

JULIE A. BARTHELS
Winnebago County Clerk
112 Otter Avenue, P.O. Box 2806
Oshkosh, WI 54903-2806
(920) 232-3430

NOTICE OF COMMISSION, BOARD OR COMMITTEE MEETING

NAME OF COMMISSION,
BOARD OR COMMITTEE:

JUDICIARY & PUBLIC SAFETY COMMITTEE
** (SEE BELOW) **

TIME OF MEETING:

6:00 pm

DATE OF MEETING:

Monday, November 6, 2023

PLACE OF MEETING:

Winnebago County Sheriff's Office
Richard Meyer Community Resource Room,
First Floor
4311 Jackson Street, Oshkosh

To join this Zoom Meeting via video, use this link:

<https://us02web.zoom.us/j/87632486503?pwd=dEZlZnVPUnQ2TzZpVnFLK25QeTFvZz09>

Meeting ID: 876 3248 6503 Passcode – JPS110623

To join this meeting by telephone (312) 626-6799 and enter the Meeting ID: 876 3248 6503

Passcode 546564539

SUBJECT MATTER OF THE MEETING

1. Call to order.
2. Consideration of Minutes of October 2, 2023, meeting.
3. Chair comments on meeting and agenda organization by Supervisor Stafford.
4. Public comments within jurisdiction of committee.
5. Communications shared by Committee Members.
6. Update from the District Attorney's Office – District Attorney Eric Sparr
7. Overdose Update from Medical Examiner's Office – Cheryl Brehmer
8. Consideration/Vote: Ordinance - Amend Winnebago County General Code Section 5.04 (2)(a) pertaining to Cremation Permit Fees – Medical Examiner's Office – Cheryl Brehmer
9. Update on Building Projects (including but not limited to 980 Housing, Boat House, and Morgue) – Mike Elder, Facilities and Property Management Director and/or County Executive Jon Doemel
10. Discuss removal of existing officer's stations from direct supervision pods one and two and create one officer area in the existing program rooms. – Sheriff John Matz
11. Consideration/Vote: Resolution - Authorize the use of \$52,500 from the National Opioid Abatement Settlement Fund for the Sheriff's Office program contracting with Solutions Recovery, Inc. for an on-site liaison for the Sobriety Treatment Assisted Recovery (STAR) Program – Sheriff John Matz
12. Sheriff's Report

13. Consideration/Vote: Resolution – Amend Winnebago County General Code Section 1.12 (7) to increase and expand citizen member compensation on Committees, Commissions, Boards, and other Entities as well as Board of Canvass Citizen Member Compensation – Supervisor Paul Eisen
14. Consideration/Vote: Resolution – Amends Sections 23.0, 23.1, 24.0 and Creates Sections 23.2 and 26.0 of the Rules of the Winnebago County Board of Supervisors to Create Seven Standing Committees and Two Major Boards, and Make the Legislative Committee a Special Committee
15. Consideration/Vote: Resolution – Amend Winnebago County General Code Section 11.01 (County Human Services Board) and Repeal Winnebago County General Code Section 11.06 (County Board of Health) to Create the Winnebago County Health and Human Services Board
16. Next Meeting Date: Monday, December 4, 2023, at 6:00 pm
 - Deadline for agenda items due *Friday, November 17, 2023*. Please forward those requests to Chairman Bryan Stafford for approval. Thank you.
17. Adjourn

****This meeting is also being posted as a committee meeting for:**

- Ad-Hoc Task Force on the Per Diem Structure
- Winnebago County Board of Supervisors

Upon request, provisions will be made for people with disabilities upon 24 hours prior notice to the Office of the County Clerk.
Phone Number: (920) 232-3430

WINNEBAGO COUNTY BOARD OF SUPERVISORS
JUDICIARY & PUBLIC SAFETY COMMITTEE
In person & via Zoom/Telephone

DATE: OCTOBER 2, 2023

TIME: 6:00 P.M.

PLACE: WINNEBAGO COUNTY SHERIFF'S OFFICE
RICHARD MEYER COMMUNITY RESOURCE ROOM
4311 JACKSON STREET, OSHKOSH

PRESENT: BRYAN STAFFORD
PAUL EISEN
BRIAN DEFFERDING
CONLEY HANSON

EXCUSED: JACOB FLOAM

ALSO PRESENT: JOHN MATZ – SHERIFF'S
TODD CHRISTOPHERSON – SHERIFFS
LARA VENDOLA-MESSER – SHERIFF'S
JEFFERY BUCHOLTZ – VETERANS
LYDIA WILZ – VETERANS
JULIE BARTHELS – COUNTY CLERK
NATALIE STROHMEYER – REGISTER OF DEEDS
CHERYL BREHMER – MEDICAL EXAMINER
MARY ANNE MUELLER – CORPORATION COUNSEL
BECKY POWERS – EMERGENCY MANAGEMENT
MICHAEL COLLARD – ADMINISTRATION
TARA BERRY – CLERK OF COURTS
MELISSA SNYDER – CLERK OF COURTS
KAY HORAN – COUNTY SUPERVISOR
JULIE MABRY – CHILD SUPPORT
MCKENZIE REPINSKI – MEDICAL EXAMINER
ERIC SPARR – DISTRICT ATTORNEY
KALEIGH BAXTER – CITIZEN
MICHAEL GIBBS – BRANCH 4
JON DOEMEL – COUNTY EXECUTIVE
STEVEN BINDER – COUNTY SUPERVISOR
KELLY KUTZ – DISTRICT ATTORNEY'S

1. Call to order.

Chairman Stafford called the meeting to order at 6:00pm and it was verified that the meeting was properly noticed.

2. Consideration of Minutes of September 11, 2023, meeting.

A motion to approve the minutes of the September 11, 2023, meeting was made by Supervisor Hanson, seconded by Supervisor Defferding. Carried 4-0.

3. **Chair comments on meeting and agenda organization by Supervisor Stafford.**
Chairman Stafford discussed tonight's meeting and its contents. He stated there would only be one public comment section on the agenda due to the size of tonight's agenda.
4. **Public comments within jurisdiction of committee.**
None
5. **Communications shared by Committee Members**
Supervisor Defferding attended the annual Wisconsin Counties Association conference. He discussed the NextGen 911 break out session he attended and learned about possible grants available to assist with the address clean up aspect of the project.
6. **Budget Update from the County Administration – County Executive Jon Doemel or Director of Administration Michael Collard**
Director of Administration, Michael Collard, discussed the budget process this year. He talked about the challenges and changes that took place to put the budget together this year compared to previous year's budgets. He also provided an update on the priority-based budgeting program that the departments participated in this year. He stated they didn't get as far as they would like with the program, but good base was created to continue utilizing the program for future budget processes.
7. **Discussion: County Executive's proposed Emergency Management Department 2024 Budget**
Deputy Director, Becky Powers, presented the department's budget and answered any questions the committee members had.
8. **Discussion: County Executive's proposed County Clerk's Office and Elections 2024 Budget**
County Clerk, Julie Barthels, presented the department's budget and answered any questions the committee members had.
9. **Discussion: County Executive's proposed Office of the Corporation Counsel 2024 Budget**
Corporation Counsel, Mary Anne Mueller, presented the department's budget and answered any questions the committee members had.
10. **Discussion: County Executive's proposed Child Support Agency 2024 Budget**
Child Support Director, Julie Mabry, presented the department's budget and answered any questions the committee members had.
11. **Discussion: County Executive's proposed Veterans Services Office 2024 Budget**
Veteran's Director, Jeffery Bucholtz, presented the department's budget and answered any questions the committee members had.
12. **Discussion: County Executive's proposed Register of Deeds' Office 2024 Budget**
Register of Deeds Director, Natalie Strohmeier, presented the department's budget and answered any questions the committee members had.
13. **Discussion: County Executive's proposed District Attorney's Office 2024 Budget**
District Attorney, Eric Sparr, presented the department's budget and answered any questions the committee members had.

14. **Discussion: County Executive's proposed Medical Examiner Department 2024 Budget**
Medical Examiner, Cheryl Brehmer, presented the department's budget and answered any questions the committee members had.
15. **Discussion: County Executive's proposed Clerk of Courts' Office and Court System 2024 Budget**
Clerk of Courts Director, Tara Berry, presented the department's budget and answered any questions the committee members had.
16. **Discussion: County Executive's proposed Sheriff's Office 2024 Budget**
Sheriff, John Matz, reviewed the Sheriff's Office budget and answered questions the committee members raised for clarification at the last month's meeting.
17. **Sheriff's Report**
 - *Jail Count is at 215
 - *There are 71 active STAR participants
 - *Reviewed current department vacancies
 - *The Solutions Peer Response Team report will be coming soon
18. **Next Meeting Date: Monday, November 6, 2023, at 6:00 pm**
 - Deadline for agenda items due *Monday, October 23, 2023*. Please forward those requests to Chairman Bryan Stafford for approval. Thank you.
19. **Adjourn**
A motion to adjourn was made at 8:30pm by Supervisor Hanson, seconded by Supervisor Defferding. Carried 4-0.

Respectfully Submitted:

Kimberly Delcore
Winnebago County Sheriff's Office

1
2 **ORDINANCE: Amend Winnebago County General Code Section 5.04 (2)(a) pertaining to**
3 **Cremation Permit Fees**
4

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

7 **WHEREAS**, Wis. Stat. 59.36 provides in pertinent part that "the board shall set the fees for all services
8 rendered by the coroner or medical examiner"; and

9 **WHEREAS**, prior to 2012 the Winnebago County Board of Supervisors established \$150.00 fee for the
10 issuance of a crematory permit; and

11 **WHEREAS**, in mid-2015, the Winnebago County Board of Supervisors raised the permit fee to \$200.00 but
12 the passage of Wis. Stat. 59.365 prohibited the fee increase. Wis. Stat. 59.365 provided in pertinent part:

13 "(1) From July 14, 2015 to April 17, 2017, the board may not charge an amount that exceeds the amount that
14 was actually charged on April 17, 2015 ...

15 (2) If on or after April 18, 2017, the board increases the amount of any of the fees specified in sub. (1)(a) to
16 (c), any such increase may not exceed the annual percentage change in the U.S. consumer price index for all urban
17 consumers, U.S. city average, as determined by the U.S. department of labor, for the 12 months ending on
18 December 31 of the year before the increase."

19 **WHEREAS**, in January 2023, the Winnebago County Board of Supervisors increased the cremation permit
20 fee by \$10.00 which increased the permit fee to \$160.00;

21 **WHEREAS**, the costs associated with materials and professional supplies for the Coroner's Office have
22 increased but the fees related to the cremation fees have remained the same; and

23 **WHEREAS**, Wis. Stat. 365 allows a yearly increase and it is the Coroner office's recommendation to
24 implement a proposed increase in 2023 based on the 2022 Consumer Price Index.

25
26 **NOW, THEREFORE, THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WINNEBAGO**
27 **DOES ORDAIN AS FOLLOWS:** that Section 5.04 (2)(a) be amended to allow a \$10.00 increase in the cremation
28 permit fee, raising the permit fee to \$170.00.

29
30 **BE IT FURTHER ORDAINED** by the County Board of Supervisors of the County of Winnebago that said
31 amendment to the General Code of Winnebago County shall become effective on the date following the date of
32 publication.

33
34 *Fiscal Note: The increase in fees will result in an estimated increase in revenue of \$12,500.*

35
36 Respectfully submitted by:

37 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

38 Committee Vote:

39 Respectfully submitted by:

40 **PERSONNEL AND FINANCE COMMITTEE**

41 Committee Vote:

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

Ordinance Number:

43

44

45 Approved by the Winnebago County Executive this ____ day of _____, 2023.

46

47

48

49

50

Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: October 17, 2023
FROM: Medical Examiner Cheryl Brehmer
RE: Cremation Permit Fees

General Description:

The Winnebago County Board is responsible for setting all fees relating to services rendered by the coroner or medical examiner. I kindly ask that this committee assist the medical examiner's office with reevaluating the cremation permit fee.

Action Requested:

We are asking that the committee support an increase to the cremation permit fee in the amount of \$10.00 raising the permit fee to \$170.00 beginning 01/01/2024.

Procedural Steps:

Committee of Jurisdiction: **Judiciary and Public Safety** Meeting date: 11/06/2023

Action taken: _____ Vote: _____

County Board

Meeting date:

Background:

The fee of \$150.00 for issuance of a cremation permit was established by the county board prior to 2012. According to WI State Statute 59.36 the board shall set the fees for all services rendered by the coroner or medical examiner. The board did allow for an increase raising the permit fee to \$200.00 in mid-2015 but, due to WI State Statute 59.365, the moratorium on the fee increase disallowed for the increase and the fee was set back to \$150.00. In accordance with this moratorium the cremation permit fee may be increased but may not exceed the annual percentage change in the U.S. consumer price index. The board did pass Ordinance 147-122022 which increased the cremation permit fee in January 2023 by \$10.00 which increased the permit fee to \$160.00.

Costs associated to materials and professional supplies has continued to increase over the years and increased fees for autopsy, toxicology and transportation services will be assessed to the 2024 budget. Before a cremation permit is issued, a full body examination of the decedent is required along with inquiry into the cause and manner of death in accordance with WI State Statute 979.10 (1) (3) (a). We are hoping that the increase will help to offset some of the known operational expenses.

Policy Discussion:

Winnebago County is one of the few counties that does not assess a death certificate signing fee. Because this fee was not established before the fee moratorium was put in place, this is a fee that we are unable to increase in accordance with the consumer price index. In addition to deaths that are investigated by the medical examiner's office, deaths where physicians are unable or unwilling to sign a death certificate create added burden onto the investigators. As we are unable to assess a fee for the time and materials for these added investigations, increased revenue from allowable sources could help to offset these costs.

Attachments:

WI State Statutes 59.36 and 59.365

WI Coroner and Medical Examiner Fee Schedule

59.36 Coroner and medical examiner; fees. The board shall set the fees for all services rendered by the coroner or medical examiner. The fees may not exceed an amount that is reasonably related to the actual and necessary cost of providing the service.

History: [1983 a. 146](#); [1995 a. 201 s. 307](#); Stats. 1995 s. 59.36; [2015 a. 336](#).

59.365 Moratorium on fee increases.

(1) From July 14, 2015, to April 17, 2017, the board may not charge an amount that exceeds the amount that was actually charged on April 17, 2015, for any of the following fees:

(a) Fees for services rendered by a coroner or medical examiner.

(b) Fees assessed for the signing of a death record by a coroner or medical examiner.

(c) Fees assessed related to coroner or medical examiner transportation services.

(2) If on or after April 18, 2017, the board increases the amount of any of the fees specified in sub. (1) (a) to (c), any such increase may not exceed the annual percentage change in the U.S. consumer price index for all urban consumers, U.S. city average, as determined by the U.S. department of labor, for the 12 months ending on December 31 of the year before the increase.

(3)

(a) Notwithstanding subs. (1) (a) and (b) and (2), if a board that had been providing coroner or lay medical examiner services begins providing physician medical examiner services under an intergovernmental cooperation agreement under s. [66.0301](#) after December 31, 2015, and before April 1, 2016, the board may one time set the fee assessed for the signing of a death record at an amount exceeding the amount that was in effect on April 17, 2015, by not more than \$100 and may one time set the fee assessed for the issuance of a cremation permit at an amount exceeding the amount that was in effect on April 17, 2015, by not more than \$100. Fees under this paragraph may be established without regard to any change in the U.S. consumer price index.

(b) This subsection does not apply to a county with a population of more than 300,000.

History: [2015 a. 55, 336](#); [2017 a. 334](#).

WISCONSIN CORONER/MEDICAL EXAMINER LISTING
10/11/2022

COUNTY	OFFICIAL	ADDRESS	PHONE NUMBER	CREMATION RELEASE FEE	CERTIFICATE SIGNING FEE	DISINTERMENT FEE
ADAMS	MARILYN ROGERS, ME	PO BOX 278, FRIENDSHIP, WI, 53934	608-339-4524	\$110.00	\$90.00	\$100.00
ASHLAND	BARBARA J BEEKSMA, CORONER	8 VICTORIA LA, ASHLAND, WI, 54806	715-682-7025	\$100.00	\$75.00	\$50.00
BARRON	MATE DUNSTON, ME	485 21 34 AVE, CUMBERLAND, WI 54829	715-537-3106	\$150.00	\$125.00	\$50.00
BAYFIELD	THOMAS M RENZ, CORONER	PO BOX 878, 615 SECOND AVE E, WASHBURN WI 54891	715-558-3650	\$75.00	\$0.00	\$50.00
BROWN	VINCENT TRANCHIDA, ME	PO 23600, GREEN BAY, WI, 54305-3600	920-448-4185	\$262.00	\$141.00	\$62.00
BUFFALO	CINBY GIESE, CORONER	407 S 2ND ST POB 484, ALMA, WI, 54610-0494	608-685-4433	\$127.50	\$30.50	\$100.00
BURNETT	MIKE MALONEY, ME	7410 CO RD K #114, SIREN, WI, 54872	715-349-2126	\$100.00	\$50.00	\$100.00
CALUMET	MICHAEL KLAESER, ME	206 COURT ST, CHILTON, WI, 53014	920-849-2335	\$75.00	\$0.00	\$75.00
CHIPPewa	RONALD PATTEN, CORONER	32411 CO HWY MM, BOYD, WI, 54726	715-728-7701	\$125.00	\$125.00	\$125.00
CLARK	RICHARD SCHLEIFER, CORONER	317 SUNSET PL, NELLVILLE, WI, 54456	715-743-3157	\$125.00	\$25.00	\$45.00
COLUMBIA	KATELYN SCHARA, ACTING ME	PO BOX 132, PORTAGE, WI, 53901	608-742-4166	\$178.70	\$71.50	\$112.30
GRAVefORD	JOE MOROVITS, CORONER	225 N BEAUMONT RD #109, PRAIRIE DU CHIEN, WI, 53821	608-326-8414	\$75.00	\$25.00	\$10.00
DANE	VINCENT TRANCHIDA, ME	3111 LUDS LANE, MCFARLAND, WI 53558	608-284-6000	\$291.00	\$0.00	\$0.00
DODGE	P.J. SCHOEIBEL, ME	127 EAST OAK ST, JUNEAU, WI, 53039	920-386-3726	\$175.00	\$50.00	\$100.00
DOOR	VINCENT TRANCHIDA, ME	PO 23600, GREEN BAY, WI, 54305-3600	920-448-4185	\$262.00	\$141.00	\$62.00
DOUGLAS	DARRELL WITT, ME	PO 23600, GREEN BAY, WI, 54305-3600	920-386-3726	\$175.00	\$50.00	\$100.00
DUNN	MARGIE ROSAS, ME	1313 BELKNAP ST, SUPERIOR, WI, 54880-2779	715-395-1435	\$150.00	\$40.00	\$100.00
EAU CLAIRE	MARJORIE ROSAS, ME	615 STOKKE PKWY STE G300, MENOMONIE, WI, 54751	715-232-1348	\$125.00	\$125.00	\$125.00
FLORENCE	JEFF RICKABY, CORONER	721 OXFORD AVE STE 3820, EAU CLAIRE, WI 54703	715-839-4972	\$150.00	\$100.00	\$50.00
FOND DU LAC	ADAM COVACH, ME	501 LAKE AVE, PO BOX 678, FLORENCE, WI 54121	715-628-3346	\$100.00	\$0.00	\$0.00
FOREST	CRYSTAL SCHAUB, ME	134 WESTERN AVE, FOND DU LAC, WI, 54935	920-929-3366	\$193.50	\$61.00	\$150.00
GRANT	PHYLLIS FUERSTENBERG, CORONER	ONEIDA COUNTY COURTHOUSE, PO BOX 400, RHINELANDER, WI, 54501	715-369-6196	\$126.00	\$50.00	\$125.00
GREEN	MONICA HACK, CORONER	1115 ARBOR OAKS LA, LANCASTER, WI, 53813	608-723-2157	\$100.00	\$30.00	\$65.00
GREEN LAKE	JOHN WILLET, CORONER	N801 COUNTY RD S, JUDA, WI, 53560	608-328-9400	\$150.00	\$50.00	\$75.00
IOWA	WENDELL HAMLIN, CORONER	571 CTRY RD A, GREEN LAKE, WI, 54941	920-294-4000	\$153.15	\$40.84	\$100.00
JACKSON	DIANE SIMONICH, CORONER	222 N IOWA ST SUITE 402, DODGEVILLE, WI, 53533	715-561-3800	\$75.00	\$0.00	\$0.00
JEFFERSON	BONNIE KINDSCHY, ME	14007 N STATE LINE RD, HURLEY, WI, 54834	608-935-0383	\$100.00	\$50.00	\$100.00
JUNEAU	NICHOL TESCH, ME	311 S CENTER AVE, JEFFERSON, WI, 53549	920-674-7119	\$204.00	\$25.00	\$50.00
KENOSHA	MYRON OESTREICH, ME	220 E STATE ST RM 9, MAUSTON, WI, 53948	608-847-5649	\$150.00	\$90.00	\$80.00
KEWAUNEE	PATRICE HALL, ME	1000 55TH STREET, KENOSHA, WI 53140	262-653-3869	\$287.00	\$156.00	\$65.00
LA CROSSE	ROBY GROESSL, CORONER	50 VILLA HEIGHTS CT, ALGOMA, WI, 54201-9504	920-388-7108	\$150.00	\$35.00	\$50.00
LAFAYETTE	LINDA J GEBHARDT, CORONER	333 VINE STREET #1730, WI, 54601	608-785-9634	\$100.00	\$85.00	\$125.00
LANGLADE	LARRY SHADICK, CORONER	12993 NORTH ROAD, ARGYLE, WI, 53504	608-776-4870	\$100.00	\$100.00	\$100.00
LINCOLN	PAUL PROULX, CORONER	W7177 CTY T, PEARSON, WI, 54462	715-627-6411	\$75.00	\$0.00	\$75.00
MAINTOWOC	CURTIS GREEN, CORONER	W6444 TAYLOR ST, MERRILL, WI, 54452	715-536-6272	\$100.00	\$75.00	\$75.00
MARQUETTE	JESSICA BLAHNIK, ME	1110 S 9TH ST, MAINTOWOC, WI, 54220	920-683-4008	\$125.00	\$25.00	\$75.00
MARSH	KALYNN VAN ERMEN, ME	1308 WEST STREET, WAUSAU, WI 54401	715-261-1199	\$250.00	\$0.00	\$250.00
MARQUETTE	THOMAS WASTART II, CORONER	1926 HALL AVENUE, MARQUETTE, WI 54143	715-732-7421	\$100.00	\$50.00	\$50.00
MEMONIE	PATRICK T ROBERTS, ME	PO BOX 237, OXFORD, WI, 53952-0237	608-297-2115	\$100.00	\$0.00	\$100.00
MILWAUKEE	BRIAN PETERSON, ME	PO BOX 279, KESHENA, WI, 54135	715-799-3881	\$75.00	\$0.00	\$0.00
MONROE	ROBERT SMITH JR, ME	933 W HIGHLAND AVE, MILWAUKEE, WI, 53233	414-223-1200	\$357.00	\$153.00	\$50.00
ONEIDA	VINCENT TRANCHIDA, ME	112 S COURT ST RM 1005, SPARTA, WI, 54566	608-289-6333	\$100.00	\$100.00	\$100.00
ONEIDA	CRYSTAL SCHAUB, ME	PO BOX 23600, GREEN BAY, WI, 54305-3600	920-448-4185	\$262.00	\$141.00	\$62.00
OUTAGAMIE	DOUGLAS A BARTLETT, CORONER	ONEIDA COUNTY COURTHOUSE, PO BOX 400, RHINELANDER, WI 54501	715-369-6196	\$125.00	\$50.00	\$125.00
OZAUKEE	TIMOTHY J DEPPISCH, CORONER	320 SOUTH WALNUT ST, APPLETON, WI, 54911	920-632-6841	\$150.00	\$50.00	\$100.00
PEPIN	JOAN HUPPERT, CORONER	1201 SPRING ST, PORT WASHINGTON, WI, 53074	262-238-8455	\$200.00	\$100.00	\$75.00
		740TH 7TH AVE WEST, DURAND, WI 54736	715-672-7242	\$150.00	\$100.00	\$150.00

WISCONSIN CORONER/MEDICAL EXAMINER LISTING
10/11/2022

PIERCE	JOHN WORSING, ME	555 WEST OVERLOOK DRIVE, ELLSWORTH, WI 54011	715-273-5051	\$163.32	\$0.02	\$54.44
POLK	JOHN B DINNIES, ME	100 POLK COUNTY PLAZA STE 180, BALSAM LAKE, WI, 54810	715-485-9218	\$175.00	\$100.00	\$175.00
PORTAGE	SCOTT RIFLEMANN, ME	1500 STRONGS AVE, STEVENS POINT, WI, 54481	715-346-1449	\$75.00	\$0.00	\$75.00
PRICE	JAMES D DALBESIO III, CORONER	N6980 CONK RD, PHILLIPS, WI, 54555-6331	715-339-3011	\$100.00	\$50.00	\$0.00
RACINE	MICHAEL J. PAYNE, ME	1717 TAYLOR AVENUE, 3RD FLOOR, RACINE, WI 53403-2497	262-666-3303	\$208.00	\$78.00	\$78.00
RICHLAND	JAMES C ROSSING, CORONER	410 EAST PEARL ST POB 195, LONE ROCK, WI, 53556	608-604-8815	\$100.00	\$0.00	\$25.00
ROCK	VINCENT TRANCHIDA, ME	3530 N CTY RD F, POB 1649, JAMESVILLE, WI, 53547	608-757-5908	\$233.00	\$0.00	\$100.00
RUSK	JIM RASSBACH, ME	311 MINER AVE E RM 1533, LADYSMITH, WI, 54757	715-632-2200	\$75.00	\$0.00	\$100.00
SAUK	GREG HAHN, CORONER	1319 SAUK AVE, BARABOO, WI, 53913	608-365-4495	\$125.00	\$0.00	\$0.00
SAWYER	JOHN FROMEL, CORONER	15880 E 5TH ST, HAYWARD, WI, 54843	715-558-5696	\$50.00	\$100.00	\$100.00
SHAWANO	BRIAN J WESTFAH, CORONER	311 N MAIN ST, SHAWANO, WI, 54186	715-526-3111	\$125.00	\$0.00	\$0.00
SHEBOYGAN	CHRISTOPHER NIERANG, ME	615 N 6TH STREET, SHEBOYGAN, WI 53081	920-459-3845	\$153.45	\$102.30	\$100.00
ST CROIX	PATTY SCHACHTNER, ME	1101 CARMICHAEL RD, HUDSON, WI, 54016	715-381-4358	\$150.00	\$100.00	\$200.00
TAYLOR	SCOTT PERRIN, ME	224 S SECOND ST, MEDFORD, WI, 54451	715-482-8680	\$75.00	\$0.00	\$0.00
TREMPEALEAU	BONNIE KINOSCHY, CORONER	N 33352 HWY 53, WHITEHALL, WI, 54773	715-538-4351	\$100.00	\$0.00	\$100.00
VERNON	BETTY NICH, CORONER	318 FAIRLANE DR STE 216, VIREQUA, WI, 54665	608-637-5284	\$78.00	\$26.00	\$0.00
VILAS	CRYSTAL SCHAUB, ME	ONEIDA COUNTY COURTHOUSE, PO BOX 400, RHINELANDER, WI 54501	715-369-6196	\$125.00	\$50.00	\$125.00
WALWORTH	GINA CARVER, ME	1770 COUNTY RD NN, ELKHORN, WI 53121	262-741-4729	\$250.00	\$0.00	\$0.00
WASHINGTON	ANGELA PANK, CORONER	PO BOX 639, SHELL LAKE, WI 54871	715-468-4720	\$100.00	\$50.00	\$50.00
WASHBURN	LYNDA BIEDRZYCKI, ME	500 ROLFS AVE, ROOM 1130, WEST BEND, WI, 53090	262-335-4460	\$240.00	\$100.00	\$70.00
WAUKESHA	LYNDA BIEDRZYCKI, ME	515 W MORELAND BLVD, WAUKESHA, WI, 53188-2428	262-548-7575	\$265.00	\$84.00	\$65.00
WAUPACA	CATHI WEGENER, ME	LAW ENFORCEMENT CENTER, 1402 ROYALTON ST, WAUPACA, WI, 54981	715-258-4466	\$150.00	\$0.00	\$0.00
WAUSHARA	AMANDA THOMA, ME	430 E DIVISION STREET, WAUTOMA, WI 54982	920-787-6612	\$125.00	\$75.00	\$100.00
WINNEBAGO	CHERYL BREHMER, CORONER	448 ALGOMA BLVD, OSHKOSH, WI, 54901	920-236-4804	\$150.00	\$0.00	\$50.00
WOOD	SCOTT D BREHM, CORONER	400 MARKET ST POB 8095, WIRAPIDS, WI, 54495	715-459-3398	\$100.00	\$100.00	\$0.00

1 - 2023

2

3 **RESOLUTION:** Authorize the use of \$52,500 from the National Opioid Abatement Settlement
4 Fund for the Sheriff's Office program contracting with Solutions Recovery, Inc.
5 for an on-site liaison for the Sobriety Treatment Assisted Recovery (STAR)
6 Program
7

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

9 **WHEREAS,** Winnebago County has seen an increase in substance use disorders adversely affecting lives; and

10 **WHEREAS,** Winnebago County's Medication-Assisted Treatment (MAT) program has been a success; and

11 **WHEREAS,** the Sobriety Treatment Assisted Recovery (STAR) program was created to enhance the MAT
12 program; and

13 **WHEREAS,** funding will allow for an on-site liaison provided by Solutions Recovery, Inc.; and

14 **WHEREAS,** the program will coordinate the Solutions Peer Response Team members within the jail; and

15 **WHEREAS,** the program will also assist individuals receiving medical treatment to obtain continued care and
16 more treatment options post incarceration; and

17 **WHEREAS,** the program will help participants on a successful path to recovery after their release into the
18 community; and

19
20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
21 authorizes the use of \$52,500 from the National Opioid Abatement Settlement Fund to the Sheriff's Office program
22 contracting with Solutions Recovery, Inc.
23

24 ***FISCAL IMPACT:*** The fiscal impact is authorizing the use of \$52,500 from the National Opioid Abatement
25 Settlement Fund for an on-site liaison for STAR.
26

27 Respectfully submitted by:

28 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

29 Committee Vote: _____

30 Respectfully submitted by:

31 **PERSONNEL AND FINANCE COMMITTEE**

32 Committee Vote: _____

33 Vote Required for Passage: _____
34

35 Approved by the Winnebago County Executive this _____ day of _____, 2023.
36

37 _____
38 Jonathan D. Doemel
39 Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: October 25, 2023

FROM: Sheriff John Matz

RE: Solutions Recovery, Inc contract funded by National Opioid Abatement Settlement Fund

General Description:

Authorize the use of \$52,500 from the National Opioid Abatement Settlement Fund for the Sheriff's Office program contracting with Solutions Recovery, Inc. to provide a Solutions Peer Response Team administrative position for the Sobriety Treatment Assisted Recovery (STAR) program. This will cover the costs of the contract for all of 2023 (\$7,500 per month from June-December 2023).

Action Requested:

Motion to approve resolution to authorize the use of \$52,500 from the National Opioid Abatement Settlement Fund to the program contracted between the Sheriff's Office and Solutions Recovery, Inc. to provide a Solutions Peer Response Team administrative position for the Sobriety Treatment Assisted Recovery (STAR) program.

Procedural Steps:

(Show each level of committee and board approval needed, with meeting dates.)

Committee of Jurisdiction: Judiciary_____ Meeting date: 11/06/23

Action taken: _____ Vote: _____

Other Committee: Personnel and Finance____ Meeting date: 12/04/23

Action taken: _____ Vote: _____

County Board Meeting date: 12/19/23

Background:

In 2022, the Winnebago County Sheriff's Office implemented a Medication Assisted Treatment (MAT) Program to offer naltrexone (Vivitrol), an FDA-approved medication to treat substance use disorders (SUD) to eligible individuals housed within the Winnebago County Jail, which provided treatment for SUD to individuals immediately prior to their release from custody. The program has evolved and has been a collaborative effort and involves a partnership among the Health Services Unit of the Winnebago County Jail, Winnebago County Jail Corrections Deputies, Winnebago County Department of Human Services, and Solutions Recovery Center.

The response to MAT was overwhelming and quickly had immense growth. After several months of MAT, jail staff recognized the missing piece to being successful in recovery was the human piece, and it was agreed that the recovery community would be the best partner for this piece. Coming from data reviewed and recommendations from the Winnebago County Overdose Fatality Review (OFR) team, the program was also created based on community stakeholder conversations, and the need to meet people where they're at. The Solutions Peer Response Team (SPRT) was started as an innovative program targeted at quicker responses to immediate substance use concerns within Winnebago County. The SPRT is a peer-driven program made up of staff who all have lived experience and are trained recovery coaches.

Within the jail, the Sobriety Treatment Assisted Recovery (STAR) program was born in the summer of 2023, and connects peers support recovery coaches with people where they are – our jail population. Peers are available 24/7 to respond to any substance use related need within our population at no cost.

Policy Discussion:

The growth was so rapid, and the program so very successful, that an on-site liaison for the Recovery Coaches working directly with the inmates was needed, and an agreement with Solutions Recovery, Inc. was reached in the Spring of 2023, with the following parameters:

A. PROVIDER OBLIGATIONS

1. *Solutions Recovery, Inc. will administer and oversee the Vivitrol MAT program in the jail. This is a one-year position that may be renewed yearly to maintain the MAT Program continuously through April 30th, 2024. The Provider agrees to the following:*
 - a. *Provider will maintain and oversee the program and provide direct supervision of the Recovery Coaches.*
 - b. *Provider will determine the eligibility for inmates to receive a Vivitrol injection and make the referral to the Winnebago County Jail Health Services Unit.*
 - c. *Provider will work with Winnebago County Human Services staff to coordinate county resident post release treatment.*
 - d. *Provider will make referrals to the county of residence for those inmates living outside of Winnebago County.*
 - e. *Provider or designee will participate in grant reporting as required and a minimum of quarterly meetings with the Corrections Administration.*
 - i. *Provider will report aggregate data to include: shots administered, served, and billing for Recovery Coach time with inmates.*

B. MUTUAL OBLIGATION(S)

1. *The Provider and Purchaser will agree to communicate updates as needed. Both parties will agree to a future meeting schedule.*
2. *Provider and Purchaser agree to meet quarterly, or as needed, to review program progress and responsibility updates.*

It's noteworthy that this agreement was reached in April 2023 with the original parameters of a one-year trial period. It is astoundingly clear that not only will this program continue beyond the one-year trial period, but expansion to increase capacity within the STAR program is already being planned.

Attachments:

Attachment 1-Resolution

Attachment 2-Purchase of Services Contract

WINNEBAGO COUNTY
PURCHASE OF SERVICES CONTRACT

RE: Vivitrol/Recovery Coach Program Coordinator Contract

THIS AGREEMENT by and between Winnebago County, hereinafter referred to as "COUNTY" (whether a department, board, or agency thereof), and Recovery Solutions, Inc., hereinafter referred to as "PROVIDER."

WITNESSETH:

WHEREAS the COUNTY, whose address is 415 Jackson Street, Oshkosh, WI 54901, desires to purchase services from the PROVIDER for the purpose of a ***Vivitrol/Recovery Coach Program Coordinator***; and

WHEREAS the PROVIDER whose address is 621 Evans Street, Oshkosh, WI 54901, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the PROVIDER do agree as follows:

1. TERM:

THIS AGREEMENT becomes effective on 05/01/2023 and shall remain in force and effect for (1) one year, or until 04/30/2024. Winnebago County will then have the option of continuing services with the Provider for a period of (1) one additional year. Should the PROVIDER fail to complete its obligations under this Agreement, the COUNTY may invoke the penalties set forth in one of the following: the bid specifications, the RFP, RFQ, or Schedule A. The COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement.

2. SERVICE TO BE PROVIDED: PROVIDER agrees to provide the following:

- services detailed in the bid specifications (RFB) # ; or
- request for proposals (RFP) # and the response thereto, if any; or
- request for quotes (RFQ) # , and the response thereto, if any; or
- Schedule A,

attached hereto, and incorporated herein by reference.

In the event of a conflict between or among any of the above-checked provisions, it is agreed that the terms of Schedule A, to the extent of any conflict, will be controlling, but only as it pertains to the specific service to be provided.

3. **ASSIGNMENT**: PROVIDER shall not assign any interest or obligation in this Agreement and shall not transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the COUNTY unless permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.
4. **TERMINATION**: If, through any cause, the PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the PROVIDER shall violate any of the covenants or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written notice to the PROVIDER of such termination and specifying the effective date thereof. There shall be no other termination or cancelation of this Agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.
5. **UNFINISHED WORK**: In the event the COUNTY exercises its unilateral right to terminate this Agreement for cause in the manner provided for in Paragraph 4, above, all finished or unfinished documents, services, papers, data, products, or the like prepared, produced, or made by the PROVIDER under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products, or the like. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the PROVIDER, and the COUNTY may withhold any payments to the PROVIDER for the purpose of set-off.
6. **FAILURE TO APPROPRIATE FUNDS**: The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.
7. **TERMS OF PAYMENT**: The COUNTY will pay the PROVIDER for all the aforementioned work in a sum not to exceed sixty thousand dollars (\$60,000) per year upon satisfactory completion of the work and performance of this contract. All goods and services delivered prior to December 31st must be invoiced to the COUNTY by January 31st of the subsequent year or the invoice will be subject to a 10% deduction for late billing.

8. **WISCONSIN LAW CONTROLLING:** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
9. **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 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:
- 1) The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall make 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.
 - 2) 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.
 - 3) Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
 - 4) 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.
 - 5) 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.
 - 6) 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.
 - 7) The proceeding and arbitration shall be governed by the laws of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

10. **PROVIDER EFFICIENCY:** PROVIDER shall commence, carry on, and complete its obligations under this Agreement with all deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, the PROVIDER agrees to cooperate with the various departments, agencies, employees, and officers of the COUNTY.
11. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that the PROVIDER is an independent contractor and that the PROVIDER, its employees, and agents are not employees of COUNTY. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to have any direct contractual relationship with COUNTY.
12. **DELIVERY BY MAIL:** Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
13. **HOLD HARMLESS:** At all times during the term of this Agreement, PROVIDER agrees to indemnify, save harmless, and defend the COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, losses, damages, costs, or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of the PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the COUNTY, its agencies, boards, commissions, officers, employees, or representatives.
14. **INSURANCE:**
 - A. Prior to commencing work, PROVIDER shall, at its own cost and expense, furnish COUNTY with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State of Wisconsin:
 - 1) **Workers' Compensation:** (Statutory) In compliance with the Compensation Law of the State of Wisconsin and Employers' Liability Insurance with a limit not less than \$100,000 each accident.
 - 2) **Comprehensive or Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit

for bodily injury and property damage. This insurance shall include, but not be limited to, the following coverages:

- a) Premises—Operations
- b) Products and Completed Operations
- c) Broad Form Property Damage
- d) Contractual
- e) Personal Injury

- 3) **Professional Liability:** (If applicable) Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate.
- 4) **Automobile Liability:** Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for bodily injury and property damage. This insurance shall include bodily injury and property damage coverage for all of the following:
 - a) Owned Automobiles
 - b) Hired Automobiles
 - c) Non-Owned Automobiles

B. The certificate shall list the **Certificate Holder and Address** as follows:

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR
PO BOX 2808
OSHKOSH WI 54903-2808

The Winnebago County Department(s) involved shall be listed under "**Description of Operations.**"

- C. 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.**"
- D. Such Insurance Certificate shall include a thirty (30) day notice prior to cancelation or material policy change, which notice shall be given to:

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR
PO BOX 2808
OSHKOSH WI 54903-2808

All such notices shall name the contractor and identify the contract project. All of the above coverages, limits, and conditions are required unless waived in writing by the COUNTY's Safety Insurance Coordinator.

- E. The Winnebago County Insurance Coordinator must approve any exception to these requirements. Submit any requests in writing to:

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR

PO BOX 2808
OSHKOSH WI 54903-2808

or email to: lforbes@winnebagocountywi.gov


15. **LIMITATION EFFECT ON PAYMENTS BY COUNTY:** In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of the PROVIDER, and the making of any such payment by COUNTY while any such default or breach shall exist in no way shall impair or prejudice the right of COUNTY with respect to recovery of damages or other remedies as a result of such breach or default.
16. **DISCRIMINATION:** During the term of this Agreement, the PROVIDER agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The PROVIDER agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.
17. **AFFIRMATIVE ACTION:** PROVIDER may be required to file an Affirmative Action Plan with the COUNTY if the PROVIDER receives \$10,000 in annual aggregate contracts or other such consideration of comparable worth, and PROVIDER has ten (10) or more employees. Such plan must be filed within fifteen (15) days of the effective date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by the COUNTY.
18. **EQUAL OPPORTUNITY EMPLOYER:** PROVIDER shall, in all solicitations for employment placed on PROVIDER's behalf, state that PROVIDER is an "Equal Opportunity Employer."
19. **COMPLIANCE INFORMATION:** PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.
20. **PROVIDER'S LEGAL STATUS:** PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so and, if a corporation, that

the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on the last page of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and the PROVIDER's legal status.

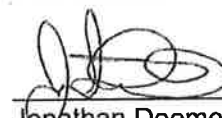
21. **COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW:** Provider understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of a Provider that are "produced or collected" by the Provider under this Agreement ("Records"). Provider is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Provider acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Provider 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. Provider's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Provider must defend and hold County harmless from liability due such breach.
22. **ENTIRE AGREEMENT:** The entire Agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.


IN WITNESS WHEREOF, COUNTY and PROVIDER have executed this Agreement and its Schedules as of the day set forth above.

FOR THE PROVIDER:


Trevor Fenrich, Executive Director 5/11/23 Date

FOR WINNEBAGO COUNTY:


Jonathan Doemel 5/19/2023 Date
Winnebago County Executive


Julie Barthels 5.3.2023 Date
Winnebago County Clerk

REGISTERED AGENT:

Name

Address

City/State/Zip

Drafted by:
Mary Anne Mueller
Corporation Counsel for
Winnebago County

Revised: 05/2021

SCHEDULE A

Re: Solutions Recovery Vivitrol/Recovery Coach Program Coordinator

The intent of this agreement is for Solutions Recovery, Inc. to administer the Sheriff's Office Vivitrol Medication Assisted Treatment (MAT) Program and be the on-site liaison for the Recovery Coaches working with the inmates.

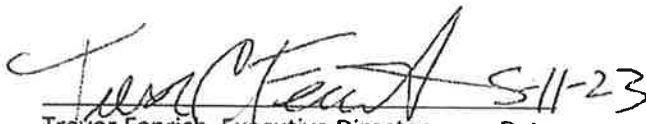

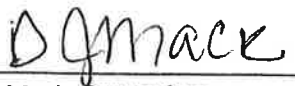
The parties agree to the following:

A. PROVIDER OBLIGATIONS

1. Solutions Recovery, Inc. will administer and oversee the Vivitrol MAT program in the jail. This is a one-year position that may be renewed yearly to maintain the MAT Program continuously through April 30th, 2024. The Provider agrees to the following:
 - a. Provider will maintain and oversee the program and provide direct supervision of the Recovery Coaches.
 - b. Provider will determine the eligibility for inmates to receive a Vivitrol injection and make the referral to the Winnebago County Jail Health Services Unit.
 - c. Provider will work with Winnebago County Human Services staff to coordinate county resident post release treatment.
 - d. Provider will make referrals to the county of residence for those inmates living outside of Winnebago County.
 - e. Provider or designee will participate in grant reporting as required and a minimum of quarterly meetings with the Corrections Administration.
 - i. Provider will report aggregate data to include: shots administered, served, and billing for Recovery Coach time with inmates.

B. MUTUAL OBLIGATION(S)

1. The Provider and Purchaser will agree to communicate updates as needed. Both parties will agree to a future meeting schedule.
2. Provider and Purchaser agree to meet quarterly, or as needed, to review program progress and responsibility updates.

 Trevor Fenrich, Executive Director	5-11-23 Date	 John Matz, Sheriff, Winnebago County	5-11-23 Date
 David Mack, Corrections Captain, Winnebago County	5-11-23 Date		

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ORDINANCE: Amend Winnebago County General Code Section 1.12 (7) to increase and expand citizen member compensation on Committees, Commissions, Boards, and other Entities as well as Board of Canvas Citizen Member Compensation

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, citizen membership of Winnebago County committees, commissions, and boards as well as other entities is integral to carry out the mission of the Winnebago County Board of Supervisors; and

WHEREAS, the Winnebago County Board of Supervisors has reviewed and upgraded compensation for Winnebago County Board Supervisors; and

WHEREAS, it is in the interest of the Winnebago County Board of Supervisors and citizens of Winnebago County to adequately compensate citizen members appointed to committees, commissions, and boards and other entities.

NOW, THEREFORE, THE WINNEBAGO COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS: Section 1.12 (7) is amended as follows:

Non-supervisors who are duly appointed to serve on committees, boards, commissions, who are not acting within the scope of their employment or office in so doing, shall be ~~eligible for a \$50 payment for a half day meeting (4 hours or less) but not more than \$75 per day and expense reimbursements.~~ **paid \$75.00 per half day of service (4 hours or less) and \$100 per full day of service (more than 4 hours). Board of Canvas Citizen Members, in recognition of the stress and concerted effort required, shall be paid \$100 per half day of service (4 hours or less) and \$150 per full day of service (more than 4 hours).**

Fiscal Note:

Respectfully submitted by:
SUPERVISOR PAUL EISEN, District 4

Respectfully submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE

Committee Vote: _____

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

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

Jonathan D. Doemel
Winnebago County Executive

AGENDA ITEM REPORT

Date October 8, 2023

FROM: Supervisor Paul Eisen, District 4

GENERAL DESCRIPTION

This ordinance will increase per diem for Citizen members of Winnebago County Committees, Commissions, Boards, and Other Entities to \$75 per half day and \$100 per full day (over 4 hours).

ACTION REQUIRED

Approval of the attached Ordinance.

PROCEDURAL STEPS:

Judiciary and Public Safety Committee

Meeting date: 11/6/2023

BACKKGROUND/POLICY DISCUSSION

Ordinance 1.12 increase County Board members salary. It is altogether appropriate to increase the per diem of Citizen members of Committees, Commissions, Boards, and other Entities.

This Ordinance amendment will assure our valuable Citizen members that with the salary approved for County Board Supervisors, that Citizen members serving Winnebago County have not been overlooked or taken for granted. This includes the special increase for Board of Canvass members.

2
3 **RESOLUTION: Amends Sections 23.0, 23.1, 24.0 and Creates Sections 23.2 and 26.0 of the Rules of the**
4 **Winnebago County Board of Supervisors to Create Seven Standing Committees and Two**
5 **Major Boards, and Make the Legislative Committee a Special Committee**
6

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

8 **WHEREAS**, Resolution 30-042022 provided in pertinent part, "All Winnebago County Board of Supervisors
9 rule changes affecting committee structure shall be postponed to a later time and the Winnebago County Board of
10 Supervisors shall adhere to the usually organizational majority voting requirement at said meeting(s)"; and

11 **WHEREAS**, the Ad Hoc Structure Review Task Force (hereafter "Task Force") was established in March
12 2023 to propose a right-sized suite of solutions for structure of the Winnebago County Board; and

13 **WHEREAS**, the current structure consists of twelve standing committees and three boards associated with
14 large departments; and

15 **WHEREAS**, the Task Force members have spoken with other counties and asked for feedback from the
16 Winnebago County Board Supervisors and Winnebago County Department heads in the form of questionnaires; and

17 **WHEREAS**, the Task Force has reviewed the responses; and

18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it amends
19 sections 23.0, 23.1, 24.0 and creates sections 23.2 and 26.0 of the Rules of the Winnebago County Board of
20 Supervisors to create seven standing committees and two major boards, and make the Legislative Committee a
21 special committee with the wording below:

22 **23.0 STANDING COMMITTEES AND MAJOR BOARDS**

23 **23.1 Standing Committees of the Winnebago County Board**

24 **A) Public Works**

25 This committee consists of 5 County Board Supervisors.

26 **B) Judiciary and Public Safety**

27 This committee consists of 5 County Board Supervisors.

28 **C) Finance and Administration**

29 This committee consists of 5 County Board Supervisors.

30 **D) Natural Resources**

31 This committee consists of 5 County Board Supervisors

32 **E) Planning and Zoning**

33 This committee consists of 5 County Board Supervisors

34 **F) Aviation**

35 This committee consists of 5 County Board Supervisors

36 **G) Land Conservation**

37 This Committee consists of 5 County Board Supervisors and two citizen members, one who is a
38 person engaged in an agricultural use as defined under Wis. Stat 91.01(2)(a)1-7.

39
40 **23.2 Major Boards of the Winnebago County Board**

41 **A) Solid Waste Management Board**

42 This Board consists of five Winnebago County Board Supervisors and four citizen members, all
43 appointed for three-year terms by the Winnebago County Executive and confirmed by the Winnebago County Board
44 of Supervisors. Membership includes: two members from the Neenah-Menasha area, two members from the
45 Oshkosh area, one member from the North/Central area, one member from the South/Central area, one member
46 from the Western area, two members at large.

47 B) Health and Human Services Board

48 This Board consists of six Winnebago County Board Supervisors and three citizen members
49 appointed by the Winnebago County Executive and confirmed by the Winnebago County Board of Supervisors. At
50 least one member of the Board should be a physician and registered nurse, and if unable to locate, a good faith effort
51 to appoint a physician assistant and nurse practitioner, or both. Additionally, one member shall be an individual who
52 receives or has received services from the Human Services departments or a family member of the same.

53 **24.0 GENERAL DUTIES OF STANDING COMMITTEES AND MAJOR BOARDS**

54 **24.1 NATURAL RESOURCES COMMITTEE**

55 The committee consists of five Winnebago County Board Supervisors. At least two members of this
56 Committee are members of the Land Conservation Committee. The committee:

- 57 A. The committee reviews policy issues relating to the Winnebago County University Extension Program,
58 Winnebago County Library Services, and the Winnebago County Fair, Winnebago County parks and
59 recreation areas, including boat landings, recreational greenways, general parkland, Sunnyview
60 Exposition Center, and associated programs and wildlife preservation areas and shall advise and
61 recommend appropriate policy goals and legislative actions to be taken by the Winnebago County Board.
62 B. The committee establishes procedure and makes recommendations to the Winnebago County Board of
63 Supervisors as to the award of college scholarships from the College Scholarship Fund to students who
64 are Winnebago County residents.
65 C. Two members of this committee shall function as Winnebago County members of the Board of Trustees
66 of The University of Wisconsin – Fox Valley campus.

67 Wis. Stats. 59.56

68 **24.2 AVIATION COMMITTEE**

69 The committee consists of five Winnebago County Board Supervisors. The committee reviews policy issues
70 relating to Wittman Regional Airport and other aviation matters of concern to Winnebago County and shall advise
71 and recommend appropriate policy goals and legislative action to be taken by the Winnebago County Board.

72 **24.3 PUBLIC WORKS COMMITTEE**

73 The committee consists of five Winnebago County Board Supervisors. Pursuant to Wis Stat. 83.015(1)(c)
74 members of the Public Works Committee shall be appointed and hold office in the same manner as provided for
75 other standing committees. The committee:

- 76 A. Makes and reviews policy relating to the Winnebago County Highway Department and other highway
77 matters of concern to Winnebago County and shall advise and recommend appropriate policy goals and
78 legislative action to be taken by the Winnebago County Board.
79 B. Reviews policy issues and goals relating to the Winnebago County Facilities and Property Management
80 Department and all Winnebago County owned or leased facilities and develops long range plans for

81 buildings, grounds, and office space and shall advise and recommend appropriate policy goals and
82 legislative action to be taken by the Winnebago County Board.
83 C. The committee shall have the duties and responsibilities of a county highway committee under Section
84 83.015 Wis. Stats.

85 Wis. Stat. 83.015.

86 **24.4 PLANNING AND ZONING COMMITTEE**

87 The committee consists of five Winnebago County Board Supervisors, at least one but not more than two
88 from an incorporated area. The committee:

- 89 A. Reviews policy issues relating to the Winnebago County Planning and Zoning Department and
90 Winnebago County Register of Deeds and shall advise and recommend appropriate policy goals and
91 legislative action to be taken by the Winnebago County Board.
- 92 B. Determines the broad outlines and principles governing the administrative powers and duties specified in
93 Wis. Stat. 59.69, and is a quasi-judicial body with decision-making power including, but not limited to
94 conditional use, planned unit development and rezoning.
- 95 C. Bears responsibility for all matters of procedure relating to the Winnebago County Zoning Ordinance
96 including but not limited to basic zoning provisions, floodplain/shoreland provisions and airport zoning
97 provisions, except those designated to Zoning Board of Adjustment's jurisdiction.
- 98 D. Creates and maintains Winnebago County's development plan.

99 Wis. Stats. 59.69, 59.694, 59.43

100 **24.5 JUDICIARY & PUBLIC SAFETY COMMITTEE**

101 The committee consists of five Winnebago County Board Supervisors. The committee:

- 102 A. Reviews policy issues relating to the Office of the Winnebago County Clerk of Courts, Winnebago
103 County Sheriff's Office, Winnebago County District Attorney's Office, Winnebago County Medical
104 Examiner's Office, Winnebago County Corporation Counsel, Winnebago County Family Court
105 Commissioner, Winnebago County Court Commissioners, Winnebago County Emergency Management
106 Department, and Winnebago County Child Support Office and shall advise and recommend appropriate
107 policy goals and legislative action to be taken by the Winnebago County Board.
- 108 B. Submits recommendations for Winnebago County Board rules to be considered at the Winnebago
109 County Board organization meeting or at other Winnebago County Board meetings.
- 110 C. Submits recommendations for apportionment of supervisory districts in Winnebago County.

111 Wis. Stat. 323.14

112 **24.6 FINANCE AND ADMINISTRATION COMMITTEE**

113 The committee consists of five Winnebago County Board Supervisors. The committee:

- 114 A. Reviews policy issues relating to the Winnebago County Department of Administration, Winnebago
115 County Treasurer's Office, Winnebago County Finance Department, Winnebago County Human Resources
116 Department, Winnebago County Clerk's Office, and Winnebago County Information Technology Department and
117 shall advise and recommend appropriate policy goals and legislative action to be taken by the Winnebago County
118 Board.
- 119 B. Receives all personnel requests for study and recommendation.

120 C. Reviews proposed personnel policies and amendments as submitted by the Director of Human Resources
121 and Winnebago County Executive and submits recommendations to the Winnebago County Board for consideration
122 and legislative action.

123 D. Reviews personnel actions in all Winnebago County departments as reported by the Director of Human
124 Resources.

125 E. Recommends to the Winnebago County Board, prior to the earliest time for filing nomination papers, a
126 salary schedule for elected officials, appointed officials and other employees of Winnebago County unless otherwise
127 determined by agreement or law.

128 F. Authorizes budgetary alterations as permitted in Wis Stat. 65.90(5) in any of the following situations:

- 129 1. A transfer of funds between budgeted items of an individual county department if such budgeted
130 items have been separately appropriated, and
- 131 2. Supplementation of appropriations for a particular office or department by transfer from the
132 Contingency Fund. The limitation on the dollar amount set aside in the budgetary alteration shall
133 be the amount set aside in the Contingency Fund or the sum of \$40,000.00, whichever is the
134 lesser sum, and
- 135 3. Notwithstanding subsection (2), above, to accept gifts for any Winnebago County Department and
136 appropriate monies received from said gifts to their intended purpose provided that the total
137 amount of said appropriation does not exceed 10% of the total amount of funds budgeted for such
138 office department or activity for that budgetary year.

139 The committee may refuse to authorize a budgetary alteration in whole or in part or may grant any such alteration
140 conditionally as it deems appropriate.

141 G. Reviews all financial reports submitted to the Winnebago County Board by the Winnebago County
142 Executive, by Winnebago County officials and by auditors retained by Winnebago County. (The County Executive is
143 charged with the responsibility to examine, settle and allow all general accounts against Winnebago County and to
144 have issued Winnebago County orders therefor.)

145 H. Advises the Winnebago County Director of Finance and Winnebago County Executive in the matter of
146 investment of county funds and reports to the Winnebago County Board from time to time regarding Winnebago
147 County finances.

148 I. Examines all claims filed against Winnebago County for illegal taxes of any kind and shall make a report to
149 the Winnebago County Board and submit a recommendation on all matters pertaining to illegal taxes.

150 J. Performs such responsibilities as are indicated in Sec. 3.03 of the Winnebago County General Code
151 concerning properties taken by Winnebago County by tax deed.

152 K. Advises with the Winnebago County Director of Administration and Winnebago County Executive in
153 matters establishing appropriate insurance coverages for Winnebago County.

154 L. Reviews all claims filed against Winnebago County pursuant to Wis Stats. ~~59.76~~ and Sec. 893.80 and
155 submits its recommendation to the Winnebago County Board for consideration and legislative action. Submits an
156 annual report on the disposition of all claims.

157 M. Reviews and adopts affirmative action plans submitted by the Affirmative Action Commission.

158 N. Studies, recommends, and forwards all grant applications acceptances to the Winnebago County Board.

159 ~~O. Reviews all proposals and needs relating to Winnebago County's present and future information systems~~
160 ~~and technologies related thereto.~~

161

162

163 **24.7 LAND CONSERVATION COMMITTEE**

164 Land Conservation consists of 5 Winnebago County Board Supervisors and two citizen members, one who is
165 a person engaged in an agricultural use as defined under Wis. Stat 91.01(2)(a)1-7. Two members shall be members
166 of the **Natural Resources Committee. The Winnebago County Board shall designate a representative from the**
167 **Winnebago County Planning and Zoning Committee and the Winnebago County Solid Waste Management Board.**

168 The committee:

169 **A. Is a policy making body determining the broad outlines and principles governing administration of**
170 **Winnebago County soil and water conservation. The committee reviews policy issues relating to the**
171 **Winnebago County soil and water conservation programs and shall advise and recommend appropriate**
172 **policy goals and legislative action to be taken by the Winnebago County Board.**

173 ~~B. Is the committee of jurisdiction for the Land and Water Conservation Department.~~

174 B. Develops and adopts standards and specifications for management practices to control erosion,
175 sedimentation, and nonpoint source water pollution throughout Winnebago County.

176 C. Distributes and allocates federal, state and county funds made available to the committee for cost
177 sharing programs or other incentive programs for improvements and practices relating to soil and water conservation
178 on private or public lands.

179 D. Carries out prevention and control measures and works of improvement for flood prevention and for
180 conservation, development, utilization and control of water within Winnebago County. These preventative and control
181 measures and works of improvement may be carried out on lands owned or controlled by that state or any of its
182 agencies, with the cooperation of the agency administering and having jurisdiction of the land, and on any other
183 lands within Winnebago County upon obtaining the consent of the landowner or the necessary rights or interests in
184 the land.

185 E. Prepares long range plans which include inventories of natural resources in Winnebago County, a
186 description of present natural resource uses and a projection of future trends, an assessment of resource
187 conservation problems in relation to use practices and actions necessary to correct those problems including specific
188 goals and provisions for the development, management, and conservation of soil, water and related natural
189 resources.

190 F. Enters into agreements with, or furnishes financial, technical, planning, or other assistance to any
191 agency,
192 governmental or otherwise, or any landowner, or land user, within the incorporated or unincorporated parts of
193 Winnebago County, in carrying out resource conservation operations and works of improvement for flood prevention
194 or for the conservation, development, utilization and protection of soil and water resources within Winnebago County.

195 G. Encourages soil and water conservation research and educational information and public service
196 outreach programs.

197 Wis. Stats. 92.06, 92.07, and 92.09

198 **24.8 HEALTH AND HUMAN SERVICES BOARD**

199 The Health and Human Services Board includes six Winnebago County Board Supervisors and three citizen
200 members who are appointed by the Winnebago County Executive and confirmed by the Winnebago County Board of
201 Supervisors.

202 A. The Board determines the broad outlines, principles and policies governing the administration and scope
203 of the health and human services array of public health, human services, nursing home services, veteran
204 services, and recommends budgetary and legislative action to be taken by the Winnebago County Board as it
205 relates to the departments under its jurisdiction.

206 B. The Health and Human Services Board is authorized to act as the Winnebago County Board of Health
207 pursuant to Wis. Stat. 251.03(1)

208 Wis. Stats. 46.23(4), 45.81 and 251.03.

209 **24. 9 SOLID WASTE MANAGEMENT BOARD**

210 This Board consists of nine members, five of whom are Winnebago County Board Supervisors and four
211 citizen members, all appointed by the Winnebago County Executive and confirmed by the Winnebago County Board
212 of Supervisors. Subject to the rules and regulations established and amended by the Winnebago County Board and
213 the Winnebago County Executive in their respective areas of responsibility, the Solid Waste Management Board:

214 a) Develops a plan for a solid waste management system.

215 b) Collects, transports, disposes of, destroys or transforms wastes, including without limitation because of
216 enumeration, garbage, ashes or incinerator residue, municipal, domestic, agricultural, industrial and commercial
217 rubbish, waste or refuse material, including explosives, pathological wastes, chemical wastes, herbicide and
218 pesticide wastes.

219 c) Acquires lands within Winnebago County by purchase, lease, donation or eminent domain for use in the
220 solid waste management system.

221 d) Authorizes employees or agents to enter upon lands to conduct reasonable and necessary investigations
222 and tests to determine the suitability of sites for solid waste management activities whenever permission is obtained
223 from the property owner.

224 e) Acquires by purchase, lease, donation or eminent domain such easements or other limited interests in
225 lands as are desired or needed to assure compatible land uses in the environs of any site that is part of the solid
226 waste disposal system.

227 f) Establishes operations and methods of waste management that are considered appropriate. Waste burial
228 operations shall be in accordance with sanitary landfill methods and the sites shall, insofar as is practicable, be
229 restored and made suitable for attractive recreational or productive use upon completion of waste disposal
230 operations.

231 g) Acquires necessary equipment, uses equipment and facilities of the Winnebago County Highway
232 Department; and constructs, equips and operates incinerators or other structures to be used in the solid waste
233 management system.

234 h) Adopts and enforces ordinances necessary for the conduct of the solid waste management system and
235 provides forfeitures for violations.

236 i) Contracts with private collectors or transporters or municipalities to receive and dispose of wastes.

237 j) Engages in, sponsors or co-sponsors research and demonstration projects intended to improve the
238 techniques of solid waste management or to increase the extent of reuse or recycling of materials and resources
239 included within the wastes.

240 k) Accepts funds derived from state or federal grant or assistance programs and enters into necessary
241 contracts or agreements.

242 l) Appropriates funds and levy taxes to provide funds for acquisition or lease of sites, easements, necessary
243 facilities and equipment and for all other costs required for the Solid Waste Management System except that no
244 municipalities which operates its own solid waste collection management program under Wis. Stat. 287.09(2)(a) or
245 waste collection and disposal facility or property therein shall be subject to any tax levied hereunder to cover the cost
246 of operation of these functions. Such appropriations may be treated as a revolving capital fund to be reimbursed from
247 proceeds of the system.

248 m) Makes payments to any municipality in which Winnebago County disposal sites or facilities are located to
249 cover the reasonable costs of services rendered to such sites or facilities.

250 n) Charges or assesses reasonable fees, approximately commensurate with the costs of services rendered
251 to persons using the services of the Winnebago County Solid Waste Management System. Fees may include a
252 reasonable charge for depreciation which shall create a reserve for future capital outlays for waste disposal facilities
253 or equipment. All assessments for liquid waste shall be assessed by volume.

254 o) Creates service districts which provides different types of solid waste collection or disposal services.
255 Different regulations and cost allocations may be applied to each service district. Costs allocated to such service
256 districts may be provided by general tax upon the property of the respective districts or by allocation of charges to the
257 municipalities whose territory is included within such districts.

258 p) Utilizes or disposes of by sale or otherwise any and all products or by-products of the solid waste
259 management system.

260 q) Imposes fees, in addition to the fees imposed under Wis. Stat. 289, upon persons who dispose of solid
261 waste at publicly owned solid waste disposal sites in Winnebago County for the purpose of cleaning up closed or
262 abandoned solid waste disposal sites within Winnebago County, subject to all of the following conditions:

- 263 1. The fees are based on the amount of solid waste that is disposed of by each person.
- 264 2. The fees may not exceed 20 percent of the amount that is charged for the disposal of the solid waste.
- 265 3. The effective date of the fees and any increase in the fees is January 1 and such effective date is at least
266 120 days after the date on which the board adopts the fee increase.
- 267 4. The cleanup of the site is conducted under the supervision of the department of natural resources.
- 268 5. The board may prevent the implementation of, or may terminate, fees imposed by the solid waste
269 management board.

270 Wis. Stat. 59.70(2)(3) and Winnebago County General Code 15.04.

271 **26.0 LEGISLATIVE COMMITTEE**

272 The Committee shall be composed of the Chairs of the Committees listed in Section 23.1 of these Rules and
273 the Chair of the Winnebago County Solid Waste Management Board as well as the County Board Chairperson, or
274 the Vice Chairperson in the absence of the County Board Chairperson.

275 The Legislative Committee reviews proposed federal and state legislation and administrative regulations
276 impacting Winnebago County and provides and informs area legislators and Wisconsin Legislative Committees of the

277 recommendations of the Winnebago County Board. The Committee reports its actions and any pertinent information
278 relating to legislation to the Winnebago County Board.

279

280 Fiscal Note:

281

282

Respectfully submitted by:

283

JUDICIARY AND PUBLIC SAFETY COMMITTEE

284 Committee Vote:

285

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

287

288 Approved by the Winnebago County Executive this ____ day of _____, 2023.

289

290

291

292

293

Jonathan D. Doemel
Winnebago County Executive

DRAFT

2
3 **ORDINANCE: Amend Winnebago County General Code Section 11.01 (County Human Services Board) and Repeal Winnebago County General Code Section 11.06 (County Board of Health) To Create the Winnebago County Health and Human Services Board**

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

9 **WHEREAS**, the Ad Hoc Structure Review Task Force (hereafter "Task Force") was established in March
10 2023 to propose a right-sized suite of solutions for structure of the Winnebago County Board; and

11 **WHEREAS**, the Task Force members have spoken with other counties and asked for feedback from
12 Winnebago County Board Supervisors and Winnebago County Department heads in the form of questionnaires; and

13 **WHEREAS**, the Task Force has reviewed the responses.

14 **WHEREAS**, the Task Force has determined that the best interests of Winnebago County align with having a
15 Health and Human Services Board consisting of a combination of the currently existing Human Services Board and
16 the Board of Health.

17
18 **NOW, THEREFORE, THE WINNEBAGO COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS**
19 **FOLLOWS:** that it hereby amends Sections 11.01 in its entirety of the Winnebago County General Code with the
20 following language:

21
22 11.01 **WINNEBAGO COUNTY HEALTH AND HUMAN SERVICES BOARD:**

23 (1) Pursuant to Wis. Stats. 46.23(4), **251.03(1)**, there is established a Winnebago County **Health and Human**
24 **Services Board. The Health and Human Services Board shall have those powers and duties as enumerated in Wis.**
25 **Stats. 46.23(5m)(m) and 251.04(9).**

26
27 (2) **MEMBERSHIP:** The Winnebago County **Health and Human Services Board shall consist of nine (9)**
28 **members, Five (5) members of the Winnebago Health and Human Services Board shall be members of the**
29 **Winnebago County Board of Supervisors. Of the four (4) remaining members of the Human Services Board, at least**
30 **one (1) member shall be an individual who receives or has received human services or shall be a family member of**
31 **such an individual. The remainder of the County Human Services Board members shall be consumers of services or**
32 **citizens-at-large. No public or private provider of services may be appointed to the County Human Services Board.**
33 **including six Winnebago County Board Supervisors and three citizen members appointed by the Winnebago County**
34 **Executive and confirmed by the Winnebago County Board of Supervisors. At least one member of the Board should**
35 **be a physician and registered nurse, and if unable to locate, a good faith effort shall be made to appoint a physician**
36 **assistant and nurse practitioner, or both. Additionally, one member shall be an individual who receives or has**
37 **received services from the Human Services departments or a family member of the same.**

38
39 (3) **APPOINTMENT:** ~~(a)~~ Appointment to the Winnebago County **Health and Human Services Board shall be**
40 **made by the Winnebago County Executive, subject to confirmation by the Winnebago County Board of Supervisors.**

42 (4) TERM: ~~(a) All Members of the Winnebago County Health and Human Services Board shall serve a~~
43 ~~staggered three (3) year term, with the terms of one-third of the members expiring on December 31st of each year. A~~
44 ~~member who was appointed while a member of the Winnebago County Board of Supervisors who is not reelected to~~
45 ~~that office may be removed from the Winnebago County Health and Human Services Board on due notice in writing.~~

46 ~~Three (3) of those members appointed to the Health and Human Services Board shall serve a term which~~
47 ~~shall expire on December 31, 2002. Three (3) of those members appointed to the Health and Human Services Board~~
48 ~~shall serve a term which shall expire on December 31, 2003. The remaining three (3) members of the Health and~~
49 ~~Human Services Board shall serve a term which shall expire on December 31, 2004. Vacancies within the Board~~
50 ~~shall be filled as provided pursuant to Subsections (2) and (3) above. Members of the Health and Human Services~~
51 ~~Board who are not members of the Winnebago County Board of Supervisors shall be entitled to a per diem and~~
52 ~~expenses for attendance at Health and Human Services Board meetings in the same amounts as paid to those~~
53 ~~persons who are members of the County Board of Supervisors.~~

54 (5) REMOVAL:

55 ~~(a) All members of the Winnebago County Human Services Board shall serve a term of three (3) years.~~
56 ~~Three (3) of those members appointed to the Human Services Board shall serve a term which shall expire on~~
57 ~~December 31, 2002. Three (3) of those members appointed to the Health and Human Services Board shall serve a~~
58 ~~term which shall expire on December 31, 2003. The remaining three (3) members of the Health and Human Services~~
59 ~~Board shall serve a term which shall expire on December 31, 2004. Vacancies within the Board shall be filled as~~
60 ~~provided pursuant to Subsections (2) and (3) above. Members of the Human Services Board who are not members~~
61 ~~of the County Board of Supervisors shall be entitled to a per diem and expenses for attendance at Human Services~~
62 ~~Board meetings in the same amounts as paid to those persons who are members of the County Board of~~
63 ~~Supervisors.~~

64 ~~(a) The resignation, non-election, or removal of a member of the Winnebago County Health and Human~~
65 ~~Services Board from the Winnebago County Board of Supervisors shall automatically result in said person's~~
66 ~~ineligibility and removal from the Winnebago County Health and Human Services Board.~~

67

68 (5) BUDGET

69 ~~The Winnebago County Health and Human Services Board shall prepare with the assistance of the Human~~
70 ~~Services Director a proposed budget for submission to the Winnebago County Executive pursuant to Wis. Stat.~~
71 ~~46.23(5m)(c)~~

72

73 (6) LICENSURE/CERTIFICATION OF HUMAN SERVICES BOARD MEMBERS

74 ~~(a) The Winnebago County Human Services Department shall not license or certify any member of the~~
75 ~~Winnebago County Health and Human Services Board for any purpose during the term of that person upon the~~
76 ~~Winnebago County Health and Human Services Board. Should a Winnebago County Health and Human Services~~
77 ~~Board member apply to the Department of Human Services for certification or licensure, said application shall be~~
78 ~~referred to an outside human services or social services agency for review and decision upon said application.~~

79

80 (7) EFFECTIVE DATE: ~~(a) This ordinance shall become effective on January 1, 2000~~

81

82 **BE IT FURTHER ORDAINED** by the Winnebago County Board of Supervisors that Winnebago County
83 General Code Section 11.06 be repealed in its entirety.

84 **BE IT FURTHER ORDAINED** by the Winnebago County Board of Supervisors that said amendments to the
85 Winnebago County General Code shall become effective on **April 23, 2024**.
86

87
88 Fiscal Note:

89
90 Respectfully submitted by:

91 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

92 Committee Vote: _____

93
94
95 Vote Required for Passage: **Majority of Members Present**

96
97 Approved by the Winnebago County Executive this _____ day of _____, 2023.

98
99
100 _____
101 Jonathan D. Doemel
102 Winnebago County Executive