specifically applicable to said default.

18. Future Development.

LESSOR reserves the right to further develop or improve the Airport in LESSOR's sole discretion, regardless of the desires or opinions of LESSEE, except Lessor cannot cause material devaluation of Lessee's property by said development. LESSOR further reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstructions, together with the right to prevent LESSEE from erecting or causing to be erected any building or other structure on the leased premises which, in the opinion of the LESSOR and in its sole discretion, would limit the usefulness of the Airport or constitute a hazard to aircraft, subject to LESSEE's right to Quiet Enjoyment of the leased premises under paragraph 9 herein.

19. LESSOR's Right to Terminate.

- a. The LESSOR shall have the right to terminate this agreement in its entirety immediately upon the happening of the following events:
  - i. Filing of a petition, voluntary or involuntary, for the adjudication of LESSEE as bankrupt.
  - ii. Failure to cure failure to pay rent pursuant to the terms of this lease.
  - iii. The making by LESSEE of any general assignment for the benefit of creditors.
  - iv. The abandonment by LESSEE of its demised premises, or its conduct of aeronautical use of the premises, except in connection with its surrender to

mortgagee, or other parties succeeding to LESSEE's interest hereunder, provided however, that such surrender shall be subject to prior written approval by LESSOR, and further provided that nonuse of the leased premises by LESSEE, so long as the premises available for bona fide lease or sublease for any use or purpose authorized hereunder, shall not be deemed abandonment as long as LESSEE is not in default of any of the terms of this lease.

v. The lawful assumption by the United States Government or any authorized agency thereof of the operation and control or use of the Airport and facilities, or any substantial part or parts thereof. In such event, the LESSEE may elect to terminate upon failure of the LESSOR to do so.

b. Failure of LESSOR to declare this lease terminated upon a default by LESSEE for any of the reasons set out above shall not operate to bar or destroy the right of LESSOR to cancel this lease by reason of any subsequent violation of the terms of this lease. Further, the acceptance of rental by LESSOR for any period after default of any of the terms, covenant, or conditions by LESSEE shall not be deemed a waiver of any right on the part of LESSOR to cancel this lease.

20. Mortgages and Subordination. LESSEE shall have the right at any time during the term of this agreement at its own expense to renegotiate and obtain a loan or loans which may be secured by a mortgage on the improvements to the subject premises, and LESSEE hereby agrees to so inform any bank or loaning agency prior to negotiating or obtaining a loan. In the event that LESSEE encumbers the subject premises or any other land owned by LESSOR, said encumbrance shall be cause for immediate termination of this lease by LESSOR. Further, LESSEE agrees that in the event of such an encumbrance, it shall remove or cause to be removed, at no expense to LESSOR, said encumbrance and shall do so immediately. LESSEE further agrees that in the event such an encumbrance damages LESSOR in any way, LESSEE shall on demand reimburse LESSOR in

full for said damages.

21. LESSEE's Right Upon Termination. At the termination of this lease, LESSEE shall be entitled to elect one of the following options:

- a. LESSEE shall return the leased premises to LESSOR clear of all or any specifically designated improvements above ground level which have been purchased or constructed by LESSEE, its agents, employees, assigns or successors; provided, however, that LESSEE shall have thirty (30) days after termination in which to remove all such improvements or those specifically designed by LESSOR. In the event that demolition by LESSEE exceeds the thirty (30) day period, LESSEE shall pay rent at the then current rate for any excess days, or
- b. The LESSEE may negotiate the sale of the improvements existing on Airport property to the Airport or a third party. LESSOR maintains the right to approve such a sale and a new land lease, said approval not to be unreasonably withheld, or
- c. The LESSEE may, with mutual consent of the LESSOR, transfer title of said improvement in lieu of removal of the said improvements of LESSEE'S and LESSEE hereby agrees to execute all appropriate documents to vest title of said improvements to LESSOR free and clear of any and all liens and encumbrances.

22. Non-exclusive Lease. It is understood and agreed by and between the parties that LESSOR retain the privilege of entering into other agreements which may or may not be similar to this lease and which may or may not contain similar terms with other entities for the use of other Airport facilities but this paragraph shall not be construed to abrogate LESSEE's right to Quiet Enjoyment contained herein. LESSEE hereby agrees that it will not object to, obstruct or hinder in any way LESSOR's right to enter into such agreements.

23. Liability.

- a. Fire Liability. It is understood and agreed by the parties that in no event shall LESSOR

be liable for any damages to the leased premises or to any of LESSEE's other property at this location caused by or resulting from fire,

- b. Damage By That Other Than Resulting From Fire. It is understood and agreed that LESSOR shall not be liable for any non-fire related repairs arising out of injury or damage to LESSEE's property caused by LESSEE.
- c. Insurance. LESSEE agrees, at its own cost and expense, to furnish the County Insurance Administrator with a Certificate of Insurance indicating proof of the following insurance:
  - i. General Liability Insurance - with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000/\$2,000,000 aggregate during periods of construction of improvements on the property and during periods of time when aircraft is stored upon the property or when storage buildings upon the property are used to store any large items of personal usage. This insurance shall include on the Certificate of Insurance the following coverages:
    - 1. Premises - Operations
    - 2. Products and Completed Operations
    - 3. Broad Form Property Damage
    - 4. Blanket Contractual
    - 5. Professional Liability, if applicable
  - ii. Aircraft liability - with a minimum of \$1,000,000 per occurrence for Bodily Injury Liability/\$2,000,000 aggregate of combined single limit of Bodily Injury and Property Damage Liability. If LESSEE takes care, custody and/or control of planes owned by others, then LESSEE shall also carry hanger keeper liability insurance in the amount of \$1,000,000 per occurrence. Experimental Aircraft will be individually reviewed for appropriate liability limits. Such insurance

shall include Winnebago County as an additional insured as it pertains to the negligence of the LESSEE. Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Coordinator, 112 Otter Avenue, P.O. Box 2808 Oshkosh, Wisconsin 54903-2808. All such notices shall name the LESSEE and identify this lease agreement.

- iii. Automobile Liability Insurance with a minimum combined single limit of liability per occurrence of \$1,000,000.00 for bodily injury and property damage for the following coverages:
    - 1. Owned Automobiles, if applicable
    - 2. Hired Automobiles
    - 3. Non-Owned Automobiles
  - iv. LESSEE shall name Winnebago County as an additional insured on all such insurance policies, unless such requirement is waived in writing by Winnebago County's Insurance Administrator.
  - v. LESSEE shall immediately inform Winnebago County of the occurrence of any events which might affect Lessee's ability to maintain minimum general liability limits as set for in subparagraph 2, above.
  - vi. LESSOR may review and alter those insurance requirements pertaining to the LESSEE on an annual basis. LESSOR shall not unreasonably alter these insurance requirements pertaining to the LESSEE.
- d. Indemnification. LESSEE shall indemnify LESSOR and hold it harmless against and from all loss, cost and expense, including but not limited to attorney's fees and other costs of defense, occasioned to LESSOR at any time by reason of liability imposed by law upon LESSOR for damages because of operations of LESSEE conducted at or from

the leased premises pursuant to rights granted hereunder, but only if such liability arise in whole or in part by reason of any negligent act or omission of LESSEE or of any person or organization for whose acts or omissions the LESSEE is legally responsible.

24. Storage of Fuel. LESSEE is prohibited from installing, storing, or dispensing fuels on the leased premises as described in the airport rules and regulations.
25. Severability. In the event that any provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision contained herein, provided that the validity of any such provisions does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid provisions of this agreement.
26. Notice. Any notice required or desired to be served by either party upon the other may be served by depositing such notice in certified United States mail, return receipt requested, in a sealed envelope, postage prepaid, and addressed as follows:

a. To the LESSOR:

Airport Director  
Wittman Regional Airport  
525 W. 20th Avenue  
Oshkosh, WI 54902-6871

b. To the LESSEE

ODL Investments, LLC  
c/o Brett Gelbach  
2962 Sunset Point Lane  
Oshkosh, WI 54904

Or to such other address or person as shall from time to time be designated by the parties in writing.

27. Easements. LESSOR hereby agrees that it shall grant Easements necessary to supply utilities to

the subject premises and taxiway access between existing taxiway and leased property.

28. Successors. The conditions, covenants, and agreements in the foregoing lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties and their successors.
29. Compliance with Wisconsin Public Records Law: Lessee understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), the County may be obligated to produce to a third party the records of a Lessee that are “produced or collected” by the Lessee under this Agreement (“Records”). Lessee is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Lessee acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Lessee is (1) obligated to retain Records for seven (7) years from the date of the Record’s creation; and (2) produce such Records to County if, in County’s determination, County is required to produce the records to a third party in response to a public records request. Lessee’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Lessee must defend and hold the County harmless from liability due such breach.
30. Entire Agreement. This agreement constitutes the entire agreement between the parties and each party understands that there are no other oral understandings or agreements other than those set out herein. This agreement cannot be added to, altered or amended in any way except by written agreement signed by both of the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their proper officers thereunto duly authorized as of the day and year above written.

WINNEBAGO COUNTY (LESSOR)

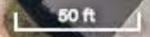
BY: \_\_\_\_\_  
Jon Doemel  
County Executive

\_\_\_\_\_  
Julie Barthels  
County Clerk

ODL INVESTMENTS, LLC (LESSEE)

BY: \_\_\_\_\_  
ODL Investments, LLC  
Brett Gelbach  
Owner

**ODL Investments, LLC  
Exhibit A**



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**RESOLUTION: Authorizing a Capital Improvements Project to Provide Automated Pay Stations for Boat Landings, to Be Funded by a Transfer of \$120,000 from the Spirit Fund**

**TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

**WHEREAS**, the 7 public boat landings operated by the Winnebago County Parks Department currently have cash boxes to receive daily payments of launch fees;

**WHEREAS**, replacing these cash boxes with automated pay stations will provide greater convenience to the public, allowing for use of credit cards or cash, and will provide the county with a savings in staff time and more consistent collection of launch fees while being consistent with similar systems in place for the City of Oshkosh as well as Brown County; and

**WHEREAS**, the \$120,000 in funding for a capital improvements project to provide automated pay stations for boat landings is an appropriate use of dollars from the Spirit Fund.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it authorizes a capital improvements project to provide automated pay stations for boat landings, to be funded with \$120,000 from the Spirit Fund.

*Fiscal Note: The Spirit Fund will be reduced by \$120,000.*

Respectfully submitted by:

**ARPA STRATEGY AND OUTCOMES COMMISSION**

- Thomas Borchart, District 3
- Andy Buck, District 24
- Morris Cox, District 27
- Tom Egan, District 33
- Chuck Farrey, District 30

Commission Vote: 9 – 0 – December 14, 2022

Commission Vote: 8 – 1 – August 10, 2023

Vote Required for Passage: **Two Thirds of Membership**

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: June 23, 2023

FROM: DIRECTOR OF PARKS AND EXPO CENTER

RE: Request Authority to Purchase Automated Pay Stations at the Winnebago County Boat Landings.

## **General Description:**

The Winnebago County Parks Department requesting authority to purchase 7 automated fee stations at the 7 Winnebago County boat landings.

## **Requested Action:**

The Parks Department recommends that the Parks and Recreation Committee recommends to the County Board to authorize the purchase of 7 automated fee stations through the boat landing reserve funds.

## **Procedural Steps:**

Spirit Committee

Action taken:

County Board

Meeting date: 8/10/23

Vote: 8-1

Meeting date: 9/19/23

## **Background:**

The Winnebago County Parks Department currently operates and maintains 7 boat landings located on Lake Winnebago, Lake Poygan, and Lake Butte Des Morts. These 7 boat landings currently have a steel cash box utilized for taking daily fees and cash. There is no ability for the boat landing users to pay via credit or with debit card. By providing these automated pay stations we will be providing a modern method for which users can pay for their daily fees. I have included some of advantages and FAQ about the pay stations below.

An automated pay station was included in the plan for the Grundman Boat Landing. Due to this timing, we need to purchase and install the fee stations this fall so they are operating by the start of the 2024 season.

A picture of the automated fee station located at the City of Oshkosh boat landing is included below.



## Frequently Asked Questions

### *1. More Time for our Park Rangers to Monitor the Launches and Spend Less Time Counting Cash*

The cash box systems require much more time from our Park Rangers. Our Park Rangers spend multiple hours every day opening envelopes and counting money. Many times, the envelopes either include not enough more or too much money. By installing automated pay stations, we are going to be able to direct more time for our Parks Rangers to monitor the boat landings more often. Instead of spending time opening envelopes, we can schedule the rangers to work more days and visit more landings in a single day. This will allow better monitoring to ensure users are paying for the use of the landings. Park Rangers spend up to 2-3 hours per day counting cash. This accounts for 14-21 hours per week! This would provide us with **2-3 additional days of monitoring time.**

### *2. Adjusting for the Additional Yearly Maintenance*

The automated pay stations due require a yearly fee of \$7,980 for payment processing, PCI compliance, and the software required for collecting the data and transmitting it via cell. To offset this additional cost, we are requesting a fee increase to the boat landing fees. In the 2024 budget we will be requesting to increase fees. The fee increase will account for an additional \$27,584 in revenue. This additional revenue will be put towards more dedicated maintenance of the landings, automated fee stations, and to allow us to begin saving money towards future larger projects and repairs for the users of the landings.

### *3. More Security and Better Auditing*

The automated fee stations print off a receipt that states how much cash is supposed to be in the machine. This is a much better system that provides security and prevent theft of cash. We are also handling much less cash. The City of Oshkosh indicated that they only need to remove cash once per month because they receive significantly less cash.

#### *4. Maintenance*

The systems within the automated fee stations are basic components that can be switched out if needed in-house by one of our rangers or parks caretakers. We are not installing a yearly sticker printer so it there are less components within the machine.

#### *5. Increased Revenue Potential*

The Brown County Parks and Department and the City of Oshkosh have installed automated fee stations within recent years. Both departments have reported increased revenue due to the automated fee stations providing multiple forms of payment and requiring all users to pay the required fee.

#### **Attachments:**

- Resolution

2  
3 **RESOLUTION: Amend Section 0.0 (Role of the County Board Supervisor) of the Rules of**  
4 **the Winnebago County Board of Supervisors to Add Section 0.4**  
5 **Addressing the Use of Winnebago County Owned Electronic Devices by**  
6 **Winnebago County Board Supervisors and Outlining Consequences for**  
7 **Misuse of Such Electronic Devices**

8  
9 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

10 **WHEREAS**, Winnebago County Board Supervisors have the privilege of being elected and trusted officials;  
11 and

12 **WHEREAS**, Winnebago County encourages the use of electronic devices by Winnebago County Board  
13 Supervisors and Winnebago County Board Supervisors normally vote electronically. To that end, Winnebago County  
14 loans Winnebago County Board Supervisors' electronic devices; and

15 **WHEREAS**, Winnebago County owned electronic devices can be used to read and review meeting material  
16 and access information pertinent to meeting discussions; and

17 **WHEREAS**, Winnebago County Board Supervisors are required to sign a Winnebago County Computer Use  
18 Policy at the beginning of their tenure; and

19 **WHEREAS**, every user of the Winnebago County network, including but not limited to elected officials, is not  
20 assigned credentials for access until the Winnebago County Computer Use Policy is signed and received by Winnebago  
21 County; and

22 **WHEREAS**, one express mandate of the Winnebago County Computer Use Policy is that "the computer  
23 system belonging to Winnebago County is to be used for business purposes only"; and

24 **WHEREAS**, Winnebago County Board Supervisors, per Winnebago County Information Technology  
25 department discretion, are allowed repairs and support during the lifecycle of the device.

26 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it adds  
27 Section 0.4 to the Rules of the Winnebago County Board of Supervisors to read as follows:

28 0.4 Each supervisor will be issued a county-owned electronic device for use during their term on  
29 the County Board. Supervisors are to be responsible for the care and safety of the electronic  
30 device. If an electronic device is damaged and requires replacement, Winnebago County will  
31 provide a replacement for one such occurrence. Any further purchase of replacement  
32 electronic device during the life cycle of the device will be the financial responsibility of the  
33 supervisor.

34  
35 Winnebago County Board Supervisors may only use Winnebago County owned  
36 electronic devices for Winnebago County Business. Winnebago County Supervisors shall  
37 not use such electronic devices to communicate with other Winnebago County Board  
38 Supervisors during any Winnebago County meeting to discuss, collaborate, or influence a  
39 vote.

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Winnebago County Board Supervisors use of electronic devices must adhere to all Winnebago County Use Policies, the Winnebago County General Code, the Winnebago County Board of Supervisors Ethics Handbook and Wisconsin State Statute.

Winnebago County reserves the right to disconnect Winnebago County owned devices and disable services without notice or repossess the electronic device if used by a Winnebago County Board Supervisor in any unauthorized manner.

Winnebago County Board of Supervisors shall take such action as allowed by state statute including but not limited to a Resolution of Censure against a recalcitrant Winnebago County Board Supervisor who ignores the rules of Winnebago County Use Policies, the Winnebago County General Code, the Winnebago County Board of Supervisors Ethics Handbook, Wisconsin State Statute, and this Resolution and uses Winnebago County owned electronic devices in any unauthorized manner.

Winnebago County Board Supervisors shall be required to return their Winnebago County electronic devices if violating the rule and pay all costs associated with damages to or loss of the Winnebago County electronic devices.

The Winnebago County Board Supervisors will return their electronic devices within five business days of the end of their tenure to the Winnebago County Clerk. In the event an electronic device is not returned in a timely manner Winnebago County will bill the Supervisor for the current value of the electronic device.

*Fiscal Note: No fiscal impact.*

Respectfully submitted by:

**SUPERVISOR KAY HORAN, DISTRICT 5**

Respectfully submitted by:

**INFORMATION TECHNOLOGY COMMITTEE**

Committee Vote: **6-0**

Respectfully submitted by:

**JUDICIARY & PUBLIC SAFETY COMMITTEE**

Committee Vote: **4-1**

Vote Required for Passage: **Two- Thirds of Members Present**

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Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Jonathan D. Doemel  
Winnebago County Executive

DRAFT

## **Outagamie County: Mobile Device (Smartphones/Tablets) Terms of Use Policy**

Outagamie County grants its employees the privilege of using personal and corporate owned smart phones and tablets at work for county related business upon approval by the respective department head. Outagamie County reserves the right to revoke this privilege if users do not abide by the policies and procedures outlined below.

This policy is intended to protect the security and integrity of Outagamie County's data and technology infrastructure. Limited exceptions to the policy may occur due to variations in devices and platforms.

Outagamie County employees must agree to the terms and conditions set forth in this policy in order to be able to connect their devices to the County network.

### **Acceptable Use**

- The county defines acceptable business use as activities that directly or indirectly support the business of Outagamie County.
- Employees are blocked from accessing certain websites during work hours/while connected to the County network at the discretion of the County.
- Devices may not be used at any time to:
  - Store or transmit illicit materials
  - Harass others
  - Disclose confidential material to unauthorized third parties
- Employees may use their mobile device to access the following county-owned resources: email, calendars, contacts, etc. as long as it is approved by the Department Head. Use of personal devices to conduct County business will subject the device to Open Records Laws as applicable and litigation discovery requests.
- Employees are prohibited from texting or emailing while driving a vehicle while on county business.

### **Devices and Support**

- Smartphones including iPhone, Android, and Windows phones are allowed
- Tablets including iPad and Android are allowed.
- Employees should contact the device manufacturer or their carrier for operating system or hardware-related issues. Only connectivity issues are supported by IT.
- Devices must be presented to IT for proper job provisioning and configuration of standard apps, such as browsers, office productivity software and security tools, before they can access the network.

### **Reimbursement**

The county will not reimburse an employee for any costs associated with the use of a personal device including, but not limited to, repair or data retrieval of non-county material.

### **Damaged/Lost/Stolen Devices and Accessories**

It is understood that when using electronic devices and accessories, damage may occur. If a device or accessory is damaged, it will need to be returned for repair. If a device or accessory is lost or stolen, Legislative Services must be notified immediately. The county board supervisor may be responsible for any losses, costs, or damages which are not accidental in nature up to and including possibly the full replacement of the device or accessory.

## Security

- In order to prevent unauthorized access, devices must be password protected using the features of the device and a strong password is required to access the County network. This password will consist of 4 or 6 digit lock codes for Apple and Android devices.
- The device will lock itself with a password if it's idle for 15 minutes.
- Smartphones and tablets that are not on the county's list of supported devices are not allowed to connect to the network. Please contact IT prior to purchasing a new device to make sure it will be supported.
- Smartphones and tablets belonging to employees that are for personal use only are not allowed to connect to the network without Department Head or designee approval.
- Employees' access to county data is limited based on user profiles defined by IT and automatically enforced.
- The employee's device may be remotely wiped if 1) the device is lost, 2) the employee terminates his or her employment, 3) IT detects a data or policy breach, download of app that created a security concern, a virus or similar threat to the security of the county's data and technology infrastructure.

## Risks/Liabilities/Disclaimers

- While IT will take every precaution to prevent the employee's personal data from being lost in the event it must remote wipe a device, it is the employee's responsibility to take additional precautions, such as backing up email, contacts, etc.
- The County reserves the right to disconnect devices or disable services without notification.
- Lost or stolen devices must be reported to the Legislative Services Office within 24 hours. Employees are responsible for notifying their mobile carrier immediately upon loss of a device.
- The employee is expected to use his or her devices in an ethical manner at all times and adhere to all county's Acceptable Use policies and all other Department Policies.
- The employee is personally liable for all costs associated with his or her device.
- The employee assumes full liability for risks including, but not limited to, the partial or complete loss of county and personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable.

Outagamie County reserves the right to take appropriate disciplinary action up to and including termination for noncompliance with this policy.

The employee's signature signifies that he/she agrees with the terms and conditions of this policy and further agrees to abide by the terms and conditions, herein.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Acceptable Use Policy, version 1.2

Status:  Working Draft  Approved  Adopted

Document Owner: Information Security Committee

Last Review Date: January 2023

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## Acceptable Use Policy

### Purpose

The purpose of the Washington County Acceptable Use Policy is to establish acceptable practices regarding the use of Washington County **Information Resources** in order to protect the confidentiality, integrity and availability of information created, collected, and maintained.

### Audience

The Washington County Acceptable Use Policy applies to any individual, vendor, contractor, or process that interacts with any Washington County information system, computer, and network.

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### Policy

All computing hardware, software, electronic and telephonic media, and networks (Information Resources) provided to you by Washington County are the property of Washington County and are to be used for County business purposes only unless otherwise indicated in this policy. Communications via these Information Resources are not private. Any use of the County's Information Resources constitutes consent by the user to have such use monitored by the County at its sole discretion with or without prior notice to the user. The use of personal devices to conduct county business may be granted by management. Personal device usage for county business may subject the device to the disclosure requirements of Wisconsin's open records laws. Reference 'Bring Your Own Device' policy for further information on using personal devices for county business.

The following pages will provide guidance on the acceptable use of County information resources. If you have questions regarding any aspect of this policy, please contact the IT Help Desk at extension 6869 or email at [ithelpdesk@washcowisconsin.gov](mailto:ithelpdesk@washcowisconsin.gov).

- Acceptable Use Personnel must promptly report events or policy violations involving Washington County computers, networks or information to their supervisor. Events include, but are not limited to, the following:
  - Technology incident: any potentially harmful event that may cause a failure, interruption, or loss in availability to Washington County **Information Resources**.
  - Data incident: any potential loss, theft, or compromise of Washington County information.
  - Unauthorized access incident: any potential unauthorized access to a Washington County **Information Resource**.
  - Facility security incident: any damage or potentially unauthorized access to a Washington County owned, leased, or managed facility.
- Personnel shall not purposely engage in activity that may
  - degrade the performance of Washington County computers, **networks and servers**.
  - deprive authorized Washington County personnel access to a Washington County **networks, services, and information**.
  - obtain additional permissions beyond those allowed;
  - or circumvent Washington County information security measures.
- All inventions, intellectual property, and proprietary information, including reports, drawings, blueprints, software codes, computer programs, data, writings, and technical information, developed by County personnel using Washington County **Information Resources** are the property of Washington County.
- Personnel shall cooperate with incident investigations, including any federal or state investigations.
- Personnel are expected to comply with all legal protections provided by patents, copyrights, trademarks, and intellectual property rights for any software and/or materials viewed, used, or obtained using Washington County **computers and networks**.
- Unless part of specific job duties, personnel shall not intentionally access, create, store or transmit material which Washington County may deem to be offensive, indecent, or obscene.
- Use of the system or network from Washington County facilities to access, view, store or distribute obscene or pornographic materials is prohibited and may result in disciplinary action. The only exception to this is when an employee is authorized to do so in the performance of official duties.
- Files, directories, data, and email shall be maintained in a manner consistent with the County's record/retention policy set forth at section Ch. 94, Article II of the Washington County Code.

### **Access Management**

- Personnel are permitted to use only those network and host addresses issued to them by Washington County IT and should not attempt to access any data or programs contained on Washington County systems for which they do not have express authorization .
- All remote access made to internal Washington County networks and/or environments must be made through approved, and Washington County-provided, virtual private networks (VPNs), or remote access systems.
- Personnel should not disclose any access information to anyone not specifically authorized to receive such information, including IT support personnel.
- Personnel must not share their personal authentication information, including:
  - Account passwords,
  - Personal Identification Numbers (PINs),

- Security Tokens (i.e. Smartcard),
- Multi-factor authentication information
- Access cards and/or keys,
- Digital certificates,
- Similar information or devices used for identification and authentication purposes.
- Access cards and/or keys that are no longer required must be returned to physical security personnel.
- Lost or stolen access cards, security tokens, and/or keys must be reported by the employee to their supervisor as soon as possible.

### Authentication/Passwords

- All personnel are required to maintain the confidentiality of personal authentication information.
- Any group/shared authentication information must be maintained solely among the authorized members of the group.
- All passwords, including initial and/or temporary passwords, must be constructed, and implemented according to the following Washington County rules:
  - Must meet all requirements including minimum length, complexity, and reuse history.
  - Must not be easily tied back to the account owner by using things like username, social security number, nickname, relative's names, birth date, etc.
  - Must not be the same passwords used for non-business purposes.
  - Must be changed when required by the systems.
- Unique passwords should be used for each system, whenever possible.
- If the security of a password is in doubt, the user must contact the Information Technology Help Desk, and the password should be changed immediately.
- Security tokens (i.e. Smartcard) must be returned on demand or upon termination of the relationship with Washington County, if issued.

### Clear Screen

- Personnel should log off from applications or network services when they are no longer in use.
- Personnel should log off or lock their workstations and laptops when their workspace is unattended.
- Physical and/or electronic keys used to access **confidential information** should not be left on an unattended desk or in an unattended workspace if the workspace itself is not physically secured.
- Laptops should be either locked with a locking cable or locked away in a drawer or cabinet when the work area is unattended or at the end of the workday if the laptop is not encrypted.
- Passwords must not be posted on or under a computer or in any other physically accessible location.
- Remote users must take all necessary precautions off-site to minimize any inadvertent disclosure of information, including but not limited to keeping the computer screen out of sight of others, logging off the computer when tasks are completed, and logging off and securing the computer when it is not being used.

### Data Security

- Personnel should use approved encrypted communication methods whenever sending **confidential information** over public computer networks (Internet). This includes encrypting email, using HTTPS (Secure) websites, and other secure protocols or portals.
- Only authorized **cloud computing applications** may be used for sharing, storing, and transferring **confidential** or **internal information**.
- Information must be appropriately shared, handled, transferred, saved, and destroyed, based on the information sensitivity.
- All electronic media containing confidential information must be securely disposed when no longer in service. Please contact IT for guidance or assistance.
- Users are prohibited from maliciously changing data information, eavesdropping and tapping of telecommunications lines. Employees are put on notice that a violation of this rule is considered of the utmost gravity and may result in termination for first offense.

### Email and Electronic Communication

- The electronic mail (email) system hardware, software, and data are County property. All messages composed, sent or received on the electronic mail system are and remain the property of the County. Email messages are not the private property of any user. All communications may be public records subject to disclosure under Wisconsin's Public Records law.
- The County reserves the right to access, monitor and disclose the contents of all messages created, sent or received using its email system without the consent of the user. Users are expected to communicate in a professional manner reflecting positively on them and Washington County.
- Auto-forwarding electronic messages outside the Washington County internal systems is prohibited.
- Electronic communications should not misrepresent the originator or Washington County.
- Individual accounts must not be shared without prior authorization from Washington County IT, with the exception of calendars and related calendaring functions.
- Any personal use of Washington County provided email shall not:
  - Involve solicitation.
  - Be associated with any political entity.
  - Forward chain emails.
  - Contain or promote unethical behavior.
  - Violate local, state, federal, or international laws or regulations.
  - Result in unauthorized disclosure of Washington County **confidential information**.
  - Or otherwise violate any other Washington County policies.
  - Be considered offensive or disruptive. Offensive or disruptive content includes, but is not limited to images or language that may reasonably be considered to be obscene, harassing, illegal, or otherwise inappropriate for the workplace.
- Personnel should use caution when responding to, clicking on links within, or opening attachments included in electronic communications.
- Personnel should not disclose **confidential information** in Out of Office or other automated responses.

## Hardware and Software

- All hardware must be formally approved by IT Management before being connected to Washington County networks.
- Software installed on Washington County equipment must be approved by IT Management and installed by Washington County IT personnel.
- All Washington County computers and networking equipment taken off-site should be physically secured at all times.
- Employees should not allow family members or other non-employees to access Washington County **Information Resources**.
- No user-owned or non-County purchased/owned software is to be installed on County owned computer equipment. Demonstration software needs prior approval from the Information Technology department.
- Violation of software licensing agreements is a serious action and will subject the violator to appropriate discipline. Unauthorized software will be deleted upon discovery with or without prior notice from the Information Technology department.

## Internet

- Personal use of the Internet service furnished by or through the County shall be extremely limited, tempered by good judgement at all times, shall not interfere with work responsibilities or impact network performance.
- Unapproved Internet activities include, but are not limited to:
  - Recreational games,
  - Streaming media,
  - Personal social media,
  - Accessing or distributing pornographic or sexually oriented materials,
  - Attempting or making unauthorized entry to any network or computer accessible from the Internet.
  - Or otherwise violate any other Washington County policies.
- Access to the Internet from outside the Washington County network using a Washington County owned computer must adhere to all of the same policies that apply to use from within Washington County facilities.
- The County has the right to monitor internet websites visited by all users while using County computers and the County network.
- Use of copyrighted materials shall be done with the express written permission of the owner.
- The Internet is an unsecured network. Confidential or privileged information shall be protected and secured at all times, by using encryption and/or secure methods of transfer such as SecureFTP, or HTTPS sites.
- All use of the Internet shall be in conformity with local, state, and federal laws as well as Washington County policies and procedures.
- Installation and use Social Media application TikTok, is prohibited from use on Washington County devices, and Washington County's networks and systems.

## Physical Security

- Personnel must badge in to access-controlled areas.
- Visitors accessing card-controlled areas of facilities must be accompanied by authorized personnel at all times.
- Eating or drinking are not allowed in data center or network closets.

## Privacy

- Systems Administrators, Washington County IT, and other authorized Washington County personnel may have privileges that extend beyond those granted to standard business personnel. Personnel with extended privileges shall not access files and/or other information that is not specifically required to carry out an employment related task.
- All information received by the user that is confidential in nature shall be protected and secured at all times in accordance with applicable federal, state and local laws and regulation, and departmental policies. Confidential information shall not be disclosed or re-disclosed by the user except as allowable or required by law.

## Removable Media

- The use of **removable media** for storage of Washington County information must be supported by a reasonable business case.
- All **removable media** use must be approved by Washington County IT prior to use.
- **Personally owned removable media** use is not permitted for storage of Washington County information.
- Personnel are not permitted to connect **removable media** from an unknown origin without prior approval from the Washington County IT.
- Confidential and internal Washington County information should not be stored on **removable media** without the use of encryption.
- All removable media must be stored in a safe and secure environment.
- Employees must report the loss or theft of a **removable media** device that may have contained any Washington County information. Loss or theft must be reported to the Washington County IT and the employees supervisor immediately.

## Security Training and Awareness

- All new personnel must complete an approved **security awareness** training class prior to, or at least within 30 days of, being granted access to any Washington County **Information Resources**.
- All personnel must complete the annual security awareness training.

## Voicemail

- Personnel should not disclose **confidential** in voicemail greetings.
- Personnel should not access another user's voicemail account unless it has been expressly authorized.

## Incidental Use

- As a convenience to Washington County personnel, incidental use of **Information Resources** is permitted. The following restrictions apply:

## Washington County Acceptable Use Policy

- Incidental personal use of electronic communications, Internet access, fax machines, printers, copiers, and so on, is restricted to Washington County approved personnel; it does not extend to family members or other acquaintances.
- Incidental use should not result in direct costs to Washington County.
- Incidental use should not interfere with the normal performance of an employee's work duties.
- No files or documents may be sent or received that may cause legal action against, or embarrassment to, Washington County or its customers.
- Storage of personal email messages, voice messages, files and documents within Washington County **Information Resources** must be nominal.
- All information located on Washington County **Information Resources** are owned by Washington County, may be subject to open records requests, and may be accessed in accordance with this policy.

### **Wireless Network (WIFI)**

- Washington County will make available wireless access to the Internet for employees and guests, at certain enabled location which have been equipped with wireless access points.
- Washington County may grant access to this resource as a privilege.
- All users are expected to use this wireless access in a legal and responsible manner.
- Any user activity which violates local, state or federal law is strictly prohibited.
- The use of wireless access to the Internet and Information Resources is at the sole discretion of Washington County.
- Washington County may cancel access or discontinue offering wireless at any time without notice for any reason.
- Anyone who use wireless access to the Internet does so at their own risk.
- Any information transmitted over the network may be viewed by others.
- Washington County does not guarantee the privacy of any network communication.
- Washington County reserves the right to monitor activity and to disconnect the user at any time without notice for any reason.
- Washington County will not provide any technical support or assistance whatsoever unless it is on Washington County issued equipment and related to the conduct of official County business.
- Users should be aware that there is security, privacy and confidentiality risk inherent in wireless communications and associated technology and Washington County does not make any assurances or warranties related to such risks.
- Washington County reserves the right to deny or restrict access to any user who abuses the network, such as by excessive bandwidth consumption or acts that deliberately waste computer resources or unfairly monopolize resources to the exclusion of others.
- Washington County reserves the right to deny or restrict any type of activity or purpose deemed by Washington County to be unlawful, harassing, abusive, criminal or fraudulent.

## Enforcement

Personnel found to have violated this policy may be subject to disciplinary action, up to and including termination of employment, and related civil or criminal penalties.

Any vendor, consultant, or contractor found to have violated this policy may be subject to sanctions up to and including removal of access rights, termination of contract(s), and related civil or criminal penalties.

## Version History

Version	Modified Date	Approved Date	Approved By	Reason/Comments
1.0	June 2021		Joel Woppert	Document Origination
1.1	April 2022		J. Woppert	Use of personal device may be granted by management.
1.2	January 2023		J. Woppert	Added verbiage on blocking TikTok.

# Calumet County

## Tablet Usage Policy

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### A. General

1. All tablets are the property of Calumet County.
2. Unless specifically exempt, information stored, saved, or maintained on a county tablet is considered public information and is therefore subject to public disclosure laws. The user of the tablet will be the custodian of the stored information, and must take reasonable steps to maintain and preserve the stored information.
3. Incidental personal use, in accordance with this Policy, is permissible.
4. Information Services will create a media library account as applicable using the users county email address and will provide a password to the user. This password should be changed when the tablet is delivered.
5. Information Services will initially load predetermined settings and applications to tablets. These will include:
  - i. Setup for Wi-Fi access using county network access points.
  - ii. Mobile Device Management (used to monitor, security and to support desired applications)
  - iii. County email access.
  - iv. Agenda and document file management for Board and committee meetings.
  - v. Other applications that are appropriate for county functionality.
6. Each tablet shall be numbered to ensure that it is consistently provided to, and used by, the same user.
7. All electronic data, communications, and information, including information transmitted or stored on the electronic systems of the county, remain the property of Calumet County.
8. The county retains the right to access, inspect, monitor, and/or disclose any data stored on any tablet owned by the county, whether transmitted or received via electronic information systems (including information downloaded from the Internet or received or sent via e-mail), media of any kind, and/or any other means of data input. Users have no right or reasonable expectation of privacy in anything they create, store, send or receive using the tablet.
9. Assigned tablets shall be used in an appropriate and professional manner at all times.
10. Assigned tablets may not be used in any way that:
  - i. Is contrary to or damages the county's interest.
  - ii. Results in any incremental costs to the county.

### B. Prohibitions and Restrictions on Use.

Users may not use a County owned tablet:

1. To create or transmit defamatory material, harass, make discriminatory remarks or engage in other behavior such as targeting another person or organization to cause distress, embarrassment, injury, unwanted attention or other substantial discomfort.  
Personal attacks based on a person's race national origin, ethnicity, handicap, religion, gender, veteran status, sexual orientation or any other legally protected status not mentioned is strictly prohibited.
2. To conduct personal business for monetary gain or engage in any "for profit" communications or activities.
3. For political campaign purposes, including, but not limited to, using e-mail to circulate advertising for political candidates or relating to political campaign issues.
4. For any purpose that would be a violation of any county work rules, county ordinance, State or Federal laws or regulations.

# Calumet County

## Tablet Usage Policy

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### C. Tablet Applications

1. All applications running on county tablets must be properly licensed.
2. For purposes of this Policy, applications fall into one of the following categories:
  - i. Initial Applications are applications loaded onto the tablet at the time the tablet is provided.
  - ii. Additional applications may be made available at a later time. These applications will be made available through MDM (Mobile Device Management). A notification will be sent to the user that an application is available for download and request user installation.
3. The user will not add personal payment information that is tied to an app store account using the county id. If it is found that a personal payment account has been tied to a county user id:
  - i. The county will not reimburse the user for any applications that the user has personally purchased using a credit card, gift card, store credit, PayPal or any other method of personal payment.
  - ii. Any funds remaining when the tablet is returned to the county that are attached to a county user id will not be reimbursed.
  - iii. Applications purchased using the county id will become the property of the county when the tablet is returned to the county
4. The MDM tool has the capabilities to monitor tablet usage and compliance.

### D. Connections

1. Use of wireless connections should be used with caution and should not be considered secure, unless there is definitive proof that it is a secure network. Extreme caution should be practiced when sending or receiving confidential or sensitive material.

### E. Security.

1. As part of the setup, Information Services will provide a password to the user. This password should be changed when the tablet is delivered. Passwords should not be shared, nor should they be posted.
2. Users will be expected to take reasonable precautions to protect any tablet assigned to them from damage, destruction, or theft.
3. Any suspected breach of security, damage, destruction, or theft of any tablet owned by the County should be reported to the Information Services Department as soon as possible. Information Services will determine the extent of damage and provide an estimate of the cost to repair or replace. The user department or area of responsibility will be requested to cover the cost of repairs or replacement.

# Calumet County

## Tablet Usage Policy

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### F. County Board of Supervisors

1. Paragraphs A-E of this policy also apply to County Board Supervisors.
2. iPads are provided to the County Board of Supervisors to establish a secure, reliable, maintainable, and supportable method of communicating information.
3. Information Services will create an iTunes account (**without credit card information**) using the county email address.
4. All iPads are assigned to County Board members for their term of office, and remain the property of Calumet County and shall be surrendered to the Information Services Department upon termination of such member's office or upon a request by the County Board Chairperson. The iPad will be reset to factory defaults which will result in all applications uploaded, installed and all information present, personal or work related, being deleted.
5. Information pertaining to scheduled meetings (i.e. meeting "packets") will be transferred to the iPad using an Information Services application.
6. Once meeting information has been made available, Board members shall be individually responsible for reviewing the meeting packet in advance of the scheduled meeting.
7. It is the intent that electronic meeting packets will replace paper materials.
8. All provisions of the 'Rules of Order of the Calumet County Board of Supervisors' Rule XX: Code of Ethics (M) Use of Technology During Board and Committee Meetings (3)&(4) shall be adhered to.
9. The Board member is the custodian of their records. As such, they are responsible for maintaining a copy of their records.
10. The iPad User Guide can be found in Safari under a dropdown in 'Bookmarks'. The User Guide contains information about iPad use as well as a section on Safety, Handling, & Support.

# Calumet County

## Tablet Usage Policy

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### RULES OF ORDER OF THE CALUMET COUNTY BOARD OF SUPERVISORS

#### RULE XX: CODE OF ETHICS

##### M. Use of Technology During Board and Committee Meetings.

###### 1. Cellular Phones

- a) Unless a Supervisor is expecting a call on an important matter, e.g. sick family member, impending birth of child; all cellular telephones shall be turned off during meetings. “Turned off” means powered off and does not include “airplane” or “flight” mode.
- b) If a Supervisor is expecting a call on an important matter,
  - i. The Supervisor shall inform the Chair before the meeting is called to order.
  - ii. The cellular telephone shall be placed on vibrate.
  - iii. Cellular phones in vibrate mode shall not be placed on the Supervisor’s work station, as the vibration will cause noise and disrupt the meeting.
- c) If a Supervisor must take a call on an important matter during a County Board Meeting, he shall mark himself absent, and immediately leave the County Board Room or meeting room before answering the telephone call.
- d) In no instance shall any Supervisor answer a cellular telephone call while present in the County Board Room while the Board is in session.
- e) In no instance shall any Supervisor answer a cellular telephone call while present in a Committee meeting.

###### 2. Smart Phones

- a) Smart Phones may remain powered on during meetings; however the rules for receiving telephone calls in paragraph 1 apply. “Airplane” or “Flight” mode may be used.
- b) Smart Phones may be used to read and review meeting materials, and access information pertinent to the items being discussed at a meeting.
- c) All notifications/alerts (audible and vibrating) for phone functions shall be turned off during meetings, e.g. incoming calls, text messages, emails, SMS messaging, etc.
- d) Smart Phones shall not be used during Board and Committee meetings to surf the web (except as stated in paragraph “b” above), email, engage in instant or text messaging of any kind or to engage in non-county related business.

###### 3. Laptops, Tablets, iPads, and other computing devices.

- a) Laptops, Tablets, iPads and other computing devices may be used during Board and Committee meetings to read and review meeting materials, and access information pertinent to the items being discussed at a meeting.
- b) Laptops, Tablets, and iPads shall not be used during Board and Committee meetings to surf the web (except as stated in paragraph “a” above), email, engage in instant or text messaging of any kind or to engage in non-county related business.

###### 4. Email, Instant or Text Messaging.

# Calumet County

## Tablet Usage Policy

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- a) All communication between Supervisors during a County Board or Committee Meeting shall be completed verbally. Exceptions to this rule may be made in the case of disability where the Supervisor is unable to communicate by using his voice due to illness, injury or disability.
  - b) A Supervisor shall not engage in any email, instant messaging or text messaging during any Board or Committee meeting with County Employees.
  - c) "Email" means a system for sending and receiving messages electronically or over a computer network via telecommunications links between computers, terminals, smart phones, or other electronic devices capable of sending email. Also, a message or messages sent or received on such a system.
  - d) "Instant Messaging" means real-time direct text-based chatting communication between two or more people using personal computers or other devices.
  - e) "Text Messaging" means the exchange of brief written text messages between a fixed-line phone or a mobile phone and fixed or portable devices over a network.
5. Violation of these rules could result in censure by the Board.

# Calumet County

## Tablet Usage Policy

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### ACKNOWLEDGEMENT FORM

I acknowledge receipt of the Tablet Usage Policy.

I understand that acceptance of the Tablet Usage Policy is a condition of using the assigned iPad or tablet.

I understand that by accepting this policy, I am responsible for the assigned equipment and adherence to this policy in its use. I understand that misuse of this equipment may result in the equipment being taken away.

I also understand that any subsequent revisions to this policy will supersede those contained herein.

\_\_\_\_\_  
Board / Committee or Employee Name Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board / Committee or Employee Signature

# Calumet County

## Tablet Usage Policy

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### RULES OF ORDER OF THE CALUMET COUNTY BOARD OF SUPERVISORS

#### RULE XX: CODE OF ETHICS

##### M. Use of Technology During Board and Committee Meetings.

###### 1. Cellular Phones

- a) Unless a Supervisor is expecting a call on an important matter, e.g. sick family member, impending birth of child; all cellular telephones shall be turned off during meetings. "Turned off" means powered off and does not include "airplane" or "flight" mode.
- b) If a Supervisor is expecting a call on an important matter,
  - i. The Supervisor shall inform the Chair before the meeting is called to order.
  - ii. The cellular telephone shall be placed on vibrate.
  - iii. Cellular phones in vibrate mode shall not be placed on the Supervisor's work station, as the vibration will cause noise and disrupt the meeting.
- c) If a Supervisor must take a call on an important matter during a County Board Meeting, he shall mark himself absent, and immediately leave the County Board Room or meeting room before answering the telephone call.
- d) In no instance shall any Supervisor answer a cellular telephone call while present in the County Board Room while the Board is in session.
- e) In no instance shall any Supervisor answer a cellular telephone call while present in a Committee meeting.

###### 2. Smart Phones

- a) Smart Phones may remain powered on during meetings; however the rules for receiving telephone calls in paragraph 1 apply. "Airplane" or "Flight" mode may be used.
- b) Smart Phones may be used to read and review meeting materials, and access information pertinent to the items being discussed at a meeting.
- c) All notifications/alerts (audible and vibrating) for phone functions shall be turned off during meetings, e.g. incoming calls, text messages, emails, SMS messaging, etc.
- d) Smart Phones shall not be used during Board and Committee meetings to surf the web (except as stated in paragraph "b" above), email, engage in instant or text messaging of any kind or to engage in non-county related business.

###### 3. Laptops, Tablets, iPads, and other computing devices.

- a) Laptops, Tablets, iPads and other computing devices may be used during Board and Committee meetings to read and review meeting materials, and access information pertinent to the items being discussed at a meeting.
- b) Laptops, Tablets, and iPads shall not be used during Board and Committee meetings to surf the web (except as stated in paragraph "a" above), email, engage in instant or text messaging of any kind or to engage in non-county related business.

###### 4. Email, Instant or Text Messaging.

# Calumet County

## Tablet Usage Policy

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- a) All communication between Supervisors during a County Board or Committee Meeting shall be completed verbally. Exceptions to this rule may be made in the case of disability where the Supervisor is unable to communicate by using his voice due to illness, injury or disability.
  - b) A Supervisor shall not engage in any email, instant messaging or text messaging during any Board or Committee meeting with County Employees.
  - c) "Email" means a system for sending and receiving messages electronically or over a computer network via telecommunications links between computers, terminals, smart phones, or other electronic devices capable of sending email. Also, a message or messages sent or received on such a system.
  - d) "Instant Messaging" means real-time direct text-based chatting communication between two or more people using personal computers or other devices.
  - e) "Text Messaging" means the exchange of brief written text messages between a fixed-line phone or a mobile phone and fixed or portable devices over a network.
5. Violation of these rules could result in censure by the Board.

## **WAUPACA COUNTY ELECTRONIC COMMUNICATIONS POLICY**

### **BOARD OF SUPERVISORS and COUNTY CLERK**

**PURPOSE:** To allow efficient access to electronic information (Internet and E-mail) necessary to conduct county business and make informed decisions.

#### **ROLE OF COUNTY:**

Waupaca County Information Technology Department will research and purchase tablet type computers for use by the Waupaca County Clerk and Board of Supervisors. The Information Technology Department will also research and recommend any and all accessories for use with the tablet type computers.

Waupaca County will maintain ownership of tablet computers. Waupaca County will set up the tablet computer, install any necessary software, and maintain the tablet computer including installing upgrades. Each tablet computer will have a passcode, password, and PIN security so that no unauthorized software may be installed.

Waupaca County will retain the County Clerk's and individual Supervisor's email correspondence (sent and received) on its network when communication is through the county-issued email address in accordance with the County's record retention policy.

Waupaca County will provide each Supervisor with user credentials (username and password) for use with the tablet. Effective June 1, 2017, the County Clerk's office will use email communication as the primary means of communicating county business to the Supervisor, including but not limited to agendas, packets and minutes. In the event that printed materials are needed, the Clerk's office may elect to mail materials via the United States Postal Service.

Information Technology Department will provide training, including individual sessions, at the request of the Waupaca County Board of Supervisors or the Waupaca County Clerk.

#### **RESPONSIBILITY OF ELECTED OFFICIAL:**

The County Board Supervisor will return the tablet within five business days of the end of her/his tenure to the Waupaca County Clerk. In the event a tablet computer is not returned timely, Waupaca County will bill the Supervisor for the replacement cost of the tablet.

The care of the tablet is the responsibility of each County Board Supervisor. Waupaca County has purchased a three year accidental damage warranty plan for each tablet. This warranty covers two incidents of accidental damage per year for three years.

In the event the tablet is stolen, damaged, lost, or compromised the County Board Supervisor will notify the Waupaca County Clerk and Information Technology Department so that necessary measures to protect confidential information can be taken.

Waupaca County encourages the tablet computer to be used by the Supervisor. However, Waupaca County will not be liable or responsible if the tablet computer is used for personal reasons and personal data is removed in the process of providing service or upgrades to the tablet. Waupaca County will remove any personal information as needed to allow proper functionality of the tablet for Waupaca County business. Any personal information stored on the Waupaca County tablet computer may be subject to public records requests and may be disclosed in accordance with Wisconsin's Public Records Law.

Effective with the term beginning April, 2018, in the event a Supervisor elects not to use the county provided tablet, s/he will be charged for postage cost. All County Board Supervisors will not be charged for paper copies relating to their job responsibilities if they request the copies 24 hours in advance and pick them up.

#### DIGITAL COMMUNICATION DURING COUNTY BUSINESS:

County Supervisors are advised that electronic or digital communication between and among supervisors regarding County business could constitute a walking quorum. Supervisors should take precautions not to use "reply all" to emails and to reduce the number of sequential emails on any one topic.

#### Laptops, Tablets, iPads and other computing devices

Laptops, Tablets, iPads and other computing devices may be used during Board and Committee meetings to read and review meeting materials and access information pertinent to the items being discussed at a meeting.

Laptops, Tablets, iPads shall not be used during Board and Committee meetings to surf the web, email, engage in instant or text messaging of any kind or to engage in non-county related business.

#### Email, Instant or Text Messaging

All communication between Supervisors during a County Board or Committee Meeting shall be completed verbally. Exceptions to this rule may be made in the case of disability where the Supervisor is unable to communicate by using his/her voice due to illness, injury or disability.

A Supervisor shall not engage in any email, instant messaging or text messaging during any Board or Committee meeting with County Employees.

“Email” means a system for sending and receiving messages electronically or over a computer network via telecommunications links between computers, terminals, smart phones, or other electronic devices capable of sending email. Also, a message or messages sent or received on such a system.

“Instant Messaging” means real-time direct text-based chatting communication between two or more people using personal computers or other devices.

“Text Messaging” means the exchange of brief written text messages between a fixed-line phone or a mobile phone and fixed or portable devices over a network.

## Waushara County Board Electronic Device Use Agreement

This agreement is prepared to define terms, conditions and acceptable usage of the Waushara County Board Microsoft Surface Go from here on referred to as electronic device.

1. I understand that the electronic device provided to me is to assist in my duties as a board member of the Waushara County Board and the primary purpose of this device is for communicating, reading and sharing of subjects, documents and data pertinent to the Waushara County Board and will use it in such a manner.
2. I understand that as a matter of convenience I may use the electronic device for personal use on an incidental basis.
3. I understand that all information stored on the device or in a storage system created by this device is subject to public open records laws and I will abide by these laws.
4. I will not engage in any activity that is illegal under local, state, federal or international laws while using the electronic device.
5. I will abide by software copyrights and the terms of all licenses.
6. I will not communicate offensive or disruptive messages on the electronic device this includes, but is not limited to, any messages which are sexually explicit or contain sexual implications, racial slurs, gender offensive comments, profanity, or any other comment that offensively addresses someone's age, race, creed, color, handicap, marital status, sex, national origin, ancestry, sexual orientation, arrest record or conviction record, or any comment which in any way defames another person, or is intended to frighten, intimidate, threaten, abuse, annoy, or harass another person.
7. I will not view pornographic or other offensive content on the electronic device.
8. I will not solicit, advertise or expound on commercial ventures, religious, political or other causes, or any other non-Waushara County Board related issue(s).
9. I will not participate in chain letters, junk email, or any other type of widespread distribution of unsolicited email.
10. I will not participate in any hoaxes with the intention to mislead or trick others into believing/accepting/doing something.
11. I will not knowingly transmit a computer virus, worm, spyware, or any form of malware.
12. I will not knowingly create, modify, forward or receive confidential or proprietary information about the Waushara County Board its employees, clients, suppliers, and other business associates unless authorized to do so. This includes but is not limited to copyrighted materials, trade secrets, proprietary financial information, client lists, credit card numbers, Social Security numbers, employee performance reviews, salary details, computer id's and passwords.
13. I understand that I have no expectation of privacy while using the electronic device and while using it for internet or email services.
14. I understand that the electronic device provided to me is property of Waushara County and will return it when my term ends.
15. I understand that any violation of this agreement or unlawful use will be reported to and reviewed by Waushara County on a case-by-case basis. Depending upon the severity and impact of the violation any one or more of the following may occur: the return of the electronic device, loss of internet privileges, disciplinary action up to and including removal as a Supervisor, employment termination and report of violation to legal authorities
16. If lost, stolen, or broken I will immediately contact Barry West at 920-787-6586.

### Acknowledgement Statement

I acknowledge that I have read, understand, and will comply with the above terms, conditions and usage requirements.

Electronic Device Provided to User: Microsoft Surface Go

Electronic Device Users Name: \_\_\_\_\_

Electronic Device Users Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Douglas County ELECTRONIC TABLETS POLICY**

### **A. Issuance of Electronic Tablets**

Each supervisor will be issued a county-owned electronic tablet (iPad) for use during their term on the County Board. Supervisors are to be responsible for the care and safety of the iPad. If an iPad is damaged and requires replacement, Douglas County will provide a replacement for one such occurrence; similarly, if an iPad is lost or stolen, Douglas County will provide a replacement for one such occurrence. Any further purchase of replacement iPads will be the financial responsibility of the supervisor. Supervisors may also purchase, at his or her own expense, an additional 2-year warranty that will cover up to two incidents of accidental damage due to handling (loss or theft of the iPad is not covered).

### **B. Required Use**

Supervisors will receive all Douglas County Board and committee meeting agendas and minutes solely by electronic format accessed through the iPad. These documents will no longer be mailed to supervisors. Supervisors will be required to utilize iPads at board and committee meetings in order to view agendas and attachments however, during a transition period paper copies of committee and board agendas (excluding attachments) will be provided to supervisors at the meetings. Supervisors may also provide paper copies of agenda attachments at their own expense.

Use of the iPad will also allow supervisors to access county e-mail, calendar, and other county documents (budget, plat book, policies, reports, etc.). Supervisors are encouraged to utilize the iPad to the fullest extent possible.

### **C. Electronic Communication**

All communication created, sent, received, or stored in Douglas County systems and/or equipment are the property of Douglas County and are subject to Wisconsin Open Records Law and open to disclosure under the provisions of that law. Douglas County reserves the right to monitor systems and/or equipment with or without notice and will have the right to access all information to which an employee has gained access.

All communication via the network and Internet should be consistent with the public service mission or image of Douglas County. Each user is responsible for the appropriateness and content of material he/she transmits or publishes on the network or Internet.

Any personal use of county communication systems and/or equipment should be limited, should never interrupt county business, and should occur during non-work time, unless extenuating circumstances arise. Use of county communication systems and/or equipment for union business is prohibited, with the exception of transmitting union meeting notices.

County communication systems and/or equipment should not be used by employees to engage in any illegal activities or any other inappropriate use, or for any use which is in violation of any federal, state, or local laws, or other county policies. County communication systems/equipment may not be used to create any offensive or disruptive messages or documents.

All employees have a duty to report any discovered or suspected unauthorized or improper use of county communication systems/equipment.

**D. Maintenance/Repair**

For security reasons, only authorized county personnel are allowed to perform maintenance/repairs and troubleshooting on county-owned iPads.

**E. Return/Purchase of iPad**

If a supervisor resigns, or is not re-elected to the office of County Board Supervisor, he or she will relinquish their iPad to Douglas County or be allowed to purchase his or her iPad at the current value determined by the IS Director.

## 800 TECHNOLOGY

### 801 - ELECTRONIC COMMUNICATIONS

The County provides a variety of technological resources to its employees to improve public service and maximize efficiency. The purpose of this policy is to advise users regarding the use of information technology resources and the information that is created, transmitted, received, or stored on these resources. Information technology resources include, but are not limited to, desktop and laptop computers, the local and wide area networks, application software, data, electronic mail, Internet access, printers, fax machines, voice mail, cellular phones and telephones.

All employees who have access to information technology resources are required to read and comply with the County policy. Failure to do so may result in 1) revocation of access to information technology resources and/or 2) disciplinary action ranging from a reprimand to immediate discharge.

#### General Use

Information technology resources are the property of Sheboygan County and should be used for valid County business in an effort to improve public service and efficiency. Use of any of these resources should be treated like use of the telephone. Although occasional and limited personal use is acceptable, particularly in the case of emergencies, employees may **not** use any County information technology resources in any way that:

- interferes with employee work performance;
- denigrates the credibility or reputation of the County;
- interferes with County contractual relationships;
- disrupts service to the public;
- adversely impacts network performance;
- relates to political causes not related to County business; or
- is intended for personal monetary gain.

The County reserve the right to monitor Internet use, email, and other information stored on County computing resources to ensure that public resources are not being misused and to ensure that the information systems are operating as efficiently as possible.

Employees should not expect privacy with respect to information stored on County information technology resources. The County has the right and the ability to access all computer files and mobile devices, including and not limited to email messages, Internet activity, and voice mail files, without prior notification. The County may scan messages for the presence of viruses or to maintain system integrity. Supervisors, managers and department heads may access an employee's computer files, mobile devices, email messages, Internet activity or voice mail files if approved by the Human Resources Director and there is a business need.

Employees who leave employment, whether voluntarily or involuntarily, have no rights to the contents of their computer files, mobile devices, voice mail messages, or email messages and are not allowed access to the voice mail or email system.

### **Access and Passwords**

Access is granted to individual users to secure information and maintain accountability. Passwords, codes, and user names are the means by which individual access is granted and security is maintained. The use of passwords and codes to gain access to another employee's files is prohibited. To preserve security, users shall:

- limit computer and network access to properly authorized individuals;
- verify that any individual doing computer maintenance is authorized to do so;
- protect passwords and change them every 120 days;
- use passwords that contain a minimum of 8 mixed characters (upper and lowercase letters; numbers);
- avoid using passwords that contain names of persons, places or things that are closely identified with the user;
- refrain from sharing passwords or posting them in public view;
- change passwords if they become known to others;
- refrain from using another employee's sign-on;
- use the "Ctrl/Alt/Delete" keys to lock their screen when away from their desk; and
- sign off or log off when the PC or terminal is not in use.

Unauthorized access will be recorded and investigated. Any suspected misuse should be reported to a supervisor.

### **Software**

A standard suite of software is provided on all County computers to facilitate efficient support and compliance with copyright laws and license agreements. Only licensed and approved software will be supported. The installation and use of personal software, including screen savers and email backgrounds, on County computers is prohibited unless specifically authorized by the Information Technology Department.

### **Data**

Data is critical for effective decision-making and conducting business in a timely and effective manner. Electronically stored data and information, including email, is an asset of the County. Employees should strive to protect the integrity, accuracy, and confidentiality of data, as well as protect data from unauthorized access, use or destruction. Users of information technology resources should follow these data management practices:

- Refrain from accessing and using data and information in unauthorized ways.

- Handle copyrighted and licensed data and information appropriately.
- Refrain from storing confidential or sensitive data (including but not limited to health information, personally identifiable information and credit card numbers) on mobile devices (laptops, tablets, phones, iPads).
- Develop and maintain data according to established County standards.
- Follow procedures for dissemination of data.
- Store data on the network (S or H drive) whenever possible, and back up any data or files stored on PCs on a regular basis.
- Avoid storing County data on personal storage devices like jump drives or personal “Cloud” services like Dropbox.
- Inform supervised staff of data policies and proper data practices.

### **Hardware**

Computers and other electronic hardware are very expensive and should be properly maintained to prolong their life. Users of information technology resources should follow these measures to maintain hardware:

- Whenever possible, secure rooms in which computer equipment is located.
- In public or other highly accessible areas, computing resources should be secured or otherwise monitored to deter and prevent theft.
- A separate electrical outlet should be used for each computer.
- Locate computer hardware away from windows.
- Food and drink should be consumed and stored away from computer hardware.
- Keep computer hardware free of dust and dirt.
- Use anti-static sprays, carpets, and mouse pads to minimize static electricity.
- Report hardware issues to the Help Desk as soon as they are detected.

### **Email**

Employees are expected to conduct County business using the email accounts provided to them rather than their personal accounts.

Email is intended to facilitate effective communication. Email correspondence and communication should reflect appropriate workplace conduct and enhance employee performance. Messages stored on the County’s computer network are the property of the County and may be accessed by authorized personnel to monitor workplace efficiency and productivity.

Employees do not have a right to privacy with respect to email messages.

Email messages should not be used for personal gain, partisan political activity, the harassment of others, or any illegal activity. Users should also avoid sending and receiving or opening email that could be construed as scandalous, defamatory, libelous, sexually explicit, obscene, or in violation of intellectual property rights such as copyrights and trademarks. Users may not send email messages with the sender's identity forged or send email anonymously.

All email should be viewed as being written under County letterhead. Employees should refrain from discussing topics or conveying opinions that they would not put in written form or share with a wider audience. Keep in mind that public record laws generally apply to electronic transmissions in the same manner as they would to paper correspondence.

The County will not add personal email addresses to network distribution lists. It is up to the department to ensure delivery to such recipients.

### **Email Storage and Retention**

As part of the County's ongoing commitment to ensure full compliance with the state's public records law, the County implemented a new email archival system on June 28, 2006. All email activity in the employee's County email account from this date forward is being archived for a standard period of seven (7) years, unless otherwise governed by the County's record retention ordinance.

Items Archived: Inbox (email from both Internet and internally, including all attachments)

Items Not Archived: Calendar, Contacts, Drafts, Journal, Notes, Any Personal Folders, Tasks

Since this includes ALL messages, employees may want to notify their friends and family that any email they send you will be archived and kept for seven (7) years. Deleting messages and "emptying the trash" will not keep these messages from being archived.

### **Internet**

Internet access is provided to employees to use as a resource to perform their jobs more effectively and efficiently and as such, may be monitored by authorized personnel.

Permissible uses of the internet at the County include:

- disseminating information to the public;
- improving communications with the public;
- maintaining currency on professional standards, regulations, and training; and
- conducting research and analysis for work related projects.

Non-permissible uses of the internet at the County include:

- accessing web sites that are not work related;
- accessing a web site where a fee is charged without the explicit consent of an employee's supervisor or a department head;
- accessing or distributing sexually explicit, pornographic or other indecent or obscene material;
- streaming audio or video (including but not limited to Pandora and Netflix) that is not work related; or
- violating copyright and trademark laws and regulations.

### **Web Page Maintenance**

The accuracy and currency of information is critical to the utility of the Sheboygan County website. Departments should keep their webpages updated and review them on a regular basis. The Information Technology Department will assist departments with more complex or major page changes.

### **Telephone**

Employees are provided access to telephones for work-related communication. Occasional and limited personal use is acceptable, particularly in the case of emergencies, but it should not, in any way, affect work performance or service to the public.

- Employees shall not use County telephones for personal monetary gain.
- Employees should never make personal long distance phone calls that are charged to the County.

### **Cellular Telephones and other Mobile Devices**

Some County employees' responsibilities may require them to carry a cellphone. So they do not have to carry a second cellphone for personal use, that employee's department head may approve the issuance of a County phone for both official and personal use. All expenses incurred due to the employee's personal use will be reimbursed to the County.

Employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use are expected to refrain from using their phone while driving. Safety must come before all other concerns. Following additional safety rules:

- Regardless of the circumstances, including slow or stopped traffic, employees are required to pull off to the side of the road and safety stop the vehicle before placing or accepting a call.
- Ask a passenger to place or take a call, or let calls go into voice mail.
- Wait until you are stopped to make a call.
- Never take notes or look up phone numbers while driving.
- Never engage in texting or emailing while driving.

Any employee using a County cellular telephone or other mobile device capable of

voice or data transmission (e.g. iPad) must sign a Cellular Telephone Usage Agreement, which must also be approved by the employee's department head, or by the County Administrator. The Cellular Telephone Usage Agreement will specify whether the device will be used strictly for County business or whether any personal use will be allowed.

If the Usage Agreement specifies the device be used strictly for County business, monthly logs will be provided to the employee's direct supervisor, manager or department head. An employee who uses a device for personal use must reimburse the County for any personal use and may also be subjected to disciplinary action.

If the Usage Agreement provides for personal use, the employee will provide a good faith estimate of the personal use as opposed to County business. This estimate will be reviewed at least annually and may be revised from time to time as needed. The Agreement will also provide for a payment through payroll deduction by the employee to the County, based on the good faith estimate.

If charges for personal use incurred for any quarter are substantially higher than the good faith estimate (approximately 20% or more), the employee will reimburse the cost of the excess personal use for that quarter, and the estimate will be revised for future use.

Use of a County telecommunications device remains subject to all of the privacy expectations described elsewhere in this policy, and employees are reminded that data resulting from both personal and County uses of the device, including call records, data transmission records, voice mail, and texts, may all be considered public records subject to possible disclosure, and are all available for review by management at any time.

Nothing in this policy or in the Cellular Telephone Usage Agreement should be construed to permit an employee to conduct any personal business on County time. No use of any County communications device for a for-profit business of any type will be permitted even if personal use is allowed under this policy. Violation of either of these provisions may subject an employee to disciplinary action.

This policy provides only for reimbursement to the County for non-County uses of equipment. No reimbursement will be provided to employees for use of employee-owned telecommunications equipment for County purposes.

To ensure the security and integrity of County data, all County issued cellphones and mobile devices must be protected with a passcode. If a County issued cellphone or mobile device is lost or stolen, its owner should immediately contact the Help Desk to report the loss.

An employee who possesses a County-owned cellular telephone or other electronic device will return the device to the person designated before leaving County employment for any reason.

### **Personal Use of Social Media**

Any creation or use of County-sponsored social media must comply with the Sheboygan County Social Media Policy.

If an employee identifies himself or herself as a County employee through use of social media on a personal level, the employee's profile and any related content should be consistent with how the employee wishes to present himself or herself to colleagues, supervisors, and the public.

Employees may not use their Sheboygan County email address for their login to their personal social media profiles, unless approved by the department head and the Information Technology [Director](#).

Employees shall not use Sheboygan County logos, marks, or insignia on personal social media.

### **Personal Cell Phones**

While at work, employees are to exercise the same discretion in using personal cellular phones as they do for company phones. Excessive personal calls, texts and emails during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. The County encourages a reasonable standard of limiting personal calls during work time. Employees are therefore asked to make personal calls on non-work time when possible and to ensure that friends and family members are aware of this policy. Flexibility will be provided in circumstances demanding immediate attention. The County will not be liable for loss of personal cellular phones brought into the workplace.

## Policy C-4 Washburn County Board Supervisor iPad Policy

### Purpose

To enhance access to information necessary to make informed decisions and to achieve operational efficiencies Washburn County will provide committee information in electronic format. Washburn County will provide members of the county board electronic tablet devices to retrieve and view this information.

### Guidelines

The Information Technology Department will procure tablet devices and all accessories.

The tablet devices are the property of Washburn County. At the end of a County Board Supervisor's tenure, the device shall be returned to the Washburn County Information Technology Department within 10 days or be billed for the replacement cost.

The cosmetic care of the tablet device is the sole responsibility of the user. Damages due to misuse or negligence will be the responsibility of the individual County Board Supervisor.

The tablet device will come preloaded with core applications which will be owned by Washburn County and be centrally managed by the Information Technology Department.

In the event the device is lost, stolen, or damaged the County Board Supervisor shall notify the Information Technology Department immediately (715-468-4660). The Information Technology Department shall take appropriate measures to protect sensitive and confidential information.

Washburn County reserves the right to clear data and/or personal applications on any county owned device that is lost, stolen, or not functioning properly.

Washburn County is not responsible for loss of personal information while in the process of providing maintenance and upgrades to the devices operating system or applications.

Training shall be provided to County Board Supervisors initially and as needed or requested.

County Board members who chose not to accept a tablet device shall be responsible for reproducing county information as hard copies will no longer be distributed. County Board members can choose to use their personal devices.

Washburn County iPad Acknowledgement of Receipt

- Tablet devices are provided by Washburn County and are intended for county business.
- Tablet devices remain the property of Washburn County and will be returned at the end of the Supervisor's tenure with the county.
- Core applications will be centrally managed and owned by Washburn County.
- Upgrades to the tablet device operating system and core applications may affect any personal information that is stored on that device.
- Washburn County reserves the right to clear any device that is lost, stolen, or not functioning properly.
- Personal information is allowed but backup is the responsibility of the individual user.
- Any personal information stored on the tablet device is subject to open records requests and as a result may be made available to the public.

Supervisor Name: \_\_\_\_\_ District: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# WINNEBAGO COUNTY

## COMPUTER USE POLICY

The computer system belonging to Winnebago County is to be used for business purposes only. Any employee who has access to the Winnebago County computer system must abide by state and federal laws, administrative directives and department policies and work rules regarding the use of Winnebago County computer systems.

Any employee who has access to the Internet via the Winnebago County computer system is advised that any and all Internet activity may be monitored, recorded, and reviewed and that he/she is responsible for all Internet activity that occurs under his/her logon credentials. All documents and e-mail communications produced on any computer owned by Winnebago County may, by definition, be public records and subject to public and media access in accordance with the terms of the Wisconsin Open Records Law.

Winnebago County e-mail is accessible from the Internet (Web Outlook). Access will be setup on an individual basis if required by your job duties and recommended by your Department Head. Protected login credentials are crucial in the security of both your individual e-mail and general access to the Winnebago County network. For hourly employees, any time spent using Web Outlook outside regular work hours is not compensable unless pre-approved by your Department Head.

## CONFIDENTIALITY POLICY

Winnebago County maintains a policy of strict confidentiality regarding all business activity and records except for business activity that has been properly designated as public business or records that have been properly designated as public records.

Communication of personal information regarding any County business (whether it be patient, client, staff, associate or other person having dealings with Winnebago County) must be regarded as confidential unless duly authorized as public information. Any records, including but not limited to such things as a patient's medical records, employee medical records, family histories, disease or illness, ongoing investigations or juvenile court records must **NEVER** be communicated to unauthorized persons or to persons who may be authorized to have access to such information but who have no need to know such information in the course of their present duties. (Any questions or concerns regarding the release or sharing of confidential information with another person, should be presented to and resolved by the employee's supervisor prior to the release or sharing of such information.)

Information regarding the practice, policies, types of cases, internal problems, etc., should not be discussed with other employees, family members, personnel of other organizations, news media, or the general public except by those individuals who are directed to communicate such information at the appropriate times. (This includes information that may be discovered by an employee who is not normally responsible for dealing with such information as part of his/her assigned job duties.)

## VIOLATIONS OF THESE POLICIES

Violation of these policies may result in disciplinary action, up to and including dismissal from County employment and could also result in various legal actions. Any employee who has any question or concern regarding any aspect of these policies or his/her responsibilities under them is to bring such question and/or concern to the attention of his/her immediate management supervisor on a timely basis.

## CERTIFICATION

I have read and understand the Winnebago County policies contained herein regarding **computer use** and **confidentiality** and I agree to abide by these policies.

Printed Name

Signature

Date

> > This form must be received by Information Systems to complete the account setup < <

**For Department Head Only – Sign below ONLY IF THIS EMPLOYEE should have Web Outlook**



I authorize Web Outlook access for the user listed above.

Department Head Signature

---

## SALE, DISPOSAL OR TRANSFER OF COUNTY PROPERTY

NUMBER: P060  
EFFECTIVE: May 31, 2005

REPLACES: NA  
DATED: NA

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**PURPOSE:** Establish procedures for departments to use for the proper sale, disposal or transfer to another department of surplus or obsolete County property.

**DEFINITIONS:**

**Surplus property** – can be any property in a County department that is no longer of use to that department.

**Obsolete property** - Can be any property owned by the County no longer needed for County use.

**Transfer** – Any transfer of County property from one County department to another.

**POLICY:** Winnebago County recognizes that obsolete property acquired with taxpayer dollars ought, as a right to be offered to that electorate in open competition when such property is disposed. As such, all County obsolete property will be disposed of by one of the following methods; 1) Consignment for sale 2) Online auction or 3) Advertisement and sale.

A disposal of County assets may only be made with the permission of the Purchasing Agent. If a disposal of assets is determined by the Purchasing Agent to be in the best interest of Winnebago County, the Purchasing Agent shall determine the manner of disposal.

No obsolete/surplus assets may be sold, traded-in, or transferred without prior notification of the Finance Director, in order that all fixed asset and other reporting requirements may be met.

No County assets shall be sold to any County employee or official outside the procedures outlined above. Employees must be mindful that transactions among County employees or officials may lend the appearance of unethical practice.

**PROCEDURE:** The following procedures will be followed for disposals under all three methods.

1. A Surplus Property Disposal Form should be completed and sent to the Purchasing Agent as soon as an item is determined to be obsolete property. The form can be found on the Intranet under Purchasing Forms or follow this link: [..\Purchasing Forms\Surplus Property Disposal Form.xls](#).
2. Included in the description of the item, should be any pertinent information such as age, model #, size (measurements), and anything else that a buyer would find helpful.
3. Transfers of assets between departments will be accomplished through an online auction site. See the procedures for transfer of assets on the following page.
4. Consult the Purchasing Agent if you have items that logically would be considered scrap or junk. If agreed, the items will be disposed of right away. A work order must be submitted to the Facilities & Property Management Dept. to dispose of any large items.
5. Please hold onto the items until contacted by the Purchasing Agent.
6. If you cannot store items in your department until the time of the sale, indicate this on your Surplus Property Disposal Form. Purchasing will arrange for the Facilities & Property Management Dept. to transport the items to a storage facility by submitting a work order.
7. If items are not sold, the Purchasing dept. will determine the method of disposal. See next page for policy on items that may contain hazardous materials.

---

**TRANSFERS:** Surplus items will be offered to all departments before being offered for sale to the general public. These items will be listed on the [publicsurplus.com](http://publicsurplus.com) website for 7 days before they are offered to the public. To view and acquire these items follow the following steps:

- 1) Go to <http://www.publicsurplus.com/sms/winnebago/wi/register/internal>
- 2) The first time you use this site you will have to register as a user. Enter this registration code **FIRM 16 OLD 58**. Then select a user name & password. Read the user agreement and click on "I agree". Your account is now active.
- 3) On future visits to the site, select LOGIN at the top of the page and use the user name & password you set up.  
  
To be notified of all Winnebago County auctions:
  - After you log in go to **My Stuff**
  - Choose **Profile**
  - Pick **Interest List** from the choice on the left-hand side of the screen
  - Select the categories from the list you want to receive notification on (for all categories, hold down the shift key as you scroll down the list) then click Add
  - Pick the Region of Wisconsin (you will also get notification of some other WI Cities and Counties this way. Their items are not available for free.
  - Save-Now you will be automatically notified about new items
- 4) You can view and "bid on" items very similar to the way you would on Ebay. There is no cost associated with the items so the first department to place a bid will win the item.
- 5) You will receive an email notifying you that you are the successful bidder. When you receive this message, contact Purchasing to arrange pick up of your item.
- 6) It will be expected that the "winning bidder" will pick up the items from the pickup location in the item listing. For very large items, a work order may be sent to Facilities requesting their assistance in transporting the item(s).
- 7) The items will be available to departments for 7 days at which time if there are no bids they will be offered to the general public and sold to the highest bidder.

**PLEASE NOTE!** This procedure is to be used **ONLY** to acquire items for use in your department. If you are interested in items for personal use, you can register as a bidder by going to [www.publicsurplus.com](http://www.publicsurplus.com). Click on REGISTER and fill in the information requested using your **PERSONAL** information.

**DISPOSAL OF HAZARDOUS ITEMS:** Items containing materials that may be considered hazardous that are not sold will have to be disposed of in the proper manner. This includes items such as microwaves, refrigerators, computer monitors, tires, batteries, and many others.

If there are fees associated with the disposal of these items, it will be the responsibility of the Department to cover these fees. The Facilities Department will be able to transport the items, unless a transportation permit is required, but will not cover the disposal fees.

#### **REVENUE FROM SURPLUS**

For individual items over \$1000, the revenue will go back to the dept.

For "bulk sales" over \$5000, the revenue will go back to the dept.  
All other revenue from sales goes back to the general fund under misc. & unclassified.

## Board Rule—County-Issued Electronic Device Usage

1. All Current Electronic Devices [hereafter: “devices”] are the property of Winnebago County.
2. Unless specifically exempt, information stored, saved, or maintained on a county device is considered public information and is therefore subject to public disclosure laws. The user of the device will be the custodian of the stored information and must take reasonable steps to maintain and preserve the stored information. Devices shall be password protected.
3. Each device shall be numbered according to Supervisor District numbers to ensure that the device is consistently provided to and used by the same user.
4. All electronic data, communications, and information—including information transmitted or stored on the electronic systems of the County, remain the property of Winnebago County.
5. As part of the device setup, Information Services shall provide a password to the user. This password should be changed when the device is delivered. Passwords should not be shared or posted.
6. Users shall be expected to take reasonable precautions to protect from damage, theft, or destruction any device assigned to them.
7. Any suspected breach of security, damage, destruction, or theft of any device owned by Winnebago County shall be reported to Information Services Department as soon as possible. Information Services shall determine the extent of damage and provide an estimate to repair or replace the device. The user's department or area of responsibility will be requested to cover the cost of repair or replacement of the device.
8. Devices are provided to the County Board of Supervisors to establish a secure, reliable, maintainable, and portable method of communicating information.
9. Information Services will create an appropriate account (**without credit card information**) using the County Board address.
10. All devices are assigned to County Board Supervisors for their term of office and remain the property of Winnebago County and shall be surrendered to the Information Services Department upon termination of such Supervisor's office or upon a request by the County Board Chairperson. The device will be reset to factory defaults resulting in all installed applications and existing information—personal or work-related—being deleted.
11. Information pertaining to scheduled meetings (i.e. meeting packets) will be transmitted to the County Board Supervisor's District email account.
12. It is the intent that electronic meeting packets will replace paper materials.
13. All provisions of the “Rules of Order of the Winnebago County Board of Supervisors Appropriate Use of Technology During Board and Committee Meetings” will be adhered to.
14. The County Board Supervisor is the custodian of his or her records. As such, he or she is responsible for maintaining copies of said records.
15. Should a County Board Supervisor choose to utilize a personally-owned device in place of a County-issued device, the Supervisor shall follow Winnebago County's BYOD (“Bring Your Own Device”) use procedures.

2

3 **RESOLUTION: RESOLUTION AUTHORIZING THE BORROWING OF NOT TO EXCEED \$9,900,000;**  
4 **AND AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION PROMISSORY**  
5 **NOTES THEREFOR**

6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, the County Board of Supervisors of Winnebago County, Wisconsin (the "County") hereby finds  
8 and determines that it is necessary, desirable and in the best interest of the County to raise funds for the public  
9 purpose of paying the cost of constructing, remodeling, demolishing and improving roads, highways, buildings, parks  
10 and sites including projects at the University of Wisconsin Oshkosh-Fox Cities campus and acquiring land,  
11 furnishings, fixtures and equipment (collectively, the "Project"), and there are insufficient funds on hand to pay said  
12 costs; and

13 **WHEREAS**, the County Board of Supervisors hereby finds and determines that the Project is within the  
14 County's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b) of  
15 the Wisconsin Statutes; and

16 **WHEREAS**, counties are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to  
17 borrow money and to issue general obligation promissory notes for such public purposes; and

18 **WHEREAS**, the County Board of Supervisors of the County hereby finds and determines that general  
19 obligation promissory notes in the aggregate amount of not to exceed \$9,900,000 should be issued, and it is now  
20 necessary and desirable to authorize their issuance and sale.

21

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

23 Section 1. Authorization of the Notes. For the purpose of paying costs of the Project, there shall be  
24 borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, a principal sum of not to exceed NINE MILLION  
25 NINE HUNDRED THOUSAND DOLLARS (\$9,900,000).

26 Section 2. Sale of the Notes. To evidence such indebtedness, the Chairperson and County Clerk are  
27 hereby authorized, empowered and directed to make, execute, issue and sell, on behalf of and in the name of the  
28 County, general obligation promissory notes aggregating a principal amount not to exceed NINE MILLION NINE  
29 HUNDRED THOUSAND DOLLARS (\$9,900,000) (the "Notes"). The sale of the Notes shall be negotiated with  
30 Robert W. Baird & Co. Incorporated ("Baird"), and the terms of the Notes, including the dating, interest rates, maturity  
31 schedule and other details with respect to the Notes, shall be subject to approval by subsequent resolution of the  
32 County Board of Supervisors. There be and there hereby is levied on all the taxable property in the County a direct,  
33 annual tax in such years and in such amounts as are sufficient to pay when due the principal and interest on the  
34 Notes.

35 Section 3. Official Statement. The County Clerk shall cause an Official Statement concerning the Notes to  
36 be prepared by Baird. The appropriate County officials shall determine when the Official Statement is final for  
37 purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification  
38 to constitute full authorization of such Official Statement under this Resolution.

39



1 267-092023

2 **RESOLUTION: Approve the Land & Water Conservation Department Spirit Fund Program Policy**  
3 **Plan**

4 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

5 **WHEREAS**, the County Board has appropriated Funds in the Amount of \$3,030,300 for Land and Water  
6 Conservation Projects administered by the Land and Water Conservation Department (LWCD) through Resolution  
7 No. 202-032023; and

8 **WHEREAS**, Resolution Number 202-032023 required that a Spirit Fund Program (SFP) Policy Plan be  
9 established by the Land Conservation Committee (LCC) with guidance and expertise together with administrative  
10 responsibilities assigned to the LWCD; and

11 **WHEREAS**, the LCC with the guidance and expertise of the LWCD, completed the SFP Policy Plan as  
12 required under County Board Rule 24.11, Wis Stats. 92.06 and 92.07 and Resolution No. 202-032023; and

13 **WHEREAS**, the funds are to be used to support Best Management Practices (BMPs) and specific LCC  
14 approved programs that protect surface water and groundwater, reduce soil erosion, and educate or demonstrate the  
15 importance of resource protection; and

16 **WHEREAS**, the LCC may amend the SFP Policy Plan specific to conservation practices if needed; cost-  
17 share percentages may only be amended by the County Board; and

18 **WHEREAS**, the SFP Policy Plan does not replace any of the existing cost-share programs in the LWCD; and

19 **WHEREAS**, the timeline to expend the SFP Funds on conservation projects in the LWCD will be no greater  
20 than 15 years.

21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it approves  
22 the Land & Water Conservation Department Spirit Fund Program Policy Plan.

23 *Fiscal Note: \$3,030,300 has previously been allocated from the Spirit Fund for this purpose.*

24

25 Respectfully submitted by:

26 **LAND CONSERVATION COMMITTEE**

27 Committee Vote: **6-0**

28

29 Vote Required for Passage: Majority of Members Present

30

31 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

32

33

34

35

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: 8/25/23

FROM: Chad Casper, Director of Land & Water Conservation

RE: Resolution: Approve the Land & Water Conservation Department Spirit Fund Program Policy Plan

## **General Description:**

The County Board has appropriated Spirit Funds in the amount of \$3,030,300 for Land and Water Conservation Projects administered by the Land and Water Conservation Department (LWCD) through Resolution No. 202-032023 This Resolution requires that a policy plan be established by the Land Conservation Committee (LCC) with the guidance and expertise of the LWCD.

## **Action Requested:**

To approve the Resolution: Approve the Land & Water Conservation Department Spirit Fund Program Policy Plan

## **Procedural Steps:**

Committee of Jurisdiction: Land Conservation Meeting date: 9/7/23  
Action taken: Approved Vote: 6-0

County Board Meeting date: 9/19/23

## **Background:**

The Winnebago County Board of Supervisors approved the appropriation (Resolution - 202-032023) of \$3,030,300 from the Spirit Fund for the LWCD to implement conservation efforts to include but not be limited to Harvestable Buffer Programs, Soil Health Programs, Wetland Development and Restoration, Waterway Systems, Barnyard Runoff Control Systems, Manure Storage Closures, Off-Shore Breakwaters, Shoreline Habitat Restoration, Well Abandonments, Rain Gardens, and Management Plans. A policy plan shall be established by the LCC.

## **Policy Discussion:**

The policy plan shall be established by the LCC which shall contain or comply with the following:

- (1) A timeframe to expend the funds
- (2) Conservation practices and the estimated amounts within each practice
- (3) All practices shall consist of a cost-share of which the county share paid may not exceed 90%
- (4) All practices shall be tracked for success and subsequently reported to the LCC
- (5) These funds may be used as a local match to secure other grant funding
- (6) The LWCD shall comply with all requests of county administration and Spirit Fund reporting requirements including a dashboard or other reporting mechanism on the county website

These funds will be used on legacy projects with the primary focus of improving water quality in Winnebago County, ensuring future generations benefit from these investments.

## **Attachments:**

Resolution: Approve the Land & Water Conservation Department Spirit Fund Program Policy Plan



**Winnebago County**

*Land & Water Conservation Department*

SOIL HEALTH



STRUCTURAL BEST MANAGEMENT PRACTICE (BMP)



CONSERVATION BUFFER



**SUPPORTING DOCUMENTS**

**Current  
as of:  
09/2023**

**LWCD  
SPIRIT FUND  
PROGRAM**

**POLICY PLAN**

**Working to PROTECT, RESTORE and SUSTAIN  
the Natural Resources of Winnebago County.**

# Spirit Fund Program Policy Plan

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SEPTEMBER 2023

**PREPARED BY:**

**Winnebago County Land & Water Conservation Department**

Chad Casper, Director

Jody Bezio, Administrative Associate

Alix Bjorklund-Patil, Conservation Technician

Emily Dufeck, Watershed Specialist

Brandon Flenz, Conservation Technician

Melanie Leet, Resource Conservationist

Andrew Maracini, GIS Specialist

Sheila Smith, Agronomist

**PREPARED UNDER THE JURISDICTION OF:**

**Winnebago County Land Conservation Committee**

Chuck Farrey, Chair

Julie Gordon, Vice Chair

Katherine Horan, Secretary

Bruce Bohn, Citizen Member

Doug Nelson, County Board Member

Daniel Stokes, Citizen Member

Doug Zellmer, County Board Member



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## WINNEBAGO COUNTY LWCD SPIRIT FUND PROGRAM

# SUMMARY & GUIDELINES

The Winnebago County Land & Water Conservation Department (LWCD) Spirit Fund Program (SFP) was created with the approval of Resolution 202-032023: *Appropriating Funds in the Amount of \$3,030,300 for Land and Water Conservation Projects administered by the Land and Water Conservation Department (LWCD).*

*A policy plan shall be established by the Land Conservation Committee (LCC) which shall contain or comply with the following:*

- (1) A timeframe to expend the funds*
- (2) Conservation practices and the estimated amounts within each practice*
- (3) All practices shall consist of a cost-share of which the county share paid may not exceed 90%*
- (4) All practices shall be tracked for success and subsequently reported to the LCC*
- (5) These funds may be used as a local match to secure other grant funding*
- (6) The LWCD shall comply with all requests of county administration and Spirit Fund reporting requirements including a dashboard or other reporting mechanism on the county website*

The following are guidelines for administering the LWCD SFP:

- The SFP is under the jurisdiction of the LCC with administrative responsibilities assigned to the LWCD.
- Funds are to be used to support Best Management Practices (BMPs) and specific LCC approved programs that protect surface water and groundwater, reduce soil erosion, and educate and/or demonstrate the importance of resource protection.
- Allocation of funds to an individual project is determined by the LWCD and approved by the LCC.

- Upon final County Board approval, the timeline to expend the Spirit Funds on conservation projects in the LWCD will be no more than 15 years.
- The LCC shall receive an annual report from the LWCD Director and the LCC may amend the SFP Policy Plan if needed specific to conservation practices. Cost-share percentages can only be amended by the County Board.
- The SFP does not replace any of the existing cost-share programs in the LWCD.
- The LWCD Water Quality Improvement Program (WQIP) & Soil & Water Resource Management (SWRM) Grant Program will be the first priority when allocating funds for conservation projects.
- The SFP funds can be used to supplement other cost-share programs in the LWCD to achieve the SFP approved cost-share rates.
- No combination of County program funds can exceed 90% cost-sharing.
- Below are the estimated conservation practice amounts for implementation of the SFP:
  - Structural BMP Program: \$1,900,000
  - Soil Health Program: \$830,300
  - Conservation Buffer Program: \$300,000



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## CONSERVATION PROJECT PROCEDURES

The following procedures are to be followed when it has been determined that a site is eligible for project cost-share assistance, according to the SFP criteria:

1. Applicant completes and signs a LWCD Cost-Share Application and returns it to the LWCD.
2. The lead staff person routes the completed application to the LWCD Director for review and signature.
3. Earnest Payment is collected if required.
4. Project goes through complete plan, design, and design approval procedures. Note: A “Cultural Resource Assessment” may be required in advance of project construction. The landowner must sign the cover page agreeing with the project design along with signing the Operation and Maintenance Agreement (O&M).
5. The LWCD coordinates all permit applications that are applicable to the project. This means submittal of standardized information components (see Request for Proposal [RFP] Procedures). **Note: it is the responsibility of the landowner, not the LWCD, to post any fees and/or any public notices related to the permits.**
6. Once all permits are secured, or waived, the LWCD lead staff person assures the project design is finalized and sends out the RFP to the contractors. (See the RFP Procedures). The RFP procedures apply only to structural practices.
7. The lead staff person prepares a project **Cost-Share Agreement (CSA)** and has it signed by all required parties. The CSA is submitted to the LCC for approval. The lead staff person also completes a CSA Amendment form as needed and submits it for LCC approval.
8. The project installation is to start only after all applicable permits have been secured and the CSA has been approved. Note: Project layout (staking) and pre-construction meeting with the contractor and the cost-share recipient/landowner must occur before construction/project installation begins.
9. Upon completion of the project, the lead staff person will route the original LCC approved CSA and additional documents to the Register of Deeds (ROD) for recording (conservation buffers and structural practices only). *Note: Recording of the CSA is to be done after the project is completed unless additional funding source requirements dictate pre-construction recording. CSAs for structural practices with a total cost less than \$1,000.00 do not require recording unless deemed necessary by staff based on the project’s significance. The original copy of the recorded CSA is placed in the main program file, one copy is placed in the Cost-Share Recipient’s/Landowner’s file folder and one copy is given to the Cost-Share Recipient/Landowner.*

10. After the lead staff person verifies and signs that project installation is completed in accordance with the approved design, staff then:
  - a) Complete a **Cost-Share Calculation and Practice Verification** form.
  - b) Complete an **Earnest Fee refund document**.
  - c) Provide a **Contractor/Supplier Payment Certification** form to the contractor for signature. The contractor signs this form and returns it to the LWCD. Cost-Share payments will not be processed until this form has been signed and returned by the contractor (for structural practices only).
11. Lead staff person submits the signed Cost-Share Calculation and Practice Verification and Contractor/Supplier Payment Certification sheets to the LWCD Director for approval and processing of a Cost-Share voucher for check payment to the recipient(s) named on the Cost-Share Agreement. Payment voucher is forwarded to County Finance Dept. Note: Should a CSA Amendment be necessary, it must be LCC approved in advance of submitting any payment documents.
12. Upon receipt of the voucher from the LWCD, the County Finance Dept. processes the cost-share payment and earnest fee checks and returns them to the LWCD for recording and delivery (by hand or mail) to the Cost-Share Recipient/Landowner.



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## REQUEST FOR PROPOSAL (RFP) PROCEDURES

The LWCD may base cost-sharing on typical or maximum acceptable costs for the conservation practice even if the actual costs are higher. The LWCD may estimate typical costs per completed practice or per unit of labor or materials. The LWCD may use its own experience or information obtained from other sources to estimate typical costs or to determine acceptable costs for the project.

### **Projects estimated by the LWCD to cost less than \$5,000:**

- A minimum of one or more proposals from contractors are required.
- The LWCD may provide RFPs to selected contractors utilizing all available methods. RFPs will provide the project location, plans of the proposed project, the submittal deadline and specified information and location for return of the proposal.
- Contractors may return their proposals for the project to the LWCD by hand delivery, electronically, by FAX, by USPS or private courier. The contractor is responsible to verify that LWCD received their proposal. Any proposals received after the deadline will not be considered.
- Upon receipt of the proposal, LWCD personnel will write their name, the time and date received on the proposal and place it in the assigned project folder located in a designated secured cabinet. Proposals will be reviewed after the submittal deadline and a summary of the proposals will be provided to those that submitted.
- Proposals exceeding the estimated project cost by more than \$500 may not be considered, however if all proposals submitted exceed the estimated project cost by more than \$500, the lowest proposal may be considered following an LWCD review of the project. If only one proposal is submitted and it exceeds the estimated project cost by more than \$500, a second proposal is required.
- The amount of the cost-sharing is based on the lowest qualified proposal.

### **Projects estimated by the LWCD to cost between \$5,000- \$24,999:**

- The LWCD, to the best of its ability, will show the proposed project site to all prospective proposal submitters on the same day and at the same time.
- The LWCD will attempt to acquire a minimum of two or more proposals from contractors.
- The LWCD may provide RFPs to selected contractors utilizing all available methods. A minimum of eight RFPs shall be sent. RFPs will provide the project location, plans of the proposed project, the submittal deadline and specified information and location for return of the proposal.
- Contractors may return their proposals for the project to the LWCD by hand delivery, electronically, by FAX, by USPS or private courier. The contractor is responsible to verify that the LWCD received their proposal. Any proposals received after the deadline will not be considered.

- Upon receipt of the proposal, LWCD personnel will write their name, the time and date received on the proposal and place it in the assigned project folder located in a designated secured cabinet. Proposals will be reviewed after the submittal deadline and a summary of the proposals will be provided to those that submitted.
- The amount of the cost-sharing is based on the lowest qualified proposal.
- The landowner may select a higher contractor proposal only if the landowner agrees to pay the difference.
- The landowner may not select a contractor who did not submit a proposal.

**Projects estimated by the LWCD to cost \$25,000 or more:**

- The LWCD, to the best of its ability, will show the proposed project site to all prospective proposal submitters on the same day and at the same time.
- The LWCD will attempt to acquire a minimum of three or more proposals from contractors.
- The LWCD may provide RFPs to selected contractors utilizing all available methods. A minimum of eight RFPs shall be sent. RFPs will provide the project location, plans of the proposed project, the submittal deadline and specified information and location for return of the proposal.
- All proposals must be returned to the LWCD in a sealed envelope with the words “Sealed Proposal,” clearly printed on the front. The contractor is responsible to verify that the LWCD received their proposal. Any proposals received after the deadline will not be considered.
- Upon receipt of the proposal, LWCD personnel will write their name, the time and date received on the proposal and place it in the assigned project folder located in a designated secured cabinet. Proposals will be reviewed after the submittal deadline and a summary of the proposals will be provided to those that submitted.
- The amount of the cost-sharing is based on the lowest qualified proposal.
- The landowner may select a higher proposal contractor only if the landowner agrees to pay the difference.
- The landowner may not select a contractor who did not submit a proposal.



WINNEBAGO COUNTY LWCD  
SPIRIT FUND PROGRAM

## STRUCTURAL BEST MANAGEMENT PRACTICE

*A Structural BMP is a conservation practice determined by the LWCD to prevent or reduce runoff pollutants to surface water and groundwater.*

The following are guidelines for cost-sharing structural BMP projects through the SFP:

- Structural BMP eligibility shall be determined by the LWCD staff.
- The Spirit Fund Program will cost-share eligible individual structural BMPs up to 90% of the actual project cost.
- Cost-sharing for each individual structural BMP will have a maximum cap of \$50,000 annually.
- The maximum cost-share cap may be exceeded with the preapproval of the LCC.
- The landowner/operator shall install and maintain the structural BMPs for a minimum of ten years in accordance with the associated Cost-Share Agreement and Operation & Maintenance Plan.
- All BMPs must follow the guidelines above except for the list below whose criteria is specified in the subsequent pages:
  - Rain Gardens
  - Shoreline Habitat Restoration for Developed Sites (SHRUB)
  - Well Abandonment
  - Wetland Scrapes
  - Livestock Waste Storage Facility
  - Demonstration Projects





*A **rain garden** is a topographic depression planted with native plants designed to capture and temporarily store stormwater runoff until it infiltrates into the soil.*

The following are guidelines for cost-sharing rain garden projects through the SFP:

- Rain garden site eligibility shall be determined by the LWCD staff.
- The SFP will provide up to 90% of the initial cost to establish one rain garden for any given landowner.
- Cost-sharing for each individual rain garden project will have a cap of \$1,000.
- The landowner shall install and maintain the rain garden for a minimum of ten years in accordance with the associated Cost-Share Agreement and Operation & Maintenance Plan.





*Shoreline habitat restoration for developed areas (SHRUB) is the establishment in developed areas of a shoreline buffer zone of diverse native vegetation that extends inland and waterward from the ordinary high water mark. The shoreline habitat restoration design seeks to restore the functions provided by the original natural vegetation and includes a mixture of native trees, shrubs, ground cover and/or wetland species.*

The following are guidelines for cost-sharing SHRUB projects through the SFP:

- Site eligibility shall be determined by the LWCD staff in accordance with established criteria and applicable technical standards.
- The SHRUB must have a minimum width of 20 to 35 feet landward, as determined by the LWCD, to be eligible for the cost-sharing. A landowner can establish the SHRUB wider than 35 feet but the additional area is not eligible for cost-sharing.
- The SFP will provide up to 90% of the initial cost to establish the SHRUB.
- Cost-sharing for each individual SHRUB will have a cap of \$5,400.
- The maximum cost-share cap may be exceeded with the preapproval of the LCC.
- The landowner shall maintain the SHRUB for a minimum of ten years in accordance with the associated Cost-Share Agreement and Operation & Maintenance Plan.





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## STRUCTURAL BMP • WELL ABANDONMENT

*A well abandonment is the proper closing of abandoned or unused wells to address the risk of having contaminants entering into them and polluting the groundwater.*

The following are guidelines for cost-sharing well abandonment projects through the SFP:

- The well must be privately owned and cannot be a municipal, public or commercial property well.
- The private well must be located in Winnebago County.
- This is a voluntary program for well owners to receive either 50% or 90% of the cost to properly abandon a well depending on the resource concern.
- Well abandonment projects will be ranked as a high or low resource concern and cost-shared as follows:
  - **High resource concern** - A well located in an area with a high to moderate potential to allow pollutant loading into the groundwater as determined by LWCD staff shall be deemed a high resource concern well.

High resource concern wells are eligible for up to 90% cost-sharing.

- **Low resource concern** - A well located in an area with a low potential to allow pollutant loading into the groundwater as determined by LWCD staff shall be deemed a low resource concern well.

Low resource concern wells are eligible for up to 50% cost-sharing up to a maximum of \$1,000.

### Well Abandonment Cost-Share Process

- The well owner applies for cost-sharing from the LWCD.
- The well owner submits a cost estimate from a Licensed Well Driller or Pump Installer for their well abandonment project. (**Note: If the first estimate exceeds \$500.00, a second estimate is required.**)
- The LWCD reviews the project and determines cost-share eligibility.  
*Note: LWCD staff will prioritize and rank projects based on the resource concern using established criteria, pollutant loading models and return on investment.*

- A cost-share agreement (CSA) must be signed by all necessary parties and receive approval **before** any work is done on the well abandonment project. **Well owners that do not have a signed and approved CSA prior to beginning their project will be denied cost-sharing.**
- A Licensed Well Driller or Pump Installer must complete the well abandonment and provide the well owner/LWCD a copy of a properly completed and signed WDNR Well Abandonment Form 3300-005.
- Upon completion of the project, the well owner must submit proof of full payment to the service provider, a properly completed Form 3300-005 and any other required documentation to the LWCD to receive reimbursement in accordance with the CSA.



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**STRUCTURAL BMP • WETLAND SCRAPE**

*Wetland Scrapes are isolated shallow excavated depressions with gradual sideslopes that fill with water for all or part of the year, especially in the spring. These wetland scrapes are constructed to slow down and filter runoff from adjacent agricultural land. These wetland areas also provide habitat for wildlife.*

The following are guidelines for cost-sharing wetland scrape projects through the SFP:

- Site eligibility shall be determined by the LWCD staff in accordance with established criteria and applicable technical standards.
- The wetland scrape must be receiving runoff from an agricultural field, as determined by the LWCD, to be eligible for cost-sharing.
- A 35' – 50' permanent vegetated buffer, as determined by LWCD staff, must be planted around the wetland scrape after construction is complete to assist in filtration and to protect the wetland from agricultural practices.
- The SFP will provide up to 70% of the cost of construction and seeding.
- The landowner shall maintain the wetland scrape for a minimum of ten years in accordance with the associated Cost-Share Agreement and Operation & Maintenance Plan.





*Livestock waste storage facility is an impoundment made by constructing an embankment, excavating a pit or dugout, or by fabricating a structure to temporarily contain manure and other livestock or agricultural wastes. These systems protect water quality by preventing runoff from livestock lots, cutting fertilizer costs, preventing nutrient losses in agricultural fields, and allowing for manure to be safely stored until conditions are environmentally safe for spreading.*

The following are guidelines for cost-sharing livestock waste storage facility projects through the SFP:

- Site eligibility shall be determined by the LWCD staff in accordance with established criteria and applicable technical standards.
- Landowner/operator must not have any other livestock waste storage facilities, this does not include waste transfer systems.
- Landowner/operator must have an approved Nutrient Management Plan.
- Landowner/operator must have at least 140 animal units of dairy, beef, goats, chickens, or pigs.
- Livestock waste storage facility must be designed to hold a minimum of 180 days of livestock waste.
- The SFP will provide up to 50% cost-sharing for the construction of eligible livestock waste storage facility projects.
- Cost-sharing for a livestock waste storage facility project will have a maximum cap of \$25,000.
- The landowner/operator shall maintain the livestock waste storage facility for a minimum of ten years in accordance with the associated Cost-Share Agreement and Operation & Maintenance Plan.
- The landowner/operator must follow the requirements of the Winnebago County Livestock Waste Management Ordinance and maintain a Nutrient Management Plan.





*Demonstration projects would be considered new and innovative practices that are being introduced to address sediment and nutrient loading.*

The following are guidelines for cost-sharing demonstration projects through the SFP:

- Site eligibility shall be determined by the LWCD staff.
- The SFP will provide up to 90% cost-sharing for the construction of eligible demonstration projects.
- Cost-sharing for demonstration projects will have a maximum cap of \$50,000.
- The maximum cost-share cap may be exceeded with the preapproval of the LCC.
- Landowner/operator must be willing to work with the LWCD to allow access to the demonstration project for educational purposes.
- The landowner/operator shall maintain the demonstration project for a minimum of ten years in accordance with the associated Cost-Share Agreement and Operation & Maintenance Plan.





## WINNEBAGO COUNTY LWCD SPIRIT FUND PROGRAM

### SOIL HEALTH

*Soil Health is the continued capacity of soil to function as a vital living ecosystem that sustains plants, animals, and humans.*

Applicants must meet the Cost-Share Agreement (CSA) requirements to receive soil health practice cost-share payments. To qualify for the cost-share payment, the applicant must commit to a **three-year contract** for:

- **No-Till (Strip-Till)**
- **No-Till (Strip-Till) & Cover Crops**
- **OR Cover Crops (No-Till already a practice)**

The following are guidelines for cost-sharing Soil Health Practices through the SFP:

- Farmer and Operator are used interchangeably and include all the land they run.
- No cost-share funding is available if currently using the practice in the selected fields. (i.e., will not pay cost-share for no-till if it is a current practice.)
- Operators receiving funding from another cost-share program (i.e. NRCS, DNR) for soil health practices are not eligible to enroll in this program at the same time on the same fields. (not including Cover Crop Insurance Payment)
- Soil Health cost-share eligibility shall be determined by LWCD staff and priority will be given to farmers new to cover crops and/or no-till, farmers currently using some no-till and/or cover crops, farmers using no-till and cover crops but would like to try an Add-on Practice.
- A CSA must be signed by all necessary parties and LWCD staff approval must be received before any work is to be done. No payment will be made on any practices done before the cost-share agreement is approved.

- A **maximum of 100 acres** for both No-Till and Cover-Crops is eligible to be signed up per farmer unless stated otherwise in an Add-on Practice.
- A Nutrient Management Plan (NMP) is required on cost-shared fields only. The Soil Nutrient Application Planner (SnapPlus) database must be provided to the LWCD each year by March 31<sup>st</sup>. NMP funding is not provided.
- A NMP written for the whole farm may receive possible NMP funding if available. The SnapPlus database must be provided to the LWCD each year by March 31<sup>st</sup>.
- The operator must have current, or obtain in the first year of the contract, basic soil samples (3 years old maximum) for all fields that are cost-shared.
- Ensure all practices are managed and compatible with crop insurance.
- Ensure all previous herbicide use is compatible with the cover crop to be planted.
- The LWCD will calculate the estimated environmental benefits of phosphorus and sediment reductions from the Soil Health Program using any available model.
- Eligible Soil Health Practices:
  - No-Till (Strip-Till)
  - Cover Crops
  - Add-on Practices



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## SOIL HEALTH • NO-TILL (STRIP-TILL)

*No-till* is limiting soil disturbance to manage the amount, orientation, and disruption of crop and plant residue on the soil surface year-round.

The NRCS Residue and Tillage Management, No-Till (Code 329) and guidelines below are to be followed for cost-sharing no-till in a three-year contract through the SFP:

- The SFP will provide a cost-share rate of **\$22/ac.** for the practice of no-till (strip-till).
- No-till (strip-till) involves only in-row soil disturbance. There cannot be full-width disturbance during the grant period. Moving residue from directly within the row prior to planting is acceptable.  
*Exception: 5% of the field may be tilled to level off ruts at any one time*
- The soil tillage intensity rating (STIR) value shall include all field operations and shall be no greater than 20. The STIR value is created in the Revised Universal Soil Loss Equation (RUSLE) and used in SnapPlus.
- The residue shall not be burned, grazed, or removed. Crop residue may be chopped and left in the field. Wheat straw may be removed.  
*Exception: If signed up for high phosphorus field biomass removal*
- If the "T" value (tolerable soil loss) is reached in a given field over a 5-year rotation in SnapPlus, that field will be considered disqualified.

### **Documentation Requirements:**

- After planting photos
- Fuel cost compared to previous years
- The SnapPlus database must be provided





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## SOIL HEALTH • COVER CROPS

*Cover crops are grasses, legumes, and broadleaf species planted after harvest to provide vegetative cover year-round.*

The NRCS Cover Crops (Code 340) and guidelines below are to be followed for cost-sharing cover crops in a three-year contract through the SFP:

### **No cover crop cost-share agreement unless no-till is implemented.**

- The SFP will provide a cost-share rate of **\$72/acre** for the practice of cover crop plantings. (One year – single species, Two years – multi-species)
- All years must have a cover crop. Aerial seeding or late interseeding may be needed. *Exception: In a very early freeze year, late October to November 15th, farmers must frost seed in early spring (rye or rye and red clover).*
- The rye cover crop must be established by freeze-up or by December 15th, whichever is first. Rye is the best option for a cover crop after grain corn. Follow NRCS Tech Note 7.
- Crop rotation must be annual crops for three years. Wheat is acceptable and considered a cover crop.
- There must be a minimum of 8 live plants per square foot in fall representing the majority of the cover crop mix species.
- Multi-species years must have two or more species of cover crops from different families. Wheat years must have 4 plus species from different families. *Exception: when Red Clover is planned after wheat.*
- Non-certified seed is acceptable if it has 85% germination.
- The selected cover crop species must be compatible with previously applied herbicides.
- The residue shall not be burned, grazed, or removed unless signed up for high phosphorus field biomass removal. Wheat straw may be removed.

- The operator must complete a soil health test in the contracted fields before the cover crop is planted the first year and at the end of the three-year period. If manure is applied, no test is needed.

**Documentation Requirements:**

- Crop and cover crop
- Cover crop population
- Planting date
- Equipment used for planting or other use
- Row spacing or drilled
- Seed cost
- Fertilizer type, and rate used on crop
- Fuel cost compared to previous years
- The SnapPlus database must be provided



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## SOIL HEALTH • ADD-ON PRACTICES

*Add-on Practices are only available with no-till and cover crops and only for one year per practice per farmer. More than one practice may be signed up and used once in the three-year period. Add-on Practices have **a maximum of 50 acres/practice**.*

### Practices:

- Spring interseeding
- Planting green
- Adding tillage radish to wheat
- Frost seeding red clover into winter wheat
- Harvesting and/or grazing cover crops on high phosphorus fields ( $P_2O_5 \geq 50$  ppm)
- Low disturbance manure application

The following are guidelines for cost-sharing (in addition to the regular cover crop and no-till cost-share amount) through the SFP:

- **Spring interseeding** is a technique to incorporate cover crops into a cropping system during the spring growing period.
  - The SFP will provide a cost-share of **\$15/ac** for the practice of interseeding.
  - Interseeding must take place before V6 of the corn stage, and V3 in soybeans.
  - Maximum 50 ac/yr. One year only.
- **Planting green** is a technique where an agricultural crop is planted into a living cover crop with the cover crop being terminated immediately before or after planting the agricultural crop.
  - The SFP will provide a cost-share of **\$15/ac** for the practice of planting green.
  - Maximum 50 ac/yr. One year only.
- **Adding tillage radish to wheat** requires planting 2 lb./acre of tillage radishes with the wheat crop in the fall.
  - The SFP will provide a cost-share of **\$5/ac** for the practice of adding tillage radish to wheat.
  - Follow NRCS Tech Note 7 for planting date.
  - Maximum 50 ac/yr. One year only.

- **Frost seeding red clover into winter wheat** *is typically “frost seeded” in mid-March, after snowmelt, when cracks form on the soil surface. Seed can be broadcast until mid-April if cracks are present, and the traditional frost seeding window is missed. Broadcast inoculated seed of medium red clover at a rate of 10-12 lb./ac.*
  - The SFP will provide a cost-share of **\$5/ac** for the practice of frost seeding red clover.
  - Maximum 50 ac/yr. One year only.
  - No herbicide use to kill broadleaves.
  
- **Harvesting and/or Grazing Cover Crops on High Phosphorus Fields ( $P_2O_5 \geq 50$  ppm)** *planted with a high biomass cover crop. Only after wheat or other small grain, must leave 5-inch stubble to over winter.*
  - The SFP will provide a cost-share of **\$5/ac** for the practice of harvesting and/or grazing.
  - Maximum 50 ac/yr. One year only.
  
- **Low-Disturbance Manure Application (LDMA)** *is the implementation of manure application using a specific piece of equipment that injects the manure several inches under the surface of the soil while maintaining the least amount of disturbance.*
  - The SFP will provide a cost-share of **\$35/ac.** for the practice of low-disturbance manure application.
  - This practice may include spring application, fall application, or side-dress manure.
  - No more than 30% of the row width shall be disturbed by the LDMA equipment.  
(example: 30-inch row x 0.3 = 9 inches of disturbance)
  - LDMA will be included in the soil tillage intensity rating (STIR) value for no-till. The STIR value will be 10 for up to 20% soil disturbance and 15 for up to 30% soil disturbance.
  - Full-width row soil disturbance will disqualify the field.
  - Maximum 50 ac/yr. One year only.

**LDMA Documentation Requirements:**

- Before and after application photos
- Machine type used
- Type of injector
- Depth of injection
- Width of injection
- Row spacing
- Type of press wheels
- The SnapPlus database must be provided



## WINNEBAGO COUNTY LWCD SPIRIT FUND PROGRAM

# CONSERVATION BUFFER

*Conservation buffers are areas or strips of land in permanent vegetation, designed to intercept pollutants and manage other environmental concerns.*

Applicants will be required to meet the cost-share agreement (CSA) requirements to receive conservation buffer program cost-share payments. To qualify for the cost-share payment, the applicant must implement one of the following buffers:

### **Field-Road Buffer**

- **10-Year Field-Road Buffer:** Harvest one time  
\$150.00/acre/year Cool Season 35'-60'
- **10-Year Field-Road Buffer:** No Harvest  
\$150.00/acre/year Warm Season 35'-60'

### **Streamside Harvestable Buffer**

- **10-Year Streamside Harvestable Buffer:** Harvest multiple times  
\$175.00/acre/year Cool Season 35'-60'  
\$200.00/acre/year Cool Season 61'-150'
- **15-Year Streamside Harvestable Buffer:** Harvest multiple times  
\$175.00/acre/year Cool Season 35'-60'  
\$200.00/acre/year Cool Season 61'-150'

### **Streamside Vegetative Out-of-Production Buffer**

- **10-Year Streamside Vegetative Out-of-Production Buffer:**  
\$300.00/acre/year Cool or Warm Season 35'-60'
- **15-Year Streamside Vegetative Out-of-Production Buffer:**  
\$300.00/acre/year Cool or Warm Season 35'-60'

**ALL conservation buffers will receive 90% cost-sharing on the initial cost of establishment.**

The following are guidelines for cost-sharing conservation buffers through the SFP:

- Conservation buffer cost-share eligibility shall be determined by the LWCD on a first come first serve basis.
- The proposed buffer area must have a water resource concern identified by the LWCD.
- The land bordering the proposed buffer must have a row crop history of at least 4 of the last 6 years at the time of signup. Permanent pasture or CRP/CREP is not eligible.
- Conservation buffers and CRP/CREP may be reenrolled at the end of the current contract agreement subject to the availability of program funds and approval by the LWCD.
- All CSA's will be paid in full once the practice has been installed and verified growth has been established. The cost-share practice must stay in for the full CSA period or the landowner will be responsible for reimbursing the entire cost-share payment to the LWCD.
- Operators receiving funding from another cost-share program (i.e., NRCS, DNR) for conservation buffers are not eligible to enroll in this program at the same time on the same fields.
- A CSA must be signed by all necessary parties and LWCD staff approval must be received before any work is to be done. No payment will be made on any practices implemented before the CSA is approved.
- The landowner shall install and maintain the buffer in accordance with the CSA and the Operation and Maintenance Agreement that is recorded on the property deed.
- The landowner is willing to install other practices determined to be necessary to make the conservation buffer function as designed. (Example: Install a waterway that delivers to the buffer area if needed. Additional practices would be cost-shared.)
- The buffer area cannot be used as a travel lane or equipment storage.
- Manure and fertilizer are not permitted in the buffer area for the duration of the CSA.
- The conservation buffer shall be maintained at a minimum of 70% vegetated ground cover. Vegetated ground cover means perennial or permanent grasses, legumes, and forbs.
- The buffer should have at least 12-16 plants per square foot when established.

- Installation of a buffer must provide a water quality benefit. The LWCD will calculate the estimated environmental benefits of the enrolled buffers.
- Monitoring will be completed by the LWCD every 3 years to ensure the Operation & Maintenance Agreement is being followed.
- Eligible Conservation Buffer Practices:
  - Field-Road Buffer
  - Streamside Harvestable Buffer
  - Streamside Vegetated Out-of-Production Buffer





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## FIELD-ROAD BUFFER

*Field-road buffers are designed to serve as a buffer between a field and the road to reduce wind erosion and filter agricultural runoff before it gets to the road ditch.*

The NRCS Codes and guidelines below are to be followed for cost-sharing:

- *Filter Strip Conservation Practice Standard 393 (WI NRCS, 2017)*
- *WI Agronomy Technical Note 10, Companion Document to Practice Standard 393 (WI NRCS, 2017)*
- *WI Agronomy Technical Note 6, Establishing and Maintaining Introduced Grasses and Legumes (WI NRCS, 2013) Note: Seed mixes begin on page 18*

The following are guidelines for cost-sharing field-road buffers through the SFP:

- Buffer area must be along a public road ditch and approved by LWCD.
- The buffer program contract is for 10 years starting at the time of plant establishment.
- Minimum buffer width is 35' and the maximum width is 60'. If 60% or more of a field is enrolled, then the entire field can be enrolled.
- For cool-season buffers, the seed mix must contain at least 50% cool-season grasses, of which 25% will be sod forming (not bunchgrass).

### Harvesting & Maintenance

- Mechanical harvesting of a cool season buffer is permitted once annually between August 1<sup>st</sup> and September 1<sup>st</sup>. **Harvesting of warm-season buffers is prohibited.**
- Cut buffer to a minimum of 6".
- Control undesired, woody, and noxious weed species.





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## STREAMSIDE HARVESTABLE BUFFER

*Streamside harvestable buffers are designed to serve as a cool season buffer between a field and an environmentally sensitive area, such as perennial or intermittent streams or lakes, to filter agricultural runoff but allow producers to harvest the perennial cover.*

The NRCS Codes and guidelines below are to be followed for cost-sharing:

- Filter Strip Conservation Practice Standard 393 (WI NRCS, 2017)
- WI Agronomy Technical Note 10, Companion Document to Practice Standard 393 (WI NRCS, 2017)
- WI Agronomy Technical Note 6, Establishing and Maintaining Introduced Grasses and Legumes (WI NRCS, 2013) Note: Seed mixes begin on page 18

The following are guidelines for cost-sharing streamside harvestable buffers through the SFP:

- Must be within 150' of an eligible waterbody determined by LWCD.
- The buffer program contract is for 10 or 15 years starting at the time of plant establishment.
- Minimum buffer width is 35' and the maximum width is 150'. If 60% or more of a field is enrolled, then the entire field can be enrolled.
- Must be a cool-season buffer and the seed mix must contain at least 50% cool-season grasses, of which 25% will be sod forming (not bunchgrass).

### Harvesting & Maintenance

- Mechanical harvesting of a cool season buffer is permitted any time before Sept. 1<sup>st</sup>.
- Cut buffer to a minimum of 6".
- Control undesired, woody, and noxious weed species.





*Streamside vegetative out-of-production buffers are designed to serve as a buffer between a field and an environmentally sensitive area, such as perennial or intermittent streams or lakes to filter agricultural runoff.*

The *NRCS Codes* and guidelines below are to be followed for cost-sharing:

- *Filter Strip Conservation Practice Standard 393 (WI NRCS, 2017)*
- *WI Agronomy Technical Note 10, Companion Document to Practice Standard 393 (WI NRCS, 2017)*
- *WI Agronomy Technical Note 6, Establishing and Maintaining Introduced Grasses and Legumes (WI NRCS, 2013) Note: Seed mixes begin on page 18*

The following are guidelines for cost-sharing Streamside Vegetative Out-of-Production Buffers through the SFP:

- Be within 60' of an eligible waterbody as determined by the LWCD.
- The buffer program contract is for 10 or 15 years starting at the time of plant establishment.
- Minimum buffer width is 35' and the maximum width is 60'. If 60% or more of a field is enrolled, then the entire field can be enrolled.
- A cool-season buffer seed mix must contain at least 50% cool-season grasses, of which 25% will be sod forming (not bunchgrass).

#### Harvesting & Maintenance

- Mechanical harvesting of a cool season buffer may be permitted between August 1<sup>st</sup> and September 1<sup>st</sup> with previous approval from the LWCD. **Harvesting of warm-season buffers is prohibited.**
- Control undesired, woody, and noxious weed species.



# Winnebago County

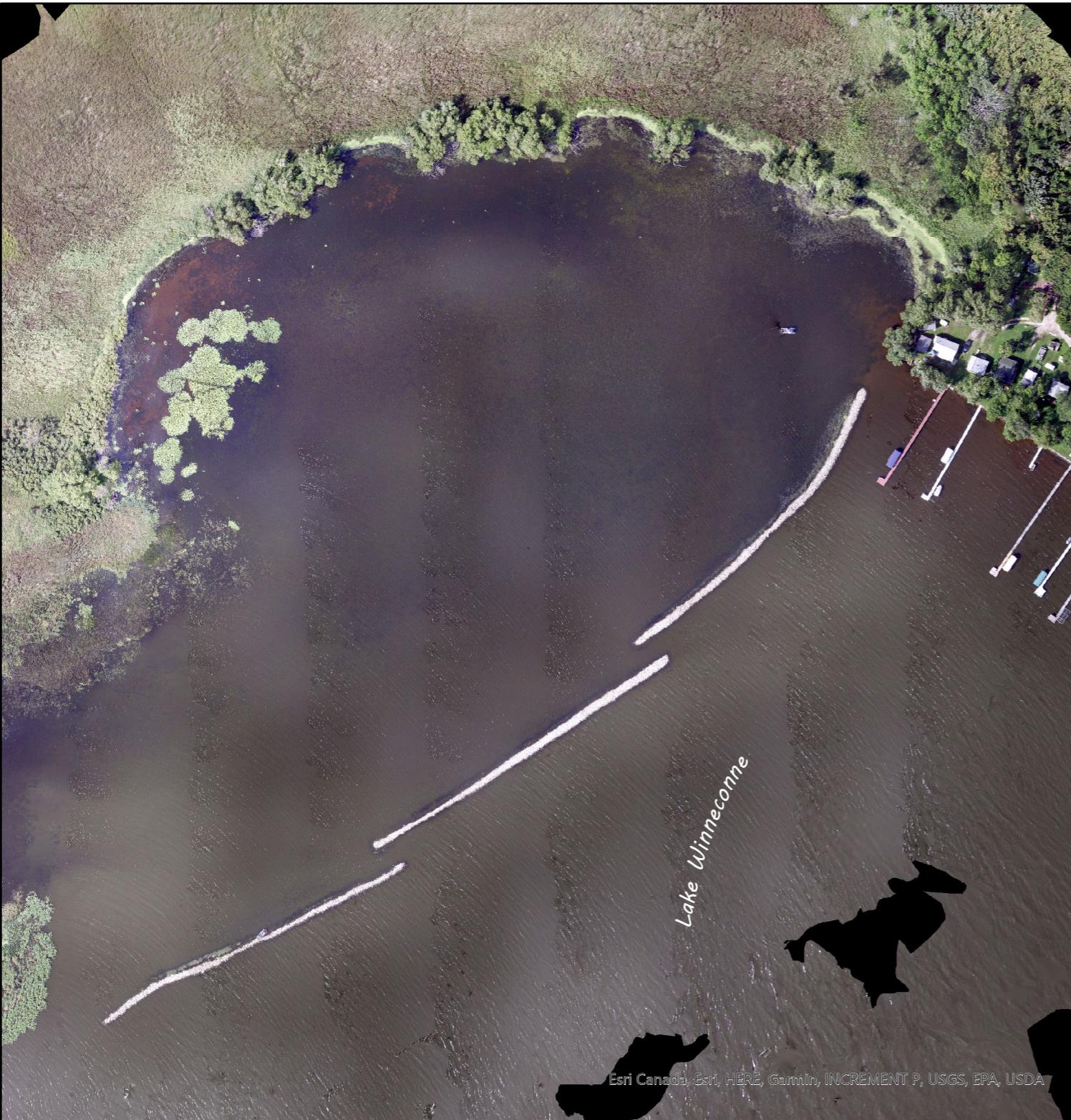
*Land & Water Conservation Department*

625 East County Road Y • Suite 100 • Oshkosh, WI 54901  
(920) 232-1950 • (920) 727-8642 • FAX (920) 424-1277

WEBSITE: [www.co.winnebago.wi.us/lwcd](http://www.co.winnebago.wi.us/lwcd) • FACEBOOK: [WinnebagoLWCD](https://www.facebook.com/WinnebagoLWCD)

# Aquatic Vegetation Survey Aerial Photo Comparison Clarks Bay Breakwall, Winnebago County, WI

August 11, 2021 Aerial Photo



July 20, 2023 Aerial Photo



3 **ORDINANCE: Amend Winnebago County General Code Section 1.12 to Adopt a Compensation**  
4 **Package to Pay Winnebago County Board Supervisors a Monthly Salary**

6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, organizational reform for the Winnebago County Board of Supervisors has been discussed a  
8 number of times over the years; and

9 **WHEREAS**, the Judiciary and Public Safety Committee has an opportunity to examine how it can better  
10 serve the people of Winnebago County in an efficient and effective manner; and

11 **WHEREAS**, an ad-hoc task force of Winnebago County Board Supervisors has investigated many types of  
12 compensation packages of surrounding counties over a population of 100,000; and

13 **WHEREAS**, this ad-hoc task force has reached out to 16 other counties to compare its current proposed  
14 compensation package; and

15 **WHEREAS**, the finding of this ad-hoc task force is that Winnebago County Board supervisors would be best  
16 served with being paid a monthly salary; and

17 **WHEREAS**, mileage reimbursement would remain as is.

18 **NOW, THEREFORE, THE WINNEBAGO COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS**  
19 **FOLLOWS:**

20 Section 1.12 is replaced in its entirety with the following language:

21 (1) **AUTHORITY.** This section of the Code is adopted under the authority granted by Wis. Stats. § 59.10(3)(f)  
22 through ~~(h)~~(i) and Wis. Stats. § 59.13(2).

23 (2) **DEFINITIONS.**

24 (a) ~~COMMITTEE~~**AUTHORIZED MEETING** shall mean:

25 (1) The convening of a standing select or special committee of the county board or  
26 subcommittee thereof for duly authorized purposes pursuant to Wis. Stats. §§ 19.81—19.98 (open  
27 meetings of governmental bodies) and the rules of the county board wherein an agenda is published,  
28 quorum is present, and regular business is conducted; or

29 ~~(b)~~(2) The attendance by a supervisor at any school, institute, conference, meeting, or event  
30 which the chairperson of the county board, or the vice chairperson in the chairperson's absence,  
31 directs him or her to attend; or

32 ~~(c) The attendance by a supervisor at any school, institute, conference, or meeting which the county~~  
33 ~~board or the chairperson of the county board, or the vice chairperson in the chairperson's absence, directs~~  
34 ~~him or her to attend; or~~

35 ~~(3) The attendance by a supervisor at any school, institute, conference, or meeting which the county board or~~  
36 ~~the chairperson of the county board, or the vice chairperson in the chairperson's absence, directs him or her to~~  
37 ~~attend; or~~

38 ~~(4)~~(3) Claims for expense ~~or for per diem~~ reimbursement not submitted to the office of the county board  
39 chairperson ~~clerk~~ before the first Monday of each month shall not be processed for payment in that month.

40 ~~(5)~~(4) The county's finance department shall develop an expense and per diem reimbursement sheet, subject  
41 to the approval of the personnel and finance committee, which shall be used by all supervisors to submit **All**

42 ~~supervisors shall submit~~ claims for compensation and/or expenses pursuant to this article. Subject to the approval of  
43 the county board chairperson, or the vice chairperson if the chairperson is unavailable, claims for expense ~~and per~~  
44 ~~diem~~ reimbursement shall be paid by the county, except those claims which are in excess of sums permitted by the  
45 Winnebago County General Code or state law. No claim shall be made by any supervisor for expense ~~or per diem~~  
46 reimbursement which the supervisor has not actually incurred or earned.

47 ~~(6)~~(5) Supervisors shall be eligible for ~~per diem and~~ expense reimbursement for attending the following:

48 (a) ~~Regular~~ **Authorized** meetings of the county board of supervisors;

49 (b) ~~Regular~~ **Authorized meetings of any committee of jurisdiction of the county board in addition to**  
50 **any board, commission, task force, or consortium to** which the supervisor has been duly appointed;

51 ~~(c) Attendance of any "committee meeting"~~ **Any "authorized meeting"** as that term is defined within  
52 this article, or requested presence by the county board chairperson, to represent the county;

53 ~~(d) Attendance at a conference~~ **A meeting** with the county executive at the specific request of the  
54 county executive.

55 ~~(7)~~(6) **Per diem A monthly salary shall be paid** and expenses shall be reimbursed **to a Supervisor while**  
56 **attending authorized meetings described in (5)** for the county board of supervisors as follows:

57 (a) **Per diem Monthly Salary**

58 ~~½ day meeting (One or more meetings totaling 4 hours or less)~~

59 Full day meeting ..... \$ 75.00

60 Monthly county board meeting ..... \$ 75.00

61 Maximum allowable per diem per day ..... \$ 75.00

62 **County Board Supervisor's Monthly Salary..... \$500**

63 **Committee Chairperson.....additional \$75 per month per committee**

64 **County Board Chairperson Monthly Salary.....\$1400**

65 **County Board Vice-Chairperson Monthly Salary.....\$700**

66 (b) Mileage, Lodging, and Meals..... Section 3.05 of the Winnebago  
67 County General Code.

68 ~~(8) No county board supervisor may claim more than one per diem for each day of service as a county board~~  
69 ~~supervisor.~~

70 ~~(9) In addition to the per diem eligibility set forth above, the county board chairman shall receive an annual~~  
71 ~~salary of \$5,000.00 and the vice chairman shall receive an annual salary of \$1,500.00 for performing duties required~~  
72 ~~by these positions.~~

73 ~~(10)~~(7) ~~Non-supervisors who are duly appointed to serve on the following committees, boards, and~~  
74 ~~commissions who are not acting within the scope of their employment or office in so doing, shall be eligible for the~~  
75 ~~same per diem payments and expense reimbursements as supervisors:~~ **Non-supervisors who are duly appointed to**  
76 **serve on committees, boards, commissions, who are not acting within the scope of their employment or office in so**  
77 **doing, shall be eligible for the same a \$50 payment for a half day meeting (4 hours or less) but not more than \$75 per**  
78 **day and expense reimbursements as supervisors.**

79 a. ~~Board of adjustment~~

80 b. ~~Land conservation committee~~

81 c. ~~Solid waste management board~~

82 d. ~~Committee on aging~~

- 83 ~~e. Health board~~
- 84 ~~f. Public safety building board — members at large~~
- 85 ~~g. Information systems technology committee~~
- 86 ~~h. Grievance review board~~
- 87 ~~i. Veterans service commission~~
- 88 ~~j. Housing authority Human Services Board~~

89 ~~(11) EFFECTIVE DATE. This article shall be effective as of September 1, 2001.~~  
90 ~~(Code 1974, § 1.12; Ord. of 11-13-2007; Ord. of 11-21-2017)~~

91 **BE IT FURTHER ORDAINED** by the Winnebago County Board of Supervisors that said amendments to the  
92 General Code of Winnebago County shall become effective for the County Board Supervisors elected and/or re-  
93 elected in 2024.

94 ***Fiscal Impact:*** \$252,900 (approximate task force calculation prior to potential committee structure. Current budget is  
95 \$125,000 for Supervisor wages.)

96  
97

98 **JUDICIARY & PUBLIC SAFETY COMMITTEE**

99 Committee Vote: **4-1**

100

101 Vote Required for Passage: **Majority of Members Present**

102

103 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

104

105

106

107

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110

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

1 269-092023

2

3 **RESOLUTION: Amend Section 8.0 "Written Agenda" of the Rules of the Winnebago County Board of**  
4 **Supervisors by Amending Rule 8.5**

5

6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, transparency in government affairs is critical to a well-functioning organization; and

8 **WHEREAS**, Wis. Stat. §19.81 states that " the public is entitled to the fullest and most complete information  
9 regarding the affairs of government as is compatible with the conduct of governmental business."; and

10 **WHEREAS**, providing attachments for agenda items for each Committee, Commission, Board, Panel and  
11 Task Force meeting furthers transparency; and

12 **WHEREAS**, Rule 8.5 provides:

13 "This agenda and attachments shall be furnished to any person so requesting it from the County  
14 Clerk."

15 **WHEREAS**, Rule 8.7 provides:

16 "All items not appearing on the written Agenda or not delivered with the Agenda shall be out of order  
17 and shall not be considered by the Board at the particular meeting."

18

19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it amends  
20 Section 8.0 "Written Agenda" of the Rules of the Winnebago County Board of Supervisors by amending Rule 8.5:

21

22 Rule 8.5

23 This Agenda and attachments shall be furnished to any person so requesting it from the  
24 County Clerk. **Written Agenda rules set forth in Rule 8.3 and Rule 8.7 shall apply to all**  
25 **Committees, Commissions, Boards, Panels, and Task Forces and the public for all regularly**  
26 **scheduled meetings.**

27

28 *Fiscal Note: No fiscal impact.*

29

Respectfully submitted by:

30 **SUPERVISOR CONLEY HANSON, District 26**

31

Respectfully submitted by:

32

33 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

34

35 Committee Vote: **4-1**

36 Vote Required for Passage: **Two-Thirds of Members Present**

37

38 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

39

40

41 \_\_\_\_\_  
Jonathan D. Doemel  
42 Winnebago County Executive