

AGENDA
(THURSDAY) OCTOBER 24, 2019 – 9:00 A.M.
OCONTO COUNTY BOARD OF SUPERVISORS MEETING
COUNTY BOARD ROOM #3041 – COURTHOUSE 3RD FLOOR – BLDG. A
301 WASHINGTON STREET, OCONTO WI 54153-1699

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

1. Call to Order and Roll Call
2. The Pledge of Allegiance
3. The Invocation – Supervisor Holman
4. Presentation of Awards and Recognition
5. Presentation of Communications and Petitions
6. Approval of Agenda:
 - A. Consent Agenda – None.
 - B. Change in Sequence
 - C. Removal of Items
7. Approval of Previous Meeting Proceedings
8. Committee and Departmental Reports:
 - A. Report – Oconto County Economic Development Corporation (OCEDC) Update – OCEDC Com
 - B. Report – Employee Update – September 2019 – Personnel & Wages Com
9. **R2019-10-01** Approval of Multi-Hazard Mitigation Plan Agreement with Bay Lakes Regional Planning Commission – Emergency Management Com
10. **R2019-10-02** Adoption of Contract for UW – Extension Services – Extension Education Com
11. **R2019-10-03** Approval of Per Diem Rate Increase for Board of Canvassers – Finance/Insurance Com
12. **R2019-10-04** Creation of the 2020 Census Count Committee – Finance/Insurance Com
13. **R2019-10-05** Elimination of a Part Time Public Health Technician Position and Creation of a Full Time Community Health Educator Position in the Department of Health and Human Services – H&HS Board
14. **R2019-10-06** Approval of Leased Vehicle Purchase – Planning & Zoning/Solid Waste Sub Com
15. Mission Statement Development
16. 2019 WCA Annual Conference Session Discussion
17. Announcements/General Information (No Action to be taken)
18. Adjournment

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

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

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

Budget Hearing Invocation by Kevin Hamann, Administrative Coordinator
November Invocation by Supervisor Schindel kp/Posted: 10/16/19

**PROCEEDINGS – SEPTEMBER 19, 2019
OCONTO COUNTY BOARD OF SUPERVISORS MEETING**

1. Call to Order and Roll Call

County Board Chair, Paul Bednarik called the meeting to order at 9:00 a.m. in the County Board Room #3041, located at the Oconto County Courthouse, 301 Washington St., Oconto, WI by stating "This is an open meeting of the Oconto County Board of Supervisors. Notice of this meeting was given to the public at least 24 hours prior to the meeting by forwarding the complete agenda to the newspapers and to all news media who have requested the same, as well as by posting. Copies of the complete agenda were available for inspection at the office of the County Clerk." County Clerk, Kim Pytleski, recorded the attendance, with 30 members present: Supervisors Ballestad, Bartels, Jr., Bednarik, Behrend, Buhrandt, Christianson, Cole, Doeren, Ellis, Frank, Girardi, Holman, Kamke, Kroll, Linzmeyer, Matravers, McMahon, Nelson, Nichols, Parmentier, Pott, Ragen, Schindel, Schreiber, Sekela, Sleeter, Stellmacher, Stranz, Wahl, Wellens; 1 absent: Paape.

2. The Pledge of Allegiance to the Flag

3. The Invocation was given by Supervisor Kamke

4. Presentation of Awards and Recognition

- Dave Borisch, Forestry Foreman, introduced new employee Christopher Firgens, Recreation Forest Technician and Betty Bickel, Business Manager, introduced new employee Wendy Dey, Administrative Assistant (HHS).
- Supervisor Doeren gave an update on his recent trip to Washington DC as part of the Honor Flight.

5. Presentation of Communications and Petition – None.

6. Approval of Agenda

A2019-09-01 Zoning Change – Town of Chase (Dombrowski) – P&Z/Solid Waste Sub Com

A2019-09-02 Zoning Change – Town of Oconto (Bickel) – P&Z/Solid Waste Sub Com

A2019-09-03 Zoning Change – Town of Stiles (St. Patrick's Congregation) – P&Z/Solid Waste Sub Com

A. Consent Agenda

Motion by Linzmeyer/Nelson to approve the consent agenda as presented. The motion to approve carried by a unanimous electronic vote.

B. Change in Sequence – None.

C. Removal of Items – None.

Motion by Frank/Nichols to approve agenda as presented. The motion was voted on and carried.

7. Approval of Previous Meeting Proceedings

Motion by Matravers/Schreiber to approve the proceedings from the August 22, 2019 meeting. The motion was voted on and carried.

8. Committee and Departmental Reports

A. Report – Lakes Country Public Library – Nicole Lowery, Director

Nicole Lowery, Director, presented the Lakes Country Public Library report.

B. Report – Employee Update – Month of August 2019 – Personnel & Wages Com

Administrative Coordinator, Kevin Hamann presented the Employee Update for August 2019.

9. R2019-09-01 Adoption of Oconto County Library Services Plan 2020-2024 – F/I Com

Motion by Sleeter/Doeren to adopt R2019-09-01 Adoption of Oconto County Library Services Plan 2020-2024.

Following an explanation by Kevin Hamann, Administrative Coordinator, and discussion, the motion to adopt carried by a unanimous electronic vote.

10. R2019-09-02 Marriage License Application Fees – Finance/Insurance Com

Motion by Schreiber/Frank to adopt R2019-09-02 Marriage License Application Fees. Following an explanation by Kim Pytleski, County Clerk, the motion to adopt carried by a unanimous electronic vote.

11. R2019-09-03 Resolution to Convey Excess Right of Way – Highway Com

Motion by Stranz/Cole to adopt R2019-09-03 Resolution to Convey Excess Right of Way. Following an explanation by Pat Scanlan, Highway Commissioner, the motion to adopt carried by a unanimous electronic vote.

12. R2019-09-04 Approval of 2020 Mar-Oco Landfill Administration and Operational Budgets – Oconto County Members of Mar-Oco Landfill Com

Motion by Wahl/Pott to adopt R2019-09-04 Approval of 2020 Mar-Oco Landfill Administration and Operational Budgets. Following an explanation by Paul Klose, Waste Facilities Manager, and discussion, the motion to adopt carried by a unanimous electronic vote.

13. R2019-09-05 Approval of Beyer Home Annex Roof Replacement – Public Property Com

Motion by Ballestad/Doeren to adopt R2019-09-05 Approval of Beyer Home Annex Roof Replacement. Following an explanation by Kevin Hamann, Administrative Coordinator, and discussion, the motion to adopt carried by a unanimous electronic vote.

14. R2019-09-06 Approve Sheriff Department Purchase of Panasonic Toughbooks – TS Com & LE/J Com

Motion by Kroll/Parmentier to adopt R2019-09-06 Approve Sheriff Department Purchase of Panasonic Toughbooks. Following an explanation by Sheriff Skarban and Liz Zahn, Administrative Assistant, and discussion, the motion to adopt carried by a unanimous electronic vote.

15. **R2019-09-07 Approve Purchase of BS&A Miscellaneous Receivables Module – TS Com**
Motion by Steeter/Schreiber to adopt R2019-09-07 Approve Purchase of BS&A Miscellaneous Receivables Module. Following an explanation by Lisa Sherman, Finance Director, and discussion, the motion to adopt carried by a unanimous electronic vote.
16. **R2019-09-08 Adoption of Oconto County's Board of Supervisors Vision Statement – F/I Com**
Motion by Schreiber/Giardi to adopt R2019-09-08 Adoption of Oconto County's Board of Supervisors Vision Statement. Following an explanation by Dale Mohr, Community Resource Development Agent, the motion to adopt carried by a unanimous electronic vote.
17. **Mission Statement Development**
Dale Mohr, Community Resource Development Agent updated supervisors on Mission Statement Development.
18. **Northern Oconto County (NOC) Storm Update – Kevin Hamann, Administrative Coordinator**
Kevin Hamann and Tim Magnin, Emergency Management Director gave update on Northern Oconto County Storm.
19. **Stress Management – Kelly Fabera, Employee Resource Center (ERC)**
Kelly Fabera, Employee Resource representative gave Stress Management presentation to county board.
20. **Announcements/General Information (No Action to be taken)**
 - Hamann gave a 2020 Budget update.
 - County Board dates were listed incorrectly for October. The board will meet on October 24, 2019 and 31, 2019.
 - The Oconto County Fly-In and car show will be held Saturday, September 21, 2019 at the Oconto Airport.
 - Taste of Fall will be held October 5, 2019 in the Village of Lena.
 - St. Anthony School will host the 3rd annual Packer Tailgate Party at the S&S Hometown Bar and Restaurant in Oconto Falls on Sunday, October 6, 2019. Contact Kim Pytleski for tickets.
21. **Adjournment**
Chair Bednarik declared the meeting adjourned at 12:45 p.m.
The next regular meeting of the Oconto County Board of Supervisors will be on October 24, 2019.
Proceedings of County Board meeting may be viewed in its entirety at www.co.oconto.wi.us.

Kim Pytleski, Oconto County Clerk

kp/Date Posted: September 25, 2019

1 **RESOLUTION – R2019-10-01**

2
3 To: The Honorable Chair and Members of the Oconto County Board of Supervisors

4
5 Re: **Approval of Multi-Hazard Mitigation Plan Agreement with Bay Lakes Regional Planning**
6 **Commission**

7
8 WHEREAS, Oconto County has applied for, and is expected to receive, a grant to create a Multi-
9 Hazard Mitigation Plan; and

10
11 WHEREAS, Bay Lakes Regional Planning Commission is the regional planning commission
12 serving Oconto County; and

13
14 WHEREAS, Bay Lakes Regional Planning Commission (BLRPC) has submitted a proposal for
15 \$25,620 to prepare this plan for Oconto County.

16
17 WHEREAS, the initial fiscal impact to the County will be \$25,620, of which \$22,417 will be
18 reimbursed to the County upon approval of the plan and grant closing.

19
20 THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors hereby approve
21 the attached contract for professional services with Bay Lakes Regional Planning Commission in the
22 amount of \$25,620 contingent upon receiving the Multi-Hazard Mitigation Plan grant.

23
24 BE IT FURTHER RESOLVED that the County Board Chairperson and County Clerk execute the
25 agreement and that the County Clerk pays all amounts upon approval of the Emergency Management
26 Committee.


27
28 Submitted this 24th day of October, 2019.

29
30 BY: EMERGENCY MANAGEMENT COMMITTEE

- 31
32 Dennis Kroll, Chair
33 Paul Bednarik
34 Don Bartels, Jr.
35 Lowell "Buzz" Kamke
36 David Parmentier
37 Melissa Wellens
38

39
40 Reviewed by Corporation Counsel

Consent Agenda: _____ Yes _____ No

41  _____
42 10.16.2019

Adopted by vote:

43 Initials of _____
44 Corp. Counsel _____
Date Reviewed

Ayes _____ Nays _____ Absent _____ Abstain: _____ Vacant: _____

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE BAY-LAKE REGIONAL PLANNING
COMMISSION AND OCONTO COUNTY WISCONSIN**

Hazard Mitigation Plan Update

This Agreement entered into this 23 day of July 2019, by and between Oconto County (herein called the "County") and the Bay-Lake Regional Planning Commission (herein called the "Commission").

WITNESSETH:

WHEREAS, the County has requested the Commission to provide services to prepare a Hazard Mitigation Plan Update;

WHEREAS, the County of Oconto is a member of the Commission;

WHEREAS, the Commission has professional staff qualified to undertake such work; and

WHEREAS, the project and the character of the services to be performed by the Commission hereunder are consonant with the powers it possesses and the duties and functions it is created to perform under Wisconsin Statutes Section 66.0309;

NOW, THEREFORE, in consideration of these premises and of their mutual and dependent promises and agreements, and dependent upon receipt of grant funding assistance to cover 75 percent of the plan update, the parties hereto contract and agree as follows:

- I. Employment of Commission. The County hereby agrees to engage the Commission and the Commission hereby agrees to perform the services hereinafter set forth.
- II. Scope of Work to be Undertaken by the Commission.
 - A. The Commission will provide consultant services as detailed in the attached Proposal dated July 23, 2019.
 - B. The Commission shall coordinate all of its work with the Oconto County Emergency Management Department, or other designees of the County.
 - C. The Commission work shall not constitute legal advice.
- III. Assistance from the County.
 - A. The County agrees to supply all such data and assistance, reasonably available to the County upon the request of the Commission.
 - B. The County to provide all copies of materials for county board meetings, county committee meetings, or public hearings.
 - C. The County agrees to notice all public meetings associated with this project in accordance to law.
 - D. The County agrees to provide legal review of all revisions recommended by the Commission.
- IV. Personnel
 - A. The Commission represents that it has, or will secure at its own expense, all personnel and equipment required to perform the services under this agreement. It is distinctly understood that its personnel shall,

in no manner, be considered employees of the County nor shall they have any contractual relationships with the County.

- B. All of the services required hereunder will be performed by the Commission or under supervision of its personnel.
- C. None of the work or services covered by this agreement shall be subcontracted without the expressed formal concurrence of this County.
- V. Time of Performance. This contract will be in effect as of the date first above written through January 31, 2022, and may be extended upon the mutual agreement of the Commission and the County.
- VI. Total Fee for Services. Total fee for services shall not exceed \$25,620.00 as detailed on page 8 of the Proposal.
- VII. Reimbursement and Method of Payment. Subject to the limits set forth in Section VI, the County will reimburse the Commission monthly, after receiving a payment request from the Commission.
- VIII. Termination for Convenience of the County. If through any cause, barring an act of God, the Commission shall fail to fulfill the obligations under this contract, or if the Commission shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract giving 30-day written notice to the Commission of such termination. If the agreement is terminated by the County as provided herein, the Commission shall be paid for the actual costs of the services performed under this agreement. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, and reports pertaining to this project prepared by the Commission shall, at the option of the County, be made available to it.
- IX. Changes. The County or the Commission may, from time to time, request changes in the scope of work of the Commission to be performed hereunder. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between the County and the Commission, shall be incorporated in written amendments to this agreement.
- X. Equal Opportunity Compliance.
 - A. In accordance with s. 16.765, Wis. Stats., the Commission agrees to the provisions below:

In connection with the performance of work under this Contract, the Commission agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, or national origin.

This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Commission further agrees to take affirmative action to ensure equal employment opportunities. The Commission agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of the nondiscrimination clause.
 - B. The Commission shall provide a copy of its Affirmative Action Plan to the County, if requested.
 - C. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

- D. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- XI. Interest of Municipal Officials and Others. No officer, member or employee of the County or public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer, member or employee of the County or other public official of the governmental unit within the County have any interest, direct or indirect, in this agreement or the proceeds thereof.
- XII. Assignability. The Commission shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however, that claims for money due the Commission from the County under this agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.
- XII. Interest of the Commission. No employee of the Commission presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of any services he may be required to perform herein.
- XIV. Liability. Each party to this agreement shall hold and save every other party to this agreement, their respective officers, directors, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever resulting directly or indirectly from the performance or non-conformance by the indemnifying party of services under this agreement, excluding damages resulting from the negligent or intentional acts by or acts in excess of the scope of authority of the indemnified party.

IN WITNESS WHEREOF, the County and the Commission has executed this Agreement as of the date first above written.

Attesting Witness:

Oconto County, Wisconsin

Tim Magnin, EM Director

Kim Pytleski, County Clerk

Bay-Lake Regional Planning Commission

Cindy Wojtczak, Executive Director

Madison Smith, Environmental Planner

1 **RESOLUTION 2019-10-02**

2
3 To: The Honorable Chair and Members of the Oconto County Board of Supervisors

4
5 Re: **Adoption of Contract for UW – Extension Services**

6
7 WHEREAS, a contract (attached) between Oconto County and the Board of Regents of the
8 University of Wisconsin System was negotiated for services for 2020, and

9
10 WHEREAS, the contract amount is included in the 2020 approved County Budget, and

11
12 WHEREAS, the Extension Committee (at their October 15, 2019 meeting) recommended approval
13 of the attached contract.

14
15 WHEREAS, the fiscal impact to the County will be up to \$137,000.00.

16
17 THEREFORE, BE IT RESOLVED, that the Oconto County Board of Supervisors hereby approved
18 the 2020 contract between Oconto County and the Board of Regents of the University of Wisconsin System.


19
20 Submitted this 24th day of October, 2019.

21
22 BY: EXTENSION EDUCATION COMMITTEE

- 23
24 Don Girardi, Chair
25 Lowell "Buzz" Kamke
26 Elizabeth Paape
27 Dick Doeren
28 Richard Nelson
29

30
31 *Reviewed by Corporation Counsel*

Consent Agenda: ____ Yes ____ No

32 
33 10-16-2019
34 *Initials of Date*
35 *Corp. Counsel Reviewed*

Adopted by vote:

Ayes ____ *Nays* ____ *Absent* ____ *Abstain:* ____ *Vacant:* ____

**Contract Between Oconto County
and
Board of Regents of the University of Wisconsin System**

This contract is by and between **Oconto County, State of Wisconsin (County)**, and Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin - Madison, Division of Extension (**Extension**) and is entered into pursuant to the authority vested in the County Committee on Agriculture and Extension Education by sections 59.22(2)(d) and 59.56(3) of the Wisconsin Statutes.

Whereas, Extension is organized both around geography, as faculty and staff deliver programs in communities throughout the state, and around academic disciplines. The broad disciplines currently include the Department of Agriculture & Natural Resources and the Department of Youth, Family & Community Development that oversee programmatic and academic functions;

Whereas, Extension is committed to maintaining an office in every county willing to commit to continued funding and space for Extension staff. Extension recognizes the value in keeping a local presence in every county and keeping the shortest distance possible between the people of Wisconsin and the Extension staff delivering programming to them;

Whereas, Extension provides opportunities to additional resources such as statewide specialists and UW-System campus resources to address specific local issues in core areas of expertise;

Whereas, the County is a critical partner in developing and implementing key educational priorities for county residents. In collaboration with Extension leadership, counties will identify local services of priority to their communities. County will agree to co-fund Extension faculty and staff based upon annually established flat fees for positions as defined below; and

Whereas, the parties need to define their respective rights and responsibilities;

Now therefore, the parties agree as follows:

1. Term, Amendment & Termination.

- a. The term of this contract is one (1) year. The term shall run from January 1, 2020 through December 31, 2020, unless amended or terminated as set forth below.
- b. Any additions, changes, modifications or renewals of this contract are subject to the mutual agreement and written consent of authorized representatives of both parties.
- c. Either the County or Extension may cancel this entire Agreement with or without cause upon sixty (60) days' written notice delivered by mail or in person; provided, however, the County shall be responsible for paying a prorated amount of fees under Section 3.a. through the notice period. In addition, if the contract is cancelled before the end of the term, the discount identified in Section 3.a. shall be prorated

(i.e. the discount amounts to roughly \$834 per month).

2. **Extension Responsibilities.** Extension agrees to:
 - a. Hire local Extension staff who will deliver educational services aligned to County priorities. As vacancies occur, and if the County and Extension agree to continue to support the desired program and position, Extension will seek County input when filling vacant positions.
 - b. Invoice the County semi-annually, by March 31st and September 30th for amounts due under this agreement.

3. **County Responsibilities.** In consideration of the programs that Extension provides to County under this contract, the County agrees to:
 - a. Pay to Extension the County share of up to \$137,000 for the period of January 1, 2020 through December 31, 2020 as allocated below.

Positions	Fee	FTE	Total
Agriculture Extension Educator	\$41,500	1.0	\$41,500
Communities Extension Educator	\$41,500	1.0	\$41,500
Human Development & Relationships Extension Educator	\$41,500	1.0	\$41,500
4-H Program Coordinator	\$41,500	0.5	\$20,750
Discount			(\$10,000)
Subtotal			\$135,250
Professional Development	\$500	3.5	\$1,750
Final Total			\$137,000

- b. Provide travel and appropriate job expenses to the staff, office facilities and equipment, office supplies and demonstration materials, salary and fringe benefits for the clerical support staff, and other supporting budgetary items through regular County budgetary procedures in which funds are appropriated for such purposes under applicable Wisconsin law.

4. **General Conditions** This contract is established under the following conditions:
 - a. **Notices.** Any notice or demand which must be given or made by a party to this Agreement or any statute or ordinance shall be in writing, and shall be sent via e-mail and certified mail. Notices to the County shall be sent to County Representative(s). Notice to the Extension shall be sent to Area Extension Director.

- b. **Employer, Personnel Rules, Volunteers and Liability.** Any employees hired by Extension under Section 2.a. of this contract are employees of Extension, and are subject to the personnel rules, policies, and procedures for faculty or academic staff, as appropriate to the respective appointment in Extension as established by Wisconsin statute, and, or administrative rules; and, or, by policies or procedures adopted by the Board of Regents of the University of Wisconsin System, and, or Extension. Any volunteer engaged by Extension to further the purposes of this contract will be considered a volunteer of Extension. Extension will be responsible for ensuring that its employees and volunteers take affirmative steps to make clear, in interactions with third parties, that they are employees or volunteers of Extension. Extension shall be liable for the acts and omissions of its employees while acting within the scope of such employment. To the extent they are acting as agents of Extension, Extension shall be liable for the acts and omissions of its volunteers while acting within the scope of such agency.

Any individuals that are employed by the County in order to satisfy obligations under Section 3.b. of this contract are County employees and are subject to applicable County personnel rules, policies and procedures. Any volunteer engaged by County to further the purposes of this contract will be considered a volunteer of County. County will be responsible for ensuring that its employees and volunteers take affirmative steps to make clear, in interactions with third parties, that they are employees or volunteers of County. County shall be liable for the acts and omissions of its employees while acting within the scope of such employment. To the extent they are acting as agents of County, County shall be liable for the acts and omissions of its volunteers while acting within the scope of such agency.

- c. **Billing.** For the period January 1, 2020 through December 31, 2020, Extension shall bill the County for the total amount under Section 3.a. of this contract. The County will be billed for the first half of the total contract by March 31st and the second half of the total contract by September 30th. If services are not rendered or excess services are provided to the County by Extension during the contract period, the parties will use good faith efforts to adjust the total contract amount and update future bills to coincide with the new agreed upon amount. The County shall pay the amount billed within 30 days of the billing.
- d. **Insurance.** The Board of Regents of the University of Wisconsin System as an agency of the State, and consequently, Extension, is self-funded for liability (both public and property) under ss. 893.82 and 895.46(1), Wis. Stats. As a result, such protection as is afforded under respective Wisconsin Statutes is applicable to officers, employees, and agents while acting within the scope of their employment or agency. Since this is statutory insurance, there is no liability policy as such that can extend protection to any others.

County agrees to maintain appropriate insurance to cover the potential liability of its officers, employees and agents while acting within the scope of their employment or agency. Such insurance may be provided through a self-insurance program.

- e. **Nondiscrimination/Affirmative Action.** The County and Extension will comply with all applicable state and federal laws and rules prohibiting unlawful discrimination. During the performance of work under this contract, Extension

agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, religion, color, sex, national origin, age, disability, arrest or conviction record, marital status, political affiliation, sexual orientation, or membership in the National Guard. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. Extension further agrees to take affirmative action to ensure equal employment opportunities.

By: _____
County Representative

Date:

By: _____
County Representative

Date:

By: _____
County Representative

Date:

By: _____
County Representative

Date:

By: _____
Area Extension Director
UW-Madison, Division of Extension

Date:

By: _____
County Representative

Date:

By: _____
Director of Financial Services
UW-Madison, Division of Extension

Date:

By: _____
On Behalf of Board of Regents of
The University of Wisconsin System

Date:

1
2
3 **RESOLUTION – R2019-10-03**

4 To: The Honorable Chair and Members of the Oconto County Board of Supervisors

5 Re: **Approval of Per Diem Rate Increase for Board of Canvassers**

6
7 WHEREAS, the Board of Canvassers compensation shall be set by the County Board of
8 Supervisors per State Statute 7.03; and

9
10 WHEREAS, there are three members appointed to the Board of Canvassers; and

11
12 WHEREAS, the current Board of Canvassers per diem rate of \$60 was set in October 2013; and

13
14 WHEREAS, the County Clerk recommends increasing this rate to match the per diem rate the
15 County Board of Supervisors receives for attending a regular board meeting (currently \$125); and

16
17 WHEREAS, the Board of Canvassers convenes between two and eight hours per day for the two
18 regularly scheduled elections in odd years and four regularly scheduled elections in even years; and

19
20 WHEREAS, the fiscal impact will vary between \$375 and \$1500 depending on the election cycle;
21 and

22
23 WHEREAS, the Finance/Insurance Committee approved this increase at their October 14, 2019
24 meeting.

25
26 THEREFORE, BE IT RESOLVED, that the Oconto County Board of Supervisors hereby sets the
27 per diem rate for the Board of Canvassers to be the same per diem rate that the County Board receives for
28 regular board meetings, effective January 2020.

29
30 Submitted this 24th day of October 2019.

31
32 BY: FINANCE/INSURANCE COMMITTEE

33
34 Paul Bednarik, Chair
35 Alan Sleeter
36 Gary Frank
37 Doug McMahon
38 Gregory Sekela
39

40
41 Reviewed by Corporation Counsel

Consent Agenda: _____ Yes _____ No

42  10.16.2019
43 Initials of Date
44 Corp. Counsel Reviewed

Adopted by vote:

Ayes ___ Nays ___ Absent ___ Abstain ___ Vacant ___

1 **RESOLUTION – 2019-10-04**

2
3 To: The Honorable Chair and Members of the Oconto County Board of Supervisors

4
5 RE: **Creation of the 2020 Census Count Committee**

6
7 WHEREAS, our United States Constitution requires a Census of the population of our nation every
8 ten years; and

9
10 WHEREAS, Census information is used to determine how many members our state has in the
11 United States House of Representatives and is also used to determine districts in our state legislature and
12 local governing bodies; and

13
14 WHEREAS, having an accurate and complete Census count is important to our community in
15 determining Federal and state aids and grants, economic development, housing assistance, transportation
16 improvements and many other uses; and

17
18 WHEREAS, every resident of our community counts and deserves to be counted.

19
20 WHEREAS, there is no fiscal impact to the County in creating this Committee.

21
22 THEREFORE BE IT RESOLVED that the Oconto County Board of Supervisors recognizes the
23 importance of the 2020 Census and agrees to form a Complete Count Committee and to promote the
24 Census to assure that all residents of our community are counted.

25
26 BE IT FURTHER RESOLVED that the Complete Count Committee consist of the following:

- 27 County Board Chair
- 28 County Board Vice-Chair
- 29 County Administrative Coordinator
- 30 At large Southern Oconto County Representative
- 31 At large Central Oconto County Representative
- 32 At large Northern Oconto County Representative
- 33 County Clerk


34
35 Submitted this 24th day of October 2019.

36
37 By: FINANCE/INSURANCE COMMITTEE

- 38 Paul Bednarik, Chair
- 39 Alan Sleeter
- 40 Gary Frank
- 41 Doug McMahon
- 42 Gregory Sekela

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47 *Reviewed by Corporation Counsel*

Consent Agenda: _____ Yes _____ No

48 
49 10-16-2019
50 *Initials of Date*

Adopted by vote:

51 *Corp. Counsel Reviewed*

Ayes _____ *Nays* _____ *Absent* _____ *Abstain* _____ *Vacant* _____

1 **RESOLUTION – R2019-10-05**

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3 To: The Honorable Chair and Members of the Oconto County Board of Supervisors

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5 Re: **Elimination of a Part Time Public Health Technician Position and Creation of a Full Time**
6 **Community Health Educator Position in the Department of Health and Human Services**
7

8 WHEREAS, the positions titled Community Health Educator and Public Health Technician exist in
9 the Health and Human Services Department to provide services to the community in the Public Health
10 program; and

11
12 WHEREAS, the job description for the position of Public Health Technician has become outdated
13 and is in need of significant revision; and

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15 WHEREAS, the need for the position of Public Health Technician is decreasing locally while the
16 need for an additional Community Health Educator is increasing in the Public Health program locally; and

17
18 WHEREAS, the focus of Public Health locally and nationally is moving toward increased
19 implementation of Community Health Educator services; and

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21 WHEREAS, the existing Public Health Technician Position in 2019 is established as part time (.92
22 FTE) at a wage of \$23.60/hr., Grade H Step 7; and

23
24 WHEREAS, the wage for a new full time Community Health Educator position (1.0 FTE) at Grade
25 I Step 1 in 2019 is \$22.04/hr.; and

26
27 WHEREAS, the Health and Human Services Board and the Personnel and Wages Committee are
28 recommending the elimination of a part time Public Health Technician Position and the creation of a full
29 time Community Health Educator Position; and

30
31 WHEREAS, the fiscal impact to create a full time Community Health Educator Position is currently
32 approximately \$768.00 more annually; and

33
34 NOW, THEREFORE, BE IT RESOLVED, that the Oconto County Board of Supervisors hereby
35 authorizes the elimination of a part time Public Health Technician Position and the Creation of a full time
36 Community Health Educator Position in the Health and Human Services Department at a current increased
37 annual cost of approximately \$768.00.


38
39 Submitted this 24th day of October, 2019.

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41 BY: HEALTH & HUMAN SERVICES BOARD

- 42
43 Diane Nichols, Chair
44 Alan Sleeter
45 Karl Ballestad
46 David Behrend
47 Judith Buhrandt
48 Don Girardi
49 Loretta Shellman
50 Carolyn Barke
51 Kathy Gohr
52

53
54 Reviewed by Corporation Counsel

Consent Agenda: _____ Yes _____ No

55 
56 10.16.2019
57 initials of Date

Adopted by vote:

58 Corp. Counsel Reviewed

Ayes _____ Nays _____ Absent _____ Abstain: _____ Vacant: _____

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RESOLUTION - R2019-10-06

To: The Honorable Chair and Members of the Oconto County Board of Supervisors

Re: **Approval of Leased Vehicle Purchase**

WHEREAS, The Solid Waste Department utilizes a leased 2016 Chevrolet Silverado 3500 4WD pickup truck for the recycling program; and

WHEREAS, the Oconto County Board of Supervisors approved a 3 year lease of the aforementioned vehicle with Resolution #19-2016 instead of purchase due to the uncertainty with the future of the Oconto County Recycling Program conversion to single stream recycling and commitments with participating municipalities ; and

WHEREAS, the term of lease ends November 15, 2019, the vehicle has low miles and remains necessary to the Recycling Program for collection and transport of larger items recycled at municipal recycling centers; and

WHEREAS, the Solid Waste Committee reviewed the lease agreement option to purchase outright the 2016 Chevrolet Silverado 3500 4WD pickup truck at their August 27, 2019 Solid Waste Committee meeting and has recommended to the Oconto County Board of Supervisors to purchase the truck at the option to purchase price of \$22,918.70; and

WHEREAS, the funds have been allocated in the 2019 Recycling budget for the purchase of the truck.

NOW THEREFORE BE IT RESOLVED that the Oconto County Board of Supervisors hereby approves of purchase of the 2016 Chevrolet Silverado 3500HD 4WD pickup truck for \$22, 918.70 in addition to fees and other charges as required by law.

BE IT FURTHER RESOLVED, that the County Clerk is authorized to pay Koehne Chevrolet Buick GMC Inc. for the purchase of the truck from the 2019 Recycling Budget Account # 602-39-53620-58120 prior to November 15, 2019.


Submitted this 24th day of October, 2019.

BY: PLANNING & ZONING/SOLID WASTE SUB COMMITTEE

Ken Linzmeyer, Chair
Leonard Wahl
Dave Christianson
Judy Buhrandt
Marcia Ellis

Reviewed by Corporation Counsel

Consent Agenda: _____ Yes _____ No


Initials of
Corp. Counsel

10.16.2019
Date
Reviewed

Adopted by vote:

Ayes _____ Nays _____ Absent _____ Abstain: _____ Vacant: _____