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TO: Waushara County Board

FROM: Ruth Zouski, Corporation Counsel

DATE: February 6, 2026

RE: Summary of Zuehlke K9 Issue

MEMO

At the time that Sheriff Zuehlke was elected to office in November of 2018 with a swearing date of January 2019, he was a canine officer with the Waushara County Sheriff's Department. During his tenure as a canine deputy, Zuehlke was entitled to a monthly stipend as set forth in contracts between Waushara County and WPPA. On December 18, 2018 the County Board approved a resolution authorizing the purchase of another canine to replace Zuehlke's canine and continue with 2. The resolution further contemplated Zuehlke's canine remaining in service until the purchase and training with the new canine was complete. The resolution did not address stipend payments for Zuehlke. After Zuehlke was sworn in as Sheriff in January of 2019, the stipend payments were stopped as they were not part of the Sheriff wages set forth by resolution on February 20, 2018, not mentioned by the December resolution and Zuehlke no longer being covered by the WPPA contract as Sheriff.

On January 11, 2019 Zuehlke and then Chief Deputy Olson had a meeting with former County Administrator Sivick and the K9 stipend was brought up with someone claiming the County was statutorily required to pay it. On February 24, 2019 Sivick sent an email to me requesting an opinion on the payment of the stipend to Zuehlke. On March 1, 2019 I sent a memo to Sivick with the ultimate opinion that Zuehlke was not entitled to the K9 stipend once he became Sheriff. On March 25, 2019 Sivick issued a memo authorizing the K9 stipend payments to Zuehlke until one of six things occurred. Pertinent to this discussion was the provision that payments would stop when the canine was no longer certified. As part of the memo, Sivick requested additional information as to whether or not the WPPA contract needed amending. That information was provided to him by me through a memo dated March 28, 2019.

Pursuant to the directive by Sivick Zuehlke received K9 stipend payments January 2019-November 2024. A review of the records found that payroll made a clerical error after Zuehlke advised Administration in August of 2024 of Argo's passing. Zuehlke repaid Waushara County for stipend payments received in error for September, October and November 2024.

In 2025 a concern was brought to the attention of the County Board that Zuehlke's canine was not properly certified during periods that he was receiving the K9 stipend. A review of the training records maintained by the Sheriff's Department indicated that the last time Argo and Zuehlke attended training was in 2019. Although the State of Wisconsin does not have any statutory requirements for training or certification, Waushara County policies required annual recertification, which is consistent with practice among other departments with canine units. On September 16, 2025 the County Board directed that this matter be referred to DCI for review and possible investigation.

On September 17, 2025, I called the Appleton Office for DCI, which covers Waushara County and spoke with Special Agent Jeff Wisch. I gave Agent Wisch an overview of the situation, including the concerns of the County Board and the responses that the Sheriff had provided to the Board regarding Argo being used as PR and being in the office, there being no requirement for certification, that Argo was not retired before his passing and that he was unaware of the expectation of continued certification. Agent Wisch asked that I email him all of the information including the amount of payments, training records and memos for review. Agent Wisch explained that the process would be that he would make an initial review of the information and then have a consultation with his supervisor and an Assistant Attorney General. The consultation would determine whether or not an agent would be assigned to do an official investigation.

On September 17, 2025 I emailed Agent Wisch:

- A document entitled canine information, which contains statutory and union contract sections that I had put together as part of the original request for an opinion from Sivick in February of 2019
- The resolution from December of 2018
- The March 1, 2019 memo drafted by me with supporting case law and a copy of the February 2018 resolution
- The March 25, 2019 memo drafted by Sivick
- The Sheriff's Department canine policy
- The March 28, 2019 memo drafted by me
- Emails from Sivick to me regarding his requests for opinions and information from federal fair labor standards

The email further advised Agent Wisch that Zuehlke had notified Administration of Argo's passing in August of 2024 but due to a clerical error, payments did not stop immediately and upon notice, Zuehlke repaid the County \$1245 for these payments made in error.

On September 22, 2025 I emailed Agent Wisch with the following additional information:

- A signed statement from me stating that the Sheriff policies provided had release notes attached as screen shots showing that the policy was originally adopted in September of 2014 and the various modification dates were true and accurate copies of the notes I reviewed in the electronic policy
- A copy of the last 2 training records for Argo and Zuehlke dated January 16, 2019 and March 20, 2019
- An email from Administrator Kapp to me with the amounts paid through payroll by year to Zuehlke for K9 stipend payments, which totaled \$26,675 (2019-August 2024) – this amount

does not include the \$1245 that was repaid due to the clerical error.

On September 26, 2025 I received an email from Agent Wisch indicating that he had reviewed the documents and had his consultation meeting with his administrator and the legal team from the Attorney General's office and asking me to call him. I contacted Agent Wisch on September 26, 2025 and was advised that he had met with two Assistant Attorney Generals including the Deputy Attorney General assigned to his agency and his administrator for a pre-screening conference. Based on the review, they had determined that this was not a public integrity type case and that the information did not support misconduct in office as the payments had been initially authorized. Whether or not the rules set forth were followed and the payments not stopped was insufficient.

The group also discussed theft by fraud, which would require proving that this was done intentionally to defraud the County. The group did not believe that intent could be proved beyond a reasonable doubt with Zuehlke's statements that Argo was used for PR. There are other departments in the State that have a PR/support canines and as Sheriff, Zuehlke has authority to dictate how assets are used. If he was not meeting the expectations of the County for continued payments or following county policy, those facts would not be enough to provide intent to defraud. In addition, if you excluded the amount paid for 2019 when Argo was certified, the amount paid was insufficient to classify as a felony sufficient for the AG's Office to take it, even if it was not a Sheriff in question. Agent Wisch stated that DCI would not be assigning an agent to conduct a criminal investigation. DCI was not in a position to provide an opinion on potential civil remedies.

The County Board discussed these findings at the October 21, 2025 meeting and directed that Zuehlke be advised that the Board was requesting repayment for stipend payments made between January 1, 2020 and August 2024 (\$22,175) plus interest, calculated in the same manner as interest is calculated on delinquent property taxes. After the meeting I requested that the County Treasurer assist me with the calculation of interest. The treasurer's office was able to put the payment amounts into its interest calculator for property taxes and provide me an interest chart, which brought the total requested repayment to \$31,434.73. This information was sent to Zuehlke on October 30, 2025.

Zuehlke retained legal counsel who presented a counter-offer to the Board in an attempt to resolve the matter. The Board reviewed the proposal and made a counter-offer eliminating the request for interest acknowledging that if the matter went to Court, it was highly unlikely that any interest would be awarded by the Court even if the Court found in the County's favor. Zuehlke's attorney provided additional information to the Board for review in an attempt to resolve the matter without litigation. After much discussion, the Board ultimately decided that coming to an agreement outside of litigation was in the best interest of the county and directed that a repayment agreement be worked out wherein Zuehlke would repay one-half of the payment amount made between January 1, 2020 and August 2024 or \$11,087.50, a copy of that signed agreement is attached. Payroll deductions are setup beginning with the payroll paid February 12, 2026.

It is recommended that this summary with agreement be accepted by the County Board during its February 17, 2026 meeting as resolution to this matter.