



GREEN LAKE COUNTY

571 County Road A, Green Lake, WI 54941

Original Post Date: 03/14/2025

Amended Post Date:

The following documents are included in the packet for the County Board meeting on March 18, 2025:

- 1) Agenda
- 2) Minutes – 02/11/2025 and 02/20/2025
- 3) Resolution 02-2025 Resolution Urging Governor Evers and the Wisconsin Legislature to Support the County Courts
- 4) Resolution 03-2025 Assigning Supervision and Direction of Emergency Management Coordinator Staff and Functions of the Sheriff's Office
- 5) Ordinance 04-2025 Amending Green Lake County Chapter 32. Emergency Management
- 6) Ordinance 05-2025 Amending Green Lake County Chapter 148.0 Food Safety and Recreational Licensing Program
- 7) Ordinance 06-2025 Rezone in the Town of Brooklyn – Owner: Donald E. Kinas
- 8) General Engineering Company surveying contract



Green Lake County Board of Supervisors
Meeting Notice

The Green Lake County Board of Supervisors will meet in person and via virtual communication in Room #0902 in the City of Green Lake, Wisconsin on Tuesday, the **18th day of March, 2025 at 4:30 PM** for a regular meeting of the Board. Business to be transacted includes:

AGENDA

County Board of Supervisors

- Dist. 1 Nancy Hoffmann*
- Dist. 2 Charles Buss*
- Dist. 3 Curtis Talma*
- Dist. 4 David Abendroth – Chair*
- Dist. 5 Mike Skivington*
- Dist. 6 Brian Floeter*
- Dist. 7 Bob Schweder - Vice Chair*
- Dist. 8 Nancy Hiestand*
- Dist. 9 Bill Boutwell*
- Dist. 10 Sue Wendt*
- Dist. 11 Harley Reabe*
- Dist. 12 Charlie Wielgosh*
- Dist. 13 Don Lenz*
- Dist. 14 Dennis Mulder*
- Dist. 15 Nita Krenz*
- Dist. 16 Joe Gonyo*
- Dist. 17 Keith Hess*
- Dist. 18 VACANT*
- Dist. 19 Gene Thom*

Virtual attendance at meetings is optional. If technical difficulties arise, there may be instances when remote access may be compromised. If there is a quorum attending in person, the meeting will proceed as scheduled.

- 1. Call to Order**
- 2. Roll Call**
- 3. Reading of the Call**
- 4. Pledge of Allegiance**
- 5. Minutes of 02/11/2025 and 02/20/2025 meetings**
- 6. Announcements**
- 7. Public Comment (3 min. limit)**
- 8. Resolutions**
 - Res. 02-2025 Resolution Urging Governor Evers and the Wisconsin Legislature to Support the County Courts
 - Res. 03-2025 Assigning Supervision and Direction of Emergency Management Coordinator Staff and Functions to the Sheriff's Office
- 9. Ordinances**
 - Ord. 04-2025 Amending Green Lake County Chapter 32. Emergency Management
 - Ord. 05-2025 Amending Green Lake County Chapter 148. Food Safety and Recreational Licensing Program
 - Ord. 06-2025 Rezone in the Town of Brooklyn – Owner: Donald E. Kinas
- 10. Discussion and possible action regarding agreement with General Engineering Company for surveying services**
- 11. Closed Session**
 - Move into Closed Session per WI Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session – regarding Highway building financing
- 12. Reconvene into Open Session to take action, if appropriate, on matters discussed in Closed Session**
- 13. Departments to Report on April 15, 2025**
- 14. Future Agenda Items for Action & Discussion**
- 15. Adjourn**

Given under my hand and official seal at the Government Center in the City of Green Lake, Wisconsin, this 11th day of March, 2025.

Elizabeth A. Otto, Green Lake County Clerk

GREEN LAKE COUNTY MISSION:

- 1) Fiscal Responsibility*
- 2) Quality Service*
- 3) Innovative Leadership*
- 4) Continual Improvement in County Government*

This meeting will be conducted and available through in person attendance or audio/visual communication. Remote access can be obtained through the following link:

Microsoft Teams [Need help?](#)

Join the meeting now

Meeting ID: 210 732 642 508

Passcode: FC394Jb7

Dial in by phone

[+1 920-515-0745](tel:+19205150745), [810234316#](tel:+1810234316) United States, Appleton

[Find a local number](#)

Phone conference ID: 810 234 316#

For organizers: [Meeting options](#) [Reset dial-in PIN](#)

Please accept at your earliest convenience. Thank you!

[Org help](#) | [Privacy and security](#)

TO BE APPROVED AT THE MARCH 18, 2025 MEETING

GREEN LAKE COUNTY

BOARD PROCEEDINGS

REGULAR MEETING

February 11, 2025

The Green Lake County Board of Supervisors met in regular session, Tuesday, February 11, 2025 at 4:30 PM via remote access and in person for the special meeting of the Board.

The Board was called to order by Chair David Abendroth. Roll call taken – Present – 14, Absent – 4 (Curt Talma-District 3, Brian Floeter-District 6, Nancy Hiestand-District 8, Bill Boutwell-District 9), Vacant – 1 (District 18)

<u>Supervisor</u>	<u>Supervisor Districts</u>
Nancy Hoffmann	1
Charles Buss	2
David Abendroth	4
Mike Skivington	5
Bob Schweder	7
Sue Wendt	10
Harley Reabe	11
Charlie Wielgosh	12
Don Lenz	13
Dennis Mulder	14
Nita Krenz	15
Joe Gonyo	16
Keith Hess	17
Gene Thom	19

READING OF THE CALL

CALL TO ORDER
ROLL CALL
READING OF THE CALL
PLEDGE OF ALLEGIANCE
MINUTES OF 01/28/2025 MEETING
ANNOUNCEMENTS
PUBLIC COMMENT (3 minute limit)
APPEARANCES

- Scott Feldt, BugTussel – update on broadband services

TO BE APPROVED AT THE MARCH 18, 2025 MEETING

RECOGNITION OF SERVICE – Gary Podoll, Emergency Management Director

APPOINTMENT OF INTERIM COUNTY ADMINISTRATOR

HUMAN RESOURCES UPDATE AND DISCUSSION

DISCUSSION AND POSSIBLE ACTION REGARDING CLA STATEMENT OF WORK (SOW) FOR FINANCIAL SERVICES

ORDINANCES

- Ordinance 01-2025 Rezone in the Town of Marquette: Owner – Corneal Troyer
- Ordinance 02-2025 Rezone in the Town of Marquette: Owner – Nicholas Johnson
- Ordinance 03-2025 Amending Green Lake County Chapter 350. Zoning

CLOSED SESSION

- Closed Session per WI Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – update and possible approval of Highway Department land acquisition.

RECONVENE INTO OPEN SESSION TO TAKE ACTION, IF APPROPRIATE, ON MATTERS DISCUSSED IN CLOSED SESSION

DEPARTMENTS TO REPORT ON March 18, 2025

FUTURE AGENDA ITEMS FOR ACTION & DISCUSSION

ADJOURN

Given under my hand and official seal at the Government Center in the City of Green Lake, Wisconsin this 6th day of February, 2025

Elizabeth A. Otto

Green Lake County Clerk

PLEDGE OF ALLEGIANCE

1. The Pledge of Allegiance to the Flag was recited.

MINUTES OF 01/28/2025 MEETING

2. **Motion/second (Schweder/Lenz)** to approve the minutes of the January 28, 2025 County Board meeting with no changes or corrections. Motion carried with no negative vote.

ANNOUNCEMENTS

3. Chair Abendroth recognized Supervisor #18, Dick Trochinski, who passed away on January 30, 2025. Trochinski had served on the County Board since 2010. Abendroth extended his sympathy and that of the entire Board to Trochinski's family.
4. The next meeting of the County Board will take place on March 18, 2025 at 4:30 PM.

PUBLIC COMMENT (3 minute limit)

5. None

TO BE APPROVED AT THE MARCH 18, 2025 MEETING

APPEARANCES

6. Scott Feldt of BugTussel provided an update and background on the work currently underway to provide broadband coverage within Green Lake County. He spoke in particular about the BEAD (Broadband Equity Access and Deployment) program which provides federal funds to connect to high speed internet. There are currently 32 eligible projects in Green Lake County and BugTussel is looking for county endorsement for the bidding process. Chair Abendroth stated that this can not be done at this time since there is no item on the agenda for this.

RECOGNITION OF SERVICE – GARY PODOLL, EMERGENCY MANAGEMENT DIRECTOR

7. Chair Abendroth and Sheriff Mark Podoll presented Gary Podoll, Emergency Management Director, with a plaque in recognition of his 37 years of service to Green Lake County. Podoll is retiring effective February 28, 2025. Podoll thanked everyone for the many years of working together.

APPOINTMENT OF INTERIM COUNTY ADMINISTRATOR

8. Chair Abendroth stated that he would like to appoint HHS Director Jason Jerome as Interim County Administrator until the Board decides how to proceed long term. **Motion/second (Schweder/Krenz)** to approve the appointment. Roll call vote – Ayes - 14, Nays - 0, Abstain - 0, Absent – 4 (Talma, Floeter, Hiestand, Boutwell), Vacant – 1. Jerome thanked the Board and outlined his 3 main goals including maintaining the high quality of services provided by Green Lake County, analyzing the financials of the county, and long term structure.

HUMAN RESOURCES UPDATE AND DISCUSSION

9. County Clerk Liz Otto stated that she will be working with Jason Jerome moving forward in regard to HR services and how to proceed.

DISCUSSION AND POSSIBLE ACTION REGARDING CLA STATEMENT OF WORK (SOW) FOR FINANCIAL SERVICES

10. Chair Abendroth called for a motion to approve the contract as provided in the packet by CLA (the auditing firm).

Motion/second (Mulder/Buss) to approve the Statement of Work from CLA for financial services as approved by the Administrative Committee. Roll call vote – Ayes - 14, Nays - 0, Abstain - 0, Absent – 4 (Talma, Floeter, Hiestand, Boutwell), Vacant – 1.

ORDINANCES

TO BE APPROVED AT THE MARCH 18, 2025 MEETING

11. Ordinance 01-2025 Rezone in the Town of Marquette – Owner: Corneal Troyer. Supervisor Gonyo requested an explanation of the ordinance. Supervisor Buss explained the process. **Motion/second (Thom/Buss)** to enact Ordinance 01-2025. Roll call vote on motion to enact Ordinance 01-2025 – Ayes – 14, Nays – 0, Abstain – 0, Absent – 4 (Talma, Floeter, Hiestand, Boutwell), Vacant - 1. Ordinance 01-2025 passed as enacted.
12. Ordinance 02-2025 Rezone in the Town of Marquette – Owner: Nicholas Johnson. No discussion. **Motion/second (Buss/Thom)** to enact Ordinance 02-2025. Roll call vote on motion to enact Ordinance 02-2025 – Ayes – 14, Nays – 0, Abstain – 0, Absent – 4 (Talma, Floeter, Hiestand, Boutwell), Vacant - 1. Ordinance 01-2025 passed as enacted.
13. Ordinance 03-2025 Amending Green Lake County Chapter 350. Zoning. Supervisor Buss explained that this amendment is in regard to regulating solar and wind energy farms that fall below the federal standard. Discussion held. **Motion/second (Buss/Thom)** to enact Ordinance 03-2025. Roll call vote on motion to enact Ordinance 03-2025 – Ayes – 14, Nays – 0, Abstain – 0, Absent – 4 (Talma, Floeter, Hiestand, Boutwell), Vacant - 1. Ordinance 03-2025 passed as enacted.

CLOSED SESSION

14. **Motion/second (Wendt/Lenz)** to move into Closed Session per WI §19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – update and possible approval of Highway Department land acquisition.

Roll call vote on motion to move into Closed Session at 5:29 PM – Ayes - 14, Nays - 0, Absent – 4 (Talma, Floeter, Hiestand, Boutwell), Abstain - 0, Vacant - 1. Motion carried. Remote access was terminated.

Motion/second (Schweder/Krenz) to allow Derek Mashuda, County Clerk Liz Otto, and Deputy County Clerk Karissa Block to remain in closed session. Motion carried with no negative vote.

RECONVENE INTO OPEN SESSION, IF APPROPRIATE, TO ACT ON MATTERS DISCUSSED IN CLOSED SESSION

15. **Motion/second (Skivington/Schweder)** to reconvene into open session at 5:37 PM.

Roll call vote on motion to return to Open Session – Ayes - 14, Nays - 0, Absent – 4 (Talma, Floeter, Hiestand, Boutwell), Abstain - 0, Vacant - 1. Motion carried.

Motion/second (Buss/Schweder) to approve the acquisition of the parcel outlined in Closed Session with all terms and conditions applied. Roll call vote - Ayes - 13, Nays – 1 (Reabe), Absent – 4 (Talma, Floeter, Hiestand, Boutwell), Abstain - 0, Vacant - 1. Motion carried.

TO BE APPROVED AT THE MARCH 18, 2025 MEETING

DEPARTMENTS TO REPORT ON March 18, 2025

16. To be determined

FUTURE AGENDA ITEMS FOR ACTION AND DISCUSSION

17. To be determined

ADJOURN

18. Chair Abendroth adjourned the meeting at 5:39 PM.

Respectfully Submitted,

Elizabeth Otto
County Clerk

DRAFT

TO BE APPROVED AT THE MARCH 18, 2025 MEETING

GREEN LAKE COUNTY

BOARD PROCEEDINGS

SPECIAL MEETING

February 20, 2025

The Green Lake County Board of Supervisors met in special session, Thursday, February 20, 2025 at 4:30 PM via remote access and in person for the special meeting of the Board.

The Board was called to order by Chair David Abendroth. Roll call taken – Present – 12, Absent – 6 (Nancy Hoffmann-District 1, Curt Talma-District 3, Brian Floeter-District 6, Nancy Hiestand-District 8, Sue Wendt-District 10, Joe Gonyo-District 16), Vacant – 1 (District 18)

<u>Supervisor</u>	<u>Supervisor Districts</u>
Charles Buss	2
David Abendroth	4
Mike Skivington	5
Bob Schweder	7
Bill Boutwell	9
Harley Reabe	11
Charlie Wielgosh (remote)	12
Don Lenz	13
Dennis Mulder	14
Nita Krenz	15
Keith Hess	17
Gene Thom	19

READING OF THE CALL

CALL TO ORDER

ROLL CALL

READING OF THE CALL

PLEDGE OF ALLEGIANCE

APPEARANCES

- Scott Feldt, BugTussel – update on broadband services

DISCUSSION AND ACTION REGARDING BUGTUSSEL BROADBAND SERVICES

FUTURE AGENDA ITEMS FOR ACTION & DISCUSSION

ADJOURN

Given under my hand and official seal at the Government Center in the City of Green Lake, Wisconsin this 18th day of February, 2025

TO BE APPROVED AT THE MARCH 18, 2025 MEETING

Elizabeth A. Otto
Green Lake County Clerk

PLEDGE OF ALLEGIANCE

1. The Pledge of Allegiance to the Flag was recited.

APPEARANCES

2. Scott Feldt of BugTussel stated he is seeking an endorsement from the Board for BugTussel to receive BEAD (Broadband Equity Accessibility & Deployment) funding to complete approximately 2800 project units within the county. The federal funding is available to bring broadband to rural areas and would be no cost to the county.

DISCUSSION AND ACTION REGARDING BUGTUSSEL BROADBAND SERVICES

3. ***Motion/second (Skivington/Krenz)*** to approve the endorsement of BugTussel to provide broadband services through BEAD funding. Roll call vote – Ayes - 11, Nays – 1 (Wielgosh), Abstain - 0, Absent – 6 (Hoffmann, Talma, Floeter, Hiestand, Wendt, Gonyo), Vacant – 1. Motion carried.

FUTURE AGENDA ITEMS FOR ACTION AND DISCUSSION

4. None

ADJOURN

5. Chair Abendroth adjourned the meeting at 4:45 PM.

Respectfully Submitted,

Elizabeth Otto
County Clerk

RESOLUTION NUMBER 02-2025

Resolution Urging Governor Evers and the Wisconsin Legislature to Support the County Courts

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 18th day of March, 2025, does resolve as follows:

- 1 **WHEREAS**, in 2023, the total cost to Wisconsin Counties for running all Circuit Courts
- 2 was \$237 million. At the same time, the Court Support funding from the state to counties
- 3 was \$28 million, 12 percent of the actual cost to run the local courts; and;
- 4 **WHEREAS**, the Circuit Court system is intended to be a state-county partnership; and;
- 5 **WHEREAS**, the state’s fiscal responsibilities include: Judges; Court reporters; CCAP
- 6 equipment; and the Circuit Court Cost Appropriation; and;
- 7 Fiscal note: not applicable
- 8 A majority vote is needed to pass.

Roll Call on Resolution No. 02-2025

Submitted by the Public Safety & Judiciary Committee:

Ayes , Nays , Absent , Abstain

Passed and Adopted/Rejected this 18th day of March, 2025.

Joe Gonyo, Chair

/s/ Gene Thom

Gene Thom, Vice Chair

/s/ Keith Hess

Keith Hess

/s/ Sue Wendt

Sue Wendt

County Board Chairman

ATTEST: County Clerk
Approve as to Form:

/s/ Don Lenz

Don Lenz

Corporation Counsel

9 **WHEREAS**, the Counties are fiscally responsible for the majority of other functions of the
10 court, including, but not limited to the following: bailiffs and court security officers,
11 courthouse building maintenance, phones and utilities, Clerk of Court and Register in
12 Probate, staff salaries and benefits, jury costs, psychological exams, guardians ad litem
13 and court-appointed attorneys, expert witnesses, interpreters and translation fees, court
14 commissioners, law libraries, corporation counsel, courtroom technology and audio
15 visuals, copying machines and other non-CCAP office technology, office supplies,
16 furniture, recruitment and training, financial collection efforts, mail fees, printing costs,
17 exhibit and file storage, access to state data, insurance, service of court documents,
18 judicial staff attorneys, and equipment repair; and;

19 **WHEREAS**, over the last 10 years, the increase in the county portion of cost to run the
20 courts is nearly six times higher than the increase in Circuit Court Cost Appropriations
21 provided to cover these costs, and counties now pay almost \$150,000,000 more than the
22 state in unbalanced Circuit Court costs.

23 **NOW, THEREFORE, BE IT RESOLVED** by the Green Lake County Board of Supervisors
24 that Green Lake County joins the Wisconsin Clerks of Circuit Court Association (WCCCA)
25 and the Wisconsin Counties Association (WCA) in their efforts to increase the Circuit
26 Court Cost Appropriation by \$70 million payable to Wisconsin Counties in the 2025/27
27 Wisconsin State Budget.

28 **BE IT FURTHER RESOLVED** that this Resolution shall be effective upon its passage and
29 publication and a copy be sent to Governor Evers and all Wisconsin State Legislators
30 representing Green Lake County.

RESOLUTION NUMBER 03-2025

Assigning Supervision and Direction of Emergency Management Coordinator Staff and Functions to the Sheriff’s Office

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 18th day of March, 2025, does resolve as follows:

1 **WHEREAS**, the Emergency Management Director is retiring after 30 + years of service,
2 and replacing this position requires thoughtful planning; and,

3 **WHEREAS**, Emergency Management functions, including those activities under
4 Chapter 323 Wis. Stats, and SARA Title III Hazardous Materials, are currently
5 supervised and directed by the Emergency Services Coordinator whose primary
6 responsibilities are directing operation of the 24 hour, 7 days/week County wide Public
7 Safety Dispatch department and 9-1-1 system; and,

8 **WHEREAS**, it would be beneficial for the Emergency Management functions to be
9 supervised and directed by the Sheriff’s office in order to encourage greater
10 collaboration among emergency responders in order to proactively train and plan for
11 potential future emergency incidents and events.

12 **Fiscal note:**

13 Majority vote is needed to pass.

Roll Call on Resolution No. 03-2025

Submitted by Public Safety & Judicial Committee:

Ayes , Nays , Absent , Abstain

Passed and Adopted/Rejected this 18th day of March, 2025.

Joe Gonyo, Chair

/s/ Gene Thom

Gene Thom, Vice Chair

/s/ Keith Hess

Keith Hess

/s/ Sue Wendt

Sue Wendt

/s/ Don Lenz

Don Lenz

County Board Chairman

ATTEST: County Clerk
Approve as to Form:

Corporation Counsel

14 **NOW, THEREFORE, BE IT RESOLVED**, that the Green Lake County Board of
15 Supervisors assigns supervision and direction of Emergency Management staff and
16 functions to the Sheriff's Office under the direction of the Chief Deputy effective March
17 1, 2025 while the positions will remain civilian non-protective personnel.

ORDINANCE NO. 04-2025

Amending Green Lake County Chapter 32. Emergency Management

The County Board of Supervisors of Green Lake County, Green Lake Wisconsin, duly assembled at its regular meeting begun on the 18th day of March, 2025, does ordain as follows:

1 **WHEREAS**, the purpose of Chapter 32 is to prepare Green Lake County to cope with
2 emergencies resulting from enemy action and natural or man-made disaster by
3 establishing an organization for emergency management pursuant to duties and
4 responsibilities imposed upon counties under Wis Stat. Ch. 323; and

5 **WHEREAS**, the purpose of Chapter 32 is to allow the for the continued operation of
6 governmental functions during a state of emergency pursuant to the authority granted
7 under Wis. Stat. §§ 323.52, 323.54 and 323.55; and

8 **WHEREAS**, it is advantageous to have the Emergency Management Department
9 incorporated as a subdivision of the Green Lake County Sheriff's Office.

10
11 Fiscal note is not applicable.

Submitted by Public Safety & Judicial
Committee:

Roll Call on Ordinance No. 04-2025

Ayes , Nays , Absent , Abstain

Passed and Enacted/Rejected this 18th
day of March, 2025.

Joe Gonyo, Chair

/s/ Gene Thom

Gene Thom, Vice Chair

/s/ Keith Hess

Keith Hess

/s/ Sue Wendt

Sue Wendt

/s/ Don Lenz

Don Lenz

County Board Chairman

ATTEST: County Clerk
Approve as to Form:

Corporation Counsel

12 **NOW, THEREFORE, BE IT ORDAINED**, that the ordinance shall be amended as
13 follows:

14
15 **§ 32-1 Purpose.**

16 To ensure that the County of Green Lake will be prepared to cope with emergencies
17 resulting from enemy action and with emergencies resulting from natural or man-made
18 disasters, an Emergency Management Organization ^[1] is created to carry out the
19 purposes set out in Ch. 466 ~~323~~, Wis. Stats.

20 [1]

21 *Editor's Note: Ordinance No. 628-96, adopted 12-17-1996, amended this chapter to*
22 *change all references to "emergency government" to "emergency management."*

23 **§ 32-2 Definitions.**

24 As used in this chapter, the following terms shall have the meanings indicated:

25 **EMERGENCY MANAGEMENT**

26 Includes civil defense and means all those activities and measures designed or
27 undertaken to:

28 **A.**

29 Minimize the effects upon the civilian population caused or which would be caused by
30 enemy action.

31 **B.**

32 Deal with the immediate emergency conditions which could be created by such enemy
33 action.

34 **C.**

35 Effectuate emergency repairs to, or the emergency restoration of, vital public utilities
36 and facilities destroyed or damaged by such enemy action.

37 **ENEMY ACTION**

38 Any hostile action taken by a foreign power which threatens the security of the State of
39 Wisconsin.

40 **NATURAL OR MAN-MADE DISASTER**

41 Includes all other extraordinary misfortunes affecting the County, natural or man-made,
42 not included in the term "enemy action."

43 **§ 32-3 ~~Judicial/Law Enforcement and Emergency Management Public Safety and~~**
44 **Judicial Committee. [1]**

45 The membership, terms of office and duties of the ~~Judicial/Law Enforcement and~~
46 ~~Emergency Management~~ **Public Safety and Judicial** Committee shall be as provided in
47 Chapter **9**, Board of Supervisors, § **9-31**.

48 [1]

49 *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions,*
50 *Art. J).*

51

52 **§ 32-4 Declaring an Emergency pursuant to Wis. Stats. §§ 323.11 & 323.14**

53 **A. COUNTY BOARD CHAIRPERSON AUTHORITY.** The County Board Chairperson or
54 in his or her absence, the Vice Chairperson, or in his or her absence, the County
55 Administrator, may declare an emergency pursuant to Wis. Stat. § 59.12(2)(a) and Ch.
56 323 and order the County Board to convene a special meeting for the limited purpose of
57 considering a resolution to declare a state of emergency. The special meeting may be

58 called at an emergency temporary location and without regard for the notices and time
59 requirements otherwise mandated by statute. The conditions which would serve as a
60 basis for a declaration of emergency or for a resolution declaring a state of emergency
61 include, without limitation because of enumeration: conditions arising by reason of war,
62 conflagration, flood, heavy snow storm, blizzard, catastrophe, disaster, riot, civil
63 commotion, acts of God and conditions which impair transportation, food or fuel
64 supplies, medical care, fire, health, or police protection or other vital facilities of the
65 County.

66
67 **B. COUNTY BOARD DECLARATION OF STATE OF EMERGENCY.** The County
68 Board may declare, by resolution, a state of emergency for Green Lake County or any
69 portion thereof if the County Board determines that an emergency exists. The duration
70 of such state of emergency shall not exceed 60 days as to an emergency resulting from
71 enemy action or 30 days as to emergencies resulting from natural or man-made
72 disasters, unless either is extended by resolution of the County Board of Supervisors.
73 The duration of a declared state of emergency may not exceed the length of time
74 beyond when emergency conditions exist. A copy of the resolution shall be filed with the
75 Governor. The resolution may be revoked at the discretion of the County Board
76 Chairperson, or in his or her absence, the Vice Chairperson, or in his or her absence,
77 the County Administrator by written order or the County Board of Supervisors by
78 resolution.

79
80 **C. POWERS IMPOSED UPON DECLARATION OF EMERGENCY.**

81 (1) Unless expressly limited in the resolution declaring the state of emergency, the
82 resolution declaring the state of emergency shall confer upon the County Board
83 Chairperson, or in his or her absence, the County Board Vice-Chairperson the power to
84 appoint emergency interim successors to all vacant County offices to serve only during
85 the term of the state of emergency.

86 (2) Unless expressly limited in the resolution declaring the state of emergency, the
87 resolution declaring the state of emergency shall confer upon the County Administrator
88 all powers to undertake whatever is necessary and expedient for the health, safety,
89 welfare and good order of the County during such emergency, including: requesting
90 resources from the State of Wisconsin; suspending required permits, price controls or
91 other restrictions, suspending requirements that any public work (repair and
92 reconstruction) estimated to cost over Twenty-five Thousand Dollars (\$25,000.00) be let
93 by contract to the lowest bidder; declaring priority of emergency management contracts
94 over other contracts, allocating materials and facilities in his or her discretion; taking,
95 using and destroying private property for emergency management purposes;
96 contracting on behalf of the County with any person to provide equipment and services
97 on a cost basis to be used in disaster relief. The County Administrator shall also
98 oversee the County Emergency Management Director in the coordination of response
99 and recovery activities.

100
101 **§ 32-4 32-5 Emergency Management Director.**

102 [Amended 4-19-1994 by Ord. No. 535-94^[1]]

103 **A.**

104 Office created. There is hereby created the office of County-Municipal Emergency
105 Management Director, **and it shall be a subdivision of the Green Lake County Sheriff's**
106 **Office and directly supervised by the Chief Deputy of the Sheriff's Office.** The County
107 Emergency Management Director shall also hold the office of Emergency Management
108 Director of such municipalities of Green Lake County as may hereafter enact an
109 ordinance parallel to this chapter. In addition to his duties as County Emergency
110 Management Director, he shall have the additional duties and responsibilities of a
111 municipal emergency management director as provided for in Ch. 166 ~~323~~, Wis. Stats.

112 **B.**

113 Term, appointment and statutory provision.

114 **(1)**

115 The Green Lake County Emergency Management Director shall be appointed, subject
116 to the approval of the County Board, for a five-year term.^[2]

117 [2]

118 *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions,*
119 *Art. I).*

120 **(2)**

121 Appointment. The Emergency Management Director shall be appointed by the
122 ~~Judicial/Law Enforcement and Emergency Management~~ **Public Safety and Judicial**
123 Committee and shall receive such salary as may be authorized by the County Board of
124 Supervisors. He shall take and file an official oath.

125 **(3)**

126 Statutory provision. The provisions of the Wisconsin Statutes relating to personnel shall
127 apply to the selection of the Director and his staff.

128 **C.**

129 Status. The County Emergency Management Director shall be considered to be an
130 employee of the County not under civil service and shall be entitled to all of the rights,
131 privileges and benefits that the County employees have. He shall report to the County
132 ~~Judicial/Law Enforcement and Emergency Management~~ **Public Safety and Judicial**
133 Committee, **and his direct supervisor shall be the Chief Deputy of the Sheriff's Office.**

134 **D.**

135 ~~Municipal Deputy Emergency Management Director.~~

136 **(1)**

137 ~~Each municipality passing a joint action ordinance with the County may appoint a~~
138 ~~Deputy Emergency Management Director.~~

139 **(2)**

140 ~~The Municipal Deputy Emergency Management Director will operate under the~~
141 ~~administrative direction of the County Emergency Management Director.~~

142 **(3)**

143 ~~Remuneration, if any, for the Municipal Deputy Emergency Management Director will be~~
144 ~~determined and paid for by the governing body of that municipality.~~

145 [1]

146 *Editor's Note: Throughout this chapter, references to the "Emergency Government*
147 *Coordinator" were amended to read "Emergency Management Director" at time of*
148 *adoption of Code (see Ch. 1, General Provisions, Art. I).*

149 **§ 32-5 Sharing of costs.**

150 ~~Costs of equipment and services shall be borne 100% by the municipal government~~
151 ~~requiring such procurement with federal matching funds procured by the~~
152 ~~County/Municipal Director when applicable. Federal matching fund reimbursements~~
153 ~~shall be returned to the treasurer of the municipality procuring the equipment or~~
154 ~~services.~~

155 ~~§ 32-6~~ **Joint meetings.**

156 ~~Whenever it is deemed necessary by either the County Judicial/Law Enforcement and~~
157 ~~Emergency Management **Public Safety and Judicial** Committee or the emergency~~
158 ~~management committee of a municipality participating in joint action, there shall be a~~
159 ~~joint meeting of the committees to decide such matters as may arise.~~

160 ~~§ 32-7~~ **32-6 Duties of Emergency Management Director.**

161 **A.**

162 County-wide duties. The Director, in his capacity as County Director, subject to the
163 control and direction of the County ~~Judicial/Law Enforcement and Emergency~~
164 ~~Management~~ **Public Safety and Judicial** Committee and under the general supervision
165 of the County Board, shall:

- 166
- 167 (1) Develop, promulgate, and implement an emergency management plan for the
168 County in accordance with requirements of the state and federal plans of emergency
169 management.
 - 170
 - 171 (2) Under the general supervision of the Public Safety and Judicial Committee
172 coordinate and assist in the development of municipal emergency management plans
173 within the County and the integration of such plans with the County plan and the state
174 plan.
 - 175
 - 176 (3) Direct the County emergency management program and all phases of emergency
177 management related thereto, including the Green Lake County Hazardous Materials
178 Team, pursuant to state directive and subject to the overall supervision of the Public
179 Safety and Judicial Committee.
 - 180
 - 181 (4) Direct county-wide emergency management training programs and exercises in
182 accordance with directives from higher emergency management authority or as required
183 by the Public Safety and Judicial Committee.
 - 184
 - 185 (5) Consult with the state director, area director, and municipal directors concerning all
186 emergency management plans for the County and render such reports as may be
187 required by the state or area director.
 - 188
 - 189 (6) In case of a state of emergency proclaimed by the Governor or by the Board, direct
190 all County emergency management activities carried on by County agencies or
191 personnel and coordinate municipal emergency management activities within the
192 County pursuant to directive of higher emergency management authority and in accord
193 with integrated plans previously adopted.
- 194

195 (7) Advise and consult with the Public Safety and Judicial Committee concerning all
196 phases of emergency management planning and activity and report to the County
197 Board where necessary or required concerning emergency management within Green
198 Lake County.

199 (8) Perform such other duties relating to emergency management as may be required
200 by the County Board, the Public Safety and Judicial Committee, or higher emergency
201 management authority or in pursuance of any mutual aid agreements made hereunder
202 or as authorized by Wis. Stat. § 323.15.

203

204 ~~(1)~~

205 ~~Develop and promulgate emergency management plans for the County, including~~
206 ~~planning for joint-action municipalities, consistent with the state plan of emergency~~
207 ~~management;~~¹¹

208 ~~[1]~~

209 ~~Editor's Note: The State of Wisconsin Emergency Operations Plan was adopted by~~
210 ~~resolution of the County Board on March 17, 1981, as the official program of Green~~
211 ~~Lake County for emergency management. Copies of the state plan are on file at the~~
212 ~~office of the Judicial/Law Enforcement and Emergency Management **Public Safety and**~~
213 ~~**Judicial** Committee.~~

214 ~~(2)~~

215 ~~Coordinate and assist in the development of non-joint-action municipal emergency~~
216 ~~management plans within the County and integrate such plans with the County plan;~~

217 ~~(3)~~

218 ~~Coordinate the County and joint-action municipality emergency management programs;~~

219 ~~(4)~~

220 ~~Coordinate County-wide civil defense training programs and exercises;~~

221 ~~(5)~~

222 ~~Advise the state administrator of all emergency management planning for the County~~
223 ~~and render such reports as may be required by the state administrator;~~

224 ~~(6)~~

225 ~~In case of a state of emergency proclaimed by the Governor, coordinate the County and~~
226 ~~joint-action municipality emergency management activities and coordinate the non-joint-~~
227 ~~action municipal emergency management activities within the County, subject to the~~
228 ~~coordinating authority of the state administrator; and~~

229 ~~(7)~~

230 ~~Perform such other duties relating to emergency management as may be required by~~
231 ~~the County Board.~~

232 ~~**B.**~~

233 ~~Municipal duties. The Director, in his capacity as Director for municipalities participating~~
234 ~~in joint action, shall:~~

235 ~~(1)~~

236 ~~Coordinate the municipal emergency management organization;~~

237 ~~(2)~~

238 ~~Develop, promulgate, and integrate into the County plan emergency management plans~~
239 ~~for the operating services of the municipality;~~

240 ~~(3)~~

241 ~~Direct participation of the municipality in such emergency management training~~
242 ~~programs and exercises as may be required on the County level or by the state~~
243 ~~administrator;~~

244 ~~(4)~~

245 ~~Coordinate the municipal emergency management training programs and exercises;~~

246 ~~(5)~~

247 ~~Perform all administrative duties necessary for the rendering of reports and~~
248 ~~procurement of matching federal funds for each municipality requesting federal~~
249 ~~matching funds;~~

250 ~~(6)~~

251 ~~In case of a state of emergency proclaimed by the Governor, coordinate the activities of~~
252 ~~the municipal emergency management organization; and~~

253 ~~(7)~~

254 ~~Perform such other duties, relating to emergency management, as may be required by~~
255 ~~the municipal governing body.~~

256 ~~§ 32-8~~ **32-7 Utilization of existing services and facilities.**

257 **A.**

258 Policy. In preparing and executing the emergency management program, the services,
259 equipment, supplies and facilities of the existing departments and agencies of the
260 County shall be utilized to the maximum extent practicable, and the officers and
261 personnel of all such departments and agencies are directed to cooperate with and
262 extend such services and facilities as are required of them.

263 **B.**

264 Responsibility. In order to assure that in the event of an emergency all the facilities of
265 the existing County government are expanded to the fullest to meet such emergency, all
266 department heads will fulfill emergency and nonemergency duties as assigned under
267 the County Emergency Operations Plan. The Emergency Management Director will
268 assist them in organizing and planning for the expansion of their departments prior to
269 and during an emergency and for recruiting necessary emergency management
270 volunteers to supplement regular department employees. Nothing in this section shall
271 be construed so as to limit the Emergency Management Director from immediately
272 commencing organizational and planning programs as required by the Emergency
273 Operations Plan adopted by the Green Lake County Board of Supervisors.

274 **C.**

275 ~~Joint action. Municipalities entering into joint action with Green Lake County will provide~~
276 ~~for utilization of existing services of municipal government by enactment of an ordinance~~
277 ~~parallel to this section.~~

278 ~~§ 32-9~~ **Other emergencies.**

279 **A.**

280 ~~Joint action municipalities. In the event of the Governor determining that an emergency~~
281 ~~exists growing out of natural or man-made disasters, the County Emergency~~
282 ~~Management Director will activate and coordinate the emergency management services~~
283 ~~at the appropriate level of government affected by the emergency.~~

284 **B.**

285 ~~Non-joint action municipalities. In the event of a natural or man-made disaster, the~~
286 ~~County Director will coordinate the municipalities affected and render such assistance~~
287 ~~as is required and available from County resources.~~

288 **§ 32-10 32-8 Violations and penalties. [1]**

289 It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of
290 the emergency management organization in the enforcement of this chapter or to
291 perform any act forbidden by any order, rule, regulation or plan issued pursuant to the
292 authority contained in this chapter. For a violation of any of the provisions of this chapter
293 he shall forfeit not less than \$100 nor more than \$500 and, in default of payment
294 thereof, shall be imprisoned in the County jail for a period not exceeding 90 days.

295 **[1]**

296 *Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions,*
297 *Art. I).*

298 **§ 32-11 32-9 Sponsorship of hazardous material response team.**

299 [Added 12-21-1993 by Ord. No. 530-93]

300 **A.**

301 Pursuant to § ~~466.03(8)~~ **323.61(2m)(e)**, Wis. Stats., Green Lake County hereby elects
302 to sponsor a Hazardous Material Level B Response Team, which shall consist of fire
303 fighters and other emergency response personnel from or designated by the various
304 municipalities in Green Lake County. The County shall sponsor all the team members
305 whose names have been approved by the Hazardous Material Team Leader and filed in
306 writing with the Emergency Management Director. The Team Leader may designate
307 persons to be members for specific types of incidents. The City of Berlin Fire
308 Department will be the lead team and will assist the County in response capabilities.

309 **B.**

310 The response cost of the Hazardous Material Level B Team shall be the responsibility of
311 the party, agency, entity or person who or which created the condition requiring the
312 hazardous material response. The cost of the response shall be charged to the party,
313 agency, entity or person according to the following schedule:

314 **(1)**

315 Level 1 response. A Level 1 response is action by the Green Lake County Emergency
316 Management Department and/or the Hazmat Team which involves advice, counseling
317 and consulting on an incident. The fee for Level 1 response will be established annually
318 by the ~~Judicial/Law Enforcement and Emergency Management~~ **Public Safety and**
319 **Judicial** Committee, not less than \$25.

320 **(2)**

321 Level 2 response. A Level 2 response is a response in which the full Hazardous
322 Material Level B Team is called to a scene to mitigate an incident involving a hazardous
323 materials release. The cost of a Level 2 response shall be:

324 **(a)**

325 The actual cost of staff time, including the hourly rate for fringe benefits, of the staff
326 involved in the response.

327 **(b)**

328 A charge for response by the hazmat vehicle(s) and/or the Berlin Emergency
329 Management Command Post or other related emergency vehicles in an amount to be
330 determined annually by the ~~Judicial/Law Enforcement and Emergency Management~~

331 **Public Safety and Judicial** Committee based on the cost to operate the vehicle,
332 depreciation and other factors bearing on the cost of activating the equipment.

333 **(c)**

334 The replacement cost of all consumable supplies used necessarily in the response and
335 the actual cost of any charges incurred by the team.

336 **(d)**

337 A use charge for reusable equipment, in an amount determined annually by the
338 ~~Judicial/Law Enforcement and Emergency Management~~ **Public Safety and Judicial**
339 Committee based on the operating cost of the equipment, its depreciation and other
340 factors bearing on its cost.

341 **(3)**

342 Household response. The ~~Judicial/Law Enforcement and Emergency Management~~
343 **Public Safety and Judicial** Committee may adopt a maximum charge for responses to
344 hazardous materials incidents which occur in a residential household. "Residential
345 household" shall be defined as an owner-occupied building of one or two dwelling units.

346 **C.**

347 The Green Lake County ~~Judicial/Law Enforcement and Emergency Management~~ **Public**
348 **Safety and Judicial** Committee, together with the Chair of the local emergency planning
349 committee and the Hazardous Material Team Leader, shall constitute the "reviewing
350 entity" as provided in § ~~466.22(5)(a)~~ **323.71(5)(a)**, Wis. Stats.

351

352 **BE IT FURTHER ORDAINED**, that this ordinance shall become effective upon passage
353 and publication.

ORDINANCE NO. 05-2025

Amending Green Lake County Chapter 148. Food Safety and Recreational Licensing Program

The County Board of Supervisors of Green Lake County, Green Lake Wisconsin, duly assembled at its regular meeting begun on the 18th day of March, 2025, does ordain as follows:

- 1 **WHEREAS**, the Health and Human Services Committee has deemed it advantageous
- 2 to combine with Marquette County to create a new Rural Environmental Health Alliance
- 3 for the purpose of enacting local regulations governing a variety of hospitality, cosmetic
- 4 and recreational services.
- 5 Fiscal note is not applicable.
- 6 A majority vote is required to pass.

Roll Call on Ordinance No. 05-2025

Submitted by Health and Human Services Committee:

Ayes , Nays , Absent , Abstain

/s/ Joe Gonyo

Joe Gonyo, Chair

Passed and Enacted/Rejected this 18th day of March, 2025.

/s/ Mike Skivington

Mike Skivington, Vice Chair

Absent

Brian Floeter

County Board Chairman

/s/ Nancy Hoffmann

Nancy Hoffmann

ATTEST: County Clerk
Approve as to Form:

/s/ Christine Schapfel

Christine Schapfel

Corporation Counsel

/s/ Mary Hess

Mary Hess

7 **NOW, THEREFORE, BE IT ORDAINED**, that the ordinance shall be amended as
8 follows:
9

10 **Article I. Authority to Issue Licenses and Establish License Fees**

11 [Adopted 3-21-2006 by Ord. No. 854-06; amended in its entirety 11-15-2016 by Ord.
12 No. 26-2016]
13

14 **§ 148-1. Authority.**

15 This article is adopted pursuant to the authority provided by Wisconsin State Statutes
16 § 66.0417, Ch. 68, 97 subchapters I, IV, V and §§ 97.12, 97.41, 97.67, 97.615,
17 97.615(2), 97.625, 125.68(5), 251.04(3), 252.02, 252.03, ~~254.47,~~ and
18 ~~463.16254.69(2);~~ and by Wisconsin State Administrative Chapters ATCP 72, 73, 74, 75,
19 76, 78, ~~and~~ 79, and SPS 221 ~~and~~; 390 ~~and~~ ~~326,~~ as amended and/or renumbered from
20 time to time. The expressed provisions of this Chapter shall control where more
21 restrictive as permitted by law.

22 **§ 148-2. Purpose; grant of authority to consortia.**

23 The purpose of this article is to protect and improve the public health and to authorize the ~~Tri-~~
24 ~~County Rural~~ Environmental Health ~~Consortium Alliance (The Alliance);~~ which consists of the
25 ~~Waushara, Green Lake and Marquette and Green Lake~~ County Health Departments, to become the
26 designated agent of the State Department of Agriculture, Trade and Consumer Protection for the
27 purpose of enacting local regulations governing establishing license fees; issuing licenses; and
28 making investigations or inspections of hotels, motels, tourist rooming houses, body piercing and
29 tattooing establishments, restaurants, retail food establishments, bed-and-breakfast
30 establishments, campgrounds ~~and camping resorts,~~ recreational and educational camps, public
31 swimming pools, ~~and in making investigations and inspections of food vending machines, their~~
32 ~~operators and vending machine commissaries; and for the purpose of enacting local regulations~~
33 ~~governing these establishments. In addition, the consortia may also secure samples or specimens~~
34 ~~of food and any product or substance that may affect food, examine and copy relevant documents~~
35 ~~and records and obtain photographic and other evidence needed to enforce this article. The~~
36 ~~department shall examine any samples secured and conduct other inspections and examinations~~
37 ~~needed to determine whether there is a violation.~~

38 **§ 148-3. Applicability.**

39 The provisions of this article shall apply to the owner and operator of any entity identified in the
40 above statutory sections. ~~retail food establishment, hotel, motel, tourist rooming house, body~~
41 ~~piercing and tattooing establishments, restaurant, retail food establishment, bed-and-breakfast~~
42 ~~establishment, campground and camping resort, recreational and educational camp, public~~
43 ~~swimming pool, vending machine commissary or vending machine in all areas of jurisdiction of the~~
44 ~~Green Lake County Health Department.~~

45 **§ 148-4. Definitions.**

46 All definitions as set forth in ~~Wisconsin State Statutes § 66.0417, and Chs. 68, 97, 125, 251, 252~~
47 ~~and~~
48 ~~254; and Wisconsin State Administrative Code Chapters ATCP 72, 73, 74, 75, 76, 78 and 79, and~~
49 ~~SPS 221, 390 and 326, as amended and/or renumbered from time to time, are incorporated in this~~
50 ~~article by reference and they shall be construed, read and interpreted as if fully set forth herein until~~
51 ~~amended and then shall apply as amended. In addition, the following terms and phrases have~~
52 ~~meanings ascribed to them in this section:~~the statutes apply, except:

53 ~~ANNUAL LICENSE FEE~~

54 ~~A fee for on-site inspection of the entire facility and one follow-up inspection to~~
55 ~~determine that establishments identified in the ordinance are compliant with the~~
56 ~~statutes and administrative codes that govern their operation.~~

57 ~~BRAIDING~~

58 ~~The cutting of strips of skin of a person, which strips are then to be intertwined with~~
59 ~~one another and placed onto such person so as to cause or allow the incised and~~
60 ~~interwoven strips of skin to heal in such intertwined condition.~~

61 ~~BRANDING~~

62 ~~Inducing a pattern of scar tissue by use of a heated material (usually metal) to the~~
63 ~~skin, making a serious burn, which eventually becomes a scar.~~

64 ~~DUPLICATE LICENSE FEE~~

65 ~~A fee for the replacement of an original license.~~

66
67 ~~FISCAL AGENT~~

68 ~~The entity that attends to the fiscal and administrative issues pertaining to this~~
69 ~~Agent Program. Marquette County Health Department and Board of Health act in this~~
70 ~~capacity for the Rural Environmental Health Alliance.~~

71
72 ~~HEALTH DEPARTMENT~~

73 ~~The Green Lake County Public Health Department.~~

74
75 ~~LATE APPLICATION FEE~~

76 ~~A fee that is charged for failure to comply with the application time frame specified~~
77 ~~in the applicable statute and administrative code for completion and submission of~~
78 ~~the required application for license to the Health Department.~~

79 ~~LATE FEE~~

80 ~~A fee for failure to pay established or assessed fees in a timely manner. This refers~~
81 ~~to any fee not postmarked by June 30.~~

82 ~~LIMITED FOOD SERVICE~~

83 ~~The serving of only individually wrapped, hermetically sealed single food servings~~
84 ~~by a licensed processor with preparation on the premises limited to heating and~~
85 ~~serving with single-service articles; i.e., hermetically wrapped sandwiches or frozen~~
86 ~~pizza.~~

87 MASTER FEE SCHEDULE

88 The schedule of all fees associated with this article, amended as needed by the
89 ~~Board of Health~~Fiscal Agent, and posted oin the Health Department website and
90 may be changed upon approval by the County Board.

91 ~~MOBILE RESTAURANT~~

92 ~~A restaurant operating from a movable vehicle, pushcart, trailer or boat which~~
93 ~~periodically or continuously changes location and wherein meals or lunches are~~
94 ~~prepared or served or sold to the general public, excepting those vehicles used in~~
95 ~~delivery of pre-ordered meals or lunches prepared in a licensed restaurant.~~

96 ~~OPERATOR~~

97 ~~The owner, operator or person responsible to the owner for the operations of the hotel, motel,~~
98 ~~bed and breakfast establishment, food service establishment or beverage establishment,~~
99 ~~vending machine commissary and/or vending machine, campground, camping resort,~~
100 ~~recreational/educational camps, or public swimming pools.~~

101 ~~OUTDOOR GRILLING~~

102 ~~The cooking of food on an outdoor grill on the premises of a licensed food service facility. The~~
103 ~~purpose for outdoor cooking shall not increase the production capability of the restaurant~~
104 ~~kitchen by circumventing codes applicable to indoor cooking facilities. Hot holding shall be~~
105 ~~limited to what can be held on the cooking unit.~~

106 ~~PERMIT~~

107 ~~Fee exempt permission to operate a temporary food stand for fewer than four days in a~~
108 ~~calendar year.~~

109 ~~POTENTIALLY HAZARDOUS FOOD~~

110 ~~A. A food that is natural or synthetic and that requires temperature control because it is in a~~
111 ~~form capable of supporting:~~

- 112 ~~(1) The rapid and progressive growth of infectious or toxigenic microorganisms;~~
- 113 ~~(2) The growth and toxin production of Clostridium botulinum; or~~
- 114 ~~(3) In raw shell eggs, the growth of Salmonella enteritidis.~~

115 ~~B. Potentially hazardous food includes an animal food (a food of animal origin) that is raw or~~
116 ~~heat treated; a food of plant origin that is heat treated or consists of raw seed sprouts; cut~~
117 ~~melons; and garlic and oil mixtures that are not acidified or otherwise modified at a food~~
118 ~~processing plant in a way that results in mixtures that do not support growth as specified~~
119 ~~under Subsection A of this definition.~~

120 ~~C. Potentially hazardous food does not include:~~

- 121 ~~(1) An air-cooled hard-boiled egg with shell intact;~~
- 122 ~~(2) A food with an a/w value of 0.85 or less;~~
- 123 ~~(3) A food with a pH level of 4.6 or below when measured at 24° C. (75° F.);~~
- 124 ~~(4) A food in an unopened hermetically sealed container that is commercially processed~~
125 ~~to achieve and maintain commercial sterility under conditions of nonrefrigerated~~

126 ~~storage and distribution; and~~

127 ~~(5) A food for which laboratory evidence demonstrates that the rapid and progressive~~
128 ~~growth of infectious or toxigenic microorganisms or growth of *S. enteritidis* in eggs or~~
129 ~~*C. botulinum* cannot occur, such as a food that has an a/w and a pH that are above~~
130 ~~the levels specified under Subsection **C(2)** and **(3)** of this definition and that may~~
131 ~~contain a preservative, other barrier to growth of microorganisms, or a combination of~~
132 ~~barriers that inhibit the growth of microorganisms.~~

133 ~~(6) A food that may contain an infectious or toxigenic microorganism or chemical or~~
134 ~~physical contaminant at a level sufficient to cause illness, but that does not support~~
135 ~~the growth of microorganisms as specified under Subsection **A** of this definition.~~

136 ~~PRE-INSPECTION FEE~~

137 ~~The fee associated with the required inspection necessary to determine compliance at the time~~
138 ~~of a change in operator or new business.~~

139 ~~REINSPECTION FEE~~

140 ~~A process fee structure for the subsequent inspections needed to address compliance issues~~
141 ~~with the statutes and administrative codes that govern a respective establishment.~~
142 ~~Reinspections are conducted due to one or more of the following: uncorrected critical violations,~~
143 ~~more than 10 total violations, repeat violations from previous inspections, major noncritical~~
144 ~~violations and when a complaint investigation identifies unsatisfactory conditions pursuant to~~
145 ~~Alliance policy. The fee for a reinspection will be a set fee and posted in the Health Department~~
146 ~~on the Master Fee Schedule.~~

147 ~~RESTAURANT~~

148 ~~Any building, room or place where meals are prepared, served or sold to transients or the~~
149 ~~general public, and all places used in connection with the building, room or place, and includes~~
150 ~~any public or private school lunchroom for which food service is provided by contract.~~
151 ~~"Restaurant" does not include:~~

152 ~~A. Taverns that serve free lunches consisting of popcorn, cheese, crackers, pretzels,~~
153 ~~cold sausage, cured fish or bread and butter;~~

154 ~~B. Churches, religious, fraternal, youth or patriotic organizations, service clubs and~~
155 ~~civic organizations which occasionally prepare, serve or sell meals to the general public;~~

156 ~~C. Any public or private school lunchroom for which food service is directly provided by~~
157 ~~the school;~~

158 ~~D. Any food service provided solely for needy persons;~~

159 ~~E. Bed and breakfast establishments;~~

160 ~~F. A private individual selling food from a movable or temporary stand at a public farm sale;~~

161 ~~G. A concession stand at a locally sponsored sporting event, such as a little league game; or~~

162 ~~H. A potluck event.~~

163 ~~RETAIL FOOD ESTABLISHMENT~~

164 ~~Any of the following, but does not include a restaurant or other establishment holding a~~
165 ~~license to the extent that the activities of the establishment are covered by that license:~~
166

167 ~~A.— A permanent or mobile food processing facility where food is processed primarily for~~
168 ~~direct retail sale to consumers at the facility.~~

169 ~~B.— A mobile facility from which potentially hazardous food is sold to customers at retail.~~

170 ~~C.— A permanent facility from which food is sold to consumers at retail, whether or not that~~
171 ~~facility sells potentially hazardous food or is engaged in food processing.~~

172 ~~SCARIFICATION~~

173 ~~Altering skin texture by cutting the skin and controlling the body's healing process in order to~~
174 ~~produce wounds, which results in permanently raised wheals or bumps known as "keloids."~~

175 ~~SPECIAL ORGANIZATION~~

176 ~~Churches, religious, fraternal, youths' or patriotic organizations, service clubs and~~
177 ~~civic organizations which *occasionally* prepare, serve or sell meals to transients or~~
178 ~~the general public,; ~~for up to 12 days in a calendar year. Specific Dates and~~~~
179 ~~locations of meals shall be provided to the Health Department in advance.~~

180 ~~OCCASIONALLY~~

181 ~~Not more than 12 days for non-meal food sales and not more than 3 days for meal~~
182 ~~food sales during any licensing year.~~

183 ~~TEMPORARY TRANSIENT RESTAURANT or TRANSIENT TEMPORARY RETAIL FOOD~~ 184 ~~ESTABLISHMENT~~

185 ~~A restaurant or retail food establishment that operates at a fixed location in~~
186 ~~conjunction with a single event such as a fair, carnival, circus, public exhibition,~~
187 ~~anniversary sale, or occasional sales promotion for a period of no more than 14~~
188 ~~consecutive days ~~or 20 nonconsecutive days~~. Specific dates and locations of meals~~
189 ~~shall be provided to the Health Department in advance. ~~Mobile establishments of~~~~
190 ~~this type which conduct business in the jurisdiction of the Green Lake County~~
191 ~~Public Health Department, that are licensed outside of the area of jurisdiction, will~~
192 ~~be inspected and charged a nominal fee to cover the cost of inspection.~~

193 ~~THREE-DIMENSIONAL "3D" BODY ART or BEADING or IMPLANTATION~~

194 ~~The form of body art consisting of or requiring the placement, injection or insertion~~
195 ~~of an object, device or other thing made of matter such as steel, titanium, rubber,~~
196 ~~latex, plastic, glass or other materials beneath the surface of the skin of a person.~~
197 ~~This term does not include body piercing or services performed by a qualified (MD,~~
198 ~~Board-certified) physician.~~

199 ~~TRI-COUNTY ENVIRONMENTAL HEALTH CONSORTIUM~~

200 ~~Waushara, Green Lake and Marquette Counties consortium established to enforce~~
201 ~~environmental health laws and to enforce this article.~~

202 ~~VENDING MACHINE~~

203 ~~Any self-service device offered for public use which, upon insertion of a coin or~~
204 ~~token, or by other means, dispenses unit servings of food or beverage either in bulk~~
205 ~~or in package, without the necessity of replenishing the device between each~~
206 ~~vending operation. "Vending machine" does not include a device which dispenses~~
207 ~~only bottled, prepackaged or canned soft drinks, a one-cent vending device, a~~

~~vending machine dispensing only candy, gum, nuts, nut meats, cookies or crackers, or a vending machine dispensing only prepackaged Grade A pasteurized milk or milk products.~~

~~VENDING MACHINE COMMISSARY~~

~~Any building, room or place in the state at which foods, containers, transport equipment or supplies for vending machines are kept, handled, prepared or stored by a vending machine operator, except a place at which the operator is licensed to manufacture, distribute or sell food products under Ch. 97, Wis. Stats.~~

§ 148-5. Enforcement.

The provisions of this article shall be administered by or under the direction of the ~~Health Officer~~Fiscal Agent or of the local Health ~~Department~~Officer, who in person or by duly authorized representatives shall have the right to enter, at reasonable hours, upon premises affected by this regulation to inspect the premises, secure samples or specimens, examine and copy relevant documents and records or obtain photographic or other evidence needed to enforce this article and issue citations or file a summons and complaint with Marquette County Corporation Counsel or any attorney serving The Alliance.

§ 148-6. License and permit.

A. No person shall operate ~~a bed and breakfast establishment, hotel, motel, tourist rooming house, body piercing and tattooing establishment, restaurant, retail food establishment, campground and camping resort, recreational and educational camp, or public swimming pool~~any entities set forth above without first obtaining a non-prorated license from the ~~Health Department~~Fiscal Agent.

(1) ~~Except as in Subsection A(1)(a), licenses shall expire on June 30 of each year following their issuance~~Licenses issued to establishments covered under the master fee schedule are issued for one (1) year from July 1 through June 30. Exceptions listed in subparagraphs (a) and (b).

(a) Licenses initially issued ~~for a bed and breakfast establishment, hotel, motel, tourist rooming house, body piercing and tattooing establishment, restaurant, retail food establishment, campground and camping resort, recreational and educational camp or public swimming pool~~ during the period beginning on April 1 and ending June 30 shall expire June 30 of the following year.

(b) ~~Licenses issued to retail establishments covered under the master fee schedule are issued for one year from July 1 through June 30.~~Transient food establishment permits may only be issued for the license period beginning July 1 and ending the following June 30.

246 ~~(e) No fee permits issued to special organizations operating for fewer than~~
247 ~~four days in a calendar year.~~

248 ~~(d) Licenses issued to special organizations or temporary food~~
249 ~~establishments shall be valid for the calendar year.~~

250 ~~(2) Special organizations shall be issued a license for operating between four and~~
251 ~~12 days in a calendar year.~~

252 ~~(3)~~(2) The issuance of a license may be conditioned upon the licensee correcting
253 a violation of this article within a specified period of time. If the condition is not
254 met within the specified period of time, the license shall be voided.

255 ~~(4)~~(3) The license shall not be transferable to a location other than the one for
256 which it was issued, nor shall a license be transferred from one operator to
257 another subject to the express exception of:

258 (a) As to location, ~~temporary or special organization~~transient licenses may be
259 transferred.;

260 (b) As to operator, a recreational facility license ~~of a non-retail food~~
261 ~~establishment operator~~ may be transferred to an individual who is an
262 immediate family member of the operator if the operator is transferring
263 operation of the establishment or vending machine to that immediate family
264 member as defined in 97.605(4)(a)2. ~~A parent, spouse, child, stepchild,~~
265 ~~grandchild, sibling or step-sibling shall be considered an immediate family~~
266 ~~member for purposes of this article.~~

267 B. Operators or licensees of ~~temporary~~transient restaurants whom the Health
268 DepartmentAlliance has found to be uncooperative or habitual violators of this
269 article may be denied a license to operate. ~~Temporary-Transient~~ licenses may be
270 transferred to premises other than those for which they were issued, provided that
271 the approval of the new premises is secured from the Health-DepartmentAlliance
272 prior to operating at the new premises.

273 C. With the exception of those establishments defined herein as "~~temporary,~~"transient,
274 no licenses shall be granted to any person under this article without a preinspection
275 by the ~~Tri-CountyRualy~~ Environmental Health Consortium-Alliance of the premises
276 for which the license shall be granted.

277 D. No license shall be issued until all application fees have been paid.

278 ~~E. No license shall be issued for any form of branding, braiding, scarification or "3D"~~
279 ~~body art.~~

280 § 148-7. Application for license.

281 ~~Application for licenses shall be made in writing to the Waushara County Health~~

282 ~~Department, as fiscal agent for the consortia, on forms developed and provided by the~~
283 ~~Health Department, stating the name and address of the proposed applicant and~~
284 ~~operator, and the address and location of the proposed establishment, together with~~
285 ~~any such other information as may be required. The Health Department Alliance shall~~
286 either approve the application or deny the license within 30 days after receipt of a
287 complete application.

288 **§ 148-8. Fees.**

289 ~~Fees for licenses required by this article shall be as provided through the Master Fee~~
290 ~~Schedule. License fees outlined in this article shall be included in the Master Fee~~
291 ~~Schedule. Which may be amended by the Marquette County Board.~~
292

293 **§ 148-9. Public display of license.**

294 Every establishment required to obtain a license pursuant to this article shall display
295 said license, at all times, in a conspicuous public place.
296

297 **§ 148-10. Temporary orders.**

298 Whenever, as a result of an examination, the Health Officer or designee has reasonable
299 cause to believe that an immediate danger to health exists ~~or that branding, braiding,~~
300 ~~scarification or "3D" body art is occurring~~ on the premises covered by this article, the
301 Health Officer or designee may issue a temporary order in accordance with §
302 66.0417(2), Wis. Stats.
303

304 ~~Wisconsin Statute: 66.0417 Local enforcement of certain food and health regulations.~~

- ~~(1) An employee or agent of a local health department designated by the department of health and family services under s. 254.69 (2) or the department of agriculture, trade and consumer protection under s. 97.41 may enter, at reasonable hours, any premises for which the local health department issues a permit under s. 97.41 or 254.69 (2) to inspect the premises, secure samples or specimens, examine and copy relevant documents and records or obtain photographic or other evidence needed to enforce subch. VII of ch. 254, ch. 97 or s. 254.47, relating to those premises. If samples of food are taken, the local health department shall pay or offer to pay the market value of those samples. The local health department, department of health and family services or department of agriculture, trade and consumer protection shall examine the samples and specimens secured and shall conduct other inspections and examinations needed to determine whether there is a violation of subch. VII of ch. 254, ch. 97 or s. 254.47, rules adopted by the departments under those statutes, ordinances adopted by the village, city or county or regulations~~

~~adopted by the local board of health under s. 97.41 (7) or 254.69.~~

- ~~(2) Whenever, as a result of an examination, a village, city or county has reasonable cause to believe that any examined food constitutes, or that any construction, sanitary condition, operation or method of operation of the premises or equipment used on the premises creates an immediate danger to health, the administrator of the village, city or county agency responsible for the village's, city's or county's agent functions under s. 97.41 or 254.69(2) may issue a temporary order and cause it to be delivered to the permittee, or to the owner or custodian of the food, or to both. The order may prohibit the sale or movement of the food for any purpose, prohibit the continued operation or method of operation of specific equipment, require the premises to cease any other operation or method of operation which creates the immediate danger to health, or set forth any combination of these requirements. The administrator may order the cessation of all operations authorized by the permit only if a more limited order does not remove the immediate danger to health. Except as provided in par. (c), no temporary order is effective for longer than 14 days from the time of its delivery, but a temporary order may be reissued for one additional 14-day period, if necessary to complete the analysis or examination of samples, specimens or other evidence.~~
- ~~(a) No food described in a temporary order issued and delivered under par (a) may be sold or moved and no operation or method of operation prohibited by the temporary order may be resumed without the approval of the village, city or county, until the order has terminated or the time period specified in par. (a) has run out, whichever occurs first. If the village, city or county, upon completed analysis and examination, determines that the food, construction, sanitary condition, operation or method of operation of the premises or equipment does not constitute an immediate danger to health, the permittee, owner or custodian of the food or premises shall be promptly notified in writing and the temporary order shall terminate upon his or her receipt of the written notice.~~
- ~~(b) If the analysis or examination shows that the food, construction, sanitary condition, operation or method of operation of the premises or equipment constitutes an immediate danger to health, the permittee, owner or custodian shall be notified within the effective period of the temporary order issued under par. (a). Upon receipt of the notice, the temporary order remains in effect until a final decision is issued under sub. (3), and no food described in the temporary order may be sold or moved and no~~

~~operation or method of operation prohibited by the order maybe re- sumed without the approval of the village, city or county.~~

305

306 **§ 148-11. Denial, suspension or revocation of license.**

307 The ~~Health Officer~~Fiscal Agent, or designee, of the county of jurisdiction may deny any
308 license application or suspend or revoke any license issued under this article for
309 noncompliance with this ~~code article~~ and regulations, rules and laws adopted by
310 reference. ~~The review procedure set forth in Chapter 68 of the Wisconsin Statutes shall~~
311 ~~be followed in the denial suspension or revocation of any license issued under this~~
312 ~~article, except where any of the following applies: under § 148-12. The following~~
313 ~~procedure shall be followed in the denial, suspension or revocation of any license~~
314 ~~issued under this article:~~

315 A. A decision by the ~~Health Officer~~Fiscal Agent, or designee, to deny, suspend or
316 revoke a license shall be in writing and shall state, with specificity, the reasons for
317 the ~~Health Officer's or designee's decision~~ and shall state any applicable statutes,
318 ordinances, rules, regulations or orders which may have been violated. ~~The Health~~
319 ~~Officer or designee shall send to the licensee a~~ copy of the written decision ~~shall~~
320 ~~be sent to the licensee~~ by mail or by personal service. Said notice shall inform the
321 licensee or applicant of the right to have this decision reviewed and the procedure
322 for such review.

323 B. Any licensee or applicant aggrieved by a decision ~~of the Health Officer, or designee,~~
324 to deny, suspend or revoke a license may have the decision reviewed and
325 reconsidered by a written request mailed or delivered to the ~~Health~~
326 ~~Officer~~Marquette County Health Department within 30 working days of receipt of
327 the ~~original~~ notice ~~of the Health Officer's or designee's decision~~. The written request
328 for review and reconsideration shall state the grounds upon which the person
329 aggrieved contends that the decision should be reversed or modified.

330 C. Within 15 working days of receipt of the request for review and reconsideration, the
331 ~~Health Officer~~Fiscal Agent's Health Officer shall review its initial determination ~~and~~
332 ~~may affirm, reverse or modify the initial determination. A written decision shall~~
333 ~~include the reasons for such determination and a copy shall be mailed or delivered~~
334 ~~to the licensee or applicant. The Health Officer may affirm, reverse or modify the~~
335 ~~initial determination. The Health Officer shall mail or deliver to the licensee or~~
336 ~~applicant a copy of the Officer's decision on review, and shall state the reasons for~~
337 ~~such decision.~~ The decision shall advise the licensee or applicant of the right to an
338 administrative appeal, the time within which appeal shall be taken and the office or

339 person with whom the appeal shall be filed.

340 D. A licensee or applicant who wishes to appeal a decision made by the ~~Health Officer~~
341 ~~on review~~Fiscal Agent's Health Officer must file a notice of appeal within 30 days of
342 ~~receiving the reviewed determination. notice of the Health Officer's decision on~~
343 ~~review.~~The administrative appeal shall be filed or mailed to the Marquette County
344 Health Officer. The Health Officer shall immediately file said notice of appeal with
345 the Fiscal Agent's County Board of Health.

346 E. A licensee or applicant shall be provided a hearing on appeal within 15 days of
347 receipt of the request for an administrative appeal. The ~~Health Officer~~Fiscal Agent
348 shall serve the licensee or applicant with notice of hearing by mail or personal
349 service at least 10 days before the hearing.

350 F. The hearing shall be conducted before the Fiscal Agent's County Board of Health
351 and shall be conducted in accordance with the procedures outlined in § 68.11(2)
352 and (3), Wis. Stats.

353 G. Within 20 days of the hearing, the Fiscal Agent's County Board of Health shall mail
354 or deliver to the appellant its written determination stating the reasons therefor.

355 H. A decision by the Health Officer upon a request for review and reconsideration,
356 which is not appealed to the County Board of Health, or a decision by the Marquette
357 County Board of Health on an appeal of a decision by the Health Officer of a request
358 for review and reconsideration shall be a final determination under § 68.12(2), Wis.
359 Stats.

360 I. Any party to a proceeding resulting in a final determination may seek review thereof
361 by certiorari within 30 days of receipt of the final determination per § 68.13, Wis.
362 Stats.

363 ~~§ 148-12. Regulations, rules and laws adopted by reference.~~

364
365 ~~The applicable laws, rules and regulations as set forth in Wisconsin State Statutes §~~
366 ~~66.0417, and Chs. 68, 97, 125, 251, 252 and 254; and Wisconsin State Administrative~~
367 ~~Code Chapters ATCP 72, 73, 74, 75,~~
368 ~~76, 78 and 79, and SPS 221, 390 and 326, as amended and/or renumbered from time~~
369 ~~to time, are incorporated in this regulation by reference and they shall be construed,~~
370 ~~read and interpreted as if fully set forth herein until amended and then shall apply as~~
371 ~~amended. The expressed provisions of this article shall control where more restrictive.~~
372

373 **§ 148-12. Violations and penalties.**

374

375 A. All ordinance violations not covered in the Master Fee Schedule referenced in this
376 chapter are subject to a forfeiture as defined in Chapter 100 of the Marquette
377 County Code of Ordinances.

379 ~~A. All violations of this article shall be subject to a forfeiture of not less than \$50 and~~
380 ~~not more than~~
381 ~~\$500 per offense, together.~~ Forfeitures within this article shall be combined with
382 applicable surcharges, ~~and~~ penalty assessments, and the taxable costs of
383 prosecution, ~~and the~~ A court may also grant injunctive relief. Failure to comply with
384 an order of correction issued under this article shall constitute a violation of this
385 article and each day of continued violation shall constitute a separate offense.
386 Failure to pay any penalties imposed by the court in accordance with this article
387 may result in imprisonment in the County jail.

388 B. In the alternative, the Health Department may pursue enforcement of such section
389 of these regulations as are prosecutable through long-form summons and
390 complaint with Marquette County Corporation Counsel or any attorney serving the
391 Alliance.

392 **§ 148-13. Effective date.**

393
394 This article shall take effect following its passage and filing with the County Clerk.

395
396
397 **BE IT FURTHER ORDAINED**, that this ordinance shall become effective **July 1, 2025**.

ORDINANCE NO. 06-2025

**Relating to: Rezone in the Town of Brooklyn
Owner: Donald E. Kinas**

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 18th of March 2025, does ordain as follows:

1 **NOW, THEREFORE, BE IT ORDAINED** that the Green Lake County Zoning Ordinance,
2 Chapter 350 as amended, Article IV Zoning Districts, Section 350-26 Official Map, as
3 relates to the Town of Brooklyn, shall be amended as follows:
4

5 **Owner:** Donald E. Kinas, **Agent:** Michael McConnell, **Location:** N5112 Brooklyn G
6 Road, **Parcel:** 004-00786-0000. **Legal Description:** Part of NW ¼ of SW ¼, located in
7 Section 36, T16N, R13E, Town of Brooklyn, ±5.0 acres. **Request:** The owners are
8 requesting a rezone from A1, Farmland Preservation District, to R4, Rural Residential
9 District, to be identified by certified survey map.

10 **BE IT FURTHER ORDAINED**, that this ordinance shall become effective upon passage
11 and publication.

Roll Call on Ordinance No. 06-2025

Submitted by Land Use Planning &
Zoning Committee:

Ayes , Nays , Absent , Abstain

/s/ Chuck Buss

Passed and Adopted/Rejected this 18th
Day of March 2025.

Chuck Buss, Chair

Absent

William Boutwell, Vice Chair

County Board Chairman

/s/ Sue Wendt

Sue Wendt

ATTEST: County Clerk
Approve as to Form:

/s/ Gene Thom

Gene Thom

Jeffrey Mann , Corporation Counsel

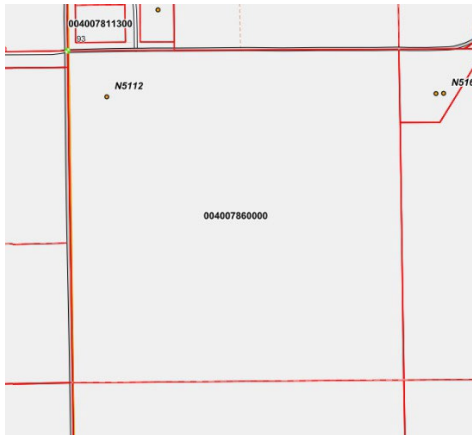
Absent

Curt Talma

Donald E. Kinas
Town of Brooklyn
N5112 Brooklyn G Road, Parcel #004-00786-0000
NW ¼ of SW ¼, Section 36, T16N, R13E

Existing Configuration

1 = 40.0 acre parcel zoned A1, Farmland Preservation District.



Proposed Configuration

1 = ±35.0 acre parcel zoned A1, Farmland Preservation District.
2 = ±5.0 acre parcel zoned R4, Rural Residential District



*AGREEMENT BETWEEN GREEN LAKE COUNTY
AND
GENERAL ENGINEERING COMPANY*

This Agreement (hereinafter referred to as “Agreement”), is entered into by and between Green Lake County (hereinafter referred to as “County”), with its principal place of business and county seat at 571 County Road A, Green Lake, Wisconsin, 54941, and General Engineering Company with its corporate office located at 916 Silver Lake Drive, PO Box 340, Portage, Wisconsin, 53901.

WHEREAS, Surveyor has a great deal of knowledge and expertise in the area of surveying and is a Wisconsin professional surveyor; and,

WHEREAS, County wishes to avail itself of Surveyor’s talents, advice and abilities during the term of Agreement and Surveyor is willing to offer such services as a County Surveyor upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the promises contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. During the term hereof, County hereby engages Surveyor, and Surveyor hereby agrees to serve County as County Surveyor. Surveyor shall be available to work at reasonable times and for reasonable periods of time to perform such consultation as is required by County. Surveyor shall furnish all materials, equipment, vehicles, supplies and incidentals necessary to complete the work.

2. Surveyor shall travel on the business of County whenever reasonably requested to do so, provided such travel is not unreasonably burdensome. Surveyor shall generally endeavor to improve the business of County during the term of Agreement.

3. Surveyor shall maintain at his expense, Wisconsin professional surveyor accreditation and provide proof of same to County.
4. County will provide office space, a computer and internet access for use by the Surveyor to hold office hours while performing work for County. County will provide an email address, fax and telephone number for communication with Surveyor for matters related to County. Surveyor shall set office hours for performing work for County, to answer questions and serve the public. Surveyor shall abide by all County policies on the use of County equipment and resources.
5. Surveyor shall carry out the duties and responsibilities of Wis Stat. §59.20(2)(c) and other requirements provided by law, including but not limited to the following:
 - a) Execute and/or oversee land survey activity, maintain survey records and any other duties and responsibilities mandated by Wis Stat. § 59.45.
 - b) In a timely manner, catalog and file certified survey records, certified U.S. public land survey monument records and section summary sheets, as submitted by surveyors.
 - c) Coordinate the perpetuation of Public Land Survey System (PLSS) corner locations in preparation for proposed construction and other activities, including street and highway construction activities that would otherwise lead to destruction of corner monuments and loss of true corner locations.
 - d) Receive requests for PLSS re-monumentation and maintenance, review same and authorize, if appropriate. No self-authorization will be permitted. Keep records of all PLSS re-monumentation and maintenance requests.
 - e) Serve in advisory capacity for county departments in regard to ordinance revisions that affect land subdivision practices in the county, provide guidance pertaining to general land surveying practices and answer questions regarding certified survey map and subdivision plat review.

- f) Serve on the Land Information Council as the designated surveyor member.
- g) Conduct a minimum of (2) hours of regular posted office hours per week.
- h) Respond to questions and requests from customers regarding survey records.
- i) Attend Land Use, Planning and Zoning Committee meetings when requested by the committee and semi-annually submit an activity report to the committee.
- j) Provide annual budget guidance, direction and advice to the Land Use, Planning and Zoning Director regarding budget line items that relate to the County Surveyor budget, beginning with the 2026 budget and all years thereafter.
- k) Provide guidance, direction, advice and assistance as needed regarding duties and/or projects performed by the Land Use, Planning and Zoning Department.
- l) Review survey maps and subdivision plats submitted for review to the Land Use, Planning and Zoning Department and the Office of Register of Deeds.
- m) Work cooperatively and harmoniously with any entity seeking information, assistance or direction of land surveying laws, codes and/or ordinances enforced by the County Surveyor through the Land Use, Planning and Zoning Department.
- n) Interact with County's Land Information Program to maintain a modern indexing and retrieval system for survey records filed, pursuant to Wis Stat. § 59.45.
- o) Fulfill requirements of the Public Survey System Perpetuation Policy, beginning January 1, 2026.

6. Term and termination

- a. The Agreement shall commence upon the execution of this document and terminate two (2) years from the date of signature. The County may extend an option to renew this contract for two-year increments, subject to paragraph b. below.
- b. Either party may for any reason and upon thirty (30) days' written notice to the other party, elect to terminate the Agreement. If terminated, Surveyor shall be paid for satisfactory completion of work to the date of termination.

7. Surveyor shall submit a monthly invoice detailing work completed for that month and will be paid within forty-five (45) days of receipt of the invoice. County Surveyor payment is set at a rate of ~~\$50.00~~ **\$75.00** per hour to include: support; staff; survey equipment; surveyor software and mileage to perform services required. Any work requiring more than one surveyor and/or person shall be pre-approved of by the Land Use, Planning and Zoning Director and payment shall be at a rate to be agreed upon by both parties.

8. It is mutually understood and agreed, and it is the intent of all parties hereto, that an independent contractor relationship be, and is hereby established under the terms and conditions of Agreement. Surveyor shall remain an independent contractor under Agreement. All employees of Surveyor, or its subcontractors, shall remain employees of Surveyor and shall not become employees of County under Agreement. No tenure, rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes, or other benefits available to County's employees, shall accrue to Surveyor or its employees performing services under this Agreement.

9. Surveyor agrees at all times during the term of Agreement to indemnify, save harmless and defend County, its boards, officers, employees and/or representatives against any and all liability, losses, damages, costs or expenses, which County, its boards, officers, employees and/or representatives may sustain, incur, or be required to pay by reason of bodily injury, personal injury, property damage, or other cause of actions of whatsoever nature or kind, arising out of, or as a result of any negligent failure to act in connection with Surveyor occupying, furnishing services or goods required to be provided. However, provisions of this section shall not apply to liabilities, losses, charges, costs and/or expenses caused by, or resulting from, the acts or omissions of County, its agencies, boards, officers, employees and/or representatives.

10. Surveyor agrees to obtain the following and provide County with copies of certificates of insurance indicating that the specified amounts of coverage are in effect:

- a) Statutory workers compensation insurance if required under Wisconsin Statutes;
- b) General liability insurance coverage with a minimum policy limit of \$1,000,000.00;
- c) Auto liability insurance of no less than \$100,000.00 per person/\$300,000.00 per accident/\$50,000.00 property and \$1,000.00 medical coverage if passengers are transported;
- d) Professional errors and omissions insurance with a minimum policy limit of \$1,000,000.00.

County shall be given thirty (30) days advance notice of cancellation, modification or non-renewal of any such policy during the term of this Agreement.

11. All land survey maps, files, records and any and all related field records, survey information, or work product generated as part of Agreement, shall be the property of County. Surveyor shall respond to demands for records pursuant to Wis Stat. § 59.45 when holding office hours and shall collect such fees as may be set by County. With regard to other open records requests, Surveyor shall not be deemed the records custodian but shall assist County in responding to such requests. All completed work product shall be stored in the County Surveyor's Office, located in the Land Use, Planning and Zoning Department.

12. Agreement may be executed in one, or more counterparts, each of which shall be considered an original and all of which taken together, shall be considered one and the same instruments, with electronic signatures having the same legally binding effect as original signatures.

13. All notices, demands, certificates, or other communications under Agreement, shall be deemed given to all parties when hand delivered or sent via United States Postal Service as indicated below:

To County: Green Lake County Clerk
571 County Road A
Green Lake, WI 54941

With a copy to: Green Lake County Corporation Counsel
571 County Road A
Green Lake, WI 54941

And a copy to: Administrator/County Board Chair/Etc.
571 County Road A
Green Lake, WI 54941

To Surveyor: General Engineering Company
 PO Box 340
 Portage, WI 53901

14. All state law or local ordinances insofar as applicable to municipal contracts, shall be and hereby are, specifically made a part of Agreement. Surveyor agrees to comply with all applicable federal and state laws, rules and regulations in performing the work required under Agreement.
15. Surveyor may appoint a deputy surveyor by filing a certificate with County Clerk. The deputy surveyor's duties and rate of pay shall be the same as the duties and rate of pay herein, and the deputy surveyor shall perform said duties in the event that Surveyor has a conflict of interest.
16. Agreement is to be construed as if both parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of Agreement.
17. Agreement shall inure to the benefit of and be binding upon both parties and their respective successors, assigns, heirs and personal representative. Except as specifically provided herein, Surveyor may not assign Agreement or any interest in Agreement by operation of law or otherwise, without the prior written consent of County. There shall be no third-party beneficiaries to Agreement.
18. It is understood and agreed upon that County shall have the right to assign Agreement by operation of law or otherwise, to any successor, to all or substantially all of its assets and business by dissolution, merger, consolidation, transfer of assets or otherwise, or to any direct or indirect subsidiary of County.

19. Agreement shall be interpreted under the laws of the State of Wisconsin. Venue for any legal proceedings relating to Agreement shall be Green Lake County, Wisconsin.
20. Agents executing Agreement are duly authorized representatives of their respective entities and are executing such documents and binding their respective entities to the representations, warranties and duties contained herein.
21. No modifications or additions to this Agreement and no waiver of the terms and conditions shall be effective unless it is in writing and duly executed by both parties hereto.
22. Both parties waive all rights to trial by jury in any action, proceeding, claim, or counterclaim brought by either party against the other on any matter whatsoever arising out of, in connection with, or related to Agreement.
23. Should Agreement provisions be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.
24. The waiver, or failure of either party to exercise in any respect any right provided in Agreement, shall not be deemed a waiver of any other right or remedy to which the party may be entitled.
25. County is an Equal Opportunity, Affirmative Action Employer and requires the same of independent contractors. There shall be no discrimination against any employee who is employed by Surveyor in the performance of their services to be performed under this Agreement, or against any applicant for such employment because of sex, race, religion, color, or national origin.

This provision shall include, but not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.

26. No language in Agreement constitutes as a waiver of County's sovereign immunity or notice of claim procedures, as set forth in Chapter 893 of the Wisconsin Statutes, or any other protections afforded to County by law.

GREEN LAKE COUNTY

Jason Jerome
Green Lake County Administrator

DATE

GENERAL ENGINEERING COMPANY

Registered Agent

DATE