



AGENDA
OZAUKEE COUNTY BOARD
REGULAR MEETING
WEDNESDAY, JANUARY 15, 2025 – 9:00 AM
ADMINISTRATION CENTER - ROOM A-204
121 W. MAIN STREET, PORT WASHINGTON, WI 53074

THE FOLLOWING BUSINESS WILL BE BEFORE THE COUNTY BOARD FOR INITIATION, DISCUSSION, CONSIDERATION, DELIBERATION AND POSSIBLE FORMAL ACTION:

The public can access the meeting by viewing the live stream at the link which will be opened five minutes before the call to order:

[County Board Live Stream](#)

The public can submit comments here: [Public Comment Form](#)

[Public Comment Policy & Instructions For Submitting Public Comments Online](#)

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. APPROVAL OF MINUTES

November 4 and December 4, 2024

4. PUBLIC COMMENT

Legislative Update

Chairperson's Proclamation

5. COMMUNICATIONS

6. CLAIMS

7. REPORT OF COUNTY ADMINISTRATOR

- a. Report January 2025
- b. Belgium Farm LLC Land Donation
- c. Lasata CBRF Update
- d. County Property Insurance
- e. County Website Refresh

8. RESOLUTIONS

- a. RES.24-43: Increase of Revenue - Planning and Parks 2024
- b. RES.24-44: Approval of Agreement With Versiti Wisconsin Incorporated and Lions Eye Bank Of Wisconsin Incorporated To Obtain and Act Upon Tissue Donor Referrals From The Medical Examiner's Office
- c. RES.24-45: Declaration of the Second Saturday in May as World Migratory Bird Day and Authorization for Ozaukee County to Apply to Retain its "Bird City Wisconsin" Recognition Status

9. COMMITTEE APPOINTMENTS/REAPPOINTMENTS

- a. Appointment of Human Services Director
- b. January 2025 Committee Appointments

10. COMMITTEE REPORTS AND SUPERVISOR ANNOUNCEMENTS

11. ADJOURNMENT

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk's Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.

Updated 1/10/2025 3:38 PM

Ozaukee County Board

AGENDA INFORMATION SHEET

AGENDA DATE:	January 15, 2025
DEPARTMENT:	County Clerk
DIRECTOR:	Kellie Kretlow
PREPARER:	Kellie Kretlow

Agenda Summary November 4 and December 4, 2024

November 4, 2024

https://www.ozaukeecounty.gov/AgendaCenter/ViewFile/Minutes/_11042024-3494

December 4, 2024

https://www.ozaukeecounty.gov/AgendaCenter/ViewFile/Minutes/_12042024-3513

OZAUKEE COUNTY BOARD

Ozaukee County Board**AGENDA INFORMATION SHEET**

AGENDA DATE:	January 15, 2025
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Jason Dzwinel

Agenda Summary County Administrator's Report January 2025

ATTACHMENTS:

- County Administrator's Report January 2025 (PDF)

OZAUKEE COUNTY BOARD



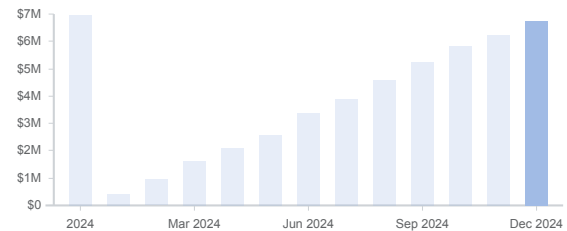
County Administrator's Report

January 15, 2025

FINANCE

- Authorized Finance Department to enter into a contract with County Mutual for Property Insurance Coverage
- Authorized County Clerk to enter into an agreement with CivicPlus for Agenda Management Software

Finance Committee



\$6,750,389.62

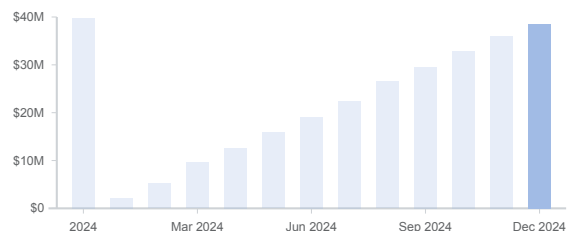
Expenses in Dec 2024

HEALTH & HUMAN SERVICES

- CBRF to Cedarburg Plan Commission on January 6
- Whooping Cough cases on the rise in Ozaukee

Health and Human Services Committee

Health and Human Services Committee

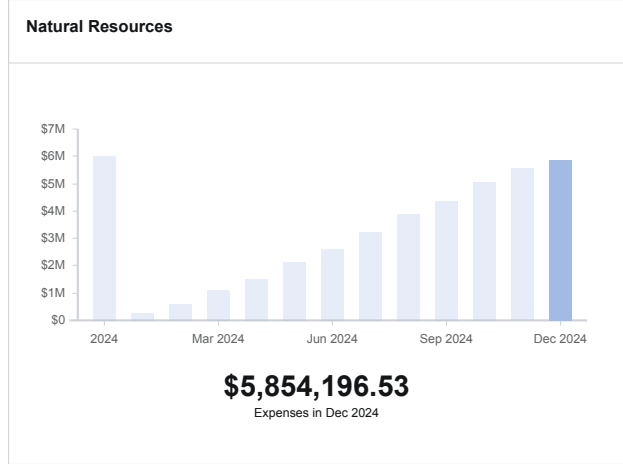


\$38,434,065.04

Expenses in Dec 2024

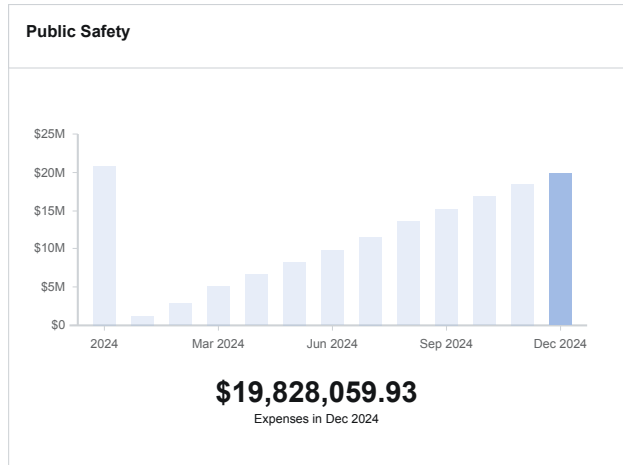
NATURAL RESOURCES

- Belgium Farms LLC land donation complete



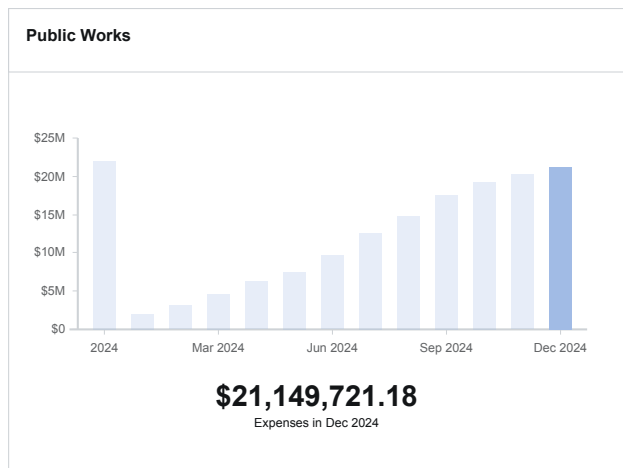
PUBLIC SAFETY

- Committee discussed creation of a second Co-Responder Team in partnership with City of Mequon Police Department



PUBLIC WORKS

- No December meeting





RESOLUTION NO. 24-43

INCREASE OF REVENUE - PLANNING AND PARKS 2024

RESOLVED, by the Ozaukee County Board of Supervisors, that the budgets be increased in the accounts as follows:

Dated at Port Washington, Wisconsin, this 15th day of January 2025.

Summary: 2024 Clean Families Soil Health Incentive Program - \$2,000. Wisconsin Department of Natural Resources Regular Urban Forestry Grant - \$25,000, National Fish and Wildlife - National Coastal Resilience Fund (NCFR) - \$250,000, WE Energies Foundation Grant - \$5,000

VOTE REQUIRED: Two-Thirds of Members Elect

12/20/24

Finance Committee APPROVED

RESULT: **APPROVED [UNANIMOUS]**

MOVER: E. Stelter, Chairperson

SECONDER: D. Clark, Supervisor District 5

AYES: T. Richart, D. Clark, E. Stelter

ABSENT: D. Larson

EXCUSED: J. Arnett

FINANCE COMMITTEE

Finance Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	January 15, 2025
DEPARTMENT:	County Clerk
DIRECTOR:	Kellie Kretlow
PREPARER:	Kellie Kretlow

Agenda Summary Increase of Revenue - Planning and Parks 2024

ATTACHMENTS:

- Planning and Parks (PDF)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: December 5, 2024
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Increase of Revenue Budget Amendment for a 2024 Clean Farm Families Soil Health Incentive Program Grant for Restoration at Clay Bluffs Cedar Gorge Nature Preserve (County Park)

BACKGROUND INFORMATION: The Ozaukee County - Planning and Parks Department (Department) was awarded a 2024 Clean Farm Families Soil Health Incentive Program grant to support restoration activities at Clay Bluffs Cedar Gorge Nature Preserve (County Park). Specifically, this grant is supporting rental of a tractor and seed drill and purchase of seed to stabilize the cropped and bare farm fields with annual rye, which is an eligible soil health practice under the grant program managed by the Ozaukee County Land & Water Management Department.

ANALYSIS: The 2024 Clean Farm Families Soil Health Incentive Program grant award is \$2,000. No matching funds are required.

FISCAL IMPACT: Balance Current Year: NONE (Additional Program Revenue \$2,000)

Next Year's Estimated Cost: NONE

FUNDING SOURCE: County Levy: Non-County Levy: X

Indicate source: 2024 Clean Families Soil Health Incentive Program Grant

RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the budget amendment for the 2024 Clean Farm Families Soil Health Incentive Program grant for restoration activities at Clay Bluffs Cedar Gorge Nature Preserve (County Park).

ATTACHMENTS:

- BA_2024_NRC12052024_L&W Soil Health Incentive_CBCGNP_ATSFinal112124 (PDF)
- Grant Application Summary_L&W Soil Health Incentive_CBCGNP_Cover Crop_ATSFinal112124 (PDF)
- P&P_Dept_CBCGNP Master Plan Map (PDF)

NATURAL RESOURCES COMMITTEE

RESULT: **APPROVED AND FORWARDED [UNANIMOUS]** **Next: 12/20/2024**
 8:00 AM

MOVER: B. Ross, Vice-Chairperson

SECONDER: B. Jobs, Supervisor District 3

AYES: R. Holyoke, B. Ross, B. Jobs

EXCUSED: T. Matera, K. Schoessow

GRANT APPLICATION SUMMARY

Project Name:	Soil Health Improvements at Clay Bluffs Cedar Gorge Nature Preserve		
Grant Name/Agency:	L&W Mgmt Dept. Clean Farm Families Incentive	CFDA/State ID:	
Department:	Planning and Parks		
Total Project Amount:	\$5,878	Grant Match Required:	

Exp Acct.
Rev Acct.

Preparer: Tina Kroening
Approver: Andrew Struck

Strategy:	(Linkages to other planning efforts)
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- Comprehensive Plan for Ozaukee County: 2035 (P. 318-326)
- POSP for Ozaukee County (P. 77-92, 111)
- Ozaukee County Strategic Plan 2020-2024 (P. 10)
- Park Master Plan for CBCGNP

Project Scope and Expectations

- Stabilize and improve soil health through cover crop seeding
- Preparation of the site for planned restoration (e.g. prairie, wetland)
- Reduce weeds and improve aesthetics during restoration

Other Grants Supporting Project

Status	Amount
	\$0
	\$0
	\$0
	\$0

Project Partners:

- Ozaukee County L&W Management Department

Project Landowner Upon Completion:

- Ozaukee County

Project Risks:

- Weather/site conditions
- Timelines

Comments

- Serve as match to other grants
- Continuation of park development and restoration effort

GRANT EXPENSE

Operational Expense	\$
Contract. (Tractor Rental)	\$1,152
Fuel	\$106
Supplies (Seed)	\$742
Capital Expense	\$
TOTAL	\$2,000
% PROJECT	34%

GRANT/PROJECT MATCH

Operational Match	\$
Supplies (Seed)	\$3,878
Other Grants	\$
TOTAL	\$3,878
% MATCH	66%

GRANT SUPPORTED STAFF

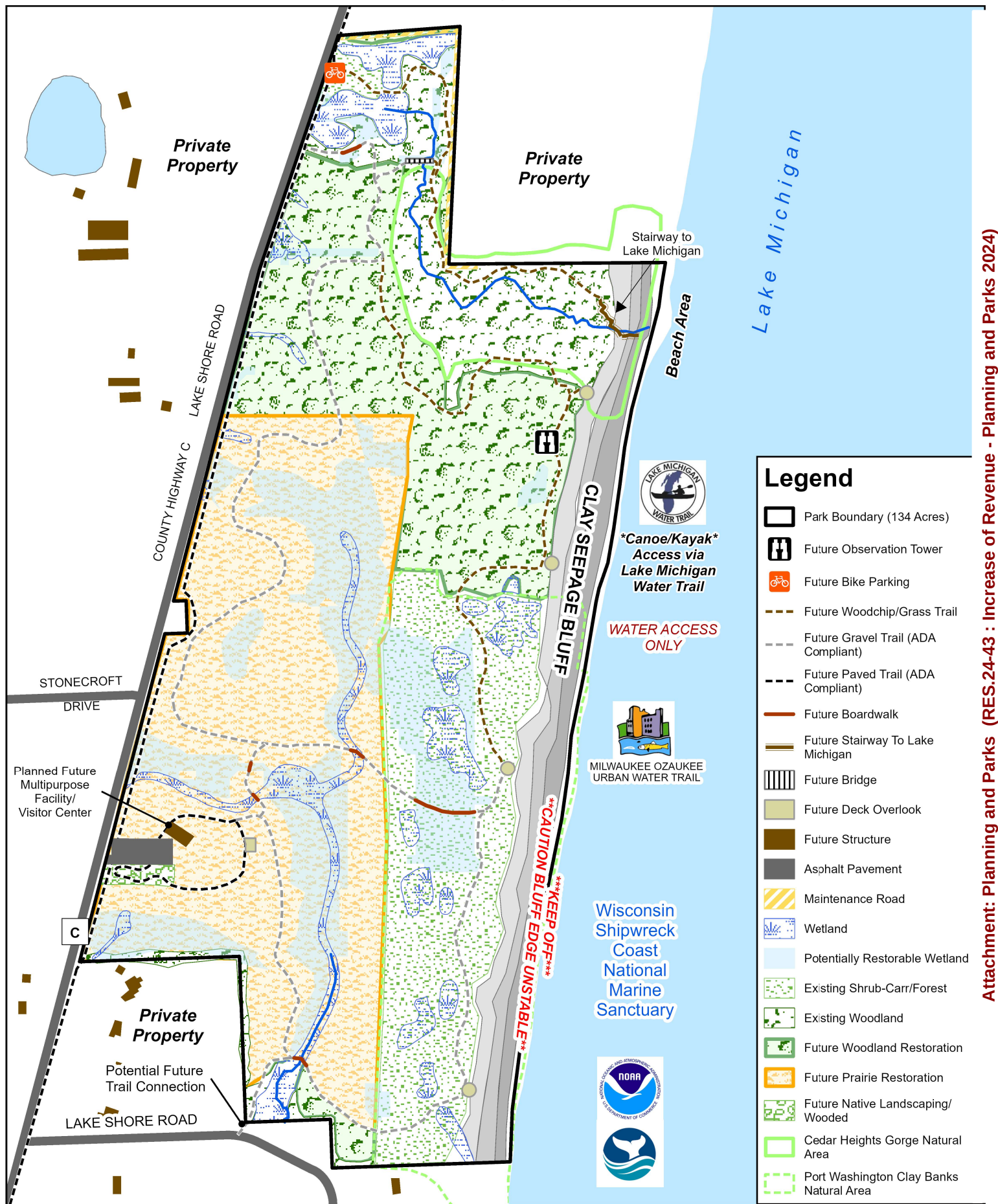
Positon	\$
TOTAL	\$0

DEPARTMENT REVENUES

Department	\$
Contract. (Tractor Rental)	\$1,152
Fuel	\$106
Supplies (Seed)	\$742
TOTAL	\$2,000

Major Milestones

Grant Award			Aug-24
Cover Crop Seeding			Sep-24
Duration:	1 month	Extension:	NA



Legend

- Park Boundary (134 Acres)
- Future Observation Tower
- Future Bike Parking
- Future Woodchip/Grass Trail
- Future Gravel Trail (ADA Compliant)
- Future Paved Trail (ADA Compliant)
- Future Boardwalk
- Future Stairway To Lake Michigan
- Future Bridge
- Future Deck Overlook
- Future Structure
- Asphalt Pavement
- Maintenance Road
- Wetland
- Potentially Restorable Wetland
- Existing Shrub-Carr/Forest
- Existing Woodland
- Future Woodland Restoration
- Future Prairie Restoration
- Future Native Landscaping/ Wooded
- Cedar Heights Gorge Natural Area
- Port Washington Clay Banks Natural Area

Attachment: Planning and Parks (RES.24-43 : Increase of Revenue - Planning and Parks 2024)



Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: December 5, 2024
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Increase of Revenue Budget Amendment for a Wisconsin Department of Natural Resources Regular Urban Forestry Grant for Forest Management Planning, Native Tree Planting and Inventory, Emerald Ash Borer Management and Education/Outreach Activities in Covered Bridge County Park, Mee-Kwon County Park, River Oaks County Park and Ulao Creek Nature Preserve (County Park)

BACKGROUND INFORMATION: The Ozaukee County - Planning and Parks Department (Department) was awarded a grant from the Wisconsin Department of Natural Resources (WDNR) Regular Urban Forestry (UF) Grant program to support forestry and ecological projects in Covered Bridge County Park in the Town of Cedarburg, Mee-Kwon County Park in the City of Mequon, River Oaks County Park in the Town of Grafton and Ulao Creek Nature Preserve in the Village of Grafton. This grant will fund improvements to the local ecology, aesthetics and native vegetation in recently acquired and developing parcels in these County Parks by removing ash trees impacted by emerald ash borer (EAB), planting and inventorying native trees, updating EAB/Forestry management plans and conducting education and outreach efforts to Ozaukee County residents to encourage native tree planting on private property. Specifically, this grant will provide funding for Department staff operations, contracting with conservation corps (e.g., AmeriCorps NCCC, Milwaukee Community Service Corps, Great Lakes Community Conservation Corps, Wisconsin Youth Conservation Corps) for assistance, purchase of native tree stock and education/outreach events and materials.

ANALYSIS: The total grant award is \$25,000. The Ozaukee County Natural Resources Committee unanimously approved the submittal and acceptance of this grant application at its August 8, 2024 meeting (Ayes: Holyoke, Ross, Jobs, Matera, Schoessow) and the Ozaukee County Board of Supervisors approved Resolution 24-19 at its September 4, 2024 meeting (Ayes - 24, Nays - 0, Absent - 2) for the submittal and acceptance of the WDNR UF grant. The grant requires a 50% local match, which will be provided by a pending We Energies Foundation Grant, additional pending private foundation funding, in-kind County staff time, mileage, supplies, equipment and contractual budget for a total project cost of \$50,000. There have been no changes to the project scope or budget since the grant submittal.

FISCAL IMPACT: Balance Current Year: NONE

Next Year's Estimated Cost: N/A (Additional Revenue of \$25,000)

FUNDING SOURCE: County Levy: X Non-County Levy: X

Indicate source: WDNR UF grant, We Energies Foundation grant, additional pending private foundation funding, and in-kind County staff time, mileage, supplies, equipment and

RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the budget amendment for the Wisconsin Department of Natural Resources Regular Urban Forestry Grant program grant for forest management planning, native tree planting and inventory, emerald ash borer management and education/outreach activities in Covered Bridge County Park, Mee-Kwon County Park, River Oaks County Park and Ulao Creek Nature Preserve (County Park).

ATTACHMENTS:

- BA_2024_NRC12052024_WDNRUF_NewParkParcels_ATSFinal112124 (PDF)
- 8.8.24 WDNR UF Grant Submittal_2024_Summary Spreadsheet (PDF)
- P&P_Dept_WDNRUF_ProjectLocations_Map (PDF)

NATURAL RESOURCES COMMITTEE

RESULT: **APPROVED AND FORWARDED [UNANIMOUS]** **Next: 12/20/2024**
 8:00 AM

MOVER: B. Ross, Vice-Chairperson

SECONDER: B. Jobs, Supervisor District 3

AYES: R. Holyoke, B. Ross, B. Jobs

EXCUSED: T. Matera, K. Schoessow

GRANT APPLICATION SUMMARY**Project Name:** Forest Management in the New Ozaukee County Park Parcels**Grant Name/Agency:** WDNR Urban Forestry**CFDA/State ID:****Department:** Planning and Parks**Total Project Amount:** \$50,000**Grant Match Required:****50%****Exp Acct.****Rev Acct.****Preparer:** Tina Kroening**Approver:** Andrew Struck**Strategy: (Linkages to other planning efforts)**

- Comprehensive Plan for Ozaukee County: 2035 (P. 318-326)
- POSP for Ozaukee County (P. 77-92, 111)
- Ozaukee County Strategic Plan 2020-2024 (P. 10)

Project Scope and Expectations

- EAB Mgmt, Native Tree Planting/Inventory and Education/Outreach
- Focus in Covered Bridge, Mee-Kwon, River Oaks County Parks and Ulao Creek Nature Preserv (County Park)

Other Grants Supporting Project

- Cedarburg Foundation
- We Energies Foundation

Status

Pending
Pending

Amount

\$6,500
\$5,000
\$0
\$0

Project Partners:

- Americorps NCCC, GLCCC, MCSC, WisCorps

Project Landowner Upon Completion:

- Ozaukee County

Project Risks:

- Weather/site conditions
- Contractor availability
- Timelines
- Volunteer Availability
- Tree stock/supply availability

Comments

- Serve as match to other grants

GRANT EXPENSE

Operational Expense	\$
Salaries/Fringe Benefits	\$17,819
Travel/Mileage	\$131
Supplies	\$250
Training/Workshops	\$300
Capital Expense	\$
Contractual (Cons. Corps)	\$6,500
TOTAL	\$25,000
% PROJECT	50%

GRANT/PROJECT MATCH

Operational Match	\$
Salaries/Fringe Benefits	\$10,816
Supplies	\$300
Equipment	\$2,384
Other Grants	\$
Cedarburg Foundation	\$6,500
We Energies Foundation	\$5,000
TOTAL	\$25,000
% MATCH	50%

GRANT SUPPORTED STAFF

Position	\$
Conservation Biologist	
Senior Planner	
Program Asst II - Eco	
Department Interns	
TOTAL	\$0

DEPARTMENT REVENUES

Department	\$
Salaries/Fringe Benefits	\$17,819
Travel/Mileage	\$131
Supplies	\$250
Contractual (Corps, Etc)	\$6,500
Training/Workshops	\$300
TOTAL	\$25,000

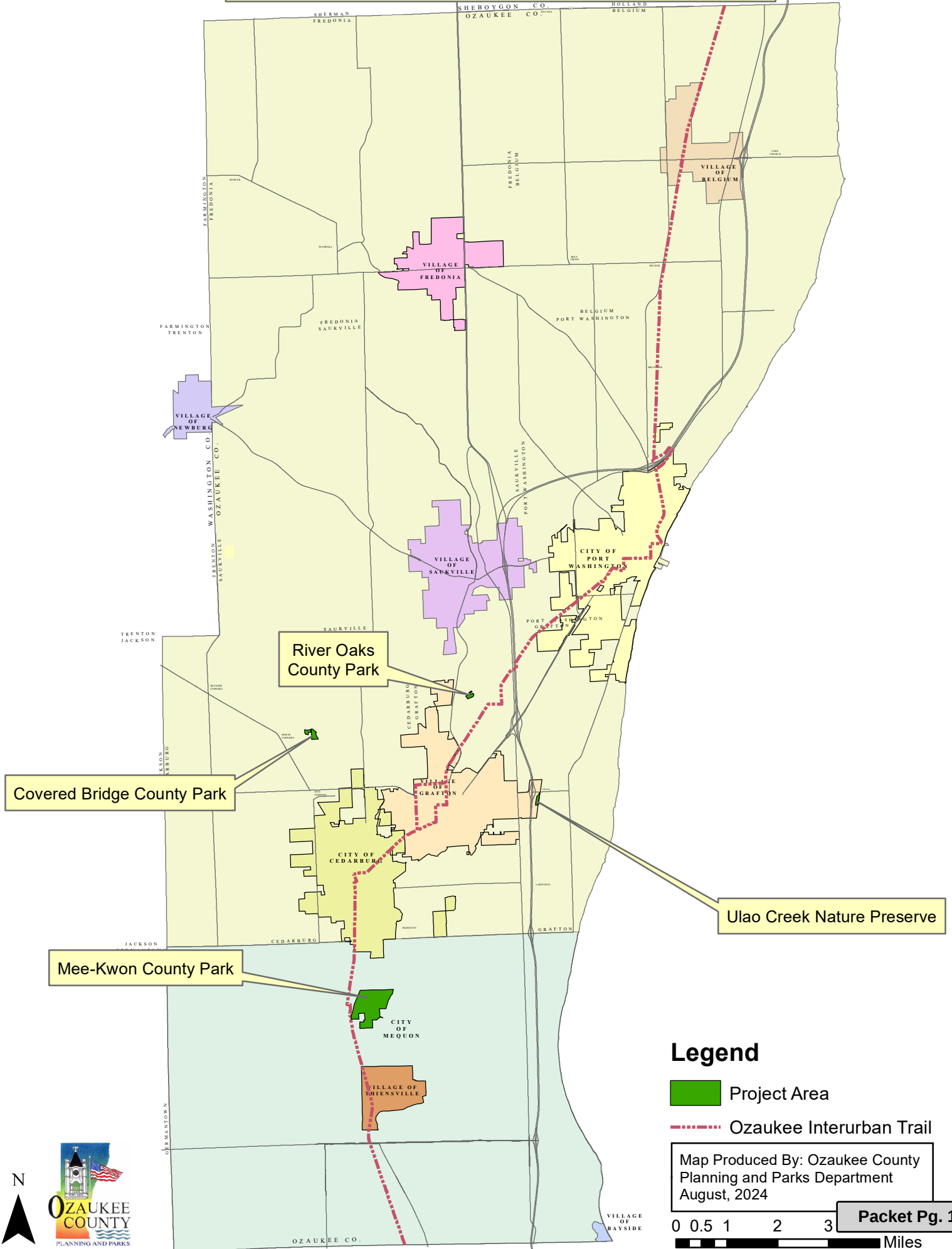
Major Milestones

Major Milestones		Date
Tree Planting / Inventory		Nov-25
Education/Outreach/Staff Training		Nov-25
EAB Management		Dec-25
Final Reporting		Mar-26
Duration:	1 Year	Extension: NA

2025 WDNR Urban Forestry Grant Project Areas

Forest Management in the Ozaukee County Park System

8.a.a



Attachment: Planning and Parks (RES.24-43 : Increase of Revenue - Planning and Parks 2024)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: December 5, 2024
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Increase of Revenue Budget Amendment for a National Fish and Wildlife Foundation National Coastal Resilience Fund Grant to Conduct Final Engineering and Design for Habitat Restoration of Lands Along County Highway Trunk W and the Milwaukee River in the Village of Saukville for Floodplain and Wetland Restoration (Milwaukee River Oxbow Connection) as Part of the County Highway Trunk W Road Reconstruction and Restoration Project

BACKGROUND INFORMATION: The Ozaukee County - Planning and Parks Department (Department) was awarded a grant from the National Fish and Wildlife Foundation (NFWF) National Coastal Resilience Fund (NCRF) to support a County-sponsored fish and wildlife habitat improvement project in conjunction with a road (CTH W) reconstruction and improvement project. Specifically, the Department is partnering with the Ozaukee County Highway Department to engineer and design a holistic, long-term solution to improve County Trunk Highway W (CTH W) and alleviate flooding of the active roadway in the Village of Saukville, while improving floodplain connectivity for aquatic organism passage into the riparian floodplains, wetlands and historic Milwaukee River oxbow. Engineering and design are ongoing for a new roadway that allows for floodplain reconnection and functional fish and wildlife habitat connectivity by allowing substantial floodwater to pass under the new roadway, while improving the road infrastructure and safety by reducing flood occurrence. NFWF NCRF funding will support final design and engineering and permitting of project plans with a focus on the floodplain and habitat reconnection, habitat restoration/enhancement and environmental monitoring.

ANALYSIS: The NFWF NCRF grant award is \$250,000. The Ozaukee County Natural Resources Committee unanimously approved the submittal and acceptance of this grant application at its August 8, 2024 meeting (Ayes: Holyoke, Ross, Jobs, Matera, Schoessow). A 1:1 match is required and the grant contract states that “this award is provided on the condition that these funds will be matched by \$1,920,000 in matching contributions raised by Ozaukee County, Wisconsin”. Matching funds will be provided by the secured WisDOT LRIP grant (\$250,000) and a pending Wisconsin Department of Natural Resources (WDNR) Stewardship grant for acquisition of adjacent parcels (\$75,000). The Department will also leverage a secured US Fish and Wildlife Service (USFWS) Great Lakes Restoration Initiative (GLRI) restoration grant (\$900,000), a secured USFWS GLRI grant (\$412,000), a portion of the secured WisDOT LRIP grant (\$550,000), a pending Milwaukee Metropolitan Sewerage District (MMSD) acquisition grant (\$75,000), and a portion of the pending WDNR Stewardship acquisition grant (\$50,000) for a total project cost of \$2,562,000. There have been no changes to the project scope since grant submittal. A USFWS GLRI grant (noted above) has been secured for the project since grant submittal and will replace pending USFS GLRI funding (\$20,000) and other pending funding if not secured, changing the total project cost to \$2,562,000 (from \$2,170,000).

FISCAL IMPACT: Balance Current Year: NONE

8.a.a

Next Year's Estimated Cost: NONE (Additional Program Revenue of \$250,000)

FUNDING SOURCE: County Levy: Non-County Levy: X

Indicate source: Awarded NFWF NCRF grant, WisDOT LRIP grant (secured), USFWS grant (secured), USFWS GLRI grant (secured), WDNR Stewardship grant (pending) and MMSD grant (pending).

RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the budget amendment for the National Fish and Wildlife Foundation National Coastal Resilience Fund to support reconnection of the Milwaukee River to historic floodplain, wetlands and oxbow as part of the CTH W road reconstruction and restoration project in the Village of Saukville.

ATTACHMENTS:

- BA_2024_NRC12052024_NFWFNCRF_CTH W E&D_ATSFinal112224 (PDF)
- 8.8.24 NFWF NCRF Grant Submittal_CTH W E&D_Grant Summary Spreadsheet (PDF)
- Milwaukee River Oxbow Master Plan Map 11.22.2024 (PDF)

NATURAL RESOURCES COMMITTEE

RESULT: **APPROVED AND FORWARDED [UNANIMOUS]** **Next: 12/20/2024 8:00 AM**

MOVER: B. Jobs, Supervisor District 3

SECONDER: B. Ross, Vice-Chairperson

AYES: R. Holyoke, B. Ross, B. Jobs

EXCUSED: T. Matera, K. Schoessow

Attachment: Planning and Parks (RES.24-43 : Increase of Revenue - Planning and Parks 2024)

GRANT APPLICATION SUMMARY

Project Name: Reconnecting the Milwaukee River to Historic Floodplain and Oxbow
Grant Name/Agency: NFWF NCRF **CFDA/State ID:**
Department: Planning & Parks
Total Project Amount: \$2,170,000 **Grant Match Required:** 50%

Exp Acct.
Rev Acct.

Preparer: Matt Aho
Approver: Andrew Struck

Strategy: (Linkages to other planning efforts)

- Regional Water Quality Management Plan Update (P. 271, 273, 276)
- POSP for Ozaukee County (P. 12, 15, 29, 38, 82, 84, 94, 99, 106-108, 115)
- Comprehensive Plan for Ozaukee County: 2035 (P.100, 101, 144, 271, 273, 276)
- Strategic Plan: Transportation System & Enhance Quality of Life Assets Goals (P. 9, 13)
- Ozaukee County Land and Water Resource Management Plan (P. 4, 7, 29, 36, 56, 70, 76)

Project Scope and Expectations

- Reconnect Milwaukee River to historic floodplain, wetlands and oxbow
- Alleviate flooding of CTH W, improve road infrastructure and safety
- Final design, engineering and permitting
- Improve and enhance riparian habitat and wetlands
- Increase fish and wildlife habitat - spawning area

Other Grants Supporting Project

	Status	Amount
▪ WisDOT LRIP	Secured	\$800,000
▪ USFWS GLRI	Secured	\$900,000
▪ WDNR Stewardship	Pending	\$125,000
▪ USFS, MMSD	Pending	\$95,000

Project Partners:

- NFWF NCRF, USFWS, USFS
- WisDOT, WDNR
- MMSD
- Private Landowners

Project Landowner Upon Completion:

- Ozaukee County

GRANT EXPENSE	
Operational Expense	\$
Personnel & FB	\$75,000
Travel	\$500
Supplies	\$1,000
Contractual (E&D)	\$173,500
Capital Expense	\$
TOTAL	\$250,000
% PROJECT	12%

GRANT/PROJECT MATCH	
Operational Match	\$
Other Grants	\$
WisDOT LRIP	\$800,000
USFWS GLRI	\$900,000
WDNR Stewardship	\$125,000
USFS, MMSD	\$95,000
TOTAL	\$1,920,000
% MATCH	88%

GRANT SUPPORTED STAFF	
Position	\$
Director	
Program Manager	
Conservation Biologists	
Admin Assist/Nat Res	
Natural Resource Tech	
TOTAL	\$0

DEPARTMENT REVENUES	
Department	\$
Personnel & FB	\$75,000
Travel	\$500
Supplies	\$1,000
TOTAL	\$76,500

Project Risks:

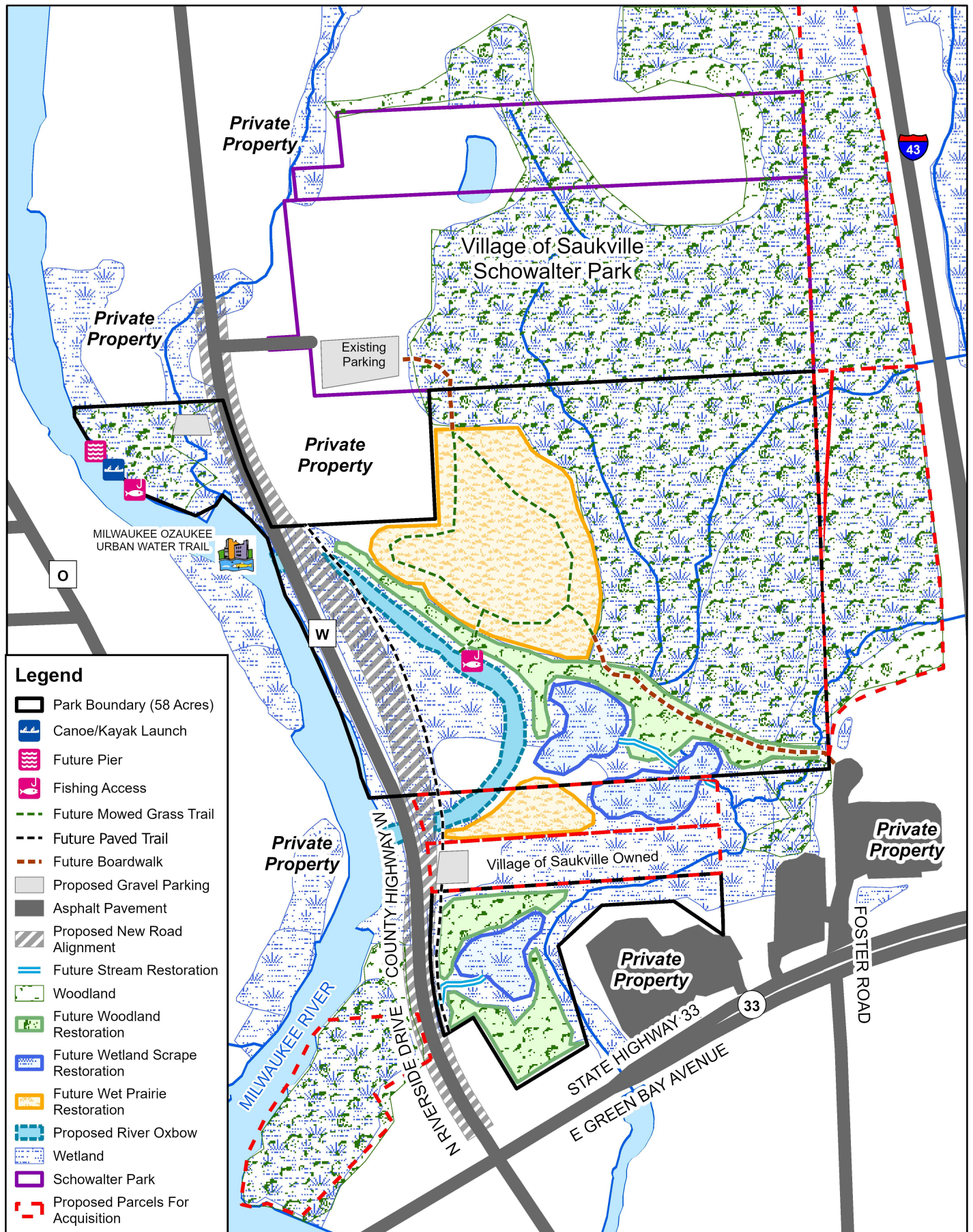
- Landowner coordination
- Timelines
- Land acquisition appraisal and negotiations

Comments

- Joint project with Highway Department
- Serve as match for other grants
- Overall project costs ~ \$2,170,000

Major Milestones

Major Milestones		Date
Award Notification		Dec-24
Project Start		Jan-25
Final Plans, Permitting		Nov-26
Final Reporting		Dec-26
Duration:	2 Years	Extension: NA



Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: December 5, 2024
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Increase of Revenue Budget Amendment for a We Energies Foundation Grant for Public Access and Habitat Improvements at Ulao Creek Nature Preserve County Park

BACKGROUND INFORMATION: The Ozaukee County Planning and Parks Department (Department) was awarded a grant from the We Energies Foundation (WEF) to improve public access and the local ecology within Ulao Creek Nature Preserve County Park (Preserve). Specifically, this grant will support invasive species management, trail development, and construction of a small parking lot at the Preserve. The Department has been improving the property through stream restoration, native tree and shrub planting and invasive species management and recently completed a master plan for the property that includes a formal trail system and parking area. While the Department has been managing invasive species in the Preserve for several years, additional and follow-up maintenance is critical to protect prior efforts and mitigate the spread of invasive species spreading from neighboring properties and the HWY 43 corridor. Additionally, the invasive emerald ash borer beetle has killed a significant number of native ash trees, the dominant tree species in the Preserve, and management efforts are necessary to remove hazardous trees within future trail corridors. Invasive species management will be followed by additional native tree and shrub planting (under separate project funding) as part of a comprehensive effort to further restore the ecology in the Ozaukee County Park System. The undeveloped parcel currently has no formal public access and this grant will also support trail construction and development of a parking lot in conjunction with invasive species management to improve recreational opportunities. WEF grant funds will be used to fund County staff operations, contracting with private contractors, the Highway Department and/or a conservation corps (e.g., AmeriCorps NCCC, Milwaukee Community Service Corps and Wisconsin Youth Conservation Corps), supply purchases (herbicide, chainsaw parts) and travel.

ANALYSIS: The total grant award is \$5,000. The Ozaukee County Natural Resources Committee unanimously approved the submittal and acceptance of this grant application at its September 5, 2024 meeting (Ayes: Holyoke, Jobs, Matera, Schoessow). No formal match is required, though the Department will leverage in-kind County staff time and equipment (woodchipper) for a total project cost of \$7,000.

FISCAL IMPACT:

Balance Current Year: NONE (Additional Program Revenue \$5,000).

Next Year's Cost: NONE

FUNDING SOURCE:

County Levy _____ Non-County Levy X Indicate source: Awarded WEF grant and in-kind County staff time.

8.a.a

RECOMMENDATION: Approve and recommend to the Ozaukee County Board of Supervisors the budget amendment for the We Energies Foundation grant for public access and habitat improvements at Ulao Creek Nature Preserve County Park.

ATTACHMENTS:

- BA_2024_NRC12052024_WEF_UCNP Improvements_ATSFinal112224 (PDF)
- 9.5.24 WEF UCNP Improvements Grant Application Summary (PDF)
- P&P_Dept_UlaoCreekNaturePreserve_MasterPlanMap (PDF)

NATURAL RESOURCES COMMITTEE

RESULT: **APPROVED AND FORWARDED [UNANIMOUS]** **Next: 12/20/2024 8:00 AM**

MOVER: B. Ross, Vice-Chairperson

SECONDER: B. Jobs, Supervisor District 3

AYES: R. Holyoke, B. Ross, B. Jobs

EXCUSED: T. Matera, K. Schoessow

Attachment: Planning and Parks (RES.24-43 : Increase of Revenue - Planning and Parks 2024)

GRANT APPLICATION SUMMARY

Project Name: Public Access and Ecological Improvements at Ulao Creek Nature Preserve
Grant Name/Agency: We Energies Foundation **CFDA/State ID:**
Department: Planning & Parks
Total Project Amount: \$7,000 **Grant Match Required:** 0%

Exp Acct.
Rev Acct.

Preparer: Tina Kroening
Approver: Andrew Struck

Strategy: (Linkages to other planning efforts)

- Great Lakes Restoration Action Plan III (P. 3, 9-14)
- POSP for Ozaukee County (P. 77-92, 111)
- Comprehensive Plan for Ozaukee County: 2035 (P. 287-288)
- Ozaukee County Land and Water Resource Management Plan (P. 4, 53, 57)

Project Scope and Expectations

- Trail and parking lot development at Ulao Creek Nature Preserve
- Invasive species management at Ulao Creek Nature Presere
- Up to 7 acres actively managed for invasive species
- Part of comprehensive restoration efforts (e.g. native tree planting, stream restoration)

Other Grants Supporting Project

Status	Amount
	\$0
	\$0
	\$0
	\$0

Project Partners:

- Americorps NCCC, GLCCC, MCSC, WisCorps

Project Landowner Upon Completion:

- Ozaukee County

GRANT EXPENSE		GRANT/PROJECT MATCH	
Operational Expense		Operational Match	\$
Contractual (Corps/Equip)	\$4,330	Salaries/Fringe Benefits	\$2,000
Travel	\$170		
Capital Expense	\$	Other Grants	\$
Supplies	\$500		
TOTAL	\$5,000	TOTAL	\$2,000
% PROJECT	71%	% MATCH	29%

GRANT SUPPORTED STAFF		DEPARTMENT REVENUES	
Positon	\$	Department	\$
		Contractual (Corps/Equip)	\$4,330
		Supplies	\$500
		Travel	\$170
TOTAL	\$0	TOTAL	\$5,000

Project Risks:

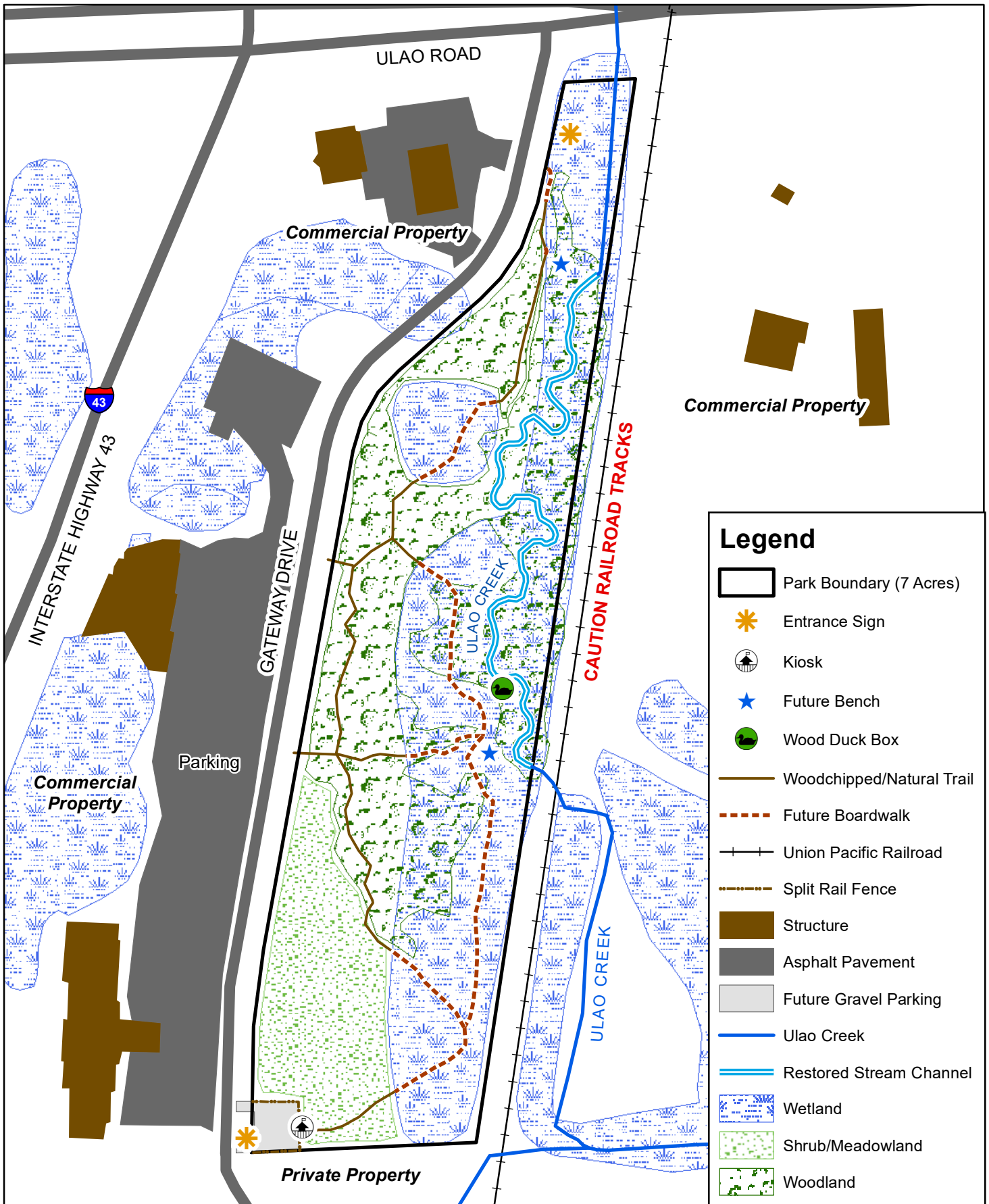
- Weather/site conditions
- Contractor availability
- Timelines

Comments

- Currently no formal public access at the Preserve
- Critical follow-up to recent past control efforts
- Serve as non-federal match for other grants

Major Milestones

Major Milestones		Date	
Award Notification		Dec-24	
Invasive Species Control		Dec-25	
Trail and Parking Lot Development		Dec-25	
Duration:	1 Year	Extension:	NA



Legend

- Park Boundary (7 Acres)
- Entrance Sign
- Kiosk
- Future Bench
- Wood Duck Box
- Woodchipped/Natural Trail
- Future Boardwalk
- Union Pacific Railroad
- Split Rail Fence
- Structure
- Asphalt Pavement
- Future Gravel Parking
- Ulaio Creek
- Restored Stream Channel
- Wetland
- Shrub/Meadowland
- Woodland

Attachment: Planning and Parks (RES.24-43 : Increase of Revenue - Planning and Parks 2024)



RESOLUTION NO. 24-44

APPROVAL OF AGREEMENT WITH VERSITI WISCONSIN INCORPORATED AND
LIONS EYE BANK OF WISCONSIN INCORPORATED TO OBTAIN AND ACT UPON
TISSUE DONOR REFERRALS FROM THE MEDICAL EXAMINER'S OFFICE

WHEREAS, Section 157.06(24m), Wisconsin Statutes authorizes the Medical Examiner to enter into a written, general referral agreement with one or more tissue banks to which the Medical Examiner shall refer decedents for potential donation of tissue; and

WHEREAS, the Medical Examiner's office received proposals from qualified tissue banks to obtain and act upon County tissue donor referrals; and

WHEREAS, the Medical Examiner has determined that Versiti Wisconsin Inc. was the best qualified for tissue donation referrals; and

WHEREAS, the Medical Examiner has determined that Lions Eye Bank of Wisconsin Inc. was the best qualified for corneal or other ocular donation referrals; and

WHEREAS, the Corporation Counsel has reviewed and approved the referral agreements pursuant to Section 157.06(24m)(b)2.a., Wisconsin Statutes; and

WHEREAS, pursuant to Section 157.06(24m)(b)2.b., Wisconsin Statutes, the agreement is subject to review and approval of the County Board.

NOW, THEREFORE, BE IT RESOLVED, by the Ozaukee County Board of Supervisors that the agreements with Versiti Wisconsin Inc. and Lions Eye Bank of Wisconsin Inc. to obtain and act upon tissue donor referrals from the Medical Examiner's office is approved.

FURTHER RESOLVED, that the Ozaukee County Medical Examiner, or designee, is authorized to execute with Versiti Wisconsin Inc. and Lions Eye Bank of Wisconsin Inc. referral agreements and any other documents to effectuate their intent.

Dated at Port Washington, Wisconsin, this 15th day of January 2025.

SUMMARY: Authorizing Medical Examiner tissue referral agreements.

VOTE REQUIRED: Majority

OZAUKEE COUNTY BOARD

Ozaukee County Board
AGENDA INFORMATION SHEET

AGENDA DATE:	January 15, 2025
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Jason Dzwinel

Agenda Summary Approval of Agreement With Versiti Wisconsin Incorporated and Lions Eye Bank Of Wisconsin Incorporated To Obtain and Act Upon Tissue Donor Referrals From The Medical Examiner's Office

BACKGROUND INFORMATION: On December 10, 2024 the Public Safety Committee authorized the Medical Examiner to enter into agreements with Versiti Wisconsin Inc. and Lions Eye Bank Inc. for referrals for tissue and eye donations from the Ozaukee County Medical Examiner's Office. Section 157.06(24m)(b)2.b., Wisconsin Statutes, requires the review and approval of the County Board for tissue donation referrals.

ANALYSIS: County is statutorily obligated, but also desires, to assist these organizations in the facilitation of the recovery of human donated tissue in accordance with the expectations of the community. These agreements codify the requirements for referrals.

FISCAL IMPACT: The Versiti Wisconsin Inc. agreement compensates the Medical Examiners Office for facilitating tissue donations.

RECOMMENDED MOTION: Staff respectfully requests that the County Board approve the resolution authorizing the Medical Examiner to enter into agreements with Versiti Wisconsin Inc. and Lions Eye Bank Inc. for referrals for tissue and eye donations from the Ozaukee County Medical Examiner's Office.

ATTACHMENTS:

- Versti Contract (PDF)
- Lions Eye Contract (PDF)

Tissue Donor Recovery and Referral Agreement



This **Tissue Donor Recovery and Referral Agreement** (the “Agreement”) is made as of this 1st day of January, 2025 (the “Effective Date”) by and between **Versiti Wisconsin, Inc.**, (“Versiti”), and **Ozaukee County**, on behalf of itself and Medical Examiner/Coroner Office. Versiti and Medical Examiner/Coroner/County (collectively, “County”) are referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

Versiti, a Wisconsin non-stock corporation, as a part of its charitable mission, provides tissue donation, procurement, and preservation services in order to facilitate anatomical gifts from tissue donors;

County is statutorily obligated, but also desires, to assist Versiti in the facilitation of the recovery of human donated tissue in accordance with the expectations of the community.

In recognizing the need for and the benefits of tissue donation, Versiti and the County, would like to work together to make tissue donation, recovery and transplantation services available to the community served by Versiti and County.

In consideration of the above, the Parties agree as follows:

1. OBLIGATIONS OF VERSITI

1.1 Tissue Donation and Procurement Services. Versiti hereby agrees to provide twenty-four-hour-per-day/seven-day-per-week availability of trained, qualified staff by telephone and in-person as applicable, to assist with proper evaluation and facilitation of every potential tissue donor referred by County. Qualified personnel shall, in cooperation and collaboration with County staff:

1.1.1 Evaluate potential donors to determine medical, social, and legal eligibility for tissue donation;

1.1.2 Determine whether the deceased individual has documented his or her preferences with respect to tissue donation in a manner that satisfies applicable state law requirements (“Record of Gift”);

1.1.3 Identify persons who are authorized to make an anatomical gift on behalf of the deceased individual in accordance with applicable laws and regulations (“Authorized Persons”);

1.1.4 Inform Authorized Persons of the Record of Gift (if any) and available options for making an anatomical gift on the deceased individual’s behalf, in a manner that complies with applicable laws and regulations, is respectful of the preferences documented or specified by the potential donor in the Record of Gift (if any), and is sensitive to the circumstances, views, and beliefs of Authorized Persons and other interested parties (including family members, the medical

examiner or coroner, hospital and hospital staff, and law enforcement and funeral home personnel);

1.1.5 Obtain and document authorization for donation;

1.1.6 Coordinate and schedule surgical tissue recovery as needed;

1.1.7 If a facility is not available for recovery, transport the donor to a designated tissue recovery site, or coordinate with a funeral home or other third party to perform transportation services ("Transport Personnel");

1.1.8 For tissue recovery, provide staff, equipment and supplies as needed;

1.1.9 Procure and preserve medically suitable tissues from donors;

1.1.10 Reconstruct the donor to restore anatomical configuration, as applicable;

1.1.11 Notify designated County staff of the completion of the tissue recovery;

1.1.12 Transport recovered tissues;

1.1.13 Provide documentation of the tissues recovered for filing in the donor's County record;

1.1.14 Clean the recovery area as appropriate;

1.1.15 Provide a comprehensive Donor Family/Bereavement follow-up program for donor families, as applicable;

1.1.16 Provide follow-up with County staff, to address questions and concerns raised by County staff;

1.1.17 Upon request, and as mutually agreed, provide training to County's personnel as deemed appropriate to meet the mutual education goals of Versiti and County regarding human tissue donation;

1.1.18 Provide a cardiac pathology report at no cost to County, on tissue donors from which the heart or heart valves has been recovered; and

1.1.19 Provide access to Versiti registration, accreditation and any donor records applicable to the needs of death investigation if available.

1.2 Personnel.

1.2.1 Medical Director. A Wisconsin-licensed physician shall serve as the medical director of Versiti tissue bank and shall be responsible for the implementation of protocols for donor evaluation and management and tissue recovery.

1.2.2 Other Staff. Versiti will designate a coordinator(s) to serve as liaison(s) to County. The Versiti liaison will be available to assist in tissue procurement policy and procedure development, review, and implementation. Upon request by County, the liaison will also provide on-going professional in-service education as it relates to aspects of tissue donation and transplantation.

1.3 Accreditation. Versiti will maintain its accreditation status with The American Association of Tissue Banks (“AATB”) and will provide documentation of such accreditation as requested by County.

1.4 Compliance with County Policies and Procedures. Versiti will comply with all County administrative, medical, staff and other policies, as provided to Versiti in advance and in writing, as may be amended from time to time, and will work cooperatively with County’s staff at all times.

2. COUNTY RESPONSIBILITIES

2.1 County Policies and Procedures. County shall establish and maintain written policies, procedures or protocols as necessary to promote an appropriate and consistent tissue donation program designed to maximize tissue donations as legally permitted and medically appropriate. The County shall:

2.1.1 Designate Versiti as a receiver of human donor tissue on a non-exclusive basis as needed.

2.1.2 Provide timely notification to Versiti of decedents under the jurisdiction of the County to meet the Donor Eligibility Criteria and other requirements for quality control and assurance, as provided from time to time, by Versiti.

2.1.3 Upon request, provide relevant medical records for determination of donor suitability. This may include investigation report, autopsy report, toxicology report and Summary of Gross Autopsy (SOGA).

2.1.4 As needed, provide assistance with obtaining blood samples for determining donor suitability as described by Donor Eligibility Criteria, as provided by Versiti.

2.1.5 By mutual agreement provide a monthly or quarterly invoice for reimbursement of expenses as outlined in Tissue Recovery Fees (Exhibit A).

2.1.6 Honor all Record of Gift tissue donations regardless of third-party opposition, unless precluded by law.

2.2 Billing. County will not bill tissue donors (or their families or third-party payors) for services provided for the purpose of facilitating tissue donation, procurement or transplantation.

2.3 Access to Facilities. County shall provide Versiti with access to the County’s recovery facilities, including, but not limited to, the County’s morgue facilities (if the County has such facilities) as necessary for Versiti to meet its obligations hereunder and to recover tissue.

3. TERM AND TERMINATION

3.1 Term. This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year (the “Initial Term”). After the Initial Term, this Agreement shall automatically renew for subsequent one (1) year terms. The renewal of this Agreement does not automatically trigger an increase in fees.

3.2 Termination. After the Initial Term, either Party may terminate this Agreement upon ninety (90) days prior written notice to the other Party, subject to any necessary state or federal approvals. Versiti may terminate this Agreement upon written notice in the event that Versiti legal counsel reasonably concludes that this Agreement is inconsistent with applicable law or may adversely affect Versiti’s tax-exempt status.

4. REIMBURSEMENT

4.1 Tissue Recovery. Versiti will reimburse County for the reservation and use of a room at the County for recovery of tissue and to perform its other services hereunder in the amounts set forth on Exhibit A for each tissue recovery performed at County facilities (the “Tissue Recovery Fee”). Other fees as specified in Exhibit A shall also apply as defined in such Exhibit A.

4.2 Reimbursement. The fees herein are intended to reimburse County for the actual and reasonable costs of administrative services, equipment, and facilities provided by County in the tissue recovery process. County will invoice Versiti either monthly or quarterly for the costs incurred during the previous month/quarter. Versiti shall pay County’s invoice within thirty (30) calendar days of Versiti’s receipt of an accurate invoice. Invoices submitted to Versiti shall provide sufficient detail and shall be in a format acceptable to Versiti. To be payable, invoices must be submitted to Versiti within six (6) months of the date of service.

5. COMPLIANCE WITH LAWS, REGULATIONS, AND STANDARDS.

Both Parties and their employees, agents and other personnel, will comply with all applicable federal and state laws and regulations, and accreditation standards, including, but not limited to, Food and Drug Administration (“FDA”) regulations, AATB accreditation standards, and OPTN rules and requirements. In addition, Versiti shall also ensure compliance with Occupation Safety and Health Administration (“OSHA”) regulations and standards applicable to Versiti employees assigned to provide services under this Agreement in County facilities. Versiti acknowledges its responsibility for screening, training and vaccinating all of its employees performing services under this Agreement

6. CONFIDENTIALITY

6.1 Access to Records. The Parties understand and agree that under the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (“HIPAA”), the County may disclose protected health information (“PHI”) to Versiti and other entities engaged in the procurement, banking, or transplantation of cadaveric organs, eyes, or tissue for donation or transplantation without the express written authorization of the affected individual or the need for a business associate agreement, if: (1) such information is disclosed to Versiti for the purpose of facilitating such donation or

transplantation; or (2) such disclosure is required under any federal or state law or regulation (e.g., to ensure Versiti remains in compliance with its statistical reporting obligations). County shall provide Versiti with access to necessary PHI (including County's death records) for such purposes in accordance with County policies. In the event Versiti seeks PHI for purposes other than those described above, such disclosures shall only be made in accordance with applicable federal and state statutes and regulations, and County policies. County will provide Versiti staff with access to electronic PHI. Versiti and Versiti staff agree to comply with County policies and procedures related to such access and will sign reasonably requested documentation in support of such access.

6.2 Confidentiality. The Parties hereto agree that each will maintain the confidentiality of all information obtained during the evaluation, procurement, banking, and transplantation process in accordance with all applicable federal and state statutes and regulations.

7. INSURANCE

During the term of this Agreement and for a period of five (5) years following termination, the Parties shall: (i) maintain general liability, commercial, and professional liability insurance coverage in customary amounts designed to meet statutory requirements (if any) and its obligations under this Agreement; and (ii) Versiti shall provide a certificate of insurance to County and notify County 30 days in advance of any cancellation of coverage.

8. NO EXCLUSION

Versiti and County each represent and warrant that such Party and its agents, employees, or any substitutes thereof providing services under this Agreement are not: (1) currently excluded, debarred or otherwise ineligible to participate in any federal or state funded health care program ("Health Care Program"); (2) convicted of a criminal offense related to the provision of healthcare items or services, but has not yet been excluded, debarred, or otherwise declared ineligible to participate in any Health Care Program; or (3) under investigation or otherwise aware of any circumstances that may result in such Party's (or Party's agents, employees, or any substitutes providing services under this Agreement) being excluded from participation in any Health Care Program. This shall be an ongoing representation and warranty during the term of this Agreement, and the Parties hereto shall promptly notify the other of any change in the status of the representation and warranty set forth in this section.

9. MISCELLANEOUS

9.1 Amendment. Any change to this Agreement must be in writing and signed by both Parties.

9.2 Assignment. Neither this Agreement nor any obligation to be performed under this Agreement may be assigned by either Party without the prior written consent of the other Party; except, that either Party may assign this Agreement in connection with a reorganization, merger, or sale of all or substantially all of its business or assets, or at any time for any reason or no reason, to an entity controlled by or under common control with the respective Party.

9.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument. Signature transmitted via pdf or facsimile shall be deemed valid.

9.4 Entire Agreement. This Agreement, together with all exhibits and appendices hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior documents, representations and understandings of the Parties that may relate to the subject matter of this Agreement. In particular, prior agreements between the Parties or their predecessors will no longer have any effect, as they are replaced in full by this Agreement. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties relating to the subject matter of this Agreement, other than those set forth herein.

9.5 Force Majeure. Neither Party will be liable for failure to perform any of its respective obligations under this Agreement, other than the payment of fees, if such failure is caused by an event outside its reasonable control, including but not limited to, an act of God, war, an act of terrorism, fire, or natural disaster.

9.6 Governing Law and Venue. This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin, without regard to its conflict of laws provisions. Both Parties waive trial by jury in any action hereunder. The Parties to this Agreement jointly participated in the negotiation and preparation of this contract; ambiguities (if any) shall not be attributed to either Party. Venue of any action filed related to the enforcement of this Agreement shall be in a court located in Southeastern Wisconsin.

9.7 Third-Party Beneficiaries. None of the provisions contained in this Agreement shall be deemed to confer any benefit on any person not a party to this Agreement.

9.8 Independent Contractors. In the performance of this Agreement, it is mutually understood and agreed that the Parties hereto are at all times acting and performing as independent contractors with, and not as an employee, joint venturer or lessee of the other Party.

9.9 Nondiscrimination. In addition to any other requirement of law, with respect to the activities hereunder, the Parties hereto shall not discriminate in violation of applicable law against any employee, applicant for employment or referral candidate because of race, color, national origin, age, sex, or handicap in its performance of the Agreement.

9.10 Severability. If any provision(s) of this Agreement should be illegal or unenforceable in any respect, the legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected.

9.11 Survival. The covenants and obligations herein which by their terms require performance after the expiration or termination of this Agreement and any other provision that the Parties reasonably contemplate remaining in effect after expiration or termination of this Agreement, including without limitation those set forth in Sections 5 (Compliance with Laws, Regulations and Standards), 6 (Confidentiality), 7 (Insurance) and 9 (Miscellaneous), shall survive the termination or expiration of this Agreement and shall be binding and enforceable until fully satisfied in accordance with their terms.

9.12 Use of Names. Except as otherwise permitted in this Agreement, neither Party shall make (or have made on its behalf) any oral or written release of any statement, information, advertisement or publicity in connection with this Agreement which uses the other Party's name, symbols, or trademarks without the other Party's prior written approval.

9.13 Waiver. Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

9.14 Notices. Any notice, demand, request, consent, approval or other communication required or permitted hereunder to be served on or given to either Party hereto by the other Party shall be in writing and shall be deemed to have been served or given on the date of delivery if delivered in person to the Party named below, or if delivered by certified or registered mail, postage prepaid, return receipt requested, or other reputable delivery service such as Federal Express, upon the date indicated on the return receipt if addressed as follows (or at such other address, and to the attention of such other person, as either Party may designate in writing from time to time):

If to Versiti:

Versiti Wisconsin, Inc.
638 North 18th Street
Milwaukee, WI 53201-2178
Attn: Vice President Organ and Tissue

If to County:

Ozaukee County
10740 N. Cedarburg Rd.
Mequon WI 53092
Attn: Whitney Feiertag, CME

With a copy to:

Versiti Wisconsin, Inc.
638 North 18th Street
Milwaukee, WI 53201-2178
Attn: Legal Counsel

9.15 To the extent that this provision is required by Wis. Stat. § 134.49: As provided in Section 3, after the Initial Term, this Agreement shall automatically renew for subsequent one (1) year terms. The renewal of this Agreement does not automatically trigger an increase in fees. To decline renewal, either Party may terminate this Agreement as provided in Section 3.

➡ **Initial here:** ____ Versiti County

Signatures appear on the following page.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, effective as of the date first written above.

Versiti Wisconsin, Inc.

Ozaukee County WI

X _____

X _____

Print Name

Print Name

Title

Title

Date

Date

Attachment: Versiti Contract (RES.24-44 : Approval Of Agreement With ME For Tissue Donation)

Exhibit A

For each tissue recovery performed at County, VERSITI will reimburse County for the reservation and use of an acceptable recovery space at and of the County in amount of the Five Hundred and 00/100 Dollars (\$500.00).

Reimbursement to County for costs associated with service related to a tissue recovery performed with respect to a donor in County custody in the amount of three hundred dollars (\$300) for administrative fees and donor preparation.

In addition, up to three hundred dollars (\$300) will be paid for transportation services solely for the purpose of tissue recovery for round trip transport services, per donor. If the body is being transported to another location for the purpose of a county ordered autopsy **and tissue recovery**, up to one hundred and fifty dollars (\$150) will be paid to assist in the cost of that transport. On occasion, if Versiti and the County agree, Versiti may dispatch a transport agency to provide expedited transport when time is critical for successful tissue recovery. This transportation will be provided at no cost to the family or county and the body of the decedent will be returned to the County following tissue recovery.

Reimbursement to County for costs associated with service in the amount of up to one hundred and fifty dollars (\$150) for timely return of requested records. These records include Investigative report, toxicology report (if done) and autopsy report. Timely will be defined as the following:

1. **Investigative report:** within 60 days of a death investigation not requiring autopsy or toxicology. If a toxicology or autopsy report is needed to complete the Investigative report, the Investigative report will be considered timely if received within 21 days of receiving the toxicology report from the lab or autopsy report from the Pathologist which ever being greatest.
2. **Toxicology report:** Within 7 days of receipt from the lab.
3. **Autopsy report:** Within 7 days of receipt from the Pathologist.

Reimbursements will be made upon receipt of all requested records within the time frame defined in Exhibit A and the requirements for invoices specified in the Agreement.

Reimbursements pertain to Coroner/Medical Examiner referrals of tissue donors in County custody only. Hospital referrals that fall under the jurisdiction of the Coroner/Medical Examiner do not qualify for the administrative fee. However, at Versiti's sole discretion, Versiti may, on a case-by-case basis, reimburse for actual costs associated with hospital referrals that end in a donation of tissue up to a maximum of \$300.



Lions Eye Bank of Wisconsin
 5003 Tradewinds Parkway
 Madison, WI 53718
 Phone: 877.233.2354
 Fax: 608.498.4831

Eye Donation Service Agreement

This AGREEMENT is made and entered into this 4th day of October, 2024, by and between Ozaukee County, a municipal corporation with its principal offices at 1201 South Spring Street, Port Washington, WI 53074 hereinafter referred to as the "COUNTY", and Lions Eye Bank of Wisconsin Inc. with offices at 5003 Tradewinds Parkway, Madison, WI 53718 hereinafter referred to as a "LEBW".

WHEREAS LEBW is a full-service eye bank, accredited through the Eye Bank Association of America, represents itself as being capable, experienced and qualified to undertake and perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this AGREEMENT; and

WHEREAS the COUNTY hereby agrees to enter into a service agreement with LEBW to perform corneal and ocular tissue recovery for the benefit of the community it serves, in accordance with the terms and conditions of this AGREEMENT.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Purpose of Agreement:** The purpose of this agreement is to define the provision of services, terms and conditions under which referrals will be distributed to LEBW from Ozaukee County Medical Examiner's Office and LEBW will be allowed to procure corneal or other ocular tissue, utilize the Ozaukee County Medical Examiner's Office designated facilities, as well as define any fees or reimbursement of expenses incurred by the Ozaukee County Medical Examiner's Office that are related to the recovery of corneal or other ocular tissue. This agreement also includes provisions for other procurement agency referred cases.
2. **Definitions:**
 - A. "Corneas" shall mean the clear front surface of the eye that lies directly in front of the iris and pupil. "Other Ocular Tissue" shall refer to the sclera, lenses, posterior poles, or whole globes, recovered from deceased donors for the purposes of transplantation and research.
 - B. "Medical Examiner" shall mean Ozaukee County Medical Examiner.
 - C. "Supervisory Staff" shall mean a minimum of one staff person from the Medical Examiner's Office designated by the Medical Examiner that will be present during the use of the designated facilities by LEBW.

- D. "Facilities" shall mean the Ozaukee County Medical Examiner's Office designated facilities with the Medical Examiner's office designated as such by the Medical Examiner for the use of LEBW.
 - E. "County Referred Cases" shall mean potential cornea donor cases where the decedent is within the custody of the Medical Examiner and the decedent meets LEBW's criteria for cornea recovery.
 - F. "LEBW Referred Cases" shall mean Corneas and Other Ocular Tissue procurement referrals made to LEBW by a party other than the Medical Examiner.
3. **Term of Agreement:** This Agreement shall be effective on the Effective Date and shall continue for an initial term of one (1) year (the "initial Term"). After the Initial Term, this Agreement shall automatically be renewed for successive one (1) year terms, unless either party provides thirty (30) days written notice of its intent to not renew this Agreement.
4. **Exclusivity:** In consideration of LEBW's commitments hereunder, during the term of this agreement, Ozaukee County Medical Examiner's Office shall not enter into any other contract, agreement or commitment relating to Corneas or Other Ocular Tissue recovery and LEBW shall provide all such services.
5. **Responsibilities of Ozaukee County:**
- A. The Medical Examiner shall make the facilities available to LEBW upon request and at reasonable times as determined by the Medical Examiner's Office for the purpose of on-site Corneas or Other Ocular Tissue recovery for all County Referred Cases. The facilities shall be provided on an as-is basis. LEBW will coordinate the use of the facilities with the Medical Examiner's Office. LEBW shall provide initial notice of possible donations and shall thereafter confirm the need for use of the facilities after LEBW has confirmed that Corneas and Other Ocular Tissue recovery will take place and knows the desired time/day the recovery process will begin.
 - B. The Medical Examiner's Office shall provide Supervisory Staff for LEBW on-site Corneas and Other Ocular Tissue recovery activities, subject to the further provisions of this Agreement as deemed necessary by Medical Examiner.
 - C. The Medical Examiner shall make reasonable efforts to accommodate LEBW desired time/day with an understanding of timing constraints related to maintaining tissue viability and provided that Supervisory Staff is available and other Medical Examiner business permits.
 - D. Subject to the approval of Ozaukee County Corporation Counsel and the Ozaukee County Board, the Medical Examiner shall refer County Referred Cases to LEBW based on contraindication attachment A. All cases that meet the initial criteria for screening shall be referred to LEBW and together we agree to work collaboratively to honor the donation wishes of the decedent and/or to provide the opportunity for donation to the legal next of kin for the benefit of the community that we serve.
 - E. Notification of cases for donation screening shall be made to tissue and eye concurrently, with tissue procurement agency taking the lead on shared cases if referral is initiated by electronic means. If a

referral is made by phone, it is the responsibility of the tissue procurement agency to then refer all cases to LEBW.

- F. Medical Examiner shall make available upon request reports that detail determination for not referring cases, such as "medical/social contraindication present" as provided in Attachment A.
- G. The Medical Examiner will not be responsible for providing any services related to donor testing and screening.
- H. Medical Examiner will provide LEBW with copies of autopsy or other reports relating to potential donors when they are available at the then current per copy rate.
- I. Release of the decedent for off-site Corneas and Other Ocular Tissue recovery prior to the release of the body by the Medical Examiner shall be at the sole discretion of the Medical Examiner. In all cases where the Medical Examiner has custody of a decedent where no evidence of an anatomical gift or of a refusal to make such a gift exists, unless there is an objection to Corneas and Other Ocular Tissue donation by a class or member of a class having priority as set forth in Wisconsin Statue Section 157.06(9), the Medical Examiner may release the decedent for Corneas and Other Ocular Tissue recovery where such release will not inhibit a determination of the cause of the death, provided that all the requirements of Wisconsin Statute Section 157.06(22m)(am) are satisfied. After release of the decedent by the Medical Examiner, LEBW may perform off-site or on-site cornea recovery.
- J. Medical Examiner will make final decisions regarding the approval or rejection of donor cases, as well as the extent or limitations of such donations within their jurisdiction. After notifying LEBW, Medical Examiner staff, in the Medical Examiner's sole discretion, may obtain donor vitreous or blood sample from LEBW Recovery Technician at the time of recovery or by requesting the archived vitreous sample within 30 days of Corneas or Other Ocular Tissue recovery. The Medical Examiner has the prior and exclusive right to any vitreous and blood samples previously collected in the event there are insufficient samples available for Medical Examiner testing requirements, provided that LEBW has said samples in LEBW's possession.
- K. Medical Examiner's Office will provide biohazard waste containers for LEBW use. The Medical Examiner's Office will dispose of all biohazard waste material.

6. Responsibilities of LEBW:

- A. Comply with all applicable laws and regulations regarding the proper recovery of Corneas and Other Ocular Tissue.
- B. Maintain LEBW headquarters in the State of Wisconsin.
- C. Provide all materials associated with Corneas and Other Ocular Tissue recovery including, but not limited to, instruments, equipment, supplies, testing solution and blood tubes for donor samples.

- D. Designate the staff person employed with LEBW who will act as a liaison to the Medical Examiner's Office.
- E. Coordinate the referral/donation process with the Medical Examiner's Office and comply with Medical Examiner's staff direction regarding security, operational and communication protocols.
- F. Provide 24 hours/7 day a week staff availability to receive Corneas and Other Ocular Tissue donor referrals and respond to those referrals in a timely manner.
- G. Confer with the family and appropriate medical offices/professionals to determine if the decedent meets initial recovery criteria.
- H. Complete all required documents, including any necessary authorizations and informed consent from family of potential donors to facilitate Corneas and Other Ocular Tissue donation.
- I. Upon Request of the Medical Examiner, LEBW will provide documentation of authorization by the legal next of kin for specific Corneas and Other Ocular Tissue removal or evidence of a "Record of Gift" within the meaning of Wisconsin Statutes Section 157.06(2)(t). It's expressly understood that no procedures will be performed until such time as the Medical Examiner has obtained all the necessary records/consent forms and has authorized pre-autopsy removal and has released the decedent.
- J. Obtain medical records that are not available from the Medical Examiner's Office.
- K. Maintain appropriate custody of biological specimens and the chain of custody documentation for such specimens.
- L. Coordinate with Medical Examiner's staff and tissue donation partners to ensure blood samples are available for testing.
- M. Perform all necessary screening and testing required, including obtaining blood samples and vitreous, to determine if decedent meets recovery criteria.
- N. Provide all necessary equipment, supplies (including protective equipment but excluding cleaning supplies) and personnel needed to provide services. Provide only qualified, trained personnel for Corneas or Other Ocular Tissue recovery.
- O. Maintain the cleanliness of the facilities and their contents in accordance with all office standards after services are complete.
- P. LEBW will package and/or box all biohazard waste materials in the containers provided by the Medical Examiner's Office.
- Q. LEBW assumes full liability for its employees and contracted personnel, including any injuries received related to the recovery of Corneas or Other Ocular Tissue.

- R. LEBW assumes full liability for the recovery, handling or transplant of recovered Corneas and Other Ocular Tissue.
 - S. LEBW shall maintain the confidentiality of any information it obtains or has access to from the COUNTY in accordance with all applicable laws and shall honor all policies and procedures for safeguarding the confidentiality of such information. LEBW shall not disclose any confidential business information of the COUNTY without the prior written consent of the COUNTY. LEBW acknowledges that any unauthorized disclosure of such information may result in either civil and/or criminal proceedings.
 - T. LEBW recognizes that it is functioning in a medical-legal environment and respects the security of the facility.
 - U. LEBW will keep the facility door(s) closed or ensure other privacy measures as is reasonably possible, out of respect to COUNTY employees who do not wish to be exposed to the details of the recovery process.
 - V. LEBW agrees to promptly notify the Medical Examiner's staff members to schedule recoveries and confirm whether or not additional Supervisory Staff is required. Medical Examiner shall have sole discretion on the availability of facilities or staff for any recovery.
 - W. For Corneas or Other Ocular Tissue recovery, LEBW shall be accredited by the Eye Bank Association of America or be audited by the Eye Bank Association of America according to their requirements.
 - X. Designated LEBW Liaison will provide referral and outcome reports on a frequency determined by Medical Examiner.
7. **Insurance Requirements:** LEBW will, at all times during the term of this AGREEMENT, keep in force and effect insurance policies required by the AGREEMENT as noted below. Insurance certificates must be issued by a company, or companies authorized to do business in the State of Wisconsin and that are satisfactory to the COUNTY. Such insurance shall be primary. LEBW shall furnish the COUNTY with a Certificate of Insurance issued and upon request, certified copies of the required insurance policies. The Certificate shall reference the AGREEMENT and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the AGREEMENT.
- A. **Workers Compensation and Employers' Liability Insurance:** Statutory workers compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000 for each accident. LEBW shall require subcontractors not protected under its insurance to take out and maintain such insurance.
 - B. **Commercial General Liability:** Policy shall be written to provide coverage for, but not limited to, the following: (1) Premises and Operations, (2) personal injury, (3) Blanket contractual coverage and (4) Independent Contractor's coverage.

Limits of liability not less than: \$4,000,000 General aggregate; \$2,000,000 Personal Injury; \$2,000,000 Each Occurrence. The COUNTY, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.

- C. Errors or Omissions: Policy shall provide liability coverage for damages arising out of the negligent acts, errors, or omissions of LEBW and its employees and contracted personnel in the conduct of their work. Limits of liability not less \$2,000,000 per occurrence/claim, \$2,000,000 aggregate.
8. **Indemnification & Defense of Suits:** LEBW agrees to indemnify, hold harmless, and defend the COUNTY, its officers, agents and employees from any and all liability including claims, demands, damages, action or causes of action; together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of LEBW, its employees, agents or contractors.
9. **Health & Safety Regulations:** LEBW acknowledges that its services involve medical processes, which include exposure to blood or other potentially infectious materials including, but not limited to, various bodily fluids, tissues and organs. Furthermore, LEBW recognizes that there are hazards associated with such processes including, but not limited to, exposure to communicable diseases and blood borne pathogens such as acquired immune deficiency syndrome (AIDS), hepatitis A, B. (HBV) and C, meningitis and others, which could cause illness, injury or death. LEBW acknowledges that implementing certain universal precautions for which it is familiar with, such as the wearing of personal protection equipment, proper hand washing, and pre or post-exposure hepatitis vaccinations, can minimize risk. LEBW agrees that it is solely responsible for the safety of its employees and shall comply with all state and federal regulations related to its Corneas or Other Ocular Tissue donor referral services including, but not limited to, all applicable OSHA safety regulations. The COUNTY hereby assumes no responsibility or liability therefore.
10. **Disclaimer:** The COUNTY makes no representations or assurances that the Corneas and Other Ocular Tissue recovered by LEBW are suitable for transplantation or other uses by LEBW.
11. **Exclusion of Damages:** The COUNTY shall not be liable to LEBW or any other person or entity for any damages related to Corneas and Other Ocular Tissue recovery, handling or transplant, whether caused by the negligence of the COUNTY or otherwise, even if LEBW has advised of the possibility of such damages. LEBW agrees to assume all responsibility therefore. LEBW agrees that the indemnification and hold harmless provisions within this AGREEMENT extend to any claims brought by LEBW, its employees or any third party, whether in contract, tort, or otherwise.
12. **Records:** Records shall be maintained with respect to all matters covered by this AGREEMENT. Such records shall be maintained for a period of three (3) years after receipt of final payment under this AGREEMENT, except as otherwise authorized or required by law.

13. **Audits:** In the event that the COUNTY deems it necessary to conduct an audit or inspection, LEBW shall, during normal business hours, furnish to make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in LEBW's custody or control.

LEBW shall provide COUNTY inspectors or auditor's access to property, equipment and facilities in LEBW's custody or control in compliance with due process of law.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

14. **Applicable Law:** Any lawsuits related to or arising out of disputes under this AGREEMENT shall be commenced and tried in the Circuit Court of Ozaukee County, Wisconsin and the COUNTY and LEBW shall submit to the jurisdiction of the Circuit Court for such lawsuits.
15. **Termination of AGREEMENT for Cause:** If through any cause LEBW shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if LEBW shall violate the covenants, agreements or stipulations of this AGREEMENT, the COUNTY shall have the right to terminate this AGREEMENT by giving written notice to LEBW of such termination delivered pursuant to Section 22 and specifying the effective date thereof, at least five days before the effective date of such termination.

Notwithstanding the above, the LEBW shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the AGREEMENT by LEBW.

16. **Termination:** LEBW or COUNTY may terminate this AGREEMENT at any time for any reason by giving at least (30) thirty-day notice in writing to those specified in Section 22.
17. **Waiver:** One or more waivers by any party of any term of the AGREEMENT will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

18. **Personnel:**

- A. LEBW represents that it has or will secure, at its own expense, all personnel required to perform the services under this AGREEMENT.
- B. All of the services required hereunder will be performed by LEBW employees or contracted personnel. LEBW employees or contracted personnel shall be fully qualified, authorized and permitted under state and local law to perform such services.

19. **Assignment:** Neither LEBW or COUNTY shall assign any direct or indirect interest in this AGREEMENT and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of LEBW and COUNTY. Provided, however, that claims for money due or to

become due LEBW from COUNTY under this AGREEMENT may be assigned to a bank, trust company or other financial institute without such approval. Notices of any such assignment or transfer shall be furnished promptly to LEBW and COUNTY.

20. Conflict of Interest:

- A. **Interest in Agreement.** No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this AGREEMENT pertains shall have any direct or indirect personal interest or financial, direct or indirect, in this AGREEMENT.
- B. **Interest of Other Local Public Officials.** No member of the governing body of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of this AGREEMENT, shall have any personal or financial interest, direct or indirect, in this AGREEMENT.
- C. **Interest of LEBW and Employees –** If LEBW is aware or becomes aware that any person described in section 20. A. and B. has any personal financial interest, direct or indirect, in this AGREEMENT, LEBW shall immediately disclose such knowledge to the COUNTY. LEBW further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. LEBW further covets that in the performance of this AGREEMENT no person having any conflicting interest shall be employed.

21. Discrimination Prohibited: LEBW shall not discriminate against any individual on the basis of age, race, ancestry, arrest or conviction record, color, creed, handicap or disability, marital status, national origin, religion, sex, sexual orientation, or membership in any reserve component of the United States or state military forces. LEBW may refuse to employ individuals based on conviction and arrest records only as allowed by sec. 111.335 Wis. Stats.

22. Notices: Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested", addressed to LEBW at:

**Lions Eye Bank of Wisconsin
5003 Tradewinds Parkway
Madison, WI 53718**

and to the COUNTY at:

Ozaukee County Medical Examiner's Office
ATTN: Whitney Feiertag
1201 South Spring Street
Port Washington, WI 53074

All other correspondence shall be addressed as above but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.

OZAUKEE COUNTY Medical Examiner	Lions Eye Bank of Wisconsin, Inc
Whitney Feiertag Ozaukee County Medical Examiner	Lions Eye Bank of Wisconsin Address: 5003 Tradewinds Parkway City/State: Madison, WI Zip Code: 53718
Date: _____	By: <u></u> (Manual Signature Required) Printed Name: <u>Stacey M. Troha</u> Title: <u>CEO</u> Date: <u>11/14/2024</u>
Original – County Medical Examiner Copy 1 – PROCUREMENT AGENCY Copy 2 – County Corporation Counsel	WITNESS: <u></u> Date: <u>11-14-24</u> (Manual Signature Required)

Attachment: Lions Eye Contract (RES.24-44 : Approval Of Agreement With ME For Tissue Donation)

ATTACHMENT A
CONTRAINDICATION LIST

Pursuant to Section 5(D), the following contraindication list shall be used to determine whether or not Medical Examiner field cases need to be referred to LEBW for donation screening:

ABSOLUTE RULE-OUT FOR CORNEA OR OTHER OCULAR TISSUE DONATION – DO NOT REFER CASES MEETING ANY PORTION SPECIFIED BELOW: (REASON FOR NON-REFERRAL SHALL BE DOCUMENTED)

1. Any death with an unknown last known alive time that exceeds 15 hours.
2. Evidence of Intravenous drug use.
3. Jail or prison time that exceeds 72 hours within the previous 12 months.
4. HIV
5. HBV, HCV
6. Syphilis
7. West Nile Virus

RESOLUTION NO. 24-45

DECLARATION OF THE SECOND SATURDAY IN MAY AS WORLD MIGRATORY BIRD DAY AND AUTHORIZATION FOR OZAUKEE COUNTY TO APPLY TO RETAIN ITS "BIRD CITY WISCONSIN" RECOGNITION STATUS

WHEREAS, Ozaukee County, Wisconsin has a long history of supporting actions that support migratory birds and bird habitat through the protection, preservation and management of parks, natural areas, trail corridors and open space; effective community forestry management including the management of invasive species and tree planting; limiting or removing hazards to birds; the sale of bird houses, installation of cavity nest boxes and creation of bluebird trails; the development of educational information on migratory birds and their habitat; and recognition and celebration of World Migratory Bird Day (formerly known as International Migratory Bird Day); and

WHEREAS, Ozaukee County first received "Bird City Wisconsin" status in 2010, the first County in Wisconsin, based on its effort to protect birds and their habitat, then Ozaukee County received "High Flyer" status in 2011, the first County in Wisconsin and just one of 34 communities to receive this prestigious recognition, which has been awarded to Ozaukee County each year from 2012 - 2024 and is now one of 79 "Bird City Wisconsin" communities in the State of Wisconsin including three communities in Ozaukee County; and

WHEREAS, migratory birds are some of the most beautiful and easily observed wildlife that enhance our community and quality of life as well as our citizens recognize and welcome migratory songbirds as symbolic harbingers of spring and enjoy all the opportunities they have to engage in recreational endeavors such as birdwatching and nature photography; and

WHEREAS, these migrant bird species also play an important economic role in our community, controlling insect pests and generating revenue related to bird watching activities and tourism; and

WHEREAS, a September 2019 study published in the scientific journal *Science* found that there are almost 3 billion fewer birds in North America today than there were in 1970 and migratory birds and their habitats are declining throughout the Americas, they are facing a growing number of threats on their migration routes and in their summer and winter homes; and

WHEREAS, public awareness is a crucial component of migratory bird conservation and citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and

WHEREAS, on April 2, 2008 the Ozaukee County Board of Supervisors adopted A *Multi-jurisdictional Comprehensive Plan for Ozaukee County: 2035* (Resolution 07-72) and enacted ordinance 07-8 as Chapter 13 in the County Code of Ordinances and this plan identifies a number of programs to preserve and protect natural habitat; and

WHEREAS, an inventory of Important Bird Areas in Ozaukee County was developed and specific recommendations for the preservation of this wildlife habitat was included as part of the *Multi-jurisdictional Comprehensive Plan for Ozaukee County: 2035* and the *Park and Open Space Plan for Ozaukee County: 2035*; and

WHEREAS, The Ozaukee County Board of Supervisors, acting on the recommendation

of the Ozaukee County Natural Resources Committee, adopted Resolution 11-14 on June 1, 2011 and this resolution adopted the *Park and Open Space Plan for Ozaukee County: 2035*, which includes a comprehensive analysis and recommendations for the Open Space Preservation Element from the *Regional Natural Areas and Critical Species Habitat Protection and Management Plan for Southeastern Wisconsin* for Ozaukee County, and the Outdoor Recreation Element; whereby, the plan recommends the protection of environmental corridors and natural areas, protection and restoration of fish and wildlife habitat, the provision of outdoor recreation opportunities and public access; and

WHEREAS, the Ozaukee County Board of Supervisors is concerned about the current trend of declining populations of migratory birds and the decrease in their natural habitat through the infringement upon natural areas and environmental corridors in Ozaukee County as identified in the *Ozaukee County Strategic Plan 2020-2024*, *Park and Open Space Plan for Ozaukee County:2035* and the *Multi-jurisdictional Comprehensive Plan for Ozaukee County: 2035*; and

WHEREAS, since 1993 World Migratory Bird Day (WMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in Ozaukee County and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean and the southern United States and thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun; and

WHEREAS, Ozaukee County continued its annual celebration and recognition of WMBD on Saturday, May 18, 2024, at Veterans Memorial Park in Port Washington with numerous partners including Lake Michigan Bird Observatory and provided public information about migratory bird conservation through an educational booth and distribution of the Ozaukee Trailside Birding Guide; and

WHEREAS, Ozaukee County has declared it will continue its annual celebration and recognition of WMBD on a Saturday or Sunday, in May 2025 with its partners; and

NOW, THEREFORE, BE IT RESOLVED, that Ozaukee County declares the second Saturday in May as World Migratory Bird Day having recognized and celebrated this day on May 18, 2024 and having plans to celebrate again on a Saturday or Sunday in May 2025 and that Ozaukee County supports efforts to protect and conserve migratory birds and their habitats in our County; and

FURTHER RESOLVED, Ozaukee County, through the Planning and Parks Department, authorizes the Director of Planning and Parks to submit an application and application fee to Bird City Wisconsin and implement the criteria established by Bird City Wisconsin, so that Ozaukee County can retain its “Bird City” and “High Flyer” designations that will further enhance the County’s reputation for leadership in protecting its natural environment including bird habitats as well as recognize the interest of many of its citizens in bird conservation.

Dated at Port Washington, Wisconsin, this 15th day of January, 2025.

SUMMARY: Ozaukee County supports efforts to protect and conserve migratory birds and their habitats and declares the second Saturday in May as World Migratory Bird Day having recognized this day on May 18, 2024 and having plans to celebrate again in 2025 and intends to submit an application and application fee to Bird City Wisconsin and implement the criteria established by Bird City Wisconsin, so that Ozaukee County can retain its “Bird City Wisconsin” designation and “High Flyer” status that will further enhance the County’s reputation for

leadership in protecting its natural environment including bird habitats as well as recognize the interest of many of its citizens in bird conservation.

VOTE REQUIRED: Majority

NATURAL RESOURCES COMMITTEE

12/05/24

Natural Resources Committee

APPROVED

RESULT: **APPROVED [UNANIMOUS]**

MOVER: B. Jobs, Supervisor District 3

SECONDER: B. Ross, Vice-Chairperson

AYES: R. Holyoke, B. Ross, B. Jobs

EXCUSED: T. Matera, K. Schoessow

NATURAL RESOURCES COMMITTEE

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE:	January 15, 2025
DEPARTMENT:	Planning and Parks
DIRECTOR:	Andrew Struck
PREPARER:	Andrew Struck

Agenda Summary Declaration of the Second Saturday in May as World Migratory Bird Day and Authorization for Ozaukee County to Apply to Retain its “Bird City Wisconsin” Recognition Status

BACKGROUND INFORMATION: Ozaukee County first received “Bird City Wisconsin” status in 2010, the first County in Wisconsin, based on its effort to protect birds and their habitat. Ozaukee County then received “High Flyer” status in 2011 (just one of 34 communities to receive this prestigious recognition), which has been awarded to Ozaukee County each year from 2011 - 2024 and is now one of 79 “Bird City Wisconsin” communities in the State of Wisconsin including three communities in Ozaukee County. An inventory of Important Bird Areas in Ozaukee County was developed with specific recommendations for the preservation of these lands included as part of the [Multi-jurisdictional Comprehensive Plan for Ozaukee County: 2035](http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf) [≤http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf>](http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf) [≤http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf>](http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf) (p. 100 and p. 105 Map 33). The County Board adopted [Park and Open Space Plan for Ozaukee County: 2035](https://www.co.ozaukee.wi.us/645/Park-Open-Space) [≤https://www.co.ozaukee.wi.us/645/Park-Open-Space>](https://www.co.ozaukee.wi.us/645/Park-Open-Space) [≤https://www.co.ozaukee.wi.us/645/Park-Open-Space>](https://www.co.ozaukee.wi.us/645/Park-Open-Space) includes a comprehensive analysis and recommendations for the Open Space Preservation Element from the *Regional Natural Areas and Critical Species Habitat Protection and Management Plan for Southeastern Wisconsin* for Ozaukee County, and the Outdoor Recreation Element; whereby, the plan recommends the protection of environmental corridors and natural areas and the provision of outdoor recreation opportunities and public access (Table 18, pg. 87). The “Enhance Quality of Life Assets” strategic goal (pages 10, 11, 13) of the [Ozaukee County Strategic Plan 2020-2024](https://www.co.ozaukee.wi.us/DocumentCenter/View/14493/Ozaukee-County-Strategic-Plan-2020-24) [≤https://www.co.ozaukee.wi.us/DocumentCenter/View/14493/Ozaukee-County-Strategic-Plan-2020-24>](https://www.co.ozaukee.wi.us/DocumentCenter/View/14493/Ozaukee-County-Strategic-Plan-2020-24) [≤https://www.co.ozaukee.wi.us/DocumentCenter/View/14493/Ozaukee-County-Strategic-Plan-2020-24>>](https://www.co.ozaukee.wi.us/DocumentCenter/View/14493/Ozaukee-County-Strategic-Plan-2020-24) also identifies the need to protect and restore impairments to our natural resources and recommends actions to increase preservation and restoration of important environmentally sensitive lands and farmland. Preservation of these natural areas is more important than ever. In September 2019, a study published in the scientific journal *Science* found that there are almost 3 billion fewer birds in North America today than there were in 1970, working out to a loss of about one in four birds. Since 1993, World Migratory Bird Day (WMBD) (formerly known as International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in Ozaukee County and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean and the southern United States. Ozaukee County

continued its annual celebration and recognition of WMBD on Saturday, May 18, 2024, at Veterans Memorial Park in Port Washington with numerous partners including Lake Michigan Bird Observatory and provided public information about migratory bird conservation through an educational booth and distribution of the Ozaukee Trailside Birding Guide. Ozaukee County intends to continue the annual celebration with its partners on a Saturday or Sunday in May 2025 in order for Ozaukee County to maintain its “High Flyer” Bird City status (birdcitywisconsin.org/apply-renew).

ANALYSIS: Ozaukee County is proposing to submit a renewal application to retain its “Bird City Wisconsin” recognition and “High Flyer” status in 2025 and celebrate WMBD. Ozaukee County will need to address all the criteria as established by the Bird City Wisconsin organization in the application including the celebration of World Migratory Bird Day and the adoption of a corresponding resolution; however, most of these criteria have already been or will be addressed under existing efforts.

FISCAL IMPACT:

Balance Current Year: \$175 Application Fee (and In-kind staff time)

Next Year’s Cost: NONE (In-kind staff time)

FUNDING SOURCE:

County Levy X Non-County Levy X Indicate source: Parks Division Cost Center and Private Donations

RECOMMENDATION: Approve and recommend to the Ozaukee County Board of Supervisors a Resolution declaring the second Saturday in May as World Migratory Bird Day in Ozaukee County and authorize the submittal of a renewal application by the Planning and Parks Department for retaining “Bird City Wisconsin” recognition and “High Flyer” status through implementation of criteria as a “Bird City Wisconsin”.

ATTACHMENTS:

- P&P_Dept_BirdCityWI_CriteriaSummary (PDF)

Bird City Wisconsin

Part of the Bird City Network

How to apply for designation

All applications and renewals must be submitted ONLINE.

Contact us to set up an account.

BIRD CITY RECOGNITION

Achieve a total of at least 9 points, meeting all of the following conditions:

a) A minimum of nine actions

b) At least four actions in Habitat, including at least one of the following taken by the municipality itself:

- Tree City USA status (1.1.4)
- Completion of Wisconsin DNR's Wisconsin Community Tree Management Institute (1.1.6)
- Native species in public or large-scale private landscaping (1.3.3)
- Native species in annual street tree and non-street tree budgets (1.3.4)
- A moratorium on trimming and mowing (1.5.1)
- Another action taken by your municipality

c) At least three actions from Education & Engagement, including the following:

- World Migratory Bird Day (3.1.1)
- An officially enacted resolution (3.7.1)

d) At least one action in every category

HIGH FLYER RECOGNITION

Achieve a total of at least 22 points, meeting all of the following conditions:

a) A minimum of six actions worth 2 or more points from at least two categories

b) Requirements b, c, and d in "Bird City Status" (above)

c) Action 2.1.4 in category 2 (Threats to Birds) showing that your community does not support outdoor cats

PAYMENT

The fee for both initial applications and annual renewals fee \$175.

PAY ONLINE: [Click here](#)

PAY BY MAIL: Send a check made out to "Bird City Wisconsin" to:

Bird City Wisconsin

4230 N. Oakland Ave., No. 219

Shorewood, WI 53211

Ozaukee County Board

AGENDA INFORMATION SHEET

AGENDA DATE: January 15, 2025
DEPARTMENT: Administrator
DIRECTOR: Jason Dzwinel
PREPARER: Jason Dzwinel

Agenda Summary Appointment of Human Services Director

BACKGROUND INFORMATION: The County Administrator and Human Services Committee present the appointment of Kimberly Falkner to the position of Human Services Director for Ozaukee County.

ANALYSIS: Kim Falkner is a strong candidate for the Human Services Director role. She brings extensive experience, proven leadership, and a deep understanding of the department's operations and the needs of the community. She is also self-aware about areas where she can grow and is committed to improving. Kim is a skilled and motivated leader who excels in strategic planning, program development, and community collaboration. Her dedication to serving Ozaukee County, combined with her problem-solving skills and fiscal responsibility, makes her a strong fit for this role. Committed to departmental and professional improvement, her proactive approach to growth shows she is ready to meet the challenges of the position and continue evolving as a leader.

RECOMMENDED MOTION: The County Administrator and Human Services Committee respectfully request that the County Board appoint Kimberly Falkner to the Ozaukee County Human Services Director Position

ATTACHMENTS:

- Falkner Kim Resume (PDF)

OZAUKEE COUNTY BOARD

KQ

KIMBERLY FALKNER

OBJECTIVE

To secure the position of Ozaukee County Human Services Director where I can leverage my extensive experience in program development, staff management, and community outreach to enhance service delivery and achieve organizational goals. I aim to implement innovative strategies that address community needs, foster collaborative relationships, and drive positive outcomes to ensure services are accessible and equitable for diverse populations.

SKILLS

Visionary thinking, ethical leader who works well with other leaders, understands, addresses, and supports the needs of clients and staff. Excellent strategic approach to program development and effective operational management with a focus on quality crisis management.

Strong communication, collaboration and networking that builds lasting partnerships.

Extensive knowledge in advocacy and policy development, with a proven track record of shaping and influencing effective policies.

Experience

Ozaukee County Port Washington, Wisconsin (1999 to present)

Children and Families Manager

- **Manages staff and programs:** Administers all aspects of staff management, program development, and operational functions within the Children and Families Division consisting of Access, Initial Assessment, Ongoing, Kinship Care, Foster Care, Youth Justice, Independent Living, Family Court Studies, Children's Long-Term Support, CCOP, and Birth to Three
- **Policy Development and Implementation:** Develops and enforces policies and procedures in compliance with federal, state, and administrative regulations.
- **Fiscal Oversight:** Monitors fiscal activities to ensure accuracy, efficiency, and adherence to budgetary requirements.
- **Reporting and Compliance:** Prepares and submits timely reports to county, state, and legal authorities, ensuring accuracy and compliance.
- **Hiring and Staffing:** Makes informed hiring decisions to build and maintain a skilled team.
- **Data Management:** Collects and maintains data related to measurable outcomes of service delivery to inform decision-making and improve service effectiveness.
- **Engages with Partners:** Conducts outreach and delivers presentations across the county to inform and collaborate with community partners.
- **Agency Partnership:** Worked with community and county agencies to establish a child advocacy center in the county, enhancing support and services for children.
- **Program Development:** Created and implemented a Drug Endangered Children (DEC) program in collaboration with community partners to address and support the needs of children affected by drug-related issues.
- **Review Participation:** Actively participated in the Wisconsin Continuous Quality Improvement IA Review, contributing to the evaluation and enhancement of quality improvement initiatives.
- **Committee Leadership:** Co-facilitated the Children at Risk (CARE) Committee, collaborating with county school districts and non-profit organizations to address and support the needs of at-risk

children.

- **Collaborative Participation:** Participates in the Child Death Review Committee in partnership with another county, contributing to the evaluation and improvement of child safety and welfare practices.
- **Mentorship and Supervision:** Served as a BSW and MSW Field Instructor for social work students from UW-Milwaukee, UW-Madison, and UW-Concordia, providing guidance and supervision in their field placements.
- **Committee Development:** Co-developed and currently oversees the Health Equity Committee, guiding its initiatives and ensuring progress towards health equity goals.

Social Worker/Lead Worker – 1999 to 2016

- **Collaborative Leadership:** Provide leadership and supervision in partnership with the manager, ensuring effective team guidance and operational oversight. Provide access, initial assessments, ongoing CPS and YJ case management services, testimony in court
- **Assessment and Evaluation:** Conducted comprehensive assessments and studies of foster parents to ensure suitability and support effective foster care placements.
- **Program Development:** Created the Family Court Study program to address family court needs and enhance case evaluations.
- **Study Execution:** Conducted comprehensive family court studies to support decision-making and improve family court processes.
- **Training Facilitation:** Conducted Foster Parent Training using Wisconsin PACE training materials, providing essential education and support to foster parents.

Port Washington School Social Worker Liaison – 2012 to 2017

- **Position Development:** Created and implemented a role that collaborates with the School District and Department of Human Services (DHS) to provide social worker services within the school district.
- **Ongoing Oversight:** Oversee the position to ensure effective delivery of social worker services and continued collaboration between the school district and DHS.
- **Committee Participation:** Actively participated in the Mental Health Steering Committee, contributing to the development and oversight of mental health initiatives and strategies.
- **Program Development:** Created and co-facilitated a parenting program initially within the school district that became implemented county-wide.

FEI Workforce Resilience Milwaukee, Wisconsin (2016 to 2024)

Trauma Specialist and Crisis Support Coordinator

- Deliver on-site critical incident stress management services for FEI contracted companies, encompassing group debriefings, one-on-one employee support, and management consultations. Provided direct support and crisis intervention to survivors, their families, and victims' families affected by mass casualty events. Conducted group and organizational consultations during crisis activations.

Milwaukee County Milwaukee, Wisconsin (1997 to 1999)

Title IVE Human Service Worker

- Family Reunification & Adoption Services
- Family Training
- Social Problem Support & Interdisciplinary Collaboration
- Community Coordination

Ranch Community Service Menomonee Falls, Wisconsin (1996 to 1999)

House Manager/Employment Consultant

- Staff Management
- Adult Vocational Services and Case Management
- Client Advocacy and Support

Access To Employment Too, Inc. Minneapolis, Minnesota

Vocational Coordinator – 1994 to 1996

- Oversaw Adult Vocational Services and Case Management
- Training and Facilitation of staff and services

Restart, Inc. Minneapolis, Minnesota (1995 to 1996)

Personal Care Attendant/Live-In

- Holistic Support of In-home Adult Care
- Daily Living Assistance

Shelter Care for Kids Minneapolis, Minnesota (1995 to 1996)

Children' Group Organizer – 1995

- Activity Development for youth placed
- Crisis Advocacy
- Safe Environment

West Central Domestic Abuse Program Menomonie, Wisconsin (1993 to 1994)

Children's Group Organizer/On Call Advocate

- One-on-One Goal Setting for youth and parents utilizing the shelter
- Group Facilitation and education
- Community Resource Coordination
- Crisis Support: Domestic Abuse Education

CERTIFICATES AND TRAINING

Advanced Practice Social Work License

School Social Work License

Inclusive Excellence Certificate Program University of WI Stevens Point

Anger Regression Therapy Certified

Trauma Informed Care Certified

MANDT Trained

Civil Rights Compliance Trained

Leadership Development through LBA Consulting Leadership Consulting LLC

Management/Leadership Training through Wisconsin Child Welfare Professional Development System

Foundational Leadership Program Waukesha County Technical College

Leadership Development through Schneider Consulting

Ozaukee County Board**AGENDA INFORMATION SHEET**

AGENDA DATE:	January 15, 2025
DEPARTMENT:	County Clerk
DIRECTOR:	Kellie Kretlow
PREPARER:	Kellie Kretlow

Agenda Summary January 2025 Committee Appointments

AGING & DISABILITY RESOURCE CENTER BOARD

Appoint Jim Miller to replace Karl Hertz with a term to expire September 30, 2027.

ATTACHMENTS:

- Jim Miller_ for packet (PDF)

OZAUKEE COUNTY BOARD

[Print](#)**Citizen Involvement Application Form - Submission #15768**

Date Submitted: 8/18/2023

Boards of Interest (Choose 3)*

- | | |
|---|--|
| ☒ Aging & Disability Resource Board | ☐ Vocal Emergency Planning Committee |
| ☐ Board of Adjustment | ☐ Veterans Service Commission |
| ☐ County Board Vacancy | ☐ Land Preservation Board |
| ☐ County Traffic Safety Commission | ☐ Library Board |
| ☐ Monarch Library System Board | ☐ W-O-W Consortium W-2 Community Steering Committee |
| ☐ Health & Human Services Board | ☐ W-O-W Workforce Development |

First Name*

James

Last Name*

Miller

Address*

751-9th Ave.

City*

Grafton

State*

WI

Zip*

53024

Phone***Email*****Background Information**

Help represent the needs of older adults in Ozaukee County

Why would you like to be appointed to the committee or board you are applying for?

Previous member of Park & Recreation Board which includes the Grafton Senior Center

What related experience / education / interests do you have that would be beneficial for the board or committee that you would like to serve on?

Currently a Trustee for the Village of Grafton

List the community or other activities which you have participated in.

Job Information**Occupation***

Retired

Current Employer*

Grafton School District P/T

Additional Information**File Upload**[Choose File](#) No file chosen

Use this areas to upload additional files or information

Attachment: Jim Miller_ for packet (January 2025 Committee Appointments)